1242. Authorizing the reconveyance of County-owned real estate pursuant to Section 215, New York State County Law to Andreas Dambakakis and Giovanna Dambakakis (SCTM No. 0800-115.00- 01.00-039.000). (Kennedy) WAYS & MEANS

1243. Appropriating funds in connection with improvements to various Sheriff's Office Facilities (CP 3019). (Co. Exec.) PUBLIC SAFETY

1244. Appropriating funds in connection with the purchase and replacement of Nutrition Vehicles for the Office for the Aging (CP 1749). (Co. Exec.) SENIORS AND CONSUMER PROTECTION

1245. Amending the Suffolk County Classification and Salary plan in connection with a new position title in the office of the Sheriff: Sheriff's Employee Relations Director. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1246. Approving the re-appointment of Anthony Laferrera as a member of the Suffolk County Fire, Rescue and Emergency Services Commission. (Co. Exec.) PUBLIC SAFETY

1247. Amending Resolution No. 1053-2015 which accepted a donation of twenty to twenty four (20-24) bike lockers from the New York State Department of Transportation. (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1248. Appropriating funds in connection with the purchase of Heavy Duty Vehicles for the Police Department (CP 3135). (Co. Exec.) PUBLIC SAFETY

1249. Appropriating funds in connection with the 700/800 Mhz Trunked Radio Communication System Upgrade (CP 3244). (Co. Exec.) PUBLIC SAFETY

1250. Appropriating funds in connection with the Communication System Site Rehabilitation (CP 3246). (Co. Exec.) PUBLIC SAFETY

1251. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 1021-2016). (Co. Exec.) BUDGET AND FINANCE

1252. Calling for a public hearing for the purpose of increasing and improving facilities for Suffolk County Sewer District No. 14 – Parkland (CP 8151). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1253. Appropriating funds in connection with the purchase of Public Works Highway Maintenance Equipment (CP 5047). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1254. Accepting and appropriating a grant award increase from the State Education Department, the University of the State of New York, for a Liberty Partnerships Program (LPP) 100% reimbursed by State funds at Suffolk County Community College. (Co. Exec.) EDUCATION AND HUMAN SERVICES

1255. Amending the 2016 Adopted Operating Budget to accept and appropriate additional State Aid from the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) to various contract agencies. (Co. Exec.) HEALTH

1256. Authorizing the renewal of the lease of premises located at 1850 New York Avenue, Huntington, NY for use by Third District Court. (Co. Exec.) WAYS & MEANS

1257. Appropriating funds in connection with the new Enhanced Suffolk County Water Quality Protection Program – 2014 Referendum – Sewer Improvement Projects (CP 8734.310). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1258. Appropriating funds in connection with the new Enhanced Suffolk County Water Quality Protection Program – 2014 Referendum – Water Quality Projects (CP 8733.310). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1259. To readjust, compromise, and grant refunds and chargebacks on correction or errors/County Comptroller by: County Legislature No. 444-2016. (Co. Exec.) BUDGET AND FINANCE

1260. Amending the 2016 Adopted Operating Budget to transfer and reduce funding to various contract agencies. (Co. Exec.) HEALTH

1261. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 1022-2016). (Co. Exec.) BUDGET AND FINANCE

1262. Appropriating funds in connection with the new Enhanced Suffolk County 1/4% Drinking Water Protection Program - 2014 Referendum - land purchases (CP 8732.210). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1263. Authorizing use of Cedar Beach for Cornell Cooperative Extension's Back to the Bay 5K Run. (Krupski) PARKS & RECREATION

1264. Approving the appointment of Stephanie Baldwin to the Suffolk County Disabilities Advisory Board – Group D. (Co. Exec.) HEALTH

1265. Authorizing a Municipal Cooperative License Agreement with Town of Babylon for Van Bourgondien County Park, West Babylon. (Co. Exec.) PARKS & RECREATION

1266. Approving the appointment of Meesha Johnson to the Suffolk County Disabilities Advisory Board – Group D. (Co. Exec.) HEALTH

1267. Approving the reappointment of Roy Probeyahn to the Suffolk County Disabilities Advisory Board – Group D. (Co. Exec.) HEALTH

1268. Approving the appointment of Beverly Cody to the Suffolk County Disabilities Advisory Board – Group D. (Co. Exec.) HEALTH

1269. Approving the reappointment of Valerie Lewis to the Suffolk County Disabilities Advisory Board – Group D. (Co. Exec.) HEALTH

1270. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Angela Bowman (SCTM No. 0700-025.00-01.00-058.000). (Co. Exec.) WAYS & MEANS

1271. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Estate of Anna Mclaughlin (SCTM No. 0500-019.00-02.00-017.001). (Co. Exec.) WAYS & MEANS

1272. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Eugene Lauro revocable living trust, Carlo Lauro, Trustee (SCTM No. 0200-295.00-01.00-004.000). (Co. Exec.) WAYS & MEANS

1273. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Gaitri J. Patel (SCTM No. 0600-119.00-02.00-029.000). (Co. Exec.) WAYS & MEANS

1274. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Jeanette Sparks (SCTM No. 0200-791.00-04.00-008.000). (Co. Exec.) WAYS & MEANS

1275. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Joseph Tabares (SCTM No. 0100-121.00-02.00-019.000). (Co. Exec.) WAYS & MEANS

1276. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act William E. Beebe and Denise Ellen Beebe, husband and wife (SCTM No. 0200-980.80-02.00-036.000). (Co. Exec.) WAYS & MEANS

1277. Authorizing use of Manorville Hills County Park by Paniagua Cycling, Inc. for its Head for the Hills Fundraiser. (Co. Exec.) PARKS & RECREATION

1278. Authorizing use of Meadow Croft County Park by Society for the Preservation of Long Island Antiquities for its Country House Benefit Event. (Co. Exec.) PARKS & RECREATION

1279. Authorizing use of Cupsogue Beach County Park by the Moriches Paquatuck Squaws, Inc. for its Inlet Ride Fundraiser. (Co. Exec.) PARKS & RECREATION

1280. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Charles J. Leitke and Carolyn Leitke (SCTM No. 0204-012.00-01.00-038.000). (Co. Exec.) WAYS & MEANS

1281. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Arthur S. Brinson Jr., as sole surviving heir of Arthur S. Brinson Sr. and Florence Brinson (SCTM No. 0100-170.00-02.00-038.000). (Co. Exec.) WAYS & MEANS

1282. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Vincenzo A. Bucaro and Francine M. Spagnola-Bucaro, his wife (SCTM No.0103-002.00-01.00-024.000). (Co. Exec.) WAYS & MEANS

1283. Accepting and appropriating 50% State grant funds from the New York State Department of Environmental Conservation in the amount of $4,000,000 for the Suffolk County Septic/Cesspool Upgrade Program Enterprise (SCUPE) administered by the Suffolk County Department of Health Services, Division of Environmental Quality and to execute grant related agreements. (Co. Exec.) HEALTH

1284. Accepting and appropriating Federal funding in the amount of $17,548 from the United States Department of Justice, Drug Enforcement Administration (DEA), for the Suffolk County Police Department's participation in the DEA Long Island Task Force with 79.14% support. (Co. Exec.) PUBLIC SAFETY

1285. Accepting and appropriating a grant in the amount of $50,000 in Federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the Critical Infrastructure Grant Program with 100% support. (Co. Exec.) PUBLIC SAFETY

1286. Accepting and appropriating Federal funding in the amount of $15,000 from the United States Department of Agriculture, Office of Inspector General, for the Suffolk County Police Department's participation in fraud investigations involving the Supplemental Nutrition Assistance Program (SNAP) with 79.14% support. (Co. Exec.) PUBLIC SAFETY

1287. Accepting and appropriating Federal funding in the amount of $16,000 from the United States Department of Justice, U.S. Marshals Service, for the Suffolk County Police Department's participation in the Regional Fugitive Task Force with 79.15% support. (Co. Exec.) PUBLIC SAFETY

1288. Authorizing the County Executive to execute an agreement with the Suffolk County Association of Municipal Employees Bargaining Units No. 2 and No. 6 amending the terms and conditions of employment for the period January 1, 2013 through December 31, 2016. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1289. Clarifying County policy waiving civil service examination fees for Fire District and Ambulance Company Volunteers. (Browning) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1290. Appropriating funds in connection with improvements to County Golf Courses (CP 7166). (Co. Exec.) PARKS & RECREATION

1291. Accepting and appropriating a grant as pass-thru funding from the New York State Division of Criminal Justice Services to the Suffolk County Department of Probation for the S.T.O.P. Violence Against Women Act Program with 75% support. (Co. Exec.) PUBLIC SAFETY

1292. Establishing the authority of a Deputy Commissioner of Police, Specification No. 9379. (Co. Exec.) PUBLIC SAFETY

PROCEDURAL MOTION

PM05. Setting land acquisition priorities in accordance with "AAA Program" requirements (2016 - PHASE I). (Hahn)

HOME RULES

HR01. Requesting the State of New York to enact legislation establishing a Bi-County Commission in the Counties of Nassau and Suffolk to study the feasibility of establishing the State of Long Island (Senate Bill S.2362A and Assembly Bill A.3116A). (Pres. Off.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1242

Intro. Res. No. - 2016 Laid on Table 3/22/16
Introduced by Legislator Kennedy

RESOLUTION NO. -2016, AUTHORIZING THE RECONVEYANCE OF COUNTY-OWNED REAL ESTATE PURSUANT TO SECTION 215, NEW YORK STATE COUNTY LAW TO ANDREAS DAMBAKAKIS AND GIOVANNA DAMBAKAKIS

WHEREAS, the County of Suffolk is the fee owner of the following described parcel:

ALL, that certain plot, piece or parcel of land with any buildings and improvements thereon erected, situate, lying and being the Town of Smithtown, County of Suffolk, State of New York, described on the Tax Map of the Suffolk County Real Property Service Agency as District 0800, Section 115.00, Block 01.00, Lot 039.000, and acquired by tax deed on October 6, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 9, 2014, in Liber 12791, at Page 708, and otherwise known and designated by the Town of Smithtown, as Lot No. 22, on a certain map entitled "Map of Water Mill Estates. Section 1", filed in the Office of the Clerk of Suffolk County on February 25, 1969 as Map No. 5260; and

and

WHEREAS, Andreas and Giovanna Dambakakis were the former owners of said real property; and

WHEREAS, the time for redemption of this real property under Local Law No. 16-1976 has expired; and

WHEREAS, an investigation by the office of Legislator Kennedy has determined that said non-payment of taxes on the part of Andreas and Giovanna Dambakakis was not an intentional act but was due to hardship circumstances beyond their control; and

WHEREAS, it would be in the best interest of the County of Suffolk to return said parcel to the tax rolls; and

WHEREAS, the Director of the Division of Real Property Acquisition and Management, or his or her deputy, will receive and deposit the sum of $57,889.18 together with any and all other charges that may be due and owing to the County of Suffolk as of the actual date of closing, as full payment of all amounts due and owing to the County of Suffolk; now, therefore be it

1st **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management, or his or her deputy, is hereby authorized to execute, acknowledge, and deliver a quitclaim deed to:

Andreas Dambakakis and Giovanna Dambakakis
19 Kental Lane
Nesconset, New York 11767

upon receipt of the above-described moneys, to convey the interest of the County of Suffolk in the above-described real estate; and be it further

2nd **RESOLVED**, in the event Andreas and Giovanna Dambakakis fail to pay all amounts due and owing the County within 60 days of the effective date of this resolution, the Division of Real Property Acquisition and Management shall not convey the subject property to Andreas and Giovanna Dambakakis.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:/215 redemptions/2016/Dambakakis

Intro. Res. No. 1243-16 Laid on Table 3/22/16
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO VARIOUS SHERIFF'S OFFICE FACILITIES (CP 3019)

WHEREAS, the Sheriff of Suffolk County has requested additional funds for the repair or replacement of infrastructure throughout other Sheriff's Office facilities not covered under CP 3009 and CP 3014, and

WHEREAS, these repairs or replacements include, but are not limited to, mechanical and electrical systems, storm water drainage system, asphalt paving and drainage, exterior concrete stairs, walkways and curbs, exterior lighting systems, building roofs and waterproofing, and other general building improvements; and these physical assets are at the end of their useful life; and

WHEREAS, there are sufficient funds within the 2016 Capital Budget and Program to cover the cost of said request under CP 3019; and

WHEREAS, Resolution No. 471-1994 as revised by Resolution No. 461-2006 established the use of a priority ranking system, implemented in the Adopted 2016 Capital Budget, as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $200,000 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 Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5 (C)(1),(2) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and Chapter 279 of the Suffolk County Administrative Code, as the administration and adoption of this legislative decision involves the maintenance, repair and replacement of a structure or facility, in kind, on the same site involving no substantial changes in an existing structure or facility; and be it further

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

3rd RESOLVED, that the proceeds of $200,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-3019.311 (Fund 001-Debt Service)	18	Improvements to Various Sheriff's Facilities	$200,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1243

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO VARIOUS SHERIFF'S OFFICE FACILITIES (CP 3019)

3. Purpose of Proposed Legislation

See above.

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

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

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

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

Library District **Fire District**

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

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

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED FALL OF 2016 AND DEBT SERVICE WILL COMMENCE FALL 2017. THERE IS NO FISCAL IMPACT IN 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2016 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		March 7, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1243

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$22,362**	**$0.04**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$22,362**	**$0.04**	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County

General Obligation Serial Bonds
Level Debt

1243

Term of Bonds	10
Amount to Bond:	$200,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$18,195.83	$4,166.67	$22,362.49	$22,362.49
			$1,893.79	$1,893.79	
11/1/2018	2.000%	$18,574.91	$1,893.79	$20,468.70	$22,362.49
			$1,700.30	$1,700.30	
11/1/2019	2.000%	$18,961.89	$1,700.30	$20,662.19	$22,362.49
			$1,502.79	$1,502.79	
11/1/2020	2.000%	$19,356.92	$1,502.79	$20,859.71	$22,362.49
			$1,301.15	$1,301.15	
11/1/2021	2.125%	$19,760.19	$1,301.15	$21,061.34	$22,362.49
			$1,095.32	$1,095.32	
11/1/2022	2.125%	$20,171.86	$1,095.32	$21,267.18	$22,362.49
			$885.19	$885.19	
11/1/2023	2.125%	$20,592.11	$885.19	$21,477.30	$22,362.49
			$670.69	$670.69	
11/1/2024	2.125%	$21,021.11	$670.69	$21,691.80	$22,362.49
			$451.72	$451.72	
11/1/2025	2.250%	$21,459.05	$451.72	$21,910.77	$22,362.49
			$228.19	$228.19	
11/1/2026	2.375%	$21,906.12	$228.19	$22,134.31	$22,362.49
11/1/2027		$200,000.00	$23,624.95	$223,624.95	$223,624.95
11/1/2028					
11/1/2029					
11/1/2030					
11/1/2031					
11/1/2032					
11/1/2033					
11/1/2034					

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1243

TITLE OF BILL: Appropriating Funds in Connection with Improvements to Various Sheriff's Office Facilities (**CP 3019**).

PURPOSE OR GENERAL IDEA OF BILL: The purpose of this resolution is to appropriate funds in connection with the renovation of various Sheriff's facilities that are not covered under our existing capital programs under Capital Project **3019**.

SUMMARY OF SPECIFIC PROVISIONS: This resolution appropriates $200,000 in construction funds in 2016 so that much needed repairs and renovations to other Sheriff's facilities, not covered under other Sheriffs capital programs, can be made.

JUSTIFICATION: The Sheriff's Office has many assets that are not part of the two correctional facilities. First District Court detention facilities and the Domestic Violence Bureau in Central Islip, Headquarters and County Court detention facilities in the Criminal Courts Building in Riverhead, Civil Enforcement and Personnel Investigations Sections in Yaphank and the Sheriff's Academy facilities in Brentwood and Westhampton are some of these areas. These areas renovation/repair issues cannot be addressed under the existing Sheriff's Office capital improvement programs. This capital project established an umbrella program under which funds can be appropriated for the purpose of addressing issues of major repairs and renovations, space repurposing, and large scale maintenance in a more timely and systematic way. One of the first projects we will utilize this funding for will be the renovation/conversion of an existing structure in Westhampton, into a secure, centralized evidence storage facility for the Sheriff's Enforcement Division. An additional initial project will be the renovation and enhancement of the security systems at of District Court detention facilities.

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

COUNTY OF SUFFOLK

1243

OFFICE OF THE SHERIFF

VINCENT F. DeMARCO
SHERIFF

To: Jon Schneider, Deputy County Executive

From: Anthony G. Paparatto, Chief of Staff

Date: 1/7/16

Re: **INTRODUCTORY RESOLUTION REQUEST – CP 3019 – Improvements to Various Sheriff's Office Facilities**

Per the 2016 Adopted Capital Budget, the Sheriff's Office requests the introduction of a resolution to appropriate funds in connection with the repair and/or replacement of infrastructure for Sheriff's Office facilities that are not covered under the other Sheriff's Office capital improvement programs CP 3014 and 3009, under Capital Project **3019**.

This resolution appropriates $200,000 in construction funds in 2016 so that much needed repairs and renovations to these other facilities can begin in a timely manner. The Sheriff's Office has many assets that are not part of the two correctional facilities. First District Court detention facilities and the Domestic Violence Bureau in Central Islip, Headquarters and County Court detention facilities in the Criminal Courts Building in Riverhead, Civil Enforcement and Personnel Investigations Sections in Yaphank and the Sheriff's Academy facilities in Brentwood and Westhampton are some of these areas. This capital project established an umbrella program under which funds can be appropriated for the purpose of addressing issues of major repairs and renovations, space repurposing, and large scale maintenance in a more timely and systematic way.

The intent of this project is to allow the same investment in repair and maintenance necessary to keep these other assets in good condition and avoid much costlier emergency type repairs.

In order to avoid a significant backlog of deferred maintenance in our correctional system, we urge that this resolution be laid on the table at your earliest convenience. Our objective is to generate significant cost savings by accelerating projects now, thereby avoiding construction cost inflation and cost increases due to deterioration caused by deferred maintenance.

100 CENTER DRIVE
RIVERHEAD, NEW YORK 11901-3390
(631) 852-2200

1243

January 7, 2016

Copies of a draft resolution, impact statement and introductory form are attached. An e-mail version was also sent to CE RESO REVIEW, under the titles:

"Reso-Sheriff-2016 funds for CP3019";

"Backup-SHF-CP 3019-SCIN 175A";

"Backup-SHF-CP 3019-SCIN 175B"; and

"Back-up SHF-CP 3019-Cover Letter-2016".

Thank you for your consideration in reviewing this draft resolution.

AGP/dlh

Attachments

1244

Intro. Reso. No. -2016 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016 APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE AND REPLACEMENT OF NUTRITION VEHICLES FOR THE OFFICE FOR THE AGING (CP 1749)

WHEREAS, the Director for the Office for the Aging has requested funds for the purchase and replacement of Nutrition Vehicles; and

WHEREAS, there are sufficient funds within the 2016 Capital Budget and Program to cover the cost of said request; and

WHEREAS, Resolution No. 471-1994 as revised by Resolution No. 461-2006 established the use of a priority ranking system, implemented in the Adopted 2016 Capital Budget, 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 nutrition vehicles may be fiscally beneficial as compared to including the items 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 $137,768 in Suffolk County Serial Bonds; therefore be it

1ST RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") Section 617.5 (C) (25) and (27), in that the resolution concerns purchase of furnishings, equipment and supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; 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 forty-nine (49) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3RD RESOLVED, that these vehicles will be replacement vehicles and that the county fleet will not be increased; and be it further

4TH RESOLVED, that if it is determined to be fiscally beneficial, the nutrition vehicles will be financed utilizing the PPU of the vehicles; and be it further

5TH RESOLVED, that the proceeds of $137,768 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	JC	Project Title	Amount
525-CAP-1749.526 (Fund 001-Debt Service)	03	Purchase and Replacement of Nutrition Vehicles for the Office For the Aging	$137,768

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1244

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE AND REPLACEMENT OF NUTRITION VEHICLES FOR THE OFFICE FOR THE AGING (CP 1749)

3. Purpose of Proposed Legislation

See above.

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

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

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

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

Library District **Fire District**

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

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS. AMORTIZING THE BONDS OVER THE PERIOD OF PROBABLE USEFULNESS ("PPU") OF THE NUTRITION VEHICLES MAY BE FISCALLY BENEFICIAL AS COMPARED TO INCLUDING THE ITEMS IN THE WEIGHTED AVERAGE MATURITY ("WAM") DETERMINED FOR A TYPICAL BOND ISSUE. AT THE TIME OF ISSUANCE, IF IT IS DETERMINED TO BE FISCALLY BENEFICIAL, THE NUTRITION VEHICLES WILL BE FINANCED UTILIZING THE PPU OF THE VEHICLES.

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 FALL OF 2016 AND DEBT SERVICE WILL COMMENCE FALL 2017. THERE IS NO FISCAL IMPACT IN 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2016 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		March 7, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1244

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$29,250**	**$0.05**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$29,250**	**$0.05**	$0.001

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County

General Obligation Serial Bonds
Level Debt

1244

Term of Bonds	5
Amount to Bond:	$137,768

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
6/1/2016					
6/1/2017	2.000%	$26,460.05	$2,789.80	$29,249.85	$29,249.85
			$1,126.99	$1,126.99	
6/1/2018	2.000%	$26,995.86	$1,126.99	$28,122.86	$29,249.85
			$853.66	$853.66	
6/1/2019	2.000%	$27,542.53	$853.66	$28,396.19	$29,249.85
			$574.79	$574.79	
6/1/2020	2.000%	$28,100.27	$574.79	$28,675.06	$29,249.85
			$290.28	$290.28	
6/1/2021	2.125%	$28,669.30	$290.28	$28,959.57	$29,249.85
6/1/2022		$137,768.00	$8,481.24	$146,249.24	$146,249.24
6/1/2023					
6/1/2024					
6/1/2025					
6/1/2026					
6/1/2027					
6/1/2028					
6/1/2029					
6/1/2030					
6/1/2031					
6/1/2032					
6/1/2033					
6/1/2034					

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1244

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2016 INTERGOVERNMENTAL RELATIONS

MEMORANDUM OF SUPPORT 1244

TITLE OF BILL: Appropriating funds in connection with the purchase and replacement of nutrition vehicles for the Office for the Aging. (Capital Project 1749)

PURPOSE OR GENERAL IDEA OF BILL: To appropriate funds in connection with the purchase of replacement vehicles for the nutrition program for the elderly Capital Project 1749.

SUMMARY OF SPECIFIC PROVISIONS: This would allow the Office for the Aging to purchase replacement vehicles which will be leased to nutrition contractors so that they may provide transportation to nutrition sites and deliver meals to homebound seniors.

JUSTIFICATION: Nutrition contractors would be unable to provide services without these vehicles. Suffolk County purchases the vehicles and contractors maintain and insure the vehicles.

FISCAL IMPLICATIONS: Issuance of Suffolk County Serial Bonds.

COUNTY OF SUFFOLK

1244

Steven Bellone
COUNTY EXECUTIVE

OFFICE FOR THE AGING
Holly S. Rhodes-Teague
DIRECTOR

MEMORANDUM

TO: Jon Schneider
Deputy County Executive

FROM: Holly Rhodes-Teague
Director

DATE: February 4, 2106

RE: 2016 Capital Project Funds – Purchase of Replacement Vehicle

---

The Office for Aging submitted a 2016 capital project in the amount of $137,768 to purchase replacement vehicles for the Nutrition Program for the Elderly. We anticipate purchasing two vehicles to transport seniors to congregate meal sites and one for meal delivery.

At this time, I am requesting that capital funds be released so that the Office for Aging can continue to provide vehicles for the Nutrition Program for the Elderly. I am attaching the resolution and supporting background information needed to release funds for this project.

Please let me know if you need additional information. I appreciate your consideration.

Holly S. Rhodes-Teague
Holly Rhodes-Teague
Director

HRT:JK

LEE DENNISON BUILDING ♦ 100 VETERANS MEMORIAL HIGHWAY ♦ P.O. BOX 6100 ♦ HAUPPAUGE, N. Y. 11788-0099
(631) 853-8200 - FAX 853-8225

Intro. Res. No. 1245-2016 Laid on Table 3/22/2016
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE OFFICE OF THE SHERIFF: SHERIFF'S EMPLOYEE RELATIONS DIRECTOR

WHEREAS, the Department of Civil Service/Human Resources has completed a review of the duties and responsibilities of a position in the Office of the Sheriff; and

WHEREAS, on the basis of this review, it has been determined that a new title of Sheriff's Employee Relations Director be created; and

WHEREAS, there are sufficient unexpended and uncommitted funds in the Office of the Sheriff to cover the cost; now, therefore be it

1st **RESOLVED**, that the Suffolk County Classification and Salary Plan and the Office of the Sheriff's Operating Budget be and they are hereby amended as follows:

ADDITION TO THE CLASSIFICATION AND SALARY PLAN

Spec No.	JC	Position Title	Grade	BU
	C	Sheriff's Employee Relations Director	32	21

AMENDMENT TO OPERATING BUDGET

ADDITION

Position No	Spec No	JC	Position Title	Grade	BU
		C	Sheriff's Employee Relations Director	32	21

DELETION

Position No	Spec No	JC	Position Title	Grade	BU
01-3110-0108-00051	0988	C	Employee Relations Director	30	21

and be it further

2nd **RESOLVED**, that the provisions of the within resolution shall take effect within the first pay period immediately succeeding its adoption.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

COUNTY OF SUFFOLK

1245

OFFICE OF THE SHERIFF

VINCENT F. DeMARCO
SHERIFF

To: Jon Schneider, Deputy County Executive

From: Michael P. Sharkey, Chief Deputy Sheriff

Date: 2/16/2016

Re: Request for Addition to Classification and Salary Plan

A draft resolution to amend the Classification and Salary Plan to add the title of Sheriff's Employee Relations Director is attached. The Sheriff's Office has determined that the current Suffolk County title of Employee Relations Director has evolved within this Office to include many more duties and responsibilities than originally set forth in the existing title as per the attachment. Our request for the title of Sheriff's Employee Relations Director will be for one position and creation of the title at a Grade 32 commensurate with those additional duties. There is no existing title appropriate for the duties and responsibilities of this position.

Copies of a draft resolution, impact statement and introductory form are attached. An e-mail version was also sent to CE RESO REVIEW under the title:"Reso – Request for Addition to Classification and Salary Plan"

Thank you for your consideration in reviewing this draft resolution.

MPS/dlh

Att.

100 CENTER DRIVE
RIVERHEAD, NEW YORK 11901-3390
(631) 852-2200

February 11, 2016

1245

Additional Duties for Sheriff's Employee Relations Director

- Human Resources Director for Police Officers, Peace Officers and Blue and White Collar civilians working in Sheriff's Office.
- Represents elected Sheriff, who is a joint employer with the County Executive, during contract negotiation sessions and compulsory interest arbitration hearings with sworn units.
- Implements the terms and conditions of employment for multiple collective bargaining agreements covering the S.C. Deputy Sheriffs PBA, the S.C. Correction Officers Association, AME Blue and White Collar and Management employees.
- Works in a 24 hour 7 day a week law enforcement agency.
- Reports directly to the four-star Undersheriff and Sheriff.
- Supervises the contractually mandated drug, alcohol and steroid testing for all sworn officers.
- Serves as County Executive's Section 75 Hearing Officer, adjudicating disciplinary cases of other county departments.
- Meets with Union Presidents and Board Officers to resolve grievances and work place issues.
- Provides benefit information to each group of new and prospective Deputy Sheriff and Correction Officer candidates in orientation seminars.
- Insures compliance with the Family and Medical Leave Act and the Fair Labor Standards Act.
- Acts as liaison to the Internal Affairs Bureau in disciplinary matters.
- Oversees and maintains personnel files and pre-employment investigatory files for all current and former employees in accordance with New York State law.
- Serves as the Sheriff's Office Freedom of Information Officer, with most requests coming from current and former inmates.
- Also serves as Sheriff's Office Americans with Disabilities Officer.
- Functions as Sheriff's liaison to the Suffolk County Information Technology Working and Steering Committees.

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1245

1. Type of Legislation Resolution X	Local Law _____	Charter Law _____
2. Title of Proposed Legislation RESOLUTION NO. -2016, AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE OFFICE OF THE SHERIFF: SHERIFF'S EMPLOYEE RELATIONS DIRECTOR		
3. Purpose of Proposed Legislation SEE #2 ABOVE.		
4. Will the Proposed Legislation Have a Fiscal Impact? **YES** X **NO** _____		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: ABOUT $9,800 INCREASE IN SALARY FOR THE SPECIFIED POSITION NUMBER		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding 2016 OPERATING BUDGET		
9. Timing of Impact UPON ADOPTION OF THE RESOLUTION		
10. Typed Name & Title of Preparer JACQUELINE WHIST, BUDGET ANALYST	11. Signature of Preparer	Date 3/9/16

SCIN FORM 175b (10/95)

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

1245

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office

1245

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law

2. Title of Proposed Legislation ADOPTING LOCAL LAW NO. -2016 AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE SHERIFF'S OFFICE: SHERIFF'S EMPLOYEE RELATIONS DIRECTOR.

3. Purpose of Proposed Legislation **–See number 2 above.**

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

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

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

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

Library District **Fire District**

6. If the answer to item 5 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 **–2016 Operating Budget**

9. Timing of Impact - Upon approval

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date:
Michael P. Sharkey Chief Deputy Sheriff		2/16/2016

SCIN FORM 175b (10/95)

1245

2016 INTERGOVERNMENTAL RELATIONS

MEMORANDUM OF SUPPORT

Title Of Bill:

A Resolution amending the Suffolk County Classification and Salary Plan in connection with a new position in the Sheriff's Office: Sheriff's Employee Relations Director.

PURPOSE OR GENERAL IDEA OF BILL:

To provide an appropriate title for the responsibilities that have evolved within the Sheriff's Office.

SUMMARY OF SPECIFIC PROVISIONS:

This Resolution adds the new title of Sheriff's Employee Relations Director to the Suffolk County Classification and Salary Plan and adds a Sheriff's Employee Relations Director position to the Sheriff's Office Operating Budget and simultaneously deletes an Employee Relations Director position.

JUSTIFICATION:

Within the Sheriff's Office the current Suffolk County title of Employee Relations Director has evolved within this Office to include many more duties and responsibilities than originally set forth in the existing title. This title represents the Sheriff, a joint employer, at arbitrations, negotiations and labor management meetings for three different bargaining units covering police officer, peace officer and civilian employees of the Office. There currently is no existing title appropriate for this position. The request for the title of Sheriff's Employee Relations Director will be for one position and creation of the title at a Grade 32 is commensurate with those additional duties.

Intro Res. No. 1246-16 Laid on Table 3/22/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, APPROVING THE RE-APPOINTMENT OF ANTHONY LAFERRERA AS A MEMBER OF THE SUFFOLK COUNTY FIRE, RESCUE AND EMERGENCY SERVICES COMMISSION

WHEREAS, Article XI, Section C11-4 of the SUFFOLK COUNTY CHARTER provides for the appointment of nineteen (19) members to the Suffolk County Fire Rescue and Emergency Services Commission, and

WHEREAS, the term of office of Anthony LaFerrera has expired December 31, 2015, now, therefore be it

1st **RESOLVED**, that the County Executive of Suffolk County has approved Anthony LaFerrera, residing at 104 Kime Avenue, North Babylon, New York 11703, as a representative of the Fire Chiefs' Association of the Town of Babylon to the Suffolk County Fire, Rescue and Emergency Services Commission, for the term of office expiring December 31, 2018, be and the same hereby is approved; and be it further

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

Anthony V. LaFerrera

North Babylon, New York 11703

Home: 631-
Cell: 631-
E-mail:

Experience:

1990-2000 New York City Fire Department, Emergency Medical Services Command.
Lieutenant (retired)

1990-1996 New York City Emergency Medical Service Lieutenant
1990-1996 Battalion 16 (Harlem Facility)
1996-2000 Battalion 46 (Elmhurst Facility)
(Immediate supervisor to EMT's and Paramedic's). In house Lieutenant responsible for roll calls, narcotics tracking and securing, equipment tracking (radios, hardware and software), ambulance scheduling, overtime tracking, personnel evaluations, and PCR review and quality assurance.
Outside Lieutenant (patrol supervisor) monitoring of units and personnel on assignments, expedite units with extended times in emergency rooms, assist units on assignments, assist injured or sick personnel and respond to MCI's assigned by the borough or citywide dispatcher.

1982-1990 New York City Emergency Medical Service, Emergency Medical Technician. (New York City Health and Hospitals Corporation).
1987-1990 Special Operations Division
(Citywide MCI Response and Haz-Mat Decontamination Unit)
1986-1987 Operations Command Center
(Citywide monitoring office of MCI's and placement of personnel)
1984-1986 Division of Technical Services
(Citywide bio-medical repairs and citywide Haz-Mat response)
1982-1984 Emergency Medical Technician
Bellevue Hospital, citywide Tactical Patrol Unit
(Pre-hospital patient care and transportation to hospitals)

1996-1998 Emergency Medical Services Dispatcher (full time and part time)
1980-1983 Babylon Central Fire and Rescue Alarm
200 E. Sunrise Highway Lindenhurst, New York 11757

Education:

1980-2001 New York State Emergency Medical Technician

1977 SUNY at Delhi, Delhi, New York
Hotel and Restaurant Management

1976-1977 Dutchess County Community College, Poughkeepsie, New York
General Studies and Recreation Leadership

June 1976 North Babylon Senior High School
Graduated, New York State High School Diploma

Anthony V. LaFerrera
1
North Babylon, New York 11703

Home: (
Cell:
E-mail: c

1246

Volunteer Experience:

1990-Present	Member New York State Association of Fire Chief's
2013-Present	New York State Association of Fire Chief's Annual Conference Committee Administration sub-committee (registration)
2012	NYS Association of Fire Chief's Communications Committee
2009-Present	Suffolk County Citizen's Corp. Council Member-at-Large
1990-2009	Babylon Central Fire & Rescue Alarm Corporation Representative for North Babylon Volunteer Fire Company (Town of Babylon Fire and EMS Dispatch Center) 2008-2009 President 2006-2007 Vice President 1990-2005 Executive Board Member
August 2003-Present	Suffolk County Fire, Rescue and Emergency Services Commission Town of Babylon Representative 2015 Chairman 2013-2014 Co-Chairman 2011-2012 Chairman 2009-2010 Co-Chairman
1990-Present	Suffolk County Fire Chief's Council 2010-2012 President 2008-2009 1st Vice President 2007-2008 2nd Vice President 2005-2006 Sgt.-at-Arms 2003-2004 Recording Secretary 2011-Present Chairman Scholarship Committee 2010-2011 Co-Chairman Scholarship Committee
2007-Present	Town of Babylon Fire Official's Association 2015 2nd Vice President 2007-2011 Secretary/Treasurer

Anthony V. LaFerrera

North Babylon, New York 11703

Home:
Cell:
E-mail:

1246

1990-Present Town of Babylon Fire Chief's Association

2007-2008 President
2005-2006 Vice President
2003-2004 Secretary/Treasurer
1998-2003 Trustee
1990-Present Member Town of Babylon Fire Chief's Association

1998-2001 Suffolk County Deputy Fire Coordinator (1-0-1)
Assigned to the Town of Babylon

1979-Present North Babylon Volunteer Fire Company
20 Hale Road
North Babylon, New York 11703

2011-Present Trustee
2006-2007 President
2004-2005 Vice President
2001-2003 Chief's Secretary
1994-1995 Chief
1992-1993 1st Assistant Chief
1990-1991 3rd Assistant Chief
1986-1989 Captain, Station #2
1984-1985 1st Lieutenant, Station #2
1983 2nd Lieutenant, Station #2
1982-1983 Rescue Leader
1981-1982 Assistant Rescue Leader
1979-Present Member North Babylon Volunteer Fire Company

FIRE CHIEFS ASSOCIATION OF THE TOWN OF BABYLON

P.O. Box 682, Babylon, NY 11702

Organized 1951

1246

January 25, 2016

Commissioner Joseph Williams
Suffolk County FRES
PO Box 127
Yaphank, NY 11980-0127

Commissioner Williams,

On Wednesday night January 20, 2016 The Town of Babylon Fire Chiefs Association has nominated Ex-Chief Anthony LaFerrera to continue as our primary FRES Representative and Ex-Chief Frank Giarusso from Copiague FD as our alternate.

Chief LaFerrera's contact information is as follows:
Phone 631-2[illegible] / email [illegible]t
Chief Giarrusso's contact information is as follows:
Phone 631- [illegible] / email [illegible]

If you have any further questions you can contact me at 631-921-4955.

Sincerely,

John Coughlin

President

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1246

1. Type of Legislation

Local Law: _____ Charter Law: _____ Resolution: ___X___

2. Title of Proposed Legislation
Re-appointment of Anthony LaFerrera, as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.

3. Purpose of Proposed Legislation

Re-appointment of Anthony LaFerrera 103 Kime Avenue, North Babylon, NY 11703, as a representative of the Fire Chiefs' Association of the Town of Babylon, on the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2018.

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

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

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact
January 1, 2016 – December 31, 2018

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Terry Portoghese, Secretary	Terry Portoghese	February 25, 2016

SCIN FORM 175b (10/95)

Chief Financial Analyst
Diane E. Weyer

Diane E Weyer 8/7/16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

1246

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

JOSEPH F. WILLIAMS
COMMISSIONER

EDWARD K. SPRINGER
CHIEF FIRE MARSHAL

GREGORY C. MINIUTTI
CHIEF OF COMMUNICATIONS

1246

STEVEN BELLONE
COUNTY EXECUTIVE

JOHN G. JORDAN SR.
DEPUTY COMMISSIONER

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

JOEL VETTER
CHIEF OF SUPPORT SERVICES

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

2016 INTERGOVERNMENTAL RELATIONS MEMORANDUM OF SUPPORT - LaFerrera

TITLE OF BILL:
Re-appointment of Anthony LaFerrera as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.

PURPOSE OR GENERAL IDEA OF BILL:
Re-appointment of Anthony LaFerrera [illegible] Avenue, North Babylon, NY 11703, as a representative of the Fire Chiefs' Association of the Town of Babylon, on the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2018.

SUMMARY OF SPECIFIC PROVISIONS:
Expiration of existing term.

JUSTIFICATION:
Suffolk County Charter, Article XI, Section C-11.4

FISCAL IMPLICATIONS:
None.

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) 852-4815
FAX: (631) 852-4861

COUNTY OF SUFFOLK

JOSEPH F. WILLIAMS
COMMISSIONER

CHIEF FIRE MARSHAL

GREGORY C. MINIUTTI
CHIEF OF COMMUNICATIONS

STEVEN BELLONE
COUNTY EXECUTIVE

1246

JOHN G. JORDAN SR.
DEPUTY COMMISSIONER

EDWARD C. SCHNEYER
DIRECTOR OF EMERGENCY PREPAREDNESS

JOEL VETTER
CHIEF OF SUPPORT SERVICES

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

TO: Jon Schneider
Deputy County Executive

FROM: Joseph F. Williams
Commissioner

DATE: February 25, 2016

SUBJECT: 2016 – 2018 FRES COMMISSION RE-APPOINTMENT
Anthony LaFerrera

Please find attached the necessary documents for the re-appointment of **ANTHONY LaFERRERA**, as a representative of the Fire Chiefs' Association of the Town of Babylon, to the Suffolk County Fire, Rescue and Emergency Services (FRES) Commission for the term January 1, 2016 through December 31, 2018.

Prior term attendance for Anthony LaFerrera:

2013 – Out of a total of 9 meetings
Attended 5 meetings
Absent from 4 meetings

2014 – Out of a total of 6 meetings
Attended 4 meetings
Absent from 2 meetings

2015 – Out of a total of 8 meetings
Attended 8 meetings

If you have any questions regarding this appointment, please contact Terry Portoghese of my office at 24851.

JFW:tp

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) 852-4815
FAX: (631) 852-4861

Revised as of 3/15/16

Intro. Res. No. 1247-2016 Laid on Table 3/22/2016

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, AMENDING RESOLUTION NO. 1053-2015 WHICH ACCEPTED A DONATION OF TWENTY TO TWENTY FOUR (20-24) BIKE LOCKERS FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION

WHEREAS, by Resolution No. 1053-2015 Suffolk County authorized the County Comptroller and County Treasurer to accept a donation of 20-24 bike lockers from the New York State Department of Transportation; and

WHEREAS, it is necessary to amend Resolution No. 1053-2015 to clarify that the Department of Public Works is accepting the bike lockers on behalf of the County; now, therefore be it

1st **RESOLVED**, that the 3rd WHEREAS clause of Resolution No. 1053-2015 is hereby amended to read as follows:

> **WHEREAS**, the New York State Department of Transportation has requested that the County execute an agreement providing for the administration of a bike locker rental program for a period of one year; and

and be it further

2nd **RESOLVED**, that the 5th WHEREAS clause of Resolution No. 1053-2015 is hereby amended to read as follows:

> **WHEREAS**, the operation of a bike locker program will result in additional costs to the County to administer the program; now, therefore be it

and be it further,

3rd **RESOLVED**, that the 1st RESOLVED clause of Resolution No. 1053-2015 is hereby amended to read as follows:

> 1st **RESOLVED**, that the Department of Public Works be hereby authorized to accept twenty (20) bike lockers; and be it further

and be it further

4th **RESOLVED**, that the 2nd RESOLVED clause of Resolution No. 1053-2015 is hereby amended to read as follows:

> 2nd **RESOLVED**, that the designee of the County Executive of Suffolk County is hereby authorized to execute an agreement with the New York State Department of Transportation to accept the bike

lockers, which agreement is subject to approval by the County Attorney's Office; and be it further

and be it further

5th **RESOLVED**, that the 3rd RESOLVED clause of Resolution No. 1053-2015 is hereby amended to read as follows:

> 3rd **RESOLVED**, that the Economic Development and Planning Department be authorized to administer the bike locker program; and be it further

and be it further

6th **RESOLVED**, that all other terms and conditions of Resolution No. 1053-2015 shall remain in full effect; 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 ("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 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:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1247

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

AMENDING RESOLUTION NO. 1053-2015 WHICH ACCEPTED A DONATION OF TWENTY TO TWENTY FOUR (20-24) BIKE LOCKERS FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION

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)

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	11. Signature of Preparer	12. Date
DARNELL TYSON DEPUTY COMISSIONER Theresa Lollo Budget Office	Darnell Tyson	2/26/16 3/8/16

SCIN FORM 175b (10/95)

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

1247

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	**$0.00**		$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.

To be completed by the Executive Budget Office

2016 INTERGOVERMENTAL RELATIONS 1247
MEMORANDUM OF SUPPORT

TITLE OF BILL:

AMENDING RESOLUTION NO. 1053-2015 WHICH ACCEPTED A DONATION OF TWENTY TO TWENTY FOUR (20-24) BIKE LOCKERS FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION

PURPOSE OR GENERAL IDEA OF BILL:

A resolution to amend resolution 1053-2015 which accepts twenty to twenty four (20-24) bike lockers from the New York State Department of Transportation for installation at locations across the County. The resolution is being amended to clarify that the Department of Public Works is accepting the bike lockers on behalf of the County.

SUMMARY OF SPECIFIC PROVISIONS:

This legislation amends resolution 1053-2015 which enables Suffolk County to accept the twenty to twenty four (20-24) bike lockers and proceed with their installation in collaboration with local municipalities and the Long Island Rail Road.

JUSTIFICATION:

The Department of Public Works and Economic Development and Planning are implementing the County Executive's Connect Long Island regional transportation and development plan to stop brain drain and foster the growth of an innovation economy. A crucial component of Connect Long Island is enhancing multi-modal transportation connectivity by leveraging existing infrastructure such as the Long Island Rail Road, while also promoting alternative forms of transportation, to alleviate congestion. Providing bike lockers at Long Island Rail Road stations is the first step in creating a robust network of bike friendly infrastructure that encourages discretionary transit riders to forgo the use of single occupancy vehicles by providing a secure, sheltered location to store bicycles.

FISCAL IMPLICATIONS:

None

cc: Imron Ansare

COUNTY OF SUFFOLK

1247

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: Darnell Tyson, P.E., Deputy Commissioner Darnell Tyson

DATE: February 26, 2016

RE: **Amending Resolution No 1053-2015 which accepted a donation of twenty to twenty-four (20-24) bike lockers from the New York State Department of Transportation**

Attached is a draft resolution to amend Resolution 1053-2015 which accepted a donation of twenty to twenty-four (20-24) bike lockers from the New York State Department of Transportation for installation at locations across the County. The resolution is being amended to clarify that the Department of Public Works is accepting the bike lockers on behalf of the County.

An e-mail version was sent to CE RESO REVIEW saved under the title "DPW-Bike locker Reso".

Attachment

Cc: Gil Anderson, P.E., Commissioner
Phil Berdolt, Deputy Commissioner

1248

Intro. Reso. No. -2016 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF HEAVY DUTY VEHICLES FOR THE POLICE DEPARTMENT (CP 3135)

WHEREAS, the Police Commissioner has requested funds for the purchase of a replacement emergency service truck; and

WHEREAS, there are sufficient funds within the 2016 Capital Budget and Program to cover the cost of said vehicle under Capital Project No. 3135; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2016 Adopted Capital Budget and Program, 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 purchase of heavy duty vehicles for the police department may be fiscally beneficial as compared to including the items 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 $125,000 in Suffolk County Serial Bonds; now, therefore be it

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

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

3rd **RESOLVED**, that if it is determined to be fiscally beneficial, the public safety vehicles will be financed utilizing the PPU of the heavy duty vehicles; and be it further

4th **RESOLVED**, that the proceeds of $175,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project. No.	JC	Project Title	Amount
525-CAP-3135.529 (Fund 115-Debt Service)	28	Purchase of Heavy Duty Vehicle (ES Truck)	$125,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1248

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF HEAVY DUTY VEHICLES FOR THE POLICE DEPARTMENT (CP 3135)

3. Purpose of Proposed Legislation

See above.

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

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

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

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

Library District **Fire District**

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

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS. AMORTIZING THE BONDS OVER THE PERIOD OF PROBABLE USEFULNESS ("PPU") OF THE HEAVY DUTY VEHICLES FOR POLICE MAY BE FISCALLY BENEFICIAL AS COMPARED TO INCLUDING THE ITEMS IN THE WEIGHTED AVERAGE MATURITY ("WAM") DETERMINED FOR A TYPICAL BOND ISSUE. AT THE TIME OF ISSUANCE, IF IT IS DETERMINED TO BE FISCALLY BENEFICIAL, THE HEAVY DUTY POLICE VEHICLES WILL BE FINANCED UTILIZING THE PPU OF THE VEHICLES.

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 FALL OF 2016 AND DEBT SERVICE WILL COMMENCE FALL 2017. THERE IS NO FISCAL IMPACT IN 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2016 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		March 7, 2016

SCIN FORM 175b (10/95)

Suffolk County

General Obligation Serial Bonds
Level Debt

1248

Term of Bonds	5
Amount to Bond:	$125,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$24,007.79	$2,531.25	$26,539.04	$26,539.04
			$1,022.55	$1,022.55	
11/1/2018	2.000%	$24,493.95	$1,022.55	$25,516.50	$26,539.04
			$774.54	$774.54	
11/1/2019	2.000%	$24,989.96	$774.54	$25,764.50	$26,539.04
			$521.52	$521.52	
11/1/2020	2.000%	$25,496.00	$521.52	$26,017.52	$26,539.04
			$263.37	$263.37	
11/1/2021	2.125%	$26,012.30	$263.37	$26,275.67	$26,539.04
11/1/2022		$125,000.00	$7,695.22	$132,695.22	$132,695.22
11/1/2023					
11/1/2024					
11/1/2025					
11/1/2026					
11/1/2027					
11/1/2028					
11/1/2029					
11/1/2030					
11/1/2031					
11/1/2032					
11/1/2033					
11/1/2034					

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1248

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$26,539**	**$0.05**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$26,539**	**$0.05**	$0.001

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1248

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1248

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF HEAVY DUTY VEHICLES (TWO CAR CARRIER) FOR THE POLICE DEPARTMENT (C.P. 3135)

PURPOSE OF GENERAL IDEA OF BILL: Provides funding for replacement of heavy duty vehicle (two car carrier) for the Police Department's Transportation Section.

SUMMARY OF SPECIFIC PROVISIONS: Capital project requesting $125,000 for cyclical replacement of equipment.

JUSTIFICATION: The Police Department is responsible for the towing of evidence impounds for Suffolk County (Police Department, District Attorney/assist(s) to other agencies), as well as disabled & decommissioned police department vehicles. The emergency recovery tow operators who perform this function operate on a 24-hour per day, 7 day per week schedule.

FISCAL IMPLICATIONS: None

OFFICE OF THE POLICE COMMISSIONER

1248

TIMOTHY D. SINI
POLICE COMMISSIONER

MEMORANDUM

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

FROM: **Timothy D. Sini, Police Commissioner** TDS

DATE: **February 24, 2016**

SUBJECT: **INTRODUCTORY RESOLUTION REQUEST**

Per the 2016 Adopted Capital Budget, the Police Department requests the introduction of a resolution to appropriate funds in connection with the replacement of a heavy duty vehicle (Two Car Carrier) under Capital Project No. 3135.

Copies of a draft resolution, impact statement, introduction form and Memorandum of Support are attached. An e-mail version was also sent to CE RESO REVIEW under the titles:

"Reso-POL-CP3135-2016"
"Backup-POL-CP3135-SCIN 175A"
"Backup-POL-CP3135-SCIN 175B"
"Backup-POL-CP3135-Cover letter-2016"
"Backup-POL-CP3135-Memorandum of Support"

If you have any questions, please contact Lieutenant Robert Scharf, Staff Services Bureau, at 852-6537 or Marianne Scheschowitz, Budget Analyst, at 852-6550.

/ms
Att.

cc: Stuart Cameron, Chief of Department, Office of Chief of Department
Robert Cassagne, Chief of Division, Office of Chief of Support Services
Robert Scharf, Lieutenant, C.O., Staff Services Bureau

Intro. Reso. No. 1249-16 Laid on Table 3/22/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE 700/800 MHZ TRUNKED RADIO COMMUNICATION SYSTEM UPGRADE (CP 3244)

WHEREAS, the Police Commissioner has requested funds for the second phase of the upgrade and conversion of the current analog based radio communication system to a digital IP based communication system; and

WHEREAS, the project provides funding for a roadmap to convert the 700/800 MHz trunked radio system to a fully compliant IP-based P25 APCO certified network; and

WHEREAS, the 700/800 MHz trunked radio system is a mission critical network and is the growing backbone of all government communications; and

WHEREAS, it is essential to continue this upgrade and conversion of the communication system to insure efficient secure communications throughout Suffolk County; and

WHEREAS, there are sufficient funds within the 2016 Capital Budget and Program to cover the cost of said purchase under Capital Project No. 3244; and

WHEREAS, Resolution No. 471-1994, as amended by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2016 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $10,000,000 in Suffolk County Serial Bonds; 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) (25) (27) as this legislative decision involves the purchase of furnishings, equipment or supplies other than the following: land, radioactive material, pesticides, herbicides or other hazardous materials as well as the replacement, rehabilitation or reconstruction of structures or facilities, in kind. As such, this Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that it is determined that this program with a priority ranking of fifty-three (53) 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 proceeds of $10,000,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	JC	Project Title	Amount
525-CAP-3244.511 (Fund 001-Debt Service)	07	700/800 MHz Trunked Radio Communication System Upgrade	$6,900,000

Project No.	JC	Project Title	Amount
525-CAP-3244.512 (Fund 115-Debt Service)	07	700/800 MHz Trunked Radio Communication System Upgrade	$3,100,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1249

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$771,506**	**$1.44**	$0.003

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$346,619**	**$0.75**	$0.018

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$1,118,125**	**$2.19**	$0.024

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County

General Obligation Serial Bonds
Level Debt

1249

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

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$909,791.41	$208,333.33	$1,118,124.74	$1,118,124.74
			$94,689.67	$94,689.67	
11/1/2018	2.000%	$928,745.39	$94,689.67	$1,023,435.07	$1,118,124.74
			$85,015.24	$85,015.24	
11/1/2019	2.000%	$948,094.26	$85,015.24	$1,033,109.50	$1,118,124.74
			$75,139.26	$75,139.26	
11/1/2020	2.000%	$967,846.22	$75,139.26	$1,042,985.48	$1,118,124.74
			$65,057.53	$65,057.53	
11/1/2021	2.125%	$988,009.68	$65,057.53	$1,053,067.21	$1,118,124.74
			$54,765.76	$54,765.76	
11/1/2022	2.125%	$1,008,593.22	$54,765.76	$1,063,358.98	$1,118,124.74
			$44,259.58	$44,259.58	
11/1/2023	2.125%	$1,029,605.58	$44,259.58	$1,073,865.16	$1,118,124.74
			$33,534.52	$33,534.52	
11/1/2024	2.125%	$1,051,055.69	$33,534.52	$1,084,590.22	$1,118,124.74
			$22,586.03	$22,586.03	
11/1/2025	2.250%	$1,072,952.69	$22,586.03	$1,095,538.71	$1,118,124.74
			$11,409.44	$11,409.44	
11/1/2026	2.375%	$1,095,305.87	$11,409.44	$1,106,715.30	$1,118,124.74
11/1/2027		$10,000,000.00	$1,181,247.40	$11,181,247.40	$11,181,247.40
11/1/2028					
11/1/2029					
11/1/2030					
11/1/2031					
11/1/2032					
11/1/2033					
11/1/2034					

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1249

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1249

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE 700/800 MHZ TRUNKED RADIO COMMUNICATION SYSTEM UPGRADE (C.P. 3244)

3. Purpose of Proposed Legislation

See above.

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

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

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

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

Library District **Fire District**

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

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

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED FALL OF 2016 AND DEBT SERVICE WILL COMMENCE FALL 2017. THERE IS NO FISCAL IMPACT IN 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2016 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		March 7, 2016

SCIN FORM 175b (10/95)

Suffolk County

General Obligation Serial Bonds
Level Debt

1249

Term of Bonds	9
Amount to Bond:	$10,000,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
6/1/2016					
6/1/2017	2.000%	$1,021,698.66	$208,333.33	$1,230,031.99	$1,230,031.99
			$93,523.97	$93,523.97	
6/1/2018	2.000%	$1,042,984.05	$93,523.97	$1,136,508.02	$1,230,031.99
			$82,659.56	$82,659.56	
6/1/2019	2.000%	$1,064,712.88	$82,659.56	$1,147,372.44	$1,230,031.99
			$71,568.80	$71,568.80	
6/1/2020	2.000%	$1,086,894.40	$71,568.80	$1,158,463.20	$1,230,031.99
			$60,246.98	$60,246.98	
6/1/2021	2.125%	$1,109,538.03	$60,246.98	$1,169,785.01	$1,230,031.99
			$48,689.29	$48,689.29	
6/1/2022	2.125%	$1,132,653.41	$48,689.29	$1,181,342.70	$1,230,031.99
			$36,890.82	$36,890.82	
6/1/2023	2.125%	$1,156,250.36	$36,890.82	$1,193,141.17	$1,230,031.99
			$24,846.54	$24,846.54	
6/1/2024	2.125%	$1,180,338.91	$24,846.54	$1,205,185.45	$1,230,031.99
			$12,551.35	$12,551.35	
6/1/2025	2.250%	$1,204,929.30	$12,551.35	$1,217,480.65	$1,230,031.99
6/1/2026		$10,000,000.00	$1,070,287.94	$11,070,287.94	$11,070,287.94
6/1/2027					
6/1/2028					
6/1/2029					
6/1/2030					
6/1/2031					
6/1/2032					
6/1/2033					
6/1/2034					

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1249

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1249

TITLE OF BILL: APPROPRIATING FUNDS IN CONNECTION WITH THE 700/800 MHZ TRUNKED RADIO COMMUNICATION SYSTEM UPGRADE C.P. 3244

PURPOSE OF GENERAL IDEA OF BILL: Provides funding for the second phase of the upgrade and conversion of the current analog based radio system to a digital IP based communication system.

SUMMARY OF SPECIFIC PROVISIONS: Capital project requesting $10,000,000 in furniture and equipment funds to continue with essential upgrade and conversion.

JUSTIFICATION: This project provides the funding for a roadmap to convert the 700/800 MHz trunked radio system to a fully compliant IP-based P25 APCO certified network, which will insure Suffolk County efficient secure communications. The 700/800 MHz trunked radio system is a mission critical network, and is the growing backbone of all government communications throughout Suffolk County.

FISCAL IMPLICATIONS: None

OFFICE OF THE POLICE COMMISSIONER

1249

TIMOTHY D. SINI
POLICE COMMISSIONER

MEMORANDUM

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

FROM: **Timothy D. Sini, Police Commissioner** TDS

DATE: **February 24, 2016**

SUBJECT: **INTRODUCTORY RESOLUTION REQUEST**

Per the 2016 Adopted Capital Budget, the Police Department requests the introduction of a resolution to appropriate funds in connection with the 700/800 MHz Radio Communication System Upgrade under Capital Project No. 3244.

Copies of a draft resolution, impact statement, introduction form and Memorandum of Support are attached. An e-mail version was also sent to CE RESO REVIEW under the titles:

"Reso-POL-CP3244-2016";
"Backup-POL-CP3244-SCIN 175A"
"Backup-POL-CP3244-SCIN 175B"
"Backup-POL-CP3244-Cover Letter
"Backup-POL-CP3244-Memorandum of Support"

If you have any questions, please contact Lieutenant Robert Scharf, Staff Services Bureau, at 852-6537 or Marianne Scheschowitz, Budget Analyst, at 852-6550.

/ms
Att.

cc: Stuart Cameron, Chief of Department, Office of Chief of Department
Robert Cassagne, Chief of Division, Office of Chief of Support Services
Robert Scharf, Lieutenant, C.O., Staff Services Bureau
Michael Postel, Police Communications Systems Director, Technical Services Section

Intro. Reso. No. 1250-16 Laid on Table 3/22/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE COMMUNICATION SYSTEM SITE REHABILITATION (C.P. 3246)

WHEREAS, the Police Commissioner has requested planning funds for the renovation and upgrade of the County's 19 infrastructure sites; and

WHEREAS, the communication system provides the infrastructure for the County communication system, which provides radio communications for numerous county agencies such as DPW, DPW Transit, Probation, Health EMS, F.R.E.S. and Sheriff; and

WHEREAS, the project would serve as a broader project to address all locations for which the county is responsible; and

WHEREAS, this project is critical to the public safety communications network in Suffolk County; and

WHEREAS, there are sufficient funds within the 2016 Capital Budget and Program to cover the cost of said purchase under Capital Project No. 3246; and

WHEREAS, Resolution No. 471-1994, as amended by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2016 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $250,000 in Suffolk County Serial Bonds; 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)(21)(27) as this legislative decision involves the adoption of concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve of such action. As such, this Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that it is determined that this program with a priority ranking of fifty-nine (59) 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 proceeds of $250,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project. No.	JC	Project Title	Amount
525-CAP-3246.110 (Fund 001-Debt Service)	07	Communication Site Rehabilitation	$250,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1250

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE COMMUNICATION SYSTEM SITE REHABILITATION (C.P. 3246)

3. Purpose of Proposed Legislation

See above.

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

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

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

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

Library District **Fire District**

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

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

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED FALL OF 2016 AND DEBT SERVICE WILL COMMENCE FALL 2017. THERE IS NO FISCAL IMPACT IN 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2016 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		March 7, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1250

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$27,953**	**$0.05**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$27,953**	**$0.05**	$0.001

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County

General Obligation Serial Bonds
Level Debt

1250

Term of Bonds	10
Amount to Bond:	$250,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$22,744.79	$5,208.33	$27,953.12	$27,953.12
			$2,367.24	$2,367.24	
11/1/2018	2.000%	$23,218.63	$2,367.24	$25,585.88	$27,953.12
			$2,125.38	$2,125.38	
11/1/2019	2.000%	$23,702.36	$2,125.38	$25,827.74	$27,953.12
			$1,878.48	$1,878.48	
11/1/2020	2.000%	$24,196.16	$1,878.48	$26,074.64	$27,953.12
			$1,626.44	$1,626.44	
11/1/2021	2.125%	$24,700.24	$1,626.44	$26,326.68	$27,953.12
			$1,369.14	$1,369.14	
11/1/2022	2.125%	$25,214.83	$1,369.14	$26,583.97	$27,953.12
			$1,106.49	$1,106.49	
11/1/2023	2.125%	$25,740.14	$1,106.49	$26,846.63	$27,953.12
			$838.36	$838.36	
11/1/2024	2.125%	$26,276.39	$838.36	$27,114.76	$27,953.12
			$564.65	$564.65	
11/1/2025	2.250%	$26,823.82	$564.65	$27,388.47	$27,953.12
			$285.24	$285.24	
11/1/2026	2.375%	$27,382.65	$285.24	$27,667.88	$27,953.12
11/1/2027		$250,000.00	$29,531.18	$279,531.18	$279,531.18
11/1/2028					
11/1/2029					
11/1/2030					
11/1/2031					
11/1/2032					
11/1/2033					
11/1/2034					

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1250

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1250

TITLE OF BILL: APPROPRIATING FUNDS IN CONNECTION WITH THE COMMUNICATION SYSTEM SITE REHABILITATION C.P. 3246

PURPOSE OF GENERAL IDEA OF BILL: Provides planning funding for the renovation and upgrade of the County's 19 infrastructure sites. This system provides radio communication for numerous County agencies such as DPW, DPW Transit, Probation, Health, EMS, F.R.E.S. and Sheriff.

SUMMARY OF SPECIFIC PROVISIONS: Capital project requesting $250,000 in planning funds.

JUSTIFICATION: This project provides the funding to plan the renovation and upgrade of the County's infrastructure sites. These communication sites are vital to the numerous public safety agencies that depend on them. Performing repairs and necessary upgrades will comply with new regulations and technology. Typical site rehabilitation would consist of shelter repairs, A/C replacement, tower painting, lighting, structural analysis, inspections and MCA (maintenance and condition assessments) and repair as required by the F.C.C. emergency power equipment replacement.

FISCAL IMPLICATIONS: None

OFFICE OF THE POLICE COMMISSIONER

1250

TIMOTHY D. SINI
POLICE COMMISSIONER

MEMORANDUM

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

FROM: **Timothy D. Sini, Police Commissioner** TDS

DATE: **February 24, 2016**

SUBJECT: **INTRODUCTORY RESOLUTION REQUEST**

Per the 2016 Adopted Capital Budget, the Police Department requests the introduction of a resolution to appropriate funds in connection with the Communication System Site Rehabilitation under Capital Project No. 3246.

Copies of a draft resolution, impact statement, introduction form and Memorandum of Support are attached. An e-mail version was also sent to CE RESO REVIEW under the titles:

"Reso-POL-CP3246-2016";
"Backup-POL-CP3246-SCIN 175A"
"Backup-POL-CP3246-SCIN 175B"
"Backup-POL-CP3246-Cover Letter
"Backup-POL-CP3246-Memorandum of Support"

If you have any questions, please contact Lieutenant Robert Scharf, Staff Services Bureau, at 852-6537 or Marianne Scheschowitz, Budget Analyst, at 852-6550.

/ms
Att.

cc: Stuart Cameron, Chief of Department, Office of Chief of Department
Robert Cassagne, Chief of Division, Office of Chief of Support Services
Robert Scharf, Lieutenant, C.O., Staff Services Bureau
Michael Postel, Communications Systems Director, Technical Services Section

RESOLUTION NO.

CONTROL#1021-2016

Intro. Res. # 1251-16

Laid on Table 3/22/16

INTRODUCED BY PRESIDING OFFICER
ON REQUEST OF THE COUNTY EXECUTIVE

RESOLUTION NO. _____2016
TO READJUST, COMPROMISE, AND GRANT
REFUNDS AND CHARGE-BACKS ON REAL
PROPERTY CORRECTION OF ERRORS BY:
COUNTY LEGISLATURE (CONTROL #1021-2016)

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#1021-2016

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#1021-2016

(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	15/16	0200 44300 0400 073000	9826.56	3654.53	6172.03
A	BROOKHAVEN	15/16	0200 55210 0800 019000	4041.14	946.96	3094.18
A	BROOKHAVEN	15/16	0200 53400 0400 034000	11128.02	4335.21	6792.81
A	BROOKHAVEN	15/16	0200 03300 0100 015000	6845.73	4322.16	2523.57
A	BROOKHAVEN	15/16	0200 53300 0700 001000	6914.86	1568.01	5346.85
A	BROOKHAVEN	15/16	0200 42500 0100 020000	12741.97	6711.47	6030.50
A	BROOKHAVEN	15/16	0200 51400 0400 004000	13014.58	7808.73	5205.85
C	BROOKHAVEN	15/16	0200 98040 0100 036002	8757.28	617.97	8139.31
A	BROOKHAVEN	15/16	0200 05400 0700 074000	9814.53	6251.44	3563.09
C	BROOKHAVEN	15/16	0200 16100 0100 049000	5817.50	1412.27	4405.23
A	BROOKHAVEN	15/16	0200 31200 0400 032013	22393.21	9518.16	12875.05
C	BROOKHAVEN	15/16	0200 98140 1000 003002	4657.74	981.44	3676.30
C	BROOKHAVEN	15/16	0200 98280 0100 004000	6000.84	665.39	5335.45
A	BROOKHAVEN	15/16	0200 66900 0500 008000	4601.96	1560.61	3041.35
A	BROOKHAVEN	15/16	0200 57900 0300 010000	6530.62	3102.62	3428.00
A	EAST HAMPTON	15/16	0300 11900 0400 007006	8668.60	968.60	7700.00
A	HUNTINGTON	15/16	0404 00800 0300 022000	8597.88	4143.56	4454.32
C	SOUTHAMPTON	14/15	0900 28900 0200 013002	11899.62	8898.73	3000.89

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

County Executive of Suffolk County Date of Approval:

1251

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X 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 **X**

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

County Town Economic Impact

Village School District Other (Specify):

Library District Fire District

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

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 L. Bartel

10. Typed Name & Title of Preparer 11. Signature of Preparer 12. Date February 26, 2016

A. BARTEL RPAT I

COUNTY OF SUFFOLK

1251

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

REAL PROPERTY TAX SERVICE AGENCY

PENNY WELLS LAVALLE, MAI, CCIM, CCD
DIRECTOR

Memorandum

To: Jon Schneider, Deputy County Executive

From: Penny Wells LaValle, MAI, CCIM, CCD

Date: February 26, 2016

Re: Resolution Control No. 1021-2016

ATTACHED FOR YOUR REVIEW PLEASE FIND CORRECTION OF ERRORS CONTROL NO. 1021-2016

300 Center Drive
Riverhead, New York 11901-3398
Phone (631) 852-1550
Fax (631) 852-1566
Drafting Fax (631 852-2938

Additional back-up material regarding IR 1251 is on file in the Legislative Clerk's Office, Hauppauge.

Intro. Res. No. 1252-2016 Laid on Table 3/22/2016
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, CALLING FOR A PUBLIC HEARING FOR THE PURPOSE OF INCREASING AND IMPROVING FACILITIES FOR SUFFOLK COUNTY SEWER DISTRICT NO. 14 – PARKLAND (CP 8151)

WHEREAS, by proceedings heretofore duly had and taken pursuant to Article 5-A of the County Law, the County Legislature of the County of Suffolk, New York has established a County sewer district designated and known as Suffolk County Sewer District No. 14 – Parkland; and

WHEREAS, the Suffolk County Sewer Agency is recommending an increase and improvement to Suffolk County Sewer District No. 14 – Parkland, namely, sewer system; and

WHEREAS, pursuant to New York County Law Section 268, the Suffolk County Sewer Agency has prepared maps and plans pertaining to these proposed increases and improvements to the facilities of Suffolk County Sewer District No. 14 - Parkland and has also prepared an estimate of the costs of such increases and improvements and has filed these documents, along with its recommendations and reports of its proceedings, with the County Legislature of the County of Suffolk; and

WHEREAS, it would appear that these increases and improvements are in the best interests of the people of Suffolk County; and

WHEREAS, it is now desirable to call a public hearing on the Map and Plan pursuant to Section 253 and 254 of the New York County Law; now, therefore be it

1st **RESOLVED**, by the County Legislature of the County of Suffolk, New York, as follows

Section 1. A meeting of the Legislature of the County of Suffolk New York shall be held at the County Center in the meeting room of the County Legislature in Riverhead, New York, in said County, on the 10th day of May 2016, at 2:30 p.m., Prevailing Time, for the purpose of conducting a public hearing on the aforesaid matter and for such other action on the part of said County Legislature as may be required by law or proper in premises.

Section 2. The Clerk of said County Legislature is hereby authorized and directed to cause a notice of said public hearing to be published once in each of the official newspapers of said County, and such other newspaper as the Legislature may designate, if any, said publication to be made in each of such newspapers not less than ten, nor more than twenty days before the day set herein for said public hearing. Such notice shall be in the following form, to wit:

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Legislature of the County of Suffolk New York will meet at the County Center in Riverhead, New York in said County, on 10th day of May 2016 at 2:30 pm, Prevailing Time, for the purpose of conducting a public hearing upon the Map and

Plan for the increases and improvements to the facilities of Suffolk County Sewer District No. 14 – Parkland; in and about the Town of Brookhaven substantially in accordance with the maps, plans, report and recommendations prepared by the Suffolk County Sewer Agency, with the assistance of the Suffolk County Department of Public Works, and filed with the Legislature of the County of Suffolk, at which time and place said County Legislature will consider such proposal and hear all parties interested therein concerning the same.

The public hearing is being held to address a proposed cost associated with the Map and Plan for the increase and improvement to the facilities of Sewer District No. 14 – Parkland.

Notice of Cost

The cost of the increase and improvement to the facilities of Sewer District No. 14 – Parkland is estimated at $250,000 as set forth in the Map and Plan.

There will be no fiscal impact to the benefited properties within Suffolk County Sewer District No. 14 – Parkland, since pursuant to the ASRF, all property owners in Suffolk County sewer districts experience a 3% annual increase regardless of any increases or improvements performed. In the case of Suffolk County Sewer District No. 14, the annual ASRF increase will result in an increase of approximately $11.00 per typical property within the District, regardless of additional funds necessary to complete the increase and improvement. Therefore, there is no fiscal impact caused to the benefited properties in the District as a result of the Map and Plan that reflects the cost of the increases and improvements.

Copies of the map, engineering report, the public hearing report and the project summaries are available in the Office of the Department of Public Works, located in Yaphank and the Office of the Clerk of the County Legislature where they can be reviewed during normal business hours Monday through Friday. We encourage all interested parties to appear. Any questions should be forwarded to Ben Wright at 631-852-4184 at the Suffolk County Department of Public Works.

Section 3. This resolution shall take effect immediately.

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 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 connections with routine or continuing agency administration and management.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1252

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	$0	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1252

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. **Type of Legislation**

Resolution X **Local Law** _____ **Charter Law** _____

2. **Title of Proposed Legislation**

Calling a Public Hearing for the Purpose of Increasing and Improving Facilities for Suffolk County Sewer District No. 14 – Parkland (CP 8151).

3. **Purpose of Proposed Legislation**

To call a public hearing for improvements to SCSD No. 14 – Parkland (CP 8151).

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

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

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

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

The $250,000 request will be funded by the District residents and contractees using sewer district serial bonds supported by ASRF. There is no fiscal impact due to the ASRF increasing rates by 3% annually regardless of any project being implemented.

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

Use of the ASRF stabilizes rate increases by 3% per year or approximately $11/year.

8. **Proposed Source of Funding**

Sewer District Serial Bonds will be applied to the project cost, however, the ASRF will result in the project having no fiscal impact.

9. **Timing of Impact**

No impact, however, the project financing will take place over 2017-2036.

10. **Typed Name & Title of Preparer**	11. **Signature of Preparer**	12. **Date**
Ben Wright, P.E. Principal Civil Engineer, Sanitation ga-bw2-24-16 Backup DPW 175B sd14-Parkland Improvement Hearing(CP 8151)	Ben Wright	2/23/16

SCIN FORM 175b (10/95) 3/8/16

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2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL – Calling a Public Hearing for the Purpose of Increasing and Improving Facilities for Suffolk County Sewer District No. 14 – Parkland (CP 8151)

PURPOSE OR GENERAL IDEA OF BILL – To provide funding from the Adopted 2016 Capital Program and Budget for the rehabilitation and replacement of various components of the sewer system for Sewer District No. 14.

SUMMARY OF SPECIFIC PROVISIONS – The sewer collection system including pumping stations and force mains will be rehabilitated. Various areas within the sewer district have required attention due to failure and potential failures in the past.

JUSTIFICATION – The aging sewer system requires rehabilitation and replacement of certain elements. Rather than perform these tasks under emergency conditions, it is proactive to evaluate the system and identify areas where improvements can be made.

FISCAL IMPLICATIONS – Although the financing will be done by Sewer District Serial Bonds, the Assessment Stabilization Reserve Fund will stabilize the rates maintaining the rate increases at 3% per year.

H:\SANITATION\resolutions\2016 Resolutions\ga-bw2-24-16 Backup DPW sd14-Parkland Improvement Hearing CP 8151 memo of support.docx

COUNTY OF SUFFOLK

1252

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: **CALLING A PUBLIC HEARING FOR THE PURPOSE OF INCREASING AND IMPROVING FACILITIES FOR SUFFOLK COUNTY SEWER DISTRICT NO. 14 – PARKLAND (CP 8151)**

DATE: February 24, 2016

Attached is a draft resolution, SCIN Form 175a and 175b, and backup for the referenced capital project filed as Reso DPW CP 8151 – SD 14 – Parkland Improvements Hearing 2-24-16 and backup filed as Backup DPW CP 8151 – SD 14 – Parkland Improvements Hearing 2-24-16. The resolution calls for a public hearing to provide funds for the improvements of the sewer system. Funds requested in accordance with the 2016 Capital Budget of $250,000 use sewer district serial bonds. Using sewer district serial bonds will have no fiscal impact for the benefited properties due to the ASRF stabilizing rates at a 3% increase regardless of any improvements performed.

We appreciate the draft resolution being laid on the table as soon as possible such that the findings and appropriations can be adopted in 2016.

GA:BW:ni
Attachment
cc: John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
CE Reso Review
H:\SANITATION\resolutions\2016 Resolutions\ga-bw2-24-16 Backup DPW sd14 Parkland Improvement Hearing CP 8151 memo to JSchneider.doc

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County of Suffolk

Department of Public Works

Suffolk County Sewer Agency

Report, Map, and Recommendations for

Proposed Rehabilitation and Improvement

of

SUFFOLK COUNTY SEWER DISTRICT NO. 14 - PARKLAND

SEWER SYSTEM IMPROVEMENT

CP 8151

FEBRUARY 2016

1252

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Topic	Page
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Formation of Sewer District	1
Design Criteria	1
District Population	1
Map of District	2
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Cost and Payment for Recommended Improvements	2
Proposed Financial Plan & Cost to Users	2
Comments and Findings	3

Appendix 'A' – Financial Evaluation
Appendix 'B' – CP 8151 Schedule

Attachment 1 – S.C.S.D. 14 Boundary Map

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Introduction

Suffolk County Sewer District No. 14 (S.C.S.D. 14) – Parkland is located in the Hamlet of Holbrook, in the northeastern portion of the Town of Islip, New York. It is located at the end of the residential road, Joanne Drive. This report includes a summary of the district formation and its intent is to provide recommendations on the necessary rehabilitation and improvements to (S.C.S.D. 14) – Parkland wastewater treatment plant (WWTP). Parkland WWTP serves the properties within the district boundaries and also the contractees to the district. Contractees are those property owners who are outside the district boundary but have a contract with the Suffolk County Sewer Agency to have their waste treated at the County WWTP and are billed separately and not through town tax bills.

Formation of Sewer District

Suffolk County Sewer District No. 14 (S.C.S.D. 14) – Parkland was established following Resolution No. 212-1973, adopted on March 27, 1973, in which the Suffolk County Legislature directed the Suffolk County Sewer Agency to prepare maps, plans and specification for the formation and/or extension of County sewer districts in and about subdivisions. The Suffolk County Sewer Agency, formed in 1965 by Resolution of the Suffolk County Board of Supervisors, the County of Suffolk and the Suffolk County Department of Environmental Control entered into a contract with Kaufman and Broad Homes of Long Island, Inc. and Parkland Associates on December 15, 1972.

The contract contained the commitment by the developer to construct wastewater collection, treatment and disposal facilities for the development. Upon completion, the developers agreed to donate title of the treatment plant site, appurtenances on the site and an ingress/egress easement in perpetuity, to Suffolk County at no cost to the County. The collection system was also dedicated to Suffolk County although the operation and maintenance of the portion of the collection system that served the condominium complex was still to be the responsibility of the Board of Managers of the condominium complex except for a particular connecting lateral that runs between different components of the condo area.

Design Criteria

Originally designed, approved and permitted by the N.Y.S.D.E.C to treat 0.49 MGD, the permit was increased to 1.25 MGD after district expansion and is currently permitted to 1.25 MGD.

District Population

The total number of properties currently in the district is 2,173 and all are billed based on a flat rate home value.

In district Residential: 2,171 (1,247 homes, 924 condominiums)
In district Commercial: 2
Total *in district*: 2,173

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The total numbers of contractees to the district is 566 and are billed by a flat rate based upon water consumption plus 5% administration fee.
Contractee Residential: 546
Contractee Commercial: 20
Total *contractees*: 566

Total (in district 2,173) + (contractees 566) = 2,739

Map of District
A map showing the current District is attached to this report as Attachment No. 1

Recommended Improvements and Rehabilitation
The proposed improvements are to provide repair and rehabilitation to the sewer system and appurtenances that are over 40 years old. The project will be proactive rather than responding to emergencies.

Cost and Payment for Recommended Improvements
The estimated construction cost for the upgrades described above is $250,000 for a contractor, or DPW staff, to purchase, supply, install and test the recommended improvements.

Once funds are appropriated, all existing parcels will bear the Capital repayment and operation and maintenance expenses.

As discussed in the financial plan below, the Assessment Stabilization Reserve Fund is to be used to support the project in an amount of $250,000 that is included in the Adopted 2016 Capital Program and Budget.

Proposed Financial Plan & Cost to Users

1) Existing and Proposed User Charges
The existing district is being charged based on the type of residential connection. The district has 1,247 in-district homes and 924 in-district condominiums. This report is based on the mode of costs to each of the connectees and the increase in costs based on the project. Due to the fact that all homes are charged at one rate and all condominiums are charged at a second rate, (Refer to Appendix 'A') an evaluation of the number of units in each category would determine the mode. Due to the fact that over 50% of the connectees in the district are residential homes, the mode, therefore, is the cost to the typical residential home which during 2016 is $374. Condominiums discharge a lower sewage flow and, therefore, have a lower charge being $303 per condominium during 2016. The commercial areas are charged based on water use and the equivalent single family equivalence related to that water use. All out-of-district connections are charged the same cost as those within the district with a 5% administrative fee. This bill includes debt service and operation and maintenance costs. Pursuant to the requirements of participation in the Suffolk County Assessment Stabilization Reserve Fund, which was established by Suffolk County Charter, bills are increased by at least 3% per year in order for participating districts to be eligible to access the Reserve Fund. Funding from the Suffolk County Assessment Stabilization Reserve Fund then permits these participating districts to stabilize annual costs. The 2016 and

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2017 stabilized rate would result in an increase of approximately $9.00 to $11.00 for the typical parcel per year for condominiums and homes, respectively. The project schedule, Appendix 'B' provides that construction will be initiated during 2017 and all parcels being served will continue to pay based on a 3% increase per year.

2) Annual Operation and Maintenance Costs and Charges

There is no increase to Operating and Maintenance and a resolution may be possible.

Comments, and Findings

This proposal should be implemented because the system was constructed nearly 40 years ago and regardless of improvements over recent years many elements of the sewer system infrastructure require rehabilitation or replacement. Therefore, I respectfully request and recommend that authorization be given to proceed immediately.

Respectfully submitted,

Gilbert Anderson, P.E.
Commissioner and Administrative Head of
Suffolk County Sewer Districts

H:\SANITATION\Sewer-districts\sd14 - Parkland\CP 8151\ga-bw2-26-16 sd14-Parkland RR for Propsd Rehab Improv to CP 8151.docx

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Appendix 'A'

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Suffolk County Sewer District No. 14 – Parkland *
Financial Evaluation

Homes	1,247
Condominiums	924
Total**	2,171
2016 Charge	$374/home $303/condominium
Weighted average Based on revenue	57.44% homes 42.56% condos
Mode value is a home at	$374/year in 2016

The stabilized rate at a 3% increase per year will amount to an increase indicated below:

Home	2016 = $374 x 1.03 = $385
Condominium	2016 = $303 x 1.03 = $312

* Benefit district – billed per unit for home and condominium
**Commercial accounts/connection is billed on water use. The basis of evaluating the project finance is to consider the residential in-district parcels alone.

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SEWER DISTRICT RATES - 2016 ADOPTED

FUND NO	SEWER DISTRICT NO	NAME	Note	EQUAL RATE	RATE TYPE	TYPE	RATE PER $1,000 ASSESSED VALUE	% FULL EQUALIZED VALUE	OTHER	ANNUAL CONTRACTEE RATE	QUARTERLY CONTRACTEE RATE	QUARTERLY RATE
214	14	Parkland - Zone A		12.70%	Per Unit	D	N/A	N/A	374.00			
						M	N/A	N/A	0.00			
						T	N/A	N/A	**374.00**	392.70	98.18	$ 93.50
		Parkland - Zone B			Per Unit	D	N/A	N/A	303.00			
						M	N/A	N/A	0.00			
						T	N/A	N/A	**303.00**	318.15	79.54	$ 75.75
215	15	Nob Hill		12.70%	Per Unit	D	N/A	N/A	467.00			
						M	N/A	N/A	0.00			
						T	N/A	N/A	**467.00**	490.35	122.59	$ 116.75
218	18	Hauppauge Industrial		1.30%	Per 1,000 Gal	D	N/A	N/A	16.00			
						M	N/A	N/A	0.00			
						T	N/A	N/A	**16.50**	17.33		
219	19	Haven Hills		0.95%	Per Unit	D	N/A	N/A	225.00			
						M	N/A	N/A	0.00			
						T	N/A	N/A	**225.00**			$ 56.25
220	20	William Floyd		0.95%	Per Unit	D	N/A	N/A	333.00			
						M	N/A	N/A	0.00			
						T	N/A	N/A	**333.00**	349.65	87.41	$ 83.25
221	21	SUNY	(C)	0.95%	% of Use	D	N/A	N/A	N/A			
						M	N/A	N/A	N/A			
						T	N/A	N/A	N/A			
222	22	Hauppauge Municipal	(D)	1.30%	% of Use	D	N/A	N/A	607.00			
						M	N/A	N/A	N/A			
						T	N/A	N/A	**607.00**			$ 151.75

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Appendix 'B'

Schedule

Sewer District No 14 - Parkland
CP 8151 Improvements

Time

Tasks	2016									2017													2018													2019					
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		Jan	Feb	Mar	Apr	May	Jun
I. Final Design Phase																																								
A. Final Design In-Progress																																								
B. Final Design Complete																																								
C. Financial Approval on Final Design																																								
II. Construction Phase																																								
A. Advertise & Construction Period																																								

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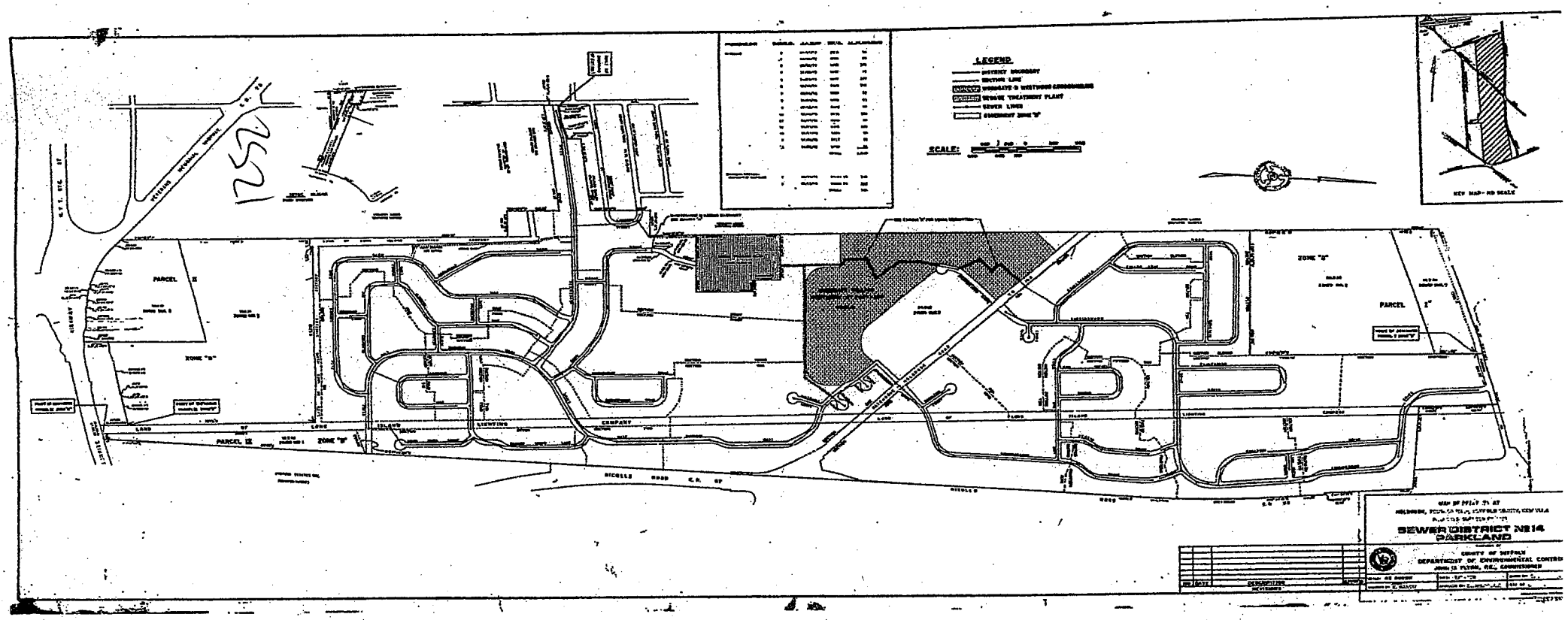
ATTACHMENT 1


LEGEND
SCALE:
PARCEL II
ZONE "B"
PARCEL I
ZONE "G"
LAND OF LONG ISLAND LIGHTING COMPANY
RICKELS ROAD
SEWER DISTRICT No 14
PARKLAND
COUNTY OF SUFFOLK
DEPARTMENT OF ENVIRONMENTAL CONTROL
JOHN S. FLYNN, P.E., COMMISSIONER
252

Intro. Res. No. 1253-16 Laid on Table 3/22/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. – 2016, APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF PUBLIC WORKS HIGHWAY MAINTENANCE EQUIPMENT (CP 5047)

WHEREAS, the Commissioner of Public Works has requested funds for purchase in connection with Public Works Highway Maintenance Equipment and

WHEREAS, there are sufficient funds within the 2016 Capital Budget and Program to cover the cost of said request; with an increase in the fleet by six snow ready vehicles; and

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

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $2,750,000 in Suffolk County Serial Bonds; now, therefore, be it

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

2nd **RESOLVED**, that the purchase of highway maintenance equipment and vehicles is pursuant to Section 186-2(B)(6) of the SUFFOLK COUNTY CODE, and in accordance with the County vehicle standard, for use by the Department of Public Works, and hereby approved by the Legislature; and be it further

3rd **RESOLVED** that it is hereby determined that this project, with a priority ranking of thirty-five (35) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

4th **RESOLVED**, that the proceeds of $2,750,00 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5047.534 (Fund 016-Debt Service)	50	Public Works Highway Maintenance Equipment	$2,750,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1253

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. – 2016, APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF PUBLIC WORKS HIGHWAY MAINTENANCE EQUIPMENT (CP 5047)

3. Purpose of Proposed Legislation

See above.

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

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

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

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

Library District **Fire District**

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

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

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED FALL OF 2016 AND DEBT SERVICE WILL COMMENCE FALL 2017. THERE IS NO FISCAL IMPACT IN 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2016 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		March 7, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1253

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$216,866**	**$0.41**	$0.001

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$216,866**	**$0.41**	$0.005

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County

General Obligation Serial Bonds
Level Debt

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Term of Bonds	15
Amount to Bond:	$2,750,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$156,995.92	$59,869.79	$216,865.72	$216,865.72
			$28,225.93	$28,225.93	
11/1/2018	2.000%	$160,413.86	$28,225.93	$188,639.79	$216,865.72
			$26,479.76	$26,479.76	
11/1/2019	2.000%	$163,906.20	$26,479.76	$190,385.96	$216,865.72
			$24,695.57	$24,695.57	
11/1/2020	2.000%	$167,474.57	$24,695.57	$192,170.15	$216,865.72
			$22,872.54	$22,872.54	
11/1/2021	2.125%	$171,120.64	$22,872.54	$193,993.18	$216,865.72
			$21,009.82	$21,009.82	
11/1/2022	2.125%	$174,846.07	$21,009.82	$195,855.89	$216,865.72
			$19,106.55	$19,106.55	
11/1/2023	2.125%	$178,652.62	$19,106.55	$197,759.17	$216,865.72
			$17,161.84	$17,161.84	
11/1/2024	2.125%	$182,542.04	$17,161.84	$199,703.88	$216,865.72
			$15,174.79	$15,174.79	
11/1/2025	2.250%	$186,516.13	$15,174.79	$201,690.92	$216,865.72
			$13,144.49	$13,144.49	
11/1/2026	2.375%	$190,576.74	$13,144.49	$203,721.23	$216,865.72
			$11,069.98	$11,069.98	
11/1/2027	2.500%	$194,725.75	$11,069.98	$205,795.73	$216,865.72
			$8,950.31	$8,950.31	
11/1/2028	2.500%	$198,965.10	$8,950.31	$207,915.41	$216,865.72
			$6,784.49	$6,784.49	
11/1/2029	2.500%	$203,296.73	$6,784.49	$210,081.22	$216,865.72
			$4,571.52	$4,571.52	
11/1/2030	2.625%	$207,722.67	$4,571.52	$212,294.19	$216,865.72
			$2,310.37	$2,310.37	
11/1/2031	2.625%	$212,244.97	$2,310.37	$214,555.34	$216,865.72
11/1/2032		$2,750,000.00	$502,985.74	$3,252,985.74	$3,252,985.74
11/1/2033					
11/1/2034					

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

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GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

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2016 INTERGOVERMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: A Draft Resolution for the appropriation of funds to purchase Public Works Highway Maintenance Equipment.

PURPOSE OR GENERAL IDEA OF BILL: This project provides funding for the purchase of highway maintenance equipment for the Department of Public Works. This Department operates a large fleet of several hundred pieces of equipment that is used for public safety highway maintenance work and snow removal on County roads, parking fields and various facilities. In order to provide the public with the level of service required to maintain safe and travel worthy roads, efficient and reliable equipment must be available. Equipment in this Division has a shorter life than most due to the corrosive and abrasive materials and conditions which they are subject to. The cost to repair much of the equipment over time is cost prohibitive. The Division's fleet is continually evaluated and forecasting is done to insure a systematic replacement program.

SUMMARY OF SPECIFIC PROVISIONS: The equipment that we are looking to replace has become problematic due to age and fatigue. It has exceeded its useful life and it is not cost effective to invest in the repairs required to keep operational. The harsh working conditions and materials (salt) that the equipment is subject to reduces its mechanical integrity as well as the appearance and image reflected on the County. These mechanical problems result in the failure of NYS emission and safety inspections. The life span of most of the equipment does not exceed 10 years. Since this equipment has outlived its useful life, the safety for our employees, the public and the potential for accidents is concerning.

JUSTIFICATION: The purchase of necessary equipment enables the County to meet its mandate to provide safe roadways for the general public.
It is essential to be prepared during all types of conditions including Homeland Security threats, weather emergencies such as flooding, snow/ice storms and hurricanes.
The equipment replacement program save taxpayer dollars and more importantly insures the readiness of the Department to react to any emergency events and its core mission.

FISCAL IMPLICATIONS: The County will issue $2,750,000.00 in bonds to fund this project.

RESOLUTION SUBMITTAL SHEET

1253

Capital Project 5047
Operating Fund
Other

Legis. Districts N/A
Federal Aid %
State Aid %

Purpose (give a complete description of why we are asking for reso; if aided, state status of aid)
This project funds the purchase of highway maintenance equipment and vehicles for the Department of Public Works. The Department operates a large fleet of several hundred pieces of equipment that is used for roads/grounds maintenance including snow removal on County roads, parking fields and various facilities. The fleet has been evaluated and a systematic program has been developed for the continuing replacement of highway maintenance equipment.

Previous resolution (list previous reso for the same work)
417-2015

Amounts being requested		Current Funding	
Planning		Planning	
Site		Site	
Construction		Construction	
Land		Land	
F&E	$2,750,000	F&E	$764,022.66

Project Status

Est. planning completion
Est. construction start
Est. construction completion

Design consultant
Contractor

Offsets (state required offsets, their legis. districts, and a detailed explanation of why we do not need the funds; state if we believe the legislator from the offset district will have a major issue)

Offset	Legis. District	Comments

Offset	Legis. District	Comments

COUNTY OF SUFFOLK

1253

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E., Commissioner

DATE: February 19, 2016

RE: C.P. 5047 – Public Works Highway Maintenance Equipment

We are forwarding herewith a draft resolution appropriating the sum of $2,750,000.00 in connection with the above referenced project.

Attached is a list of equipment recommended for the coming year. This project provides for equipment used for maintenance of County roads, parking fields and facilities. In order to provide the public with the level of service it expects; safe, efficient and reliable equipment must be available.

An e-mail version was sent to CE RESO REVIEW saved under the title "RESO DPW CP 5047- Public Works Highway Maintenance Equipment".

GA:CM:mm
attach.

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CAPITAL PROGRAM 5047

PURCHASE OF HIGHWAY MAINTENANCE VEHICLES/ EQUIPMENT

2016

QUANTITY	CATEGORY	TOTAL
6	6 Wheel Dump Trucks	1,200,000.00
1	10 Wheel Dump Trucks	240,000.00
1	Tractors	160,000.00
2	Sweepers	450,000.00
1	Mower Tractor	50,000.00
2	Emergency Hwy Pick Ups	70,000.00
1	Dump Trailer	85,000.00
8	Used Snow Trucks	245,000.00
7	Emergency SUV Vehicles	250,000.00
		2,750,000.00

This list is subject to change due to various conditions such as equipment failure, premature wear and tear and conditions outside direct control that require more specialized equipment to be purchased(weather/accident related, etc.)

1254

Introductory Resolution No. -2016 Laid on the Table 3/22/16
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, ACCEPTING AND APPROPRIATING A GRANT AWARD INCREASE FROM THE STATE EDUCATION DEPARTMENT, THE UNIVERSITY OF THE STATE OF NEW YORK, FOR A LIBERTY PARTNERSHIPS PROGRAM (LPP) 100% REIMBURSED BY STATE FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE

WHEREAS, the 2015-2016 College operating budget provides $385,000, including indirect costs, for a Liberty Partnerships Program (LPP), funded by The State Education Department, The University of the State of New York, for the period of September 1, 2015 through August 31, 2016; and

WHEREAS, the grant award has been increased in the amount of $29,579, bringing the total amount of the grant award to $414,579 including indirect costs; and

WHEREAS, the Board of Trustees of Suffolk County Community College accepted the Liberty Partnerships (LPP) amendment on December 3, 2015 by Resolution No. 2015.83; and

WHEREAS, the College anticipates spending the $29,579, in accordance with the terms of said grant before August 31, 2016; now therefore be it

1st **RESOLVED**, that said 2015-2016 College budget be amended to reflect the grant award increase, in the amount of $29,579, including $3,348 indirect costs,from The State Education Department, The University of the State of New York, for a Liberty Partnerships Program (LPP), and said amount be accepted and appropriated for the operation of the program as follows:

REVENUES:	AMOUNT:
State Grant: Liberty Partnerships: GC03-GC0316-543210-G000	$ 29,579

APPROPRIATIONS:	AMOUNT:
Liberty Partnerships: GC03-GC0316	$ 26,231

Suffolk County Community College
Liberty Partnerships Program (LPP)
GC03-GC0316

611000-Personal Services	$ 16,169
611130-Temporary Salaries	10,000
611170-Part-Time Instructors	6,169
628000-Employee Benefits	$ 5,460
628160-TIAA-CREF RET	2,400
628330-Social Security	3,060

713000-Supplies & Materials	$ 1,820
712025-Office Machines (non-cap)	20
713100-Instructional Supplies	300
713500-Other Unclassified	1,500
714000-Utilities & Contractual Costs	$ 2,782
714350-Travel: College Business	2,782

DATED:

APPROVED BY:

County Executive of Suffolk County

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1254

TITLE OF BILL: Accepting and Appropriating a Grant Award increase from the State Education Department, the University of the State of New York, for a Liberty Partnerships Program (LLP) 100% Reimbursed by State Funds at Suffolk County Community College

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate a grant award increase from The State Education Department, The University of the State of New York, in the amount of $29,579, including indirect costs, for a Liberty Partnerships Program, during the 2015-2016 fiscal year.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will increase the budget for Suffolk County Community College by accepting and appropriating the grant award increase from The State Education Department, The University of the State of New York, in the amount of $29,579, including indirect costs,for a Liberty Partnerships Program.

JUSTIFICATION: This grant represents a cooperative effort between SCCC, Longwood Central School District, and community-based organizations to provide a comprehensive, supportive environment for students who have demonstrated poor academic performance, poor attendance, and disciplinary problems or other factors such as negative peer pressure, limited English proficiency, substance abuse, child abuse or pregnancy. Academic activities including skills assessment instruction in basic skills are teamed with intensive, small-group support services such as counseling and tutoring.

FISCAL IMPLICATIONS: None

1254

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation
Accepting and Appropriating a Grant Award Increase from The State Education Department, The University of the State of New York, for a Liberty Partnerships Program (LPP) 100% Reimbursed by State Funds at Suffolk County Community College

3. Purpose of Proposed Legislation
To accept and appropriate a grant award increase from The State Education Department, The University of the State of New York, in the amount of $29,579, including indirect costs, for a Liberty Partnerships Program at Suffolk County Community College, during the 2015-2016 fiscal year.

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

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

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

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact
The grant award increase, from The State Education Department, The University of the State of New York, in the amount of $29,579, including indirect costs, will provide for operating costs for the Liberty Partnerships Program during the 2015-2016 fiscal year.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdiv.
Not Applicable

8. Proposed Source of Funding: The State Education Department
The University of the State of New York

9. Timing of Impact: September 1, 2015 through August 31, 2016

Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Henrietta Ytuarte Accountant	Henrietta Ytuarte	February 26, 2016

SCIN FORM 175b (10/95)

Suffolk COUNTY COMMUNITY COLLEGE 1254

Office of the President

BOARD OF TRUSTEES
December 3, 2015

RESOLUTION NO. 2015.83 - AMENDING THE COLLEGE OPERATING BUDGET TO REFLECT AN INCREASE IN THE GRANT AWARD FOR THE LIBERTY PARTNERSHIPS PROGRAM

WHEREAS, the Liberty Partnerships Program (LPP) at Suffolk County Community College represents a cooperative effort between the College and the Longwood Central School District to provide a unique, comprehensive and supportive environment for at-risk students, and

WHEREAS, the LPP is funded by a grant from the New York State Department of Education, and

WHEREAS, the 2015-2016 College operating budget provides $385,000.00, including indirect costs, in anticipation of a grant award from the New York State Department of Education for the LPP, and

WHEREAS, the award is to be increased in the amount of $29,579.00, including indirect costs, bringing the total amount of the grant award to $414,579.00, including indirect costs, and

WHEREAS, no matching funds are required, be it therefore

RESOLVED, that the 2015-2016 College operating budget be amended to reflect an increase in the amount of $29,579.00, including indirect costs, for the Liberty Partnerships Program, and be it further

RESOLVED, that the College President or his designee is authorized to execute any necessary documentation, including a contract amendment, as approved by the College General Counsel, with the New York State Department of Education, reflecting the increase in the grant award for the Liberty Partnerships Program.

Project Director: Nina Leonhardt
Note: No full-time personnel for amendment
In-kind contribution – none

Bryan Lilly
Secretary

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

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

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

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

1254

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Education Department 89 Washington Avenue Room 503W - EB Albany, NY 12234	BUSINESS UNIT/DEPT. ID: SED01/3300390 CONTRACT NUMBER: C401857 CONTRACT TYPE: ☒ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Suffolk County Community College	TRANSACTION TYPE: ☐ New ☐ Renewal ☒ Amendment
CONTRACTOR DOS INCORPORATED NAME: Suffolk County Community College	PROJECT NAME: Liberty Partnership Program
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000042503 Federal Tax ID Number: 26-2415339 DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 533 College Road Selden, NY 11784 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☐ Municipality, Code: ☐ Tribal Nation ☐ Individual ☒ Not-for-Profit Charities Registration Number: Exemption Status/Code: Exempt ☐ Sectarian Entity

1254

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: 9/01/2012 To: 8/31/2017 CURRENT CONTRACT PERIOD From: 9/01/2015 To: 8/31/2017 AMENDED TERM: From: To: AMENDED PERIOD From: To:	CONTRACT FUNDING AMOUNT (*Multi-year* – enter total projected amount of the contract; *Fixed Term/Simplified Renewal* – enter current period amount): CURRENT: $1,781,536.00 AMENDED: $1,889,670.00 FUNDING SOURCE (S) ☒ State ☐ Federal ☐ Other

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	9/1/12 – 8/31/13	$350,000.00		
2	9/1/13 – 8/31/14	$350,000.00		
3	9/1/14 – 8/31/15	$360,512.00		
4	9/1/15 – 8/31/16	$360,512.00		$414,579.00
5	9/1/16 – 8/31/17	$360,512.00		$414,579.00

ATTACHMENTS PART OF THIS AGREEMENT:

☐ Attachment A:
- ☐ A-1 Program Specific Terms and Conditions
- ☐ A-2 Federally Funded Grants

☒ Attachment B:
- ☐ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☒ B-1 (A) Expenditure Based Budget (Amendment)
- ☐ B-2 (A) Performance Based Budget (Amendment)
- ☐ B-3 (A) Capital Budget (Amendment)

☐ Attachment C: Work Plan
☐ Attachment D: Payment and Reporting Schedule
☐ Other:

1254

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:	THE PEOPLE OF THE STATE OF NEW YORK MaryEllen Elia Commissioner of Education
Suffolk County Community College	
By: Shaun L. McKay	By:
Dr. Shaun L. McKay Printed Name	Richard J. Trautwein or Alison B. Bianchi
Title: President	
Date: 1/5/16	Date: 1-15-16

STATE OF NEW YORK

County of Suffolk

On the 5th day of January, 2016, before me personally appeared Shaun L. McKay, to me known, who being by me duly sworn, did depose and say that he/she resides at Selden, NY, that he/she is the President of the Suffolk County Community College the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) Alicia S. O'Connor

ALICIA S. O'CONNOR
Notary Public, State of New York
No. 02OC6023228
Qualified in Suffolk County
Commission Expires August 01, 2022

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
APPROVED AS TO FORM NYS ATTORNEY GENERAL	APPROVED DEPT. OF AUDIT & CONTROL
Printed Name	Printed Name
JAN 21 2016	FEB 02 2016
Title:	Title:
Date:	Date:
BENJAMIN L. MAGGI ASSISTANT ATTORNEY GENERAL	FOR THE STATE COMPTROLLER

ATTACHMENT B - 1 (A)
Expenditure Based Budget Amendment
Contract Term: September 1, 2012 - August 31, 2017
Budget Period: September 1, 2012 - August 31, 2017
Contract Number: C401857 / Project Number: 0655-16-1430

Budget Categories	Approved 2012-13	Approved 2013-14	Approved 14-15 Award	Proposed 2015-2016 Additional Funds (Net Change)	Proposed 2015-2016 Award	Proposed 2016-2017 Additional Funds (Net Change)	Proposed 2016-2017 Award	Total Multi-Year Contract Amount
Salaries	195,152	162,633	189,502	40,000	229,502	40,000	229,502	
Consultant Services	0	0	12,000	0	12,000	0	12,000	
Other Nonpersonal Services	154,848	187,367	159,010	14,067	173,077	14,067	173,077	
Total	350,000	350,000	360,512	54,067	414,579	54,067	414,579	1,889,670

1254

1254

Suffolk
COUNTY COMMUNITY COLLEGE

Office of Business and Financial Affairs

To: Jon Schneider, Deputy County Executive

From: Gail Vizzini, Vice President for Business and Financial Affairs

Date: February 26, 2016

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

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

Proposal Grant Award X Subcontract _____

Project Name: Liberty Partnerships Program (LPP)

Funding Source: The State Education Department
The University of the State of New York

Amount of Grant Amendment: $29,579

Please call me if there are questions regarding this request.
An e-mail version of the resolution was sent to CERESOREVIEW:
File names: Reso-SCCC-Liberty Amend 16.docx
Backup-SCCC-Liberty Amend 16-SCIN 175A.docx

cc: Nina Leonhardt, Associate Dean, Continuing Education
John Bullard, Jr., Associate Dean for Financial Affairs

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

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

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

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

1255

Intro. Res. No. - 2016 Laid on the Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, AMENDING THE 2016 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE ADDITIONAL STATE AID FROM THE NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES (NYS OASAS) TO VARIOUS CONTRACT AGENCIES

WHEREAS, the 2016 New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) State Aid Funding Authorization dated January 20, 2016 reflects additional State Aid funding to provide Chemical Dependency Services to residents of Suffolk County; and

WHEREAS, Family Service League, Inc. has taken over a new program the Prevention Resource Center as of January 1, 2016, which was formerly operated by Long Island Home d/b/a WSNCHS East Inc.\South Oaks Hospital; and

WHEREAS, NYS OASAS has allocated $469,741 in additional State Aid; and

WHEREAS, these additional funds are not included in the 2016 Operating Budget; now, therefore be it

1st **RESOLVED**, that the County Comptroller is authorized to accept and appropriate $469,741 in additional State Aid as follows:

REVENUES:

001-HSV 3486 State Aid: Narcotics Addiction Control $469,741

ORGANIZATIONS:

Department of Health Services (HSV)
Division of Community Mental Hygiene Services
001-HSV-4310-4980

XORG	OBJECT NAME	2016 Adopted Budget	Increase/ Decrease	2016 Modified Budget
JBA1	Hope for Youth, Inc.	$208,047	+$75,000	$283,047
JOJ1	Concern for Independent Living, Inc.	$62,899	+19,387	$82,286
XXXX	Family Service League, Inc.	$0	+$375,354	$375,354

and be it further

2nd **RESOLVED**, that the County Executive be and hereby is authorized to execute contracts with the above named agencies; and be it further

3rd **RESOLVED**, that the Legislature, being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes a Type II action.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County
Date of Approval:

HSV # 16-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1255

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed

Amending the 2016 Adopted Operating Budget to accept and appropriate additional State Aid from New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) to various contract agencies.

3. Purpose or Proposed Legislation

This Legislation is needed to accept and appropriate additional State Aid from NYS OASAS to various contract agencies.

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

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

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

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

Not applicable.

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

None

8. Proposed Source of Funding

100% State Aid Funding from NYS OASAS.

9. Timing of Impact

Immediate upon approval of the resolution and execution of contract amendments with the providers.

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Diane Holtsford Budget Analyst Suzanne MARTIN Pr Budget Analyst	Suzanne Martin	2/29/16 3-8-16

SCIN FORM 175b (10/95)

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

GENERAL FUND 1255

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1255

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

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

From: Ann Marie Csorny, LCSW
Acting Director, Division of Community Mental Hygiene Services

Date: **February 23, 2016**

Subject: Request for Legislative Resolution

The Division is requesting a Legislative Resolution to accept and appropriate $469,741 in 100% additional State Aid from the New York State Office of Alcoholism and Substance Abuse Services, (NYSOASAS). I have included the January 20, 2016 NYSOASAS State Aid Funding Authorization which identifies the additional State Aid for various contract agencies.

I have attached drafts of the fiscal impact statement, intro resolution and routing form.

Thank you for your consideration.

AMC/PM
Enclosures
Cc: L. Wright, S. Hodosky, S. Reagan, G. Terry, B. Russo

Public Health
Prevent Promote Protect

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

Copy Danon...
orig file

NEW YORK STATE | **Office of Alcoholism and Substance Abuse Services**

ANDREW M. CUOMO

ARLENE GONZALEZ-SANCHEZ, M.S., L.M.S.W.

1255

January 20, 2016

RECEIVED
JAN 26 2016
COMMUNITY MENTAL HYGIENE DIVISION

Mr. Arthur Flescher
Director
Suffolk County Dept. of Health Services
Division of Comm. Mental Hygiene
North County Complex – Bldg. C928
PO Box 6100
725 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Re: 2016 State Aid Funding Authorization

Dear Mr. Flescher:

Enclosed please find a revised 2016 Office of Alcoholism and Substance Abuse Services (OASAS) State Aid Funding Authorization (SAFA) for your County. This revised SAFA has been issued for:

- Hope for Youth, Family Svc League, South Oaks: reflecting 2016 Prospective Budget & Performance Review; transfer of Prevention Resource Center from South Oaks to Family Service League; new Hope for Youth prevention program; removal of X-restrictions.

Please return a signed copy of this Authorization within thirty days to the following address:
NYS OASAS, Bureau of Contracts and Procurement, 5th Floor, 1450 Western Ave, Albany, NY 12203.

In accordance with Section 9 of the NYS Consolidated Budget and Claiming Manual, Local Government Unit payments may be reduced as a result of signed SAFAs not being returned.

If you have questions regarding the enclosed SAFA, please contact your Field Office representative.

Sincerely,

LM Sturges for

P. David Sawicki
Associate Commissioner

cc: Barry Paul
Elaine Economopoulos
Lorraine Sturges
Tara Gabriel
Steve Rabinowitz
Einar Borgstrom
Antonette Whyte-Etere
Angela Brooks

New York State Office of Alcoholism and Substance Abuse Services
State Aid Funding Authorization

County: Suffolk (52)

Region: Long Island

Fiscal Year : 2016

As of: 01/20/2016

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Approved Budgeted Amounts: Gross	Revenue	Net	Funded Net	Funding Code/Source	One-time	Approved State Aid	Local Share	Non-Funded	Restr. Code
00172		3520 00	992	812,926	345,973	466,953	466,953	013F		370,520	96,433	0	
Huntington Youth Bureau Youth Development Research Institute, Inc.		5520 00	90142	235,001	48,722	186,279	186,279	013F		158,819	27,460	0	
		5550 00	90817	4,934	0	4,934	4,934	013M		4,070	864	0	
		Agency 00172 Total:		1,052,861	394,695	658,166	658,166			533,409	124,757	0	
00290		3520 00	776	1,134,140	457,015	677,125	677,125	013F		558,250	118,875	0	
Alternatives Counseling Services, Inc.		5520 00	90143	214,536	0	214,536	214,536	013F		196,107	18,429	0	
		Agency 00290 Total:		1,348,676	457,015	891,661	891,661			754,357	137,304	0	
00352		3520 00	1203	1,327,958	425,981	901,977	901,977	013F		755,531	146,446	0	
The Young Men's Christian Association of Long Island, Incorporated		5520 00	90145	349,472	272	349,200	349,200	013F		341,992	7,208	0	
		Agency 00352 Total:		1,677,430	426,253	1,251,177	1,251,177			1,097,523	153,654	0	
00372		3520 00	560	1,064,131	632,132	431,999	431,999	013F		350,054	81,945	0	
Town of Babylon		Agency 00372 Total:		1,064,131	632,132	431,999	431,999			350,054	81,945	0	
00667		3520 00	7116	929,465	475,410	454,055	454,055	013M		333,043	121,012	0	
Town of Smithtown		4078 00		245,157	0	245,157	245,157	013M		245,157	0	0	
		5520 00	90146	348,825	65,128	283,697	283,697	013F		283,697	0	0	
		Agency 00667 Total:		1,523,447	540,538	982,909	982,909			861,897	121,012	0	
02011		5520 00	90193	197,514	0	197,514	197,514	013M		193,680	3,834	0	
Riverhead Community Awareness Program		5550 00	90638	112,707	0	112,707	112,707	013M		110,687	2,020	0	
		Agency 02011 Total:		310,221	0	310,221	310,221			304,367	5,854	0	

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(c) NYS Office of Alcoholism and Substance Abuse Services, All Rights Reserved

New York State Office of Alcoholism and Substance Abuse Services
State Aid Funding Authorization

County: Suffolk (52)

Region: Long Island

Fiscal Year : 2016

As of: 01/20/2016

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Approved Budgeted Amounts: Gross	Revenue	Net	Funded Net	Funding Code/Source	One-time	Approved State Aid	Local Share	Non-Funded	Restr. Code
16320	Y	3528 00	52394	287,713	79,666	208,047	208,047	013M		208,047	0	0	
Hope for Youth, Inc.		5520 00	90876	200,097	0	200,097	200,097	013M		75,000	125,097	0	
		Agency 16320 Total:		**487,810**	**79,666**	**408,144**	**408,144**			**283,047**	**125,097**	**0**	
16390		3078 00	52618	82,286	0	82,286	82,286	013M		82,286	0	0	
Concern For Independent Living, Inc		**Agency 16390 Total:**		**82,286**	**0**	**82,286**	**82,286**			**82,286**	**0**	**0**	
16810		3520 03	6429	1,082,357	522,111	560,246	560,246	013M		560,246	0	0	
Daytop Village, Inc.		**Agency 16810 Total:**		**1,082,357**	**522,111**	**560,246**	**560,246**			**560,246**	**0**	**0**	
20580		3510 00	8019	1,818,055	92,365	1,725,690	1,725,690	013F		1,626,577	99,113	0	
Catholic Charities of the Diocese of Rockville Centre		3520 00	50121	1,018,646	822,887	195,759	195,759	013M		114,944	80,815	0	
		3520 01	50125	686,285	414,458	271,827	271,827	013M		48,376	223,451	0	
		Agency 20580 Total:		**3,522,986**	**1,329,710**	**2,193,276**	**2,193,276**			**1,789,897**	**403,379**	**0**	
22270		3570 00	51329	770,231	168,737	601,494	601,494	013F		590,507	10,987	0	
SCO Family of Services	P	3570 01	52107	529,320	114,481	414,839	414,839	013F		414,839	0	0	
		Agency 22270 Total:		**1,299,551**	**283,218**	**1,016,333**	**1,016,333**			**1,005,346**	**10,987**	**0**	
23220		5520 00	90194	2,601,054	1,549,557	1,051,497	1,051,497	013M		1,028,264	23,233	0	
Eastern Suffolk BOCES		5550 00	90655	431,788	252,920	178,868	178,868	013M		174,768	4,100	0	
		Agency 23220 Total:		**3,032,842**	**1,802,477**	**1,230,365**	**1,230,365**			**1,203,032**	**27,333**	**0**	

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New York State Office of Alcoholism and Substance Abuse Services
State Aid Funding Authorization

County: Suffolk (52)

Region: Long Island

Fiscal Year : 2016

As of: 01/20/2016

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Approved Budgeted Amounts Gross	Revenue	Net	Funded Net	Funding Code/Source	One-time	Approved State Aid	Local Share	Non-Funded	Restr. Code
31360		3520 03	52648	1,353,834	590,957	762,877	762,877	013M		590,616	172,261	0	
Outreach Development Corporation		Agency 31360 Total:		1,353,834	590,957	762,877	762,877			590,616	172,261	0	
33200		5520 00	90201	231,807	63,087	168,720	168,720	013F		129,842	38,878	0	
Human Understanding & Growth Seminars		Agency 33200 Total:		231,807	63,087	168,720	168,720			129,842	38,878	0	
48170		5520 00	90845	322,429	0	322,429	322,429	013F		275,551	46,878	0	
West Islip Youth Enrichment Services, Inc.		Agency 48170 Total:		322,429	0	322,429	322,429			275,551	46,878	0	
50430		3520 00	51802	1,149,505	779,700	369,805	369,805	013M		127,993	241,812	0	
PSCH, Inc. as Sponsor, Pederson-Krag Center, Inc. as Operator		3520 01	51803	976,999	731,673	245,326	245,326	013M		75,635	169,691	0	
		3520 02	50376	1,120,874	862,205	258,669	258,669	013M		159,796	98,873	0	
		4072 00	52399	41,627	0	41,627	41,627	013F		41,627	0	0	
		5520 00	90335	145,430	430	145,000	145,000	013F		145,000	0	0	
		Agency 50430 Total:		3,434,435	2,374,008	1,060,427	1,060,427			550,051	510,376	0	
50440		3100 00	90875	375,354	0	375,354	375,354	013M		375,354	0	0	
Family Service League, Inc.		3520 00	50994	730,288	521,919	208,369	208,369	013M		88,044	120,325	0	
		3520 01	51813	1,528,539	1,037,792	490,747	490,747	013M		260,038	230,709	0	
		3520 02	52084	541,610	519,302	22,308	22,308	013M		22,308	0	0	
		3520 03	52640	820,538	454,766	365,772	365,772	013M		197,030	168,742	0	
		5520 00	90842	94,496	0	94,496	94,496	013F		94,496	0	0	
		Agency 50440 Total:		4,090,825	2,533,779	1,557,046	1,557,046			1,037,270	519,776	0	

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New York State Office of Alcoholism and Substance Abuse Services
State Aid Funding Authorization

County: Suffolk (52)

Region: Long Island

Fiscal Year : 2016

As of: 01/20/2016

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Approved Budgeted Amounts Gross	Revenue	Net	Funded Net	Funding Code/Source	One-time	Approved State Aid	Local Share	Non-Funded	Restr. Code
70370		0890 01	70002	925,583	0	925,583	925,583	013S		226,061	699,522	0	
Suffolk County Department of Health Services		2050 01	6731	2,105,704	723,518	1,382,186	1,382,186	013F		781,670	600,516	0	
		2050 02	3097	2,651,146	1,107,322	1,543,824	1,543,824	013M		1,018,247	525,577	0	
		2050 03	202	2,132,338	875,010	1,257,328	1,257,328	013M		740,486	516,842	0	
		2050 04	201	1,982,740	519,473	1,463,267	1,463,267	013M		899,189	564,078	0	
		4072 00	52400	48,555	0	48,555	48,555	013F		48,555	0	0	
		Agency 70370 Total:		**9,846,066**	**3,225,323**	**6,620,743**	**6,620,743**			**3,714,208**	**2,906,535**	**0**	
81980		5990 00	52752	111,169	0	111,169	111,169	013M		86,632	24,537	0	
The Long Island Home d/b/a South Oaks Hospital		**Agency 81980 Total:**		**111,169**	**0**	**111,169**	**111,169**			**86,632**	**24,537**	**0**	
83220		3520 00	50023	1,315,420	1,133,257	182,163	182,163	013M		95,439	86,724	0	
John T. Mather Hospital of Port Jefferson, New York, Inc.		**Agency 83220 Total:**		**1,315,420**	**1,133,257**	**182,163**	**182,163**			**95,439**	**86,724**	**0**	
85340		3520 00	50101	528,542	360,424	168,118	168,118	013M		165,130	2,988	0	
Brookhaven Memorial Hospital Medical Center, Inc.		**Agency 85340 Total:**		**528,542**	**360,424**	**168,118**	**168,118**			**165,130**	**2,988**	**0**	

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COUNTY OF SUFFOLK

1255

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

January 28, 2016

Mr. P David Sawicki, Chief Budget Analyst
NYS Office of Alcoholism & Substance Abuse Services
1450 Western Avenue
Albany, New York 12229-3526

Re: 2016 State Aid Funding Authorization

Dear Mr. Sawicki,

As per your letter dated January 20, 2016, enclosed please find the State Aid Funding Authorization (SAFA), for Suffolk County. This revised SAFA has been issued for:

Hope for Youth, Family Service League, South Oaks: reflecting 2016 Prospective Budget & Performance Review; transfer Prevention Resource Center from South Oaks to Family Service League; new Hope for Youth prevention program; removal of X-restrictions.

Art Flescher, Director of the Division of Community Mental Hygiene Services, has signed the authorization.

Sincerely,

Art Flescher, LCSW, CASAC
Director

AF:PM:am

Encl.

Cc: B Russo, S Reagan, P Manos

Public Health

DIVISION OF COMMUNITY MENTAL HYGIENE
Arthur E. Flescher, LCSW, CASAC, Director
North County Complex, Building C928, 725 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, NY 11788
(631) 863-8500 FAX: (631) 863-3117

New York State Office of Alcoholism and Substance Abuse Services
State Aid Funding Authorization

County: Suffolk (52)

Fiscal Year : 2016

As of: 01/20/2016

Region: Long Island

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Approved Budgeted Amounts: Gross	Revenue	Net	Funded Net	Funding Code/Source	One-time	Approved State Aid	Local Share	Non-Funded	Restr. Code
County Suffolk (52) Summary - All Agencies:				37,719,125	16,748,650	20,970,475	20,970,475			15,470,200	5,500,275	0	
Less Direct Contracts/DASNY:				0	0	0	0			0	0	0	
Approved LGU Funding:				37,719,125	16,748,650	20,970,475	20,970,475			15,470,200	5,500,275	0	

Signature

Date 1/28/16

1255

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1255

2016 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Amending the 2016 Adopted Operating Budget to accept and appropriate additional State Aid from the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) to various contract agencies.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate additional State Aid from the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) to various contract agencies.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: This additional State Aid will provide Chemical Dependency Services to residents of Suffolk County.

FISCAL IMPLICATIONS: To accept and appropriate $469,741 in additional State Aid to the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

1255

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

February 25, 2016

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 to amend the 2016 Adopted Operating Budget to accept and appropriate additional State Aid from the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) to various contract agencies. This additional State Aid will provide Chemical Dependency Services to residents of Suffolk County.

I enclose the financial impact statement and other materials for this Resolution. If you have any questions on the enclosed, please call Barbara Russo at 3-8533. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-MH NYSOASAS Aid.docx."

Sincerely,

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

Enclosures

C: Christina Capobianco, CPA, Deputy Commissioner
Barbara Marano, CPA, Executive Assistant for Finance & Administration
Jennifer Culp, Assistant to the Commissioner of Health Services
Ann Marie Csorny, Acting Director, Division of Community Mental Hygiene Services
Barbara Russo, Principal Financial Analyst
Susan B. Hodosky, Principal Financial Analyst
Diane Holtsford, Budget Analyst

Public Health
Prevent. Promote. Protect.

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

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

1255

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office

1256

Intro. Res. No. -2016 Laid on Table 3/22/16

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE RENEWAL OF THE LEASE OF PREMISES LOCATED AT 1850 NEW YORK AVENUE, HUNTINGTON, NY FOR USE BY THIRD DISTRICT COURT

WHEREAS, the Third District Court currently leases 12,805 square feet of office space from the Landlord which space is located at 1850 New York Avenue, Huntington, New York; and

WHEREAS, the County entered into a Lease with the landlord, 35 East 32 Corporation, with a term that will expire on January 1, 2017; and

WHEREAS, the Third District Court utilizes this facility for judicial purposes in serving the Town of Islip and its constituents and is desirous of continuing its operations from the premises location; and

WHEREAS, the Landlord has expressed its willingness to renew the lease a year ahead of the expiration date with an increase in rent from $20.73 to $21.00 per square foot in exchange for installing energy saving LED lamps throughout the facility; and

WHEREAS, the Landlord has expressed its willingness assume the custodial duties at this remote facility for a flat rate of $3.00 per square foot in additional rent payments for the term of the lease; and

WHEREAS, the Landlord has expressed its willingness to renew the lease at 1850 New York Avenue, Huntington, New York for fifteen (15) years, with annual base rent escalations of two percent (2%); and

WHEREAS, the Space Management Steering Committee recommended the approval of the terms for this lease renewal at its November 19, 2015 meeting; and

WHEREAS, sufficient funds are included in the 2016 Operating Budget for lease payments to be made in connection with the premises; now, therefore be it

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

2nd RESOLVED, that the County Executive be and hereby is authorized to execute a Lease Extension Commencing May 1, 2016, for term of fifteen (15) years, in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed.

DATED:

APPROVED BY:

County Executive of Suffolk County
Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law ____ Charter Law ____

2. Title of Proposed Legislation

AUTHORIZING THE RENEWAL OF THE LEASE OF PREMISES LOCATED AT 1850 NEW YORK AVENUE, HUNTINGTON, NY FOR USE BY THIRD DISTRICT COURT

3. Purpose of Proposed Legislation

See No. 2 above.

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

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

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

6. If the Answer to Item 5 is "yes", Provide Detailed Explanation of Impact.
THE RENT AT THIS LOCATION WILL BE INCREASING FROM $20.73 TO $21.00 PER SQ. FT. WITH A 2% ANNUAL ESCALATION AND THE CUSTODIAL COST OF $3.00 PER SQ FT WILL REMAIN FLAT.

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

8. Proposed Source of Funding
2016 Operating Budget

9. Timing of Impact
5/1/16 THRU 4/30/31

10. Typed Name and Title of Preparer	11. Signature of Preparer	12. Date
Gilbert Anderson, P.E., Commissioner Theresa Lollo Budget Office		3/8/16

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

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**		$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.

To be completed by the Executive Budget Office

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 OF SUPPORT

TITLE OF BILL: AUTHORIZING THE RENEWAL OF THE LEASE OF PREMISES LOCATED AT 1850 NEW YORK AVENUE, HUNTINGTON, NY FOR USE BY THIRD DISTRICT COURT

PURPOSE OR GENERAL IDEA OF BILL: RENEWAL OF THE LEASE OF PREMISES LOCATED AT 1850 NEW YORK AVENUE, HUNTINGTON, NY FOR USE BY THIRD DISTRICT COURT

SUMMARY OF SPECIFIC PROVISIONS: THE LANDLORD HAS EXPRESSED ITS WILLINGNESS TO RENEW THE LEASE AT 1850 NEW YORK AVENUE, HUNTINGTON, NEW YORK FOR FIFTEEN (15) YEARS, WITH ANNUAL BASE RENT ESCALATIONS OF TWO PERCENT (2%); (A YEAR AHEAD OF THE EXPIRATION DATE) WITH AN INCREASE IN RENT FROM $20.73 TO $21.00 PER SQUARE FOOT IN EXCHANGE FOR INSTALLING ENERGY SAVING LED LAMPS THROUGHOUT THE FACILITY, ASSUMING THE CUSTODIAL DUTIES AT THIS REMOTE FACILITY FOR A FLAT RATE OF $3.00 PER SQUARE FOOT IN ADDITIONAL RENT PAYMENTS FOR THE TERM OF THE LEASE.

JUSTIFICATION: IN EXCHANGE FOR A RENT INCREASE OF $0.27 PER SQUARE FOOT IN 2016 THE LANDLORD HAS AGREED TO INSTALL ENERGY SAVING BULBS AT THIS LOCATION WHICH WILL REDUCE THE COUNTY PAID ENERGY COST AND ALLEVIATE THE COUNTY FROM REPLACING BULBS FOR YEARS TO COME. THE LANDLORD WILL FOR A FLAT FEE ASSUME CLEANING RESPONSIBILITIES A THIS REMOTE LOCATION.

FISCAL IMPLICATIONS: EXCEPT FOR THE ADDITIONAL CUSTODIAL COSTS THIS IS ESSENTIALLY A CONTINUATION OF THE EXISTING LEASE TERMS INCLUDING THE 2% ESCALATION OF BASE RENT.

SPACE SELECTION REPORT

BUILDING # R0705

1256

Summary:
The Third District Court has been at this location since the 1980's and the building was remodeled under a previous lease amendment. Since the County was actively considering relocating this use to other leased space, the landlord was open to negotiation on the lease terms. Under the new terms, the landlord will assume custodial duties at this remote location and replace the existing fluorescent lamps with LED energy saving lamps which will save the County on energy costs as well as maintenance costs since the new lamps should last for years to come.

Address
Third District Court
1850 New York Avenue,
Huntington, NY 11746

User Group(s)
Court

Proposal Information

1. Lease Term: **15 (Fifteen) Years**
2. Renewal Date: From **5/1/2016** To **4/30//2031**
3. Square Footage: **12,805**
4. Type of Tenancy Proposed __X__ Sole Tenant _____ Multi-Tenant

Comments:

Building Documents

1. Advertisement: _____ Yes __X__ No w/explanation The search and negotiations were handled under contract by Newmark, Grubb, Knight, Frank
2. Lease Term Sheet: __X__ Yes _____ No w/explanation _____
3. Rent Analysis: __X__ Yes _____ No w/explanation _____
4. Site Candidates: __X__ Yes _____ No w/explanation _____
5. Comparison Chart __X__ Yes _____ No w/explanation _____
6. County Space: _____ Yes __X__ No w/explanation _____
   No suitable County owned space was available in this area.

RESTATEMENT AND EXTENSION OF

LEASE AGREEMENT

between

35 EAST 32 CORPORATION

as Landlord

and

COUNTY OF SUFFOLK,

as Tenant

Date for Reference Purposes: December 8, 2015

Premises: 1850 New York Avenue, Huntington, New York

Barcode #0038366

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Exhibits:

Exhibit A - Custodial Services

Exhibit B - Landlord - Tenant Responsibilities

Exhibit C - Legislative Requirements

AGREEMENT OF LEASE

THIS RESTATEMENT AND EXTENSION OF LEASE AGREEMENT ("Restatement and Extension of Lease") made as of the ___ day of _____, 2015, between 35 EAST 32 CORPORATION, a New York corporation, whose address is 138-19 Coolidge Avenue, Jamaica, New York, 11435 ("LANDLORD"), and the COUNTY OF SUFFOLK, a municipal corporation with an address at County Center, Riverhead, New York 11901 ("TENANT" or "County"), acting through its duly constituted Department of Public Works ("Department"), located at 335 Yaphank Avenue, Yaphank, New York 11980.

W I T N E S S E T H:

WHEREAS, LANDLORD and TENANT entered into a lease dated July 13, 1983, (Suffolk County designation R-0705) as amended by the First Amendment of Suffolk Lease last dated October 24, 2000 (collectively, hereinafter the "Original Lease"), for use by TENANT of approximately 12,805 square feet of space in the building located at 1850 New York Avenue, Huntington, New York, and related facilities, improvements, and permanent installations and parking, for the rent and on all of the terms and conditions as set forth in the Lease; and

WHEREAS, the Original Lease is currently in full force and effect; and

WHEREAS, LANDLORD and TENANT desire to extend the term of the Original Lease for the premises on all of the terms and conditions of the Original Lease, as modified herein; and

WHEREAS, the Suffolk County Executive has been authorized to enter into this Restatement and Extension of Lease pursuant to Suffolk County Resolution No. _____-2016 ;

NOW, THEREFORE, in consideration of this Restatement and Extension of Lease Restatement and Extension of Lease, the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LANDLORD and TENANT agree as follows:

SECTION 1. DESCRIPTION

Section 1.01 In consideration of and subject to the terms, covenants, agreements, provisions, conditions, and limitations set forth in this Restatement and Extension of Lease Restatement and Extension of Lease, LANDLORD hereby agrees to lease to TENANT approximately 12,805 square feet of space in the building located at 1850 New York Avenue, Huntington, New York, and related facilities, improvements, permanent installations, and parking, (referred to hereinafter as the "Demised Premises") and further identified as:

S.C. Tax Map No.	Dist.	Sect.	Blk	Lot
	400	144	01	76

SECTION 2. PURPOSE

Section 2.01 The parties acknowledge that TENANT is a municipal corporation and is entering into and executing this Restatement and Extension of Lease by virtue of the authority set forth in Resolution No. -2016, for the use of the Demised Premises as space for the Third District Court and/or other administrative and executive offices. No other use will be permitted without the LANDLORD's prior consent, which consent will not be unreasonably withheld.

Section 2.02 LANDLORD warrants that it holds such title to or other interest in the Demised Premises and other property as is necessary to give and fully provide the TENANT with access to the Demised Premises and full use and enjoyment thereof in accordance with the provisions of this Restatement and Extension of Lease.

Section 2.03 LANDLORD warrants that the intended use of the Demised Premises is a permitted use under LANDLORD's title to the Demised Premises and that LANDLORD knows of no covenant, restriction, or other agreement which would prevent such use or occupancy. LANDLORD further certifies that no covenants, restrictions, or other impediments to title have been added since the date of the issuance of the title insurance policy.

SECTION 3. TERM

Section 3.01 The term of this Restatement and Extension of Lease Restatement and Extension of Lease shall commence on May 1, 2016, upon the expiration of the Original Lease (the "Extension Commencement Date") and shall expire fifteen (15) years later on April 30, 2031 (the "Expiration Date"), or on such earlier date as this Restatement and Extension of Lease Restatement and Extension of Lease may terminate or expire as provided for herein; provided, however, that if such date does not fall on a "Business Day" defined below, then this Restatement and Extension of Lease Restatement and Extension of Lease shall end on the next Business Day.

For the purposes of this Restatement and Extension of Lease and all agreements supplemented to this Restatement and Extension of Lease, the term "Business Day" means any day except a Saturday, Sunday, or any day on which commercial banks are required or authorized to close in Suffolk County, New York.

SECTION 4. RENT

Section 4.01 "Annual Rent" for the Demised Premises for the first year of the Term shall be $268,905.00, beginning on the Extension Commencement Date. Annual Rent shall include all costs and expenses incurred by LANDLORD for operating, maintaining and repairing the building and related facilities, improvements, permanent installations, and parking provided for pursuant to the terms of this Restatement and Extension of Lease.

Section 4.02 Commencing on the first anniversary date of the Extension Commencement Date, and on each anniversary date thereafter, Annual Rent shall increase by 2% over the Annual Rent in the preceding year.

Section 4.03 Added to Annual Base Rent shall be the annual fixed amount of $38,415 per year, as "Custodial Charges." Services which are to be provided in exchange for payment of Custodial Charges shall be in accordance with the cleaning specifications attached hereto as **Exhibit A**, hereinafter called "Custodial Services". TENANT agrees to pay, as an "Expense," defined below in *Section 4.07*, any increase over the Custodial Charge upon submission of a voucher by

LANDLORD, in conformance with *Section 4.07* below. TENANT may at any time, upon reasonable written notice to LANDLORD, review Custodial Charges and may elect to terminate Custodial Services by LANDLORD for any reason, upon providing not less than forty-five (45) days written notice to LANDLORD. Upon termination of Custodial Services, the rental amounts set forth below shall be reduced by the amount of $38,415 per year. Partial months shall be prorated.

Section 4.04 "Total Rent" for the Demised Premises, which amount shall include the sum of the amounts set forth in *Sections 4.01*, *4.02* and *4.03* shall be as follows:

Total Rent for the Demised Premises

Year 1	$307,320.00	Year 9	$353,480.00
Year 2	$312,698.00	Year 10	$359,781.00
Year 3	$318,184.00	Year 11	$366,209.00
Year 4	$323,779.00	Year 12	$372,765.00
Year 5	$329,486.00	Year 13	$379,452.00
Year 6	$335,308.00	Year 14	$386,272.00
Year 7	$341,246.00	Year 15	$393,229.00
Year 8	$347,302.00		

Section 4.05 Total Rent for the Demised Premises shall be payable by TENANT to LANDLORD, at LANDLORD's address first set forth above, or at such other place designated by LANDLORD in writing, in equal monthly installments, in advance, on the first day of each calendar month during the Term. Partial months shall be prorated.

Section 4.06 The Extension Commencement Date set forth at *Section 3.01* shall be the operative determinant for annual rent escalations.

Section 4.07 LANDLORD recognizes that TENANT is a municipal corporation whose financial obligations are strictly regulated by statute. The duly constituted rules, regulations, and proceedings of said municipality require that the payment of Total Rent shall only be made in accordance with such statutes. As part of said procedures, it is necessary that LANDLORD submit vouchers provided by TENANT for the payment of Total Rent hereinabove provided, and any other reasonable documentation as may be required by TENANT for payment of Expenses, as defined in *Section 4.08*, or other charges under the terms of this Restatement and Extension of Lease. LANDLORD hereby agrees to submit such vouchers and all reasonable documentation of Expenses or other charges timely and as may be reasonably requested by TENANT's Department of Audit and Control within one hundred eighty (180) days following the end of the calendar year in which such cost or expense relating to the request for payment was incurred. TENANT agrees to deliver vouchers to LANDLORD at least ten (10) Business Days after a request from LANDLORD for a voucher(s) to be submitted for payment of an Expense. Failure to submit the vouchers within one hundred and eighty (180) days following the end of the calendar year in which such cost or expense was incurred shall constitute grounds for the TENANT to deny

payment for the same. If TENANT fails to deliver the vouchers as required hereunder, then LANDLORD shall not be required to submit the undelivered vouchers as a condition to its right to receive any payment to which such voucher relates, and the failure of LANDLORD to submit such undelivered voucher to TENANT shall not prevent or constitute a condition to LANDLORD's ability to exercise its rights pursuant to **Section 25**. Once completed by LANDLORD, LANDLORD shall submit the vouchers to TENANT. By submitting completed vouchers for Total Rent, LANDLORD shall have satisfied its obligation to request payment of Total Rent hereunder for the entire calendar year.

Section 4.08 Any sums, charges, fees, expenses, or amounts to be paid by TENANT pursuant to the provisions of this Restatement and Extension of Lease, other than Total Rent, shall be designated as and deemed to be "Expense(s)" and shall be payable by TENANT to LANDLORD, as additional rent, within sixty (60) days after LANDLORD gives TENANT written notice that such payment is due, together with a voucher, and any supporting documentation reasonably required by TENANT, for the amount of such Expense, unless otherwise provided in this Restatement and Extension of Lease except that any Expense submitted for the payment of "Real Estate Taxes," defined at *Section 8.01* shall be payable within thirty (30) days after LANDLORD has given TENANT written notice that such payment is due, together with a voucher and supporting documentation. LANDLORD shall have the same rights and remedies upon TENANT's failure to pay Expense as for the non-payment of the Total Rent and TENANT's obligations to make adjustments of Expenses referred to in this Restatement and Extension of Lease, shall survive any expiration or termination of this Restatement and Extension of Lease.

Section 4.09 Acceptance of rent from other than named TENANT shall in no event be deemed the acceptance and acquiescence to any assignment or subletting of the Demised Premises in whole or in part. No payment by TENANT or receipt by LANDLORD of an amount less than the monthly rent then due, including additional rent, shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement or extraneous matter on any check or in any letter accompanying such payment of rent affect the terms of this Restatement and Extension of Lease or be deemed an accord and satisfaction, and LANDLORD may accept such payment without prejudice to any of its rights.

SECTION 5. UTILITIES

Section 5.01 Provided the TENANT is not in default under any of the covenants of this Restatement and Extension of Lease, LANDLORD shall provide during "Working Hours" (Monday through Friday from 8:00 a.m. to 6:00 p.m. and Saturdays from 8:00 a.m. to 1:00 p.m., holidays excepted: (a) necessary elevator facilities; (b) heat to the Demised Premises when and as required by law; (c) water for ordinary lavatory purposes; and (d) air conditioning/cooling at reasonable temperatures, pressures and degrees of humidity and in reasonable volumes and velocities at suitable locations will be furnish during Working Hours when it may be required for the comfortable use and occupancy of the Demised Premises by the TENANT, (e) electricity to the Demised Premises

Section 5.02 All costs, fees, and charges for public or private utility services for the Demised Premises during the Term (i.e. water, gas, and electric), together with any taxes thereon, shall be paid as indicated on the "Landlord-Tenant Responsibilities Sheet" annexed as **Exhibit B**. If the charge is a TENANT charge, it shall be paid by TENANT directly to the applicable utility company. Any utility connections required to be made following the Commencement Date shall be a TENANT charge.

SECTION 6. REAL ESTATE TAXES

Section 6.01 LANDLORD shall pay all Real Estate Taxes, as defined below, during the entire Term of this Restatement and Extension of Lease. TENANT agrees to reimburse LANDLORD, as an Expense, the Real Estate Taxes less the 1984/1985 Base Year Real Estate Taxes of $13,553.29.

The term "Real Estate Taxes" shall mean and be deemed to include all real property taxes, assessments, county taxes, transit taxes, or any other governmental charge of a similar nature whether general, special, ordinary, or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, including without limitation, assessments for public improvements or benefits. If, due to a change in the method of taxation, any franchise, income, profit, sales, rental, use and occupancy, or other tax shall be substituted for or levied against LANDLORD or any owner of the building and/or the land in lieu of Real Estate Taxes hereinabove defined, upon or with respect to the building or the land, such tax shall be included in the term "Real Estate Taxes". Nothing contained herein shall be construed to include as "Real Estate Taxes" any inheritance, estate, succession, transfer, gift franchise, corporation, income or profit tax, or capital levy that is or may be imposed upon LANDLORD.

Section 6.02 Any and all demands by LANDLORD to TENANT for reimbursement by TENANT of Real Estate Taxes shall be submitted to TENANT within one hundred eighty (180) days of the receipted tax bill. Failure to timely submit the receipted tax bill shall result in forfeiture of the right to reimbursement described under this paragraph heading. LANDLORD shall not be penalized nor shall TENANT be subject to any forfeiture of Expenses if LANDLORD's receipt of any paid bill for taxes or special assessments is delayed for reasons beyond LANDLORD's control.

Section 6.03 TENANT shall not be responsible to pay interest on any unpaid installment due to a late payment of any Real Estate Taxes by LANDLORD, which may hereafter be levied, imposed, or assessed against or upon the building and/or the land upon which the Demised Premises are located.

Section 6.04 Any Real Estate Taxes relating to a fiscal period of the taxing authority, a part of which period is included within the Term and a part of which is included in a period of time after the Expiration Date, shall be adjusted between LANDLORD and COUNTY so that COUNTY shall pay only that portion of such Real Estate Taxes allocable to the portion of such fiscal period which coincides with the Term, and LANDLORD shall pay the remainder thereof.

Section 6.05 LANDLORD represents to TENANT that TENANT's Proportionate Share as defined under *Section 6.01* represents the ratio, in the form of a percentage, of the Demised Premises to the entire building. LANDLORD agrees that should LANDLORD make any additions or alterations to the building of which the Demised Premises form a part, in either case for its own use or for the use of the tenant occupants of the building, that TENANT herein shall only pay its Proportionate Share, as adjusted, of the Real Estate Taxes.

Section 606 LANDLORD shall have the sole, absolute and unrestricted right, but not the obligation, at any time and from time to time to contest, dispute or protest any Real Estate Taxes against or affecting the Demised Premises, and/or the tax lot(s) of which the Demised Premises are or become a part, whether by means of negotiations, agreement, legal proceedings or otherwise. In the event LANDLOR shall institute any contest, dispute or protest, it shall have the sole, absolute and unrestricted right to settle any negotiations, contests, proceedings or actions

upon whatever terms LANLORD may in its sole discretion determine. Should LANLDORD be successful in any such reduction proceedings and obtain a rebate for any year for which TENANT has made a tax payment, proved TEANTN is not in default under this Restatement and Extension of Lease, LANDLORD shall, after deducting its expenses, including without limitation, attorney's fees and disbursements in connection therewith, send TENANT a check for TEANTNS share of such rebate.

SECTION 7. PARKING

Section 7.01 During the term of this Restatement and Extension of Lease, LANDLORD shall provide unobstructed, paved parking spaces contiguous to the subject building wherein the Demised Premises are located, and under the control of LANDLORD, which parking shall be in compliance with all requirements of any "Governmental Authority."

For purposes of this Restatement and Extension of Lease, "Governmental Authority" means the United State of America, the State of New York, the County of Suffolk, and any other city, municipality, village, town, department, board, or instrumentality of any and/or all of the foregoing, or any quasi-governmental authority, now existing or hereafter created, and any officer thereof, having jurisdiction over the Demised Premises.

Section 7.02 LANDLORD covenants and represents that it is the ground lessee of the property located south of the Demised Premises and north of Veterans Memorial Highway. Landlord further covenants and agrees that, except for the Enterprise Rental Car building, the aforesaid property lying between the Demised Premises and Veterans Memorial Highway shall be used exclusively for parking purposes during the Term of this Lease. No structure shall be erected thereon so as to obstruct visibility of the demised Premises from Veterans Memorial Highway without the prior written consent of TENANT.

SECTION 8. DELIVERY AND CONDITION

Section 8.01 TENANT hereby acknowledges and agrees that TENANT has used and occupied the Demised Premises for a continuous period and TENANT hereby accepts the Demised Premises in its "as is" condition.

Section 8.02 TENANT agrees that LANDLORD shall not be required to perform any work or furnish any materials to prepare the Demised Premises for TENANT's occupancy except as specifically set forth in the attached "LANDLORD's Work Letter," annexed hereto as **Exhibit C**.

Section 8.03 At any time, and from time to time after execution of this Restatement and Extension of Lease and during the Term, the agents and employees of the TENANT may, upon reasonable notice to LANDLORD, enter upon the Demised Premises to determine the potential or actual compliance by LANDLORD with the requirements of this Restatement and Extension of Lease, which purposes shall include, but not be limited to: (i) inspecting, sampling, and analyzing suspected asbestos-containing materials; (ii) air quality monitoring; (iii) inspecting heating, ventilation, and air conditions systems, maintenance records, and mechanical rooms for the Demised Premises; (iv) inspecting for any leaks, spills, or other potentially hazardous conditions; and (v) inspecting for any current or past hazardous waste operations to ensure that appropriate mitigative actions were taken to alleviate any activities determined by the TENANT to not be in compliance with environmental standards as set forth in any pertinent Federal, State, or local laws.

Section 8.04 Nothing in *Section 8.03* shall be construed to create a duty on TENANT to inspect or to impose a higher standard of care than on other lessees. The purpose of *Section 8.03* is to promote the ease with which TENANT may inspect the Demised Premises and report unacceptable conditions to LANDLORD. Nothing in *Section 8.03* shall act to relieve LANDLORD of any duty to inspect or of any liability that may arise as a result of LANDLORD's failure to inspect for, or correct a hazardous condition.

SECTION 9. MEASUREMENT OF DEMISED PREMISES

Section 9.01 At any time following the Extension Commencement Date, TENANT shall have the right, upon notice delivered to LANDLORD to measure the Demised Premises. In the event any such measurement pursuant to this *Section 9.01* indicates that the actual square footage is lower than the number set for at *Section 1.01* hereinabove, or otherwise agreed upon by LANDLORD and TENANT, the parties shall execute an agreement amending *Section 1.01* to reflect the lower, actual square footage of the Demised Premises and adjust rent accordingly. In no event shall TENANT be required to pay for space in excess of that set forth in *Section 1.01* unless the increase in building space is the result of a written request by TENANT.

SECTION 10. PREVAILING WAGE

Section 10.01 In the event any construction or reconstruction of the Demised Premises constitutes public work under Article 8 of the Labor Law, LANDLORD agrees to comply with the prevailing wage requirements in connection with such construction or reconstruction of the Demised Premises.

Section 10.02 LANDLORD is advised to fully familiarize itself with all applicable provisions of the New York State Labor Law and more specifically, Article 8, Public Work. If applicable, it is the responsibility of LANDLORD to provide each of its contractors/subcontractors with the prevailing wage rate schedule.

SECTION 11. LAWFUL HIRING OF EMPLOYEES LAW IN CONNECTION WITH CONTRACTS FOR CONSTRUCTION OR FUTURE CONSTRUCTION

Section 11.01 This agreement is subject to the Lawful Hiring of Employees Law of the County Of Suffolk, Suffolk County Code Chapter 353, as more fully set forth in Exhibit D entitled "Suffolk County Legislative Requirements." In accordance with this law, LANDLORD and any subcontractor or owner, as the case may be, agrees to maintain the documentation mandated to be kept by this law on the construction site at all times. LANDLORD and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the construction site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the construction site during such working hours.

SECTION 12. EFFECT OF ACCEPTANCE AND OCCUPANCY

Section 12.01 TENANT's occupancy of the Demised Premises, shall not be construed either as a waiver of any requirement of or right of the TENANT under this Restatement and Extension of Lease, or as otherwise prejudicing the TENANT with respect to any such requirement or right.

SECTION 13. CARE AND REPAIR OF DEMISED PREMISES BY TENANT

Section 13.01 During the Term of this Restatement and Extension of Lease, and subject to the provisions of **Section 15**, TENANT shall, at TENANT's sole cost and expense, make and be responsible for all repairs and replacements relating to the Demised Premises which are not caused by or due to a Latent Defect, and which are in accordance with **Exhibit B,** as well as those repairs and/or replacements which are made necessary by: (1) the performance of any "Alterations," defined in *Section 14.01*, made by TENANT; (2) the negligent use or operation of TENANT's property or fixtures; (3) the moving of TENANT's property or fixtures in, out or about the Demised Premises; (4) the negligence or misuse of the Demised Premises by TENANT or its officers, employees, personnel, agents, representatives, contractors, subcontractors, or invitees. All repairs made by or on behalf of TENANT shall be at least equal in quality and design to the original construction of the Demised Premises.

Section 13.02 In the event either TENANT or LANDLORD choose to terminate the provision of Custodial Services by the LANDLORD, in accordance with the provisions of *Section 4.03* of this Restatement and Extension of Lease, LANDLORD shall have no further obligation to provide or perform Custodial Services and TENANT shall be obligated to perform the same at its sole cost and expense.

SECTION 14. ALTERATIONS

Section 14.01 TENANT shall have the right, during the term of this Restatement and Extension of Lease, to make any "Alterations," meaning any alterations, installations, improvements, additions, or renovations to the Demised Premises or any part or portion thereof, with the prior consent of the LANDLORD, which are non-structural and do not affect interior and exterior walls, the foundation or roof of the building and which do not affect or pertain to any plumbing, electrical, heating, ventilation, air-conditioning, mechanical, vertical transport, or other systems and equipment (collectively "Building Systems"). TENANT shall not make Alterations that are structural or affect the interior and exterior walls, foundation or roof of the building, or affect or pertain to any Building Systems.

TENANT shall deliver to LANDLORD a copy of the final plans and specifications showing the actual construction for all Alterations. LANDLORD shall have the right, but not the obligation, to review and supervise any Alterations performed at the Demised Premises.

Section 14.02 All Alterations, excluding TENANT's trade fixtures, moveable office furniture, and moveable equipment, installed in the Demised Premises, either by TENANT or by LANDLORD on TENANT's behalf, shall become the property of LANDLORD and shall remain upon and be surrendered with the Demised Premises upon the expiration or earlier termination of the Restatement and Extension of Lease. Nothing in this **Section 14** shall be construed to give LANDLORD title to, or to authorize LANDLORD to prevent TENANT's removal of trade fixtures, moveable office furniture and equipment.

Section 14.03 LANDLORD and TENANT agree that the Demised Premises and any construction, reconstruction, renovation, or alteration of the Demised Premises shall comply with the standards for new construction set forth by 28 C.F.R. Part 36, including Appendix A, the Americans with Disability Act Accessibility Guideline (ADAAG), and any local and state codes. If the standards and guidelines conflict, the more stringent code requirements shall be followed. It is further agreed that the heating, ventilating, and air conditions systems in the Demised Premises shall conform to the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) standards.

SECTION 15. CARE OF DEMISED PREMISES BY LANDLORD

Section 15.01 The Demised Premises, as a whole, are properly constructed and delivered to the TENANT in good condition. Except in case of damage arising out of the willful act or negligence of TENANT, its officers, employees, agents, or invitees, and subject to the provisions of **Section 13**, LANDLORD shall maintain and promptly repair the Demised Premises, including the building, Building Systems and all equipment, fixtures, and appurtenances furnished by the LANDLORD under this Restatement and Extension of Lease, to keep same in good repair and condition, and in accordance with general industry practice in the operation of such a building, so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, water, access and other things to the Demised Premises, without reasonably preventable or recurring disruption, as is required for the TENANT's access to, occupancy, possession, use and enjoyment of the Demised Premises as provided in this Restatement and Extension of Lease, at LANDLORD's sole cost and expense.

Section 15.02 Subject to Excusable Delays, and in the absence of gross negligence on the part of the TENANT, LANDLORD guarantees that the Demised Premises shall continually have heat, electricity, air conditioning, and plumbing available for use by the TENANT. It is hereby understood and agreed that the heating and air conditioning systems will be kept under a uniform and systematic program of service and repair as prescribed according to manufacturer specifications, solely at LANDLORD's expense. If any existing heating and air conditioning systems are inadequate to provide a consistent degree of comfort, LANDLORD shall, at its own expense, replace or modify the system to assure consistent comfortable temperatures.

Section 15.03 LANDLORD shall have a building superintendent or a locally designated representative available to promptly correct deficiencies and keep the TENANT notified of the name of that person or persons as well as with all contact information.

Section 15.04 In addition to the LANDLORD's obligations under *Section 19.01*, and subject to the provisions of **Section 17**, LANDLORD shall further make all necessary repairs, replacements and perform maintenance, at no additional cost to TENANT, as follows:

a. to the exterior and to the structure of the building, including roof and roofing;
b. to the exterior water, gas and electrical services, including drainage structures, cesspools, septic tanks and all connecting piping; it being specifically understood that in no event shall LANDLORD be liable for failure of any service provided by an independent utility provider;
c. to the interior walls, ceiling, floors and floor coverings when such are made necessary because of faulty construction, LANDLORD's failure to keep structure in proper repair, structural failure, or rook leaks;
d. to the plumbing, heating, (including all underground tanks and fuel oil supply and return lines) electrical and air conditioning systems:
e. made necessary by fire or other peril covered by the standard extended coverage endorsement on fire insurance or by reason of war, wind, or Acts of God, contents excepted;
f. landscaping and general maintenance of landscaped areas of the Building;
g. to the sidewalks, driveways, service areas, curbs, ramps and parking areas;
h. building maintenance, interior and exterior; and
i. to all items designated as LANDLORD responsibility as shown in **Exhibit C**.

Section 15.05 TENANT shall give to LANDLORD prompt written notice (notice by fax or e-mail being acceptable) of any accidents, damage to, or defects in the roof, the exterior of the building, plumbing, electrical service, electrical lights, or HVAC apparatus. Absent misconduct by the TENANT, these defects shall be remedied by LANDLORD.

Section 15.06 LANDLORD agrees, at its sole cost and expense, to perform all necessary maintenance, repairs, and replacements to the Demised Premises caused by the negligence or willful misconduct of LANDLORD, and LANDLORD's employees, agents, contractors, and subcontractors. TENANT shall notify LANDLORD of the need for any such repair or replacement promptly after TENANT becomes aware of the need for the same.

Section 15.07 LANDLORD shall provide timely maintenance testing and inspection of the Demised Premises and the building equipment and systems in accordance with applicable codes. Inspection certificates must be displayed as required by law, including annual testing and maintenance of fire extinguishers.

Section 15.08 Neither LANDLORD nor its custodial contractor shall be liable for consequential or other damages to either person or property caused by any reason beyond the reasonable control of LANDLORD, including of the following enumerated matters, nor shall LESSOR be deemed to have evicted TENANT, nor shall there be any abatement of Annual Rent (except as otherwise provided hereunder), nor shall TENANT be relieved from performance of any covenant on its part to be performed hereunder by reason of: (i) failure by LESSOR or its custodial contractor to furnish any Janitorial Services due to reasons beyond the reasonable control of LANDLORD or its custodial contractor; or (ii) breakdown of properly maintained equipment or machinery and the reasonably prompt repair of such equipment or machinery utilized in supplying any Janitorial Services; or (iii) cessation of any Janitorial Services due to causes or circumstances beyond the boundaries of the Premises and not caused by LANDLORD or its custodial contractor and which is beyond LANDLORD's or LANDLORD's custodial contractor's reasonable control. LANDLORD and its custodial contractor shall use reasonable diligence to make such repairs as may be required to machinery or equipment within the Building to provide restoration of any Janitorial Services.

Section 15.09 During the Term of this Restatement and Extension of Lease, LANDLORD shall provide any and all necessary exterminating, fumigating, or treatment for rodent, vermin, or insect infestation reported by TENANT, or discovered by LANDLORD unless such infestation results from TENANT's misuse or gross negligence, in which case such extermination, fumigation, or treatment shall be performed at TENANT's sole cost and expense. Such extermination, fumigation, or treatment to be performed by a New York State Environmental Conservation certified applicator subject to the provisions of Chapter 647 of the Suffolk County Code.

SECTION 16. <u>INSURANCE</u>

Section 16.01 TENANT shall procure and keep in full force and effect at its own cost and expense liability insurance in which policy LANDLORD or, in the event TENANT is requested in writing by LANDLORD, LANDLORD's Mortgagee, or their successors or assigns, shall be named as an additional insured in an amount not less than One Million Dollars ($2,000,000.00) per occurrence for bodily injury and One Million Dollars ($2,000,000.00) per occurrence for property damage, and shall furnish LANDLORD with proof of same. This insurance is to be excess over any other valid and collectible insurance except insurance that is written specifically as excess over the limits of liability that apply to this policy.

Section 16.02 Notwithstanding the foregoing, TENANT, at its sole option, subject to TENANT being in full compliance with all applicable New York State, local and federal regulations regarding TENANT's self-insurance program and subject to TENANT's satisfying the Self-Insurance Standard, may elect to be either partially or totally self-insured and thereby assume responsibility for that portion of the liability insurance for which it is insured. In this case, TENANT must notify LANDLORD of its self-insured status by a signed writing. This self-insurance is to be excess over any other valid and collectible insurance.

Section 16.03 TENANT shall only provide liability insurance, naming the LANDLORD as an additional insured, for the area leased. The LANDLORD is required to provide commercial general liability insurance, naming the TENANT as an additional insured, for all common areas or any other areas of the building not leased to the TENANT, including parking areas and walkways, regardless of whether the areas are designated for the TENANT's use including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage.

a. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.

b. LANDLORD shall furnish to the TENANT current declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the LANDLORD shall furnish a declaration page or insuring agreement and endorsement page evidencing the COUNTY's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

c. All evidence of insurance shall provide for the Department to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the LANDLORD to notify the TENANT immediately of any cancellation, nonrenewal, or material change in any insurance policy.

d. In the event LANDLORD shall fail to provide the proof of insurance required under this *Section 20.03*, the TENANT may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due the LANDLORD under the Restatement and Extension of Lease or any other agreement between the TENANT and the LANDLORD.

Section 20.04 All risk of loss from fire or any other peril causing damage or destruction to the Demised Premises or any other real or personal property of LANDLORD during the Term shall be borne by LANDLORD. Any property insurance policy(s) obtained by LANDLORD to cover this exposure shall contain a Waiver of Subrogation against TENANT. Prior to the Commencement Date, LANDLORD must submit to TENANT a current certificate of insurance indicating that such waiver is in full force. The risk of loss from any peril to the personal property, furniture, fixtures, equipment of TENANT located on the Demised Premises shall be borne by TENANT, and TENANT waives any right of subrogation against LANDLORD with respect to such losses.

Section 16.06 In the event the property is transferred by LANDLORD, the Transferee shall immediately provide the Department with the required proof of insurance in accordance with this **Section 16.**

SECTION 17. INDEMNIFICATION

Section 17.01 To the extent permitted by law, TENANT shall protect, indemnify and hold harmless LANDLORD and its officers, officials, employees, contractors, and agents from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions (except for claims brought by TENANT employees under Workers' Compensation Laws), including reimbursement of the cost of reasonable attorneys' fees, arising out of the acts, omissions, or the negligence of TENANT, its officers, agents, guests, invitees, servants, employees, contractors or subcontracts in connection with the Demised Premises and TENANT's obligations under the Restatement and Extension of Lease; provided, however, that TENANT shall not indemnify for that portion of any claim, loss or damage arising under this Restatement and Extension of Lease due to the negligent act or failure to act of the LANDLORD. TENANT shall defend LANDLORD and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts, omissions, or negligence of TENANT, its officers, officials, employees, subcontractors or agents, guests and invitees, if any, in connection with the Demised Premises and TENANT's obligations under the Restatement and Extension of Lease.

Section 17.02 To the extent permitted by law, LANDLORD shall protect, indemnify and hold harmless TENANT and its officers, officials, employees, contractors, and agents from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, including reimbursement of the cost of reasonable attorneys' fees, arising out of the intentional acts, omissions, or the negligence of LANDLORD, its officers, agents, guests, invitees, servants, employees, contractors or subcontracts in connection with the Demised Premises and LANDLORD's obligations under the Restatement and Extension of Lease; provided, however, that LANDLORD shall not indemnify for that portion of any claim, loss or damage arising under this Restatement and Extension of Lease due to the negligent act or failure to act of the TENANT. LANDLORD shall defend TENANT and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts, omissions, or negligence of LANDLORD, its officers, officials, employees, subcontractors or agents, guests and invitees if any, in connection with the Demised Premises and LANDLORD's obligations under the Restatement and Extension of Lease.

SECTION 18. FIRE AND CASUALTY DAMAGE

Section 18.01 If the Demised Premises or any part thereof be destroyed or damaged so as to render the Demised Premises untenantable for its intended purpose, as reasonably determined by TENANT, and LANDLORD is unable to guarantee the full restoration of the Demised Premises within six (6) months from the date of such destruction or damage, either party may terminate the Restatement and Extension of Lease by giving written notice to the other party within sixty (60) calendar days of the fire or other casualty; if so terminated, no rent will accrue to the LANDLORD after such partial destruction or damage;

Section 18.02 As long as the TENANT is deprived of the use of any or all of the Demised Premises on account of fire or casualty, Total Rent shall be abated in proportion to the usable area

of the Demised Premises that are rendered substantially unfit for occupancy by such fire or casualty, unless, in the TENANT's sole judgment, such fire or casualty renders the undamaged part of the Demised Premises materially unsuitable for use by the TENANT for the uses contemplated by this Restatement and Extension of Lease, in which event the Total Rent shall be abated entirely during such period of deprivation.

Section 18.03 Unless LANDLORD or TENANT shall serve a termination notice as provided for in *Sections 22.01*, LANDLORD shall work diligently to make all repairs and restorations to the Demised Premises, with all reasonable expedition, subject to delays due to adjustment of insurance claims and Excusable Delays. After any such casualty, TENANT shall cooperate with LANDLORD's restoration by removing from the Demised Premises as promptly as reasonably possible any of TENANT's salvageable inventory and movable equipment, furniture, and other property as requested by LANDLORD.

Section 18.04 Except as provided in this Section, nothing contained in this Restatement and Extension of Lease shall relieve TENANT from liability that may exist as a result of damage from fire or other casualty. TENANT acknowledges that LANDLORD will not carry insurance on TENANT's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by TENANT and agrees that LANLDORD will not be obligated to repair any damage thereto or replace the same.

Section 18.05 The parties agree that this **Section 18** constitutes an express agreement governing any case of damage or destruction of the Demised Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force shall have no applicability.

SECTION 19. AIR QUALITY

Section 19.01 The interior of the Demised Premises shall at all times maintain and meet Air Quality Standards suitable for and comparable to commercial office buildings, of similar age and construction type, in the Huntington, New York area. TENANT may provide, at its own cost, a written report by an outside independent consultant specializing in air quality analysis, notifying LANDLORD that the air quality in the interior Demised Premises is materially adversely affected by specifically found and identified mold or other air contaminants to levels significantly above those identified as normal for a commercial office building as described above. LANDLORD shall take prompt action to cure or otherwise remedy the condition at LANDLORD's sole cost and expense. Notwithstanding the foregoing, any condition caused by TENANT's use or occupancy of the Demised Premises may be cured or otherwise remedied by LANDLORD, at TENANT's sole cost and expense.

Section 19.02 Where LANDLORD has cured an Air Quality condition at the request of TENANT, LANDLORD shall also be required to provide a written report to TENANT, at LANDLORD's sole cost and expense (unless such Air Quality condition was caused by TENANT, in which case such report shall be provided at TENANT's sole cost and expense), provided by an outside consultant specializing in Air Quality analysis, reasonably acceptable to the Department, indicating that the condition has been cured and that the Air Quality is suitable for the use intended.

Section 19.03 LANDLORD shall not be required to cure any condition if such condition is caused by the acts or inactions of the TENANT, its invitees, employees, and/or agents.

SECTION 20. NEGATIVE COVENANTS

Section 20.01 TENANT shall not use, occupy, maintain, or operate the Demised Premises, nor suffer or permit the Demised Premises or any part thereof to be used, occupied, maintained, or operated, nor bring into or keep at the Demised Premises, nor suffer or permit anything to be brought into or kept therein, which would in any way (a) violate any term, covenant, or condition of this Restatement and Extension of Lease, (b) violate any restrictive covenant, operating covenant, encumbrance, or easement affecting the Demised Premises, (c) violate any Legal Requirements, (d) make void or voidable any insurance policy then in force with respect to the Demised Premises or make any such insurance unobtainable or increase the rate of any insurance with respect to the Demised Premises, (e) cause physical damage to the Demised Premises or any part thereof, (f) permit the excess accumulation of waste or refuse matter, or (g) constitute a public or private nuisance.

Section 20.02 TENANT shall not place a load upon any floor or roof of the Demised Premises that exceeds the floor/roof load per square foot that such floor/roof was designed to carry or which is allowed by Legal Requirements.

SECTION 21. LANDLORD'S DEFAULT REMEDIES/DAMAGES

Section 21.01 Upon the occurrence, at any time prior to, or during the Term of the Restatement and Extension of Lease, in addition to any other remedy available to LANDLORD at law or in equity, of any one or more of the following events (referred to as "Events of Default"):

> (i) if TENANT shall default in the payment when due of any installment of Total Rent, and any such default continues for ten (10) Business Days, except for January of each calendar year, then if such default in January continues beyond twenty-five (25) Business Days, after LANDLORD shall give TENANT a written notice specifying such default; or
>
> (ii) if TENANT defaults in the keeping, observance or performance of any covenant or agreement (other than a default of the character referred to in (i) above), and if such default continues and is not cured within thirty (30) days after LANDLORD gives TENANT written notice specifying same, or, in the case of a default which for causes beyond TENANT's reasonable control cannot, with reasonable diligence be cured within such period of thirty (30) days, if TENANT shall not immediately upon the giving of such written notice, (a) advise LANDLORD of TENANT's intention duly to institute all steps necessary to cure such default and (b) institute and thereafter diligently prosecute to completion all steps necessary to cure the same;

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

Section 21.02 By notice to TENANT, LANDLORD shall have the right to terminate this Restatement and Extension of Lease as of a date specified in the notice of termination, which date shall not be less than thirty (30) days from the service of the Notice, and in such case, TENANT's rights, including any based on any option to renew, to the possession and use of the Demised Premises shall end absolutely as of the termination date; and this Restatement and Extension of

Lease shall also terminate in all respects except for the provisions hereof regarding LANDLORD's damages and TENANT's liabilities arising prior to, out of or following the Event of Default and the ensuing termination.

Section 21.03 Unless and until LANDLORD has terminated this Restatement and Extension of Lease pursuant to *Section 21.02* above, TENANT shall remain fully liable and responsible to perform all of the covenants, and to observe all the conditions of this Restatement and Extension of Lease throughout the remainder of the Term to the early termination date.

Section 21.04 LANDLORD may enforce and protect the rights of LANDLORD hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief, and for recovery of all moneys due or to become due from TENANT under any of the provisions of this Restatement and Extension of Lease.

Section 21.05 Without limiting the generality of the foregoing, if TENANT shall be in default in the performance of any of its obligations hereunder, other than a default in the payment of rent or in curing an emergency situation, LANDLORD, upon written notice to TENANT, providing TENANT with thirty (30) days to cure or remedy the default, may (but shall not be obligated to do so), in addition to any other rights it may have in law or in equity, cure such default on behalf of TENANT, and TENANT shall reimburse LANDLORD upon demand for any sums paid or costs incurred by LANDLORD in curing such default.

Section 21.06 LANDLORD shall have all rights and remedies now or hereafter existing at law or in equity with respect to the enforcement of TENANT's obligations hereunder and the recovery of the Demised Premises. No right or remedy herein conferred upon or reserved to LANDLORD shall be exclusive of any other right or remedy, but shall be cumulative and in addition to all other rights and remedies given hereunder or now or hereafter existing at law. LANDLORD shall be entitled to injunctive relief in case of the violation, or attempted or threatened violation, of any covenant, agreement, condition or provision of this Restatement and Extension of Lease, or to a decree compelling performance of any covenant, agreement, condition or provision of this Restatement and Extension of Lease.

Section 21.07 No delay or forbearance by LANDLORD in exercising any right or remedy hereunder, or LANDLORD's undertaking or performing any act or matter which is not expressly required to be undertaken by LANDLORD shall be construed, respectively, to be a waiver of LANDLORD's rights or to represent any agreement by LANDLORD to undertake or perform such act or matter thereafter. Waiver by LANDLORD of any breach by TENANT of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by LANDLORD) or failure by LANDLORD to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of LANDLORD's right to have any such covenant or condition duly performed or observed by TENANT, or of LANDLORD's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of LANDLORD in respect of such breach or any subsequent breach. LANDLORD's receipt and acceptance of any payment from TENANT which is tendered not in conformity with the provisions of this Restatement and Extension of Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of LANDLORD to recover any payments then owing by TENANT which are not paid in full, or act as a bar to the termination of this Restatement and Extension of Lease and the recovery of the Demised Premises because of TENANT's previous default.

Section 21.08 Except for the monetary obligations of either party, LANDLORD and TENANT shall not be in default of this Restatement and Extension of Lease because of such party's inability to perform the covenants and obligations set forth herein during the continuance of any period of Excusable Delays, except as may otherwise be expressly specified in this Restatement and Extension of Lease.

As used in this Restatement and Extension of Lease, the term "Excusable Delays" means delays arising without the fault or negligence of LANDLORD or LANDLORD's contractors, subcontractors, and suppliers, and shall include, without limitation: Acts of God or of the public enemy, fire, floods, unusual severe weather, epidemics, quarantine restrictions, strikes, labor disputes, major material shortages preventing procurement of such materials, riots, war insurrection, inaction or delay by governmental authorities, or other unforeseeable causes beyond the control and without the fault or negligence of LANDLORD, its contractors, and subcontractors.

SECTION 22. TENANT'S DEFAULT REMEDIES AND DAMAGES

Section 22.01 The covenant to pay rent and the covenant to provide any service, utility, maintenance, repair or replacements required under this Restatement and Extension of Lease are interdependent. The occurrence of any one or more of the following during the Term of this Restatement and Extension of Lease shall constitute a default by LANDLORD under this Restatement and Extension of Lease: (1) failure to maintain, repair, replace, operate, or service the Demised Premises in accordance with the provisions of this Restatement and Extension of Lease; or (2) repeated and unexcused failure within an eighteen (18) month period by LANDLORD to maintain any Building System in accordance with the requirements of this Restatement and Extension of Lease.

Section 22.02 In addition to any other remedy available to TENANT at law or in equity, if LANDLORD shall fail to perform any of its obligations under this Restatement and Extension of Lease, TENANT may perform the same at the expense of LANDLORD (i) immediately (a) after forty-eight (48) hours written notice in the case of an "Emergency," as defined below; (b) after ten (10) business days written notice if such failure unreasonably interferes with the efficient operation of the Demised Premises; or (c) after ten (10) business days written notice if such failure may result in a violation of any Legal Requirements or in the cancellation of any required insurance; (ii) in any other case, if such failure shall remain uncured for a period of thirty (30) days next following LANDLORD's receipt of written notice thereof from the County, unless such failure is of such a nature that, notwithstanding the best efforts of LANDLORD, it cannot be completely cured or remedied within said 30-days, in which event such failure shall not constitute a default by LANDLORD so long as LANDLORD thereafter diligently continues its efforts to cure or remedy the same, then after ten (10) days from the date of the giving of written notice of TENANT's intention to perform the same or, in the case of a failure which, for causes beyond the LANDLORD's reasonable control cannot with reasonable diligence by LANDLORD be cured within such additional 10-day period, such 10-day period shall be deemed extended if the LANDLORD immediately upon the receipt of such notice, (a) advises the other of its intention to institute all steps necessary to cure such failure and (b) institutes and thereafter diligently prosecutes to completion all steps necessary to cure the same, providing TENANT with written reports regarding the progress of the cure.

An "Emergency" means any situation where the Department, in a commercially reasonable standard, concludes that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid imminent material damage to all or any material

portion of the Demised Premises, (ii) to protect any Person from imminent harm, or (iii) to avoid the imminent suspension of any necessary material service in or to the Demised Premises, the failure of which service would have a material and adverse effect on the Demised Premises or the COUNTY's ability to utilize the Demised Premises for its intended purposes, including but not limited to, supplying heat, air-conditioning, ventilation, light and water to the Demised Premises.

Section 22.03 In the event of any failure by LANDLORD to provide any service, utility, maintenance, repair, or replacement required under this Restatement and Extension of Lease, TENANT may, subject to the notice requirements of *Section 26.02* above, by contract or otherwise, perform the requirement and provide LANDLORD with a written invoice containing the resulting cost to the TENANT. LANDLORD shall pay TENANT the costs thereof, within ninety (90) days after receipt by LANDLORD of a written statement as to the amounts of such costs and fee. In the event LANDLORD does not remit the total amount of the costs and fee described herein within the requisite time, TENANT may withhold such amount from the next monthly installment of Total Rent, subject to the limitation that, in no event shall the amount withheld in any month exceed 5% of the next monthly installment of Total Rent. In the event that TENANT is limited from withholding the entire amount owed, TENANT may continue to withhold monies from each next succeeding monthly installment of Total Rent until the total expenses of the TENANT are recouped from LANDLORD. No deduction from rent pursuant to this clause shall constitute a default by the TENANT under this Restatement and Extension of Lease. This remedy is not exclusive and is in addition to any other remedies that may be available under this Restatement and Extension of Lease or at law.

Section 22.04 In the event that there is an interruption, curtailment or failure by LANDLORD to supply cooled or outside air, heat, plumbing or electricity for ten (10) consecutive Business Days after LANDLORD has received written notice (e-mail or fax being acceptable) of such interruption, curtailment or failure (except that, with respect to plumbing or electricity, this *Section 26.04* shall only apply in the event such interruption, curtailment or failure of such services occurs as a direct result of a failure by LANDLORD o comply with its repair or maintenance obligations regarding such systems as and to the extent required under this Restatement and Extension of Lease), and where (a) such failure is not caused by Excusable Delays or causes reasonably beyond the control of LANDLORD, (b) the Demised Premises has been placed in a condition where a reasonable TENANT could not reasonably be expected to continue to use the Demised Premises for its intended purpose, and (c) LANDLORD has either not commenced to cure such condition or has not used reasonable diligence in following same to completion, the same shall constitute an actual or constructive eviction, in whole or in part, and TENANT shall be entitled to terminate this Restatement and Extension of Lease effective immediately and shall further be entitled to an abatement of rent during the period any such interruption, curtailment or failure prior to the Restatement and Extension of Lease being terminated. In the event the County elects not to terminate this Restatement and Extension of Lease, TENANT shall be entitled to an abatement of rent during the period any such interruption, curtailment or failure continues and until such services are restored.

Section 22.05 The rights and remedies of TENANT specified hereunder are not exclusive, but are in addition to any other rights and remedies provided by law or equity or otherwise available under this Restatement and Extension of Lease. TENANT may enforce and protect the rights of TENANT hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief, and for recovery of all moneys due or to become due from LANDLORD under any of the provisions of this Restatement and Extension of Lease.

Section 22.06 No delay or forbearance by TENANT in exercising any right or remedy hereunder, or TENANT's undertaking or performing any act or matter which is not expressly required to be undertaken by TENANT shall be construed, respectively, to be a waiver of TENANT's rights or to represent any agreement by TENANT to undertake or perform such act or matter thereafter. Waiver by TENANT of any breach by LANDLORD of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by TENANT) or failure by TENANT to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of TENANT's right to have any such covenant or condition duly performed or observed by LANDLORD, or of TENANT's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of TENANT in respect of such breach or any subsequent breach. TENANT's receipt and acceptance of any payment from LANDLORD which is tendered not in conformity with the provisions of this Restatement and Extension of Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of TENANT to recover any payments then owing by LANDLORD which are not paid in full, or act as a bar to the termination of this Restatement and Extension of Lease.

SECTION 23. LANDLORD'S RIGHT TO INSPECT AND REPAIR; ACCESS GENERALLY

Section 23.01 LANDLORD may, but shall not be obligated to, enter the Demised Premises at any reasonable time, on reasonable written notice to TENANT (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs, replacements, and additions in, to, and about the Demised Premises, as necessary or desirable or to perform any covenant, obligation or service contemplated in this Restatement and Extension of Lease. LANDLORD shall not be required to notify TENANT in connection with any entry into the Demised Premises during normal business hours for purposes of LANDLORD's obligations under this Restatement and Extension of Lease to maintain or repair the Demised Premises, or to perform scheduled cleaning. LANDLORD shall provide telephonic notice at least one hour prior to entering the Demised Premises during non-business hours or to provide unscheduled cleaning services. Notwithstanding anything to the contrary contained in this Section, LANDLORD shall use reasonable efforts in its access of the Demised Premises to cause a minimal amount of interference with TENANT's use of the Demised Premises.

Section 27.02 LANDLORD may erect and maintain pipes and conduits and wires running over or under the Demised Premises to the other parts of the building of which the Demised Premises for a part. Any work performed pursuant to this *Section 23.02* shall be performed in a manner to minimize any impact on TENANT's use of the Demised Premises.

SECTION 24. SURRENDER OF DEMISED PREMISES; HOLDOVER

Section 24.01 This Restatement and Extension of Lease and the tenancy hereby created shall cease and terminate at the end of the above term, without the necessity of any further notice from either the LANDLORD or the TENANT to terminate the same and that continued occupancy of the Demised Premises by the Lessee after the expiration of said term shall not operate to renew the Restatement and Extension of Lease for said term or any part thereof.

Section 24.02 On the Expiration Date, or upon the earlier termination of this Restatement and Extension of Lease, TENANT shall, at its expense, quit, surrender, vacate, and deliver the

Demised Premises to LANDLORD in good order, condition and repair, ordinary wear and tear and damage for which TENANT is not responsible under the terms of the Restatement and Extension of Lease, or damage by the elements, fire or other casualty beyond TENANT's reasonable control excepted, together with all improvements therein. TENANT shall, at its expense, remove from the Demised Premises all TENANT's personal property and any personal property of Persons claiming by, through or under TENANT, equipment, furniture, and any Alterations not approved by LANDLORD, and shall repair or pay the cost of repairing all damage to the Demised Premises occasioned by such removal. Any TENANT's personal property or Alterations of TENANT, which shall remain in the Demised Premises after the termination of this Restatement and Extension of Lease, shall be deemed to have been abandoned and either may be retained by LANDLORD as its property or may be stored or disposed of as LANDLORD may see fit. If property not so removed shall be sold, LANDLORD may receive and retain the proceeds of such sale and apply the same, at LANDLORD's option, against the reasonable expenses of the sale, moving and storage, arrears of rent and any damages to which LANDLORD may be entitled. Any excess proceeds shall be the property of LANDLORD.

Section 24.03 If TENANT shall remain in possession of the Demised Premises after the termination of this Restatement and Extension of Lease without the execution of a new lease, TENANT, subject to all of the other terms of this Restatement and Extension of Lease insofar as the same are applicable to a month-to-month tenancy, and without waiving TENANT's default or preventing LANDLORD from suing to obtain possession, shall be deemed to be occupying the Demised Premises as a tenant from month to month, at a monthly rental equal to one hundred and five percent (105%) of the monthly rent last payable by TENANT hereunder.

Section 24.04 The provisions of this **Section 24** shall survive the expiration or earlier termination of this Restatement and Extension of Lease.

SECTION 25. NOTICES

Section 25.01 **Operational Notices**: Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the parties regarding this Restatement and Extension of Lease shall be in writing and shall be given to the TENANT or LANDLORD or their designated representative, by regular or certified mail in postpaid envelope or by a nationally recognized courier service at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows: (a) if to TENANT, to the Suffolk County Department of Public Works, Attention: Commissioner, 335 Yaphank Avenue, Yaphank, New York 11980; with a copy to the Suffolk County Department Of Law, Attn: Suffolk County Attorney, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; and (b) if to LANDLORD, at LANDLORD's address first above set forth, or at such other address as TENANT or LANDLORD, respectively, may designate in writing.

Section 25.02 **Notices Relating to Termination and/or Litigation:** In the event LANDLORD receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Restatement and Extension of Lease, LANDLORD shall immediately deliver to the TENANT Attorney, at the address set forth above, copies of all papers filed by or against LANDLORD.

a. Any communication or notice regarding termination shall be in writing and shall be given to the TENANT or the LANDLORD or their designated representative at the addresses set forth in *Section 29.01* or at such other addresses that may be specified in

writing by the parties and shall be deemed to be duly given only if delivered: (i) personally [personal service on TENANT must be pursuant to New York Civil Practice Law and Rules Section 311]; (ii) by nationally recognized overnight courier; or (iii) mailed by registered or certified mail in a postpaid envelope addressed: Notice shall be deemed to have been duly given (1) if delivered personally, upon acceptance or refusal thereof, (2) if by nationally recognized overnight courier, the first Business Day subsequent to transmittal and (3) if mailed by registered or certified mail, upon the seventh Business Day after the mailing thereof.

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

Section 25.03 Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

SECTION 26. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT

Section 26.01 TENANT agrees that this Restatement and Extension of Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Demised Premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect present or subsequent subordination of this Restatement and Extension of Lease. TENANT agrees, however, within fifteen (15) Business Days next following the Suffolk County Attorney's Office receipt of a written demand, to execute such instruments as LANDLORD may reasonably request to evidence further the subordination of this Restatement and Extension of Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the Demised Premises, and to any water, sewer or access easement necessary or desirable to serve the Demised Premises or adjoining property owned in whole or in part by LANDLORD if such easement does not interfere with the full enjoyment of any right granted TENANT under this Restatement and Extension of Lease, subject to the conditions stated in *Section 26.05*.

Section 26.02 No such subordination, to either existing or future mortgages, deed of trust or other lien or security instrument shall operate to affect adversely any right of TENANT under this Restatement and Extension of Lease so long as TENANT is not in default under this Restatement and Extension of Lease. LANDLORD will include in any future mortgage, deed of trust or other security instrument to which this Restatement and Extension of Lease becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. LANDLORD warrants that the holders of all notes or other obligations secured by existing mortgages, deed of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to TENANT promptly upon demand.

Section 26.03 In the event of any sale of the Demised Premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, TENANT will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Demised Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of LANDLORD under this Restatement and Extension of Lease, so as to establish direct privity of estate and contract between TENANT and such purchasers or

transferees, with the same force, effect and relative priority in time and right as if the Restatement and Extension of Lease had initially been entered into between such purchasers or transferees and TENANT; provided, further, that such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Restatement and Extension of Lease, or other writings, as shall be necessary to document the foregoing relationship.

Section 26.04 Within twenty (20) days next following TENANT's receipt of a joint written request from LANDLORD and a prospective lender of purchaser of the Demised Premises, the County Attorney's Office shall execute and deliver to LANDLORD a letter stating that the same is issued subject to the conditions stated in *Section 26.05*, and, if such is the case, that (1) the Restatement and Extension of Lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

Section 26.05 Letters issued pursuant to *Section 26.04* are subject to the following conditions: (1) that they are based solely upon a reasonably diligent review of TENANT's Restatement and Extension of Lease file as of the date of issuance; (2) that TENANT shall not be held liable because of any defect in or condition of the Demised Premises; (3) that TENANT does not warrant or represent that the Demised Premises comply with applicable Federal, State and local law; and (4) that LANDLORD, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Demised Premises and by inquiry to appropriate Federal, State, and local government officials.

SECTION 27. ASSIGNMENT AND SUBLETTING

TENANT shall not assign, sublet, or otherwise transfer any portion of the Demised Premises or this Restatement and Extension of Lease without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld or delayed, and upon such reasonable terms and conditions that may then be imposed by LANDLORD.

SECTION 28. LANDLORD'S RIGHT TO SHOW DEMISED PREMISES

LANDLORD may, at any time, show the Demised Premises to prospective purchasers and mortgagees and, during the eight (8) months prior to the expiration of this Restatement and Extension of Lease, to prospective tenants, during "Business Hours," as that term is defined below, upon reasonable notice to TENANT or by other special arrangement between LANDLORD and TENANT.

For the purposes of this Restatement and Extension of Lease, the term "Business Hours" means from 8:30 a.m. to 5:30 p.m. during Business Days.

SECTION 29. EMINENT DOMAIN

Section 29.01 If the Demised Premises, or any part thereof, or any estate therein, or any other part of the building materially affecting TENANT's use of the Demised Premises, including parking area, be taken by virtue of eminent domain, this Restatement and Extension of Lease shall terminate on the date when title vests pursuant to such taking, rent shall be apportioned as of said date and any Total Rent paid for any period beyond said date shall be repaid to TENANT. TENANT shall not be entitled to any part of the award or any payment in lieu thereof; however,

TENANT may file a claim for any taking of fixtures and improvements owned by TENANT, and for moving expenses.

Section 29.02 TENANT shall have the right to make a claim against the condemning authority for any taking of TENANT's personal property and for business interruption, moving and related expenses, provided TENANT shall make a separate claim therefore which shall not impair LANDLORD's claim or recovery.

Section 29.03 Notwithstanding the foregoing, if all or any portion of the Demised Premises shall be condemned or taken for governmental occupancy for a limited period of time, this Restatement and Extension of Lease shall continue in full force and effect (with an abatement of Total Rent, if applicable). If the termination of such governmental occupancy is prior to expiration of this Restatement and Extension of Lease, LANDLORD shall restore the Demised Premises as nearly as possible to its condition prior to the condemnation or taking.

SECTION 30. ENVIRONMENTAL RESPONSIBILITIES

Section 30.01 TENANT shall not use or suffer the use of all or any part of the Demised Premises to treat, generate, store, dispose of, transfer, release, convey or recover any "Hazardous Substances," as that term is defined below. TENANT shall immediately notify LANDLORD of the presence or suspected presence of any Hazardous Substance on or about the Demised Premises and shall deliver to LANDLORD any notice received by TENANT with respect to any Hazardous Substance relating thereto.

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

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

Section 30.02 LANDLORD represents and warrants that to LANDLORD's actual knowledge, the Demised Premises has not been used for the generation, treatment, storage, or disposal of hazardous waste and LANDLORD certifies that to LANDLORD's actual knowledge, the

Demised Premises comply with all applicable Federal, State, and local regulations concerning the provision of a safe work environment free from environmental contaminants and hazards.

Section 30.03 Except to the extent the same are the obligations of TENANT under the Restatement and Extension of Lease, LANDLORD shall comply with all Environmental Laws affecting or related to its use or ownership of the Demised Premises, including but not limited to, the construction or demolition of any improvement thereon, and shall give TENANT prompt notice of any lack of compliance with any of the foregoing of which it obtains knowledge and of any notice it receives of the alleged non-compliance with Environmental Laws. TENANT shall cooperate with LANDLORD's efforts hereunder; provided, however, that TENANT shall not be required to incur any out of pocket costs in so doing. LANDLORD shall indemnify TENANT against all claims, losses, costs, expenses, fines, penalties and damages which may be imposed by reason of, or arising out of LANDLORD's failure to fully and promptly comply with the provisions of this Section.

Section 30.04 Subject to the provisions of *Section 32.02*, TENANT, at its expense, shall comply with all Environmental Laws applicable to the Demises Premises and shall give LANDLORD prompt notice of any lack of compliance with any of the foregoing and of any notice it receives of the alleged violation of any Environmental Laws. LANDLORD shall cooperate with TENANT's efforts hereunder.

Section 30.05 The provisions of this **Section 34** shall survive the expiration or earlier termination of this Restatement and Extension of Lease.

SECTION 31. SIGNAGE

Any signage which may be requested by TENANT shall be subject to approval by both the LANDLORD and the local governmental authority and shall be erected at TENANT's sole cost and expense.

SECTION 32. QUIET ENJOYMENT

LANDLORD covenants that if and so long as TENANT pays Total Rent and Expenses, and fully and faithfully performs the covenants hereof, TENANT shall peaceably and quietly have, hold and enjoy the Demised Premises for the Term, subject to the provisions of this Restatement and Extension of Lease.

SECTION 33. NO IMPLIED WAIVER

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

SECTION 34. SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

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

SECTION 35. ADDITIONAL DISCLOSURE REQUIREMENTS

Section 35.01 In addition to the requirements set forth under **Exhibit D(1)**, LANDLORD represents and warrants that it shall submit to TENANT verified Public Disclosure Statements ("Statements") required pursuant to the Land Acquisition Public Disclosure Law of Suffolk County (S.C. Code Chapter 551). An updated Land Acquisition Public Disclosure Statements shall be submitted whenever there is a change in any information required pursuant to S.C. Code § 551-6.

Section 35.02 LANDLORD acknowledges that the filing of these statements is a material, contractual and statutory duty and that failure to file the statements shall constitute a material breach of this Restatement and Extension of Lease, for which TENANT shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of five percent (5%) of the amount of the Total Rent for the year in which the breach has occurred; provided, however, no penalty shall be due unless and until LANDLORD has received a written notice of failure to file the requisite forms and fifteen (15) Business Days to cure. No breach shall be deemed to have occurred in the event that TENANT has failed to provide the requisite forms to be completed by LANDLORD upon LANDLORD's request for same. In any event, TENANT agrees to provide LANDLORD with written notice of any anticipated or actual breach of this **Section 35**.

Section 35.03 LANDLORD agrees to notify TENANT in writing prior to any transfer of title or conveyance by operation of law. In the event of a transfer of title or a conveyance by operation of law which results in a conflict of interest under State or local law, TENANT shall have the right to cancel this Restatement and Extension of Lease upon three (3) months notice to LANDLORD from the date of TENANT's discovery of such transfer or conveyance, unless the consent of the TENANT to such transfer is obtained prior thereto, which consent shall not be unreasonably withheld. Such consent shall not be required for (i) a transfer between current owners or their spouses, children, or trusts or entities for the benefit of such persons; or (ii) any financial institution or mortgagee following a foreclosure or deed-in-lieu of foreclosure. Incident to such application for consent, new Statements, and an affirmation of the provisions of Chapter 664 of the Suffolk County Code (relating to the offering of gratuities) shall be submitted by the proposed new owner, in accordance with the requirements of the TENANT by registered or certified mail, return receipt requested, addressed to the Suffolk County Department of Law, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788 or such other address as TENANT may designate in writing. The failure of the TENANT to object to such proposed transfer by notice delivered either personally or by nationally recognized overnight courier to LANDLORD within ten (10) business days of receipt of such application shall constitute consent on the part of the TENANT.

SECTION 36. COOPERATION ON CLAIMS

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

SECTION 37. MISCELLANEOUS

Section 37.01 TENANT shall be permitted to record this Restatement and Extension of Lease or a memorandum thereof.

Section 37.02 References contained herein to Sections, Exhibits and Schedules shall be deemed to be references to the Articles, Exhibits, and Schedules of and to this Restatement and Extension of Lease unless specified to the contrary.

Section 37.03 TENANT agrees that, notwithstanding any other provision of this Restatement and Extension of Lease, LANDLORD shall not be under any personal liability under this Restatement and Extension of Lease and, if LANDLORD defaults hereunder, TENANT shall look solely to the interest of LANDLORD or its successor in the Premises for the satisfaction of any judgment or other judicial process requiring the payment of money by LANDLORD based upon any default hereunder, and no other assets of LANDLORD or any such successor shall be subject to levy, execution or other enforcement procedure for the satisfaction of any such judgment or process. Upon any conveyance or transfer of the building, the transferor shall be relieved from all liability hereunder. LANDLORD shall not be held liable for any injury to or death of any person or persons, or injury or damage to goods, furniture, fixtures or other property, from theft or accident, or from steam, gas, electricity, water, or rain which may seep into issue or flow from the building, unless same shall be due to LANDLORD's negligence or failure to remove snow and/or ice.

SECTION 38. NOT A CO-PARTNERSHIP OR JOINT VENTURE

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

SECTION 39. BROKER

LANDLORD and TENANT each represent and warrant to the other that Newmark of Long Island LLC d/b/a Newmark Knight Frank LI ("Broker") brought about this Restatement and Extension of Lease and that otherwise no other broker or finder took any part in any dealings, negotiations, or consultations with respect to the Demised Premises or this Restatement and Extension of Lease. LANDLORD agrees to pay Broker a full commission pursuant to a separate agreement between LANDLORD and the Broker. LANDLORD further agrees to indemnify and hold harmless the TENANT against any claim, demand and judgment which may be made or obtained against the COUNTY by Broker or any other broker claiming a commission for bringing about this Restatement and Extension of Lease. The TENANT shall forthwith notify the LANDLORD of any such claim, demand, or legal action and the LANDLORD shall defend the TENANT against any such claim, demand or legal action at no cost to the TENANT.

SECTION 40. CERTIFICATION

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

SECTION 41. NOT IN DEFAULT

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

SECTION 42. GOVERNING LAW

This Restatement and Extension of Lease shall be governed by the laws of the State of New York. In the event of any dispute or litigation, the venue of any proceeding to determine the rights and liabilities of the respective parties arising under this Agreement shall be in the New York Supreme Court, Suffolk County; or, in the event of a proceeding in the federal courts, in the District Court for the Eastern District of New York.

SECTION 43. WAIVER OF TRIAL BY JURY

It is mutually agreed by and between LANDLORD and TENANT that the respective parties hereto shall and they hereby do waive any right to trial by jury in any action, proceeding or in any other matter in any way connected with this Restatement and Extension of Lease, the relationship of LANDLORD and TENANT, the Demised Premises, and/or any claim of injury or damage, or for the enforcement of any remedy under any statute, emergency or otherwise.

SECTION 44. SUCCESSORS BOUND

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

SECTION 45. TENANT REPRESENTATIVES

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

SECTION 46. INDEPENDENT CONTRACTOR

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

SECTION 47. EXECUTION BY LANDLORD

Section 47.01 When the LANDLORD is a partnership, the names of the partners composing the firm must be stated in the Statements required under **Section 1** of **Exhibit D** of this Restatement and Extension of Lease. The Restatement and Extension of Lease must be signed with the partnership name, followed by the name of the partner signing the Restatement and Extension of Lease.

Section 47.02 Where the LANDLORD is a corporation, the Restatement and Extension of Lease must be signed with the corporate name, followed by the signature and title of the officer or other

authorized person signing the Restatement and Extension of Lease on its behalf, and if requested by the TENANT, the corporate seal.

Section 47.03 LANDLORD warrants that its entry into this Restatement and Extension of Lease was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures.

SECTION 48. SUFFOLK COUNTY LAWS

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

SECTION 49. APPROPRIATION OF FUNDS

Section 49.01 It is understood by the parties hereto that this Restatement and Extension of Lease is made subject to the amount of funds appropriated each fiscal year therefor and any subsequent modifications thereof for the period of this Restatement and Extension of Lease by the Suffolk County Legislature, and no liability on account thereof shall be incurred by the TENANT beyond the amount of funds appropriated each fiscal year therefor.

Section 49.02 The TENANT reasonably believes that funds can be obtained sufficient to pay Total Rent during each year of the Term of this Restatement and Extension of Lease and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which Total Rent may be paid, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved. It is the TENANT's intent to pay Annual Base Rent each year, for the full Term of this Restatement and Extension of Lease, if funds are legally available therefore and, in that regard, the TENANT represents that the use of the Demised Premises are necessary to its proper, efficient and economic operation. LANDLORD and TENANT understand and intend that the obligation of the TENANT to pay Annual Base Rent hereunder shall constitute a current expense of the TENANT and shall not in any way be construed to be a debt of the TENANT in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the TENANT, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the TENANT.

Section 49.03 Notwithstanding anything contained in this Restatement and Extension of Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment of Total Rent due under this Restatement and Extension of Lease, TENANT shall immediately notify LANDLORD or its assignee of such occurrence and this Restatement and Extension of Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the TENANT of any kind whatsoever, except as the portions of Total Rent herein agreed upon for which funds have been appropriated and budgeted. In the event of such termination, TENANT agrees to peacefully surrender possession of the Demised Premises to LANDLORD or its assignee on the date of such termination. LANDLORD will have all legal and equitable rights and remedies to take possession of the Demised Premises. Notwithstanding the foregoing, TENANT agrees:

a. that it will not cancel this Restatement and Extension of Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or

operation of the Demised Premises for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and

b. that it will not during the Term give priority in the application of funds to any other functionally similar premises.

c. This paragraph will not be construed so as to permit the TENANT to terminate this Restatement and Extension of Lease in order to acquire or lease any other premises or to allocate fund directly or indirectly to perform essentially the same application for which the Demised Premises are intended.

SECTION 50. IDENTIFICATION NUMBER

All invoices or vouchers submitted to the TENANT for payment of rent and/or Expenses must include the payee's (LANDLORD's) identification number. The number is either the LANDLORD's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or Standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

SECTION 51. PARAGRAPH HEADINGS

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

SECTION 52. SEVERABILITY

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

SECTION 53. 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 Restatement and Extension of Lease; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the parties thereto.

SECTION 54. NO ORAL CHANGES

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

SECTION 55. **INTERPRETATION**

This Restatement and Extension of Lease is to be construed and interpreted without regard to any presumption or other rule requiring construction or interpretation against the party causing this Restatement and Extension of Lease to be drafted.

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

LANDLORD

35 EAST 32 CORPORATION

By: _____
Jamal Zilkha
Title:
Date: _____

TENANT

COUNTY OF SUFFOLK

By: _____
Name: Dennis M. Cohen
Title: Chief Deputy County Executive
Date: _____

APPROVED AS TO FORM:

DENNIS M. BROWN
Suffolk County Attorney

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

RECOMMENDED:
SPACE MANAGEMENT STEERING COMMITTEE

By: _____
Name: Gerald Anderus
Title: Chairperson
Date: _____

RECOMMENDED
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
By: _____
Name: Jason Smagin
Title: Assistant Director

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2016 before me, the undersigned, personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2016 before me, the undersigned, personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2016 before me, the undersigned, personally appeared *Dennis M. Cohen, Chief Deputy County Executive* personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

EXHIBIT A

CUSTODIAL SERVICES

Damp Mopping, *daily & as necessary*

All building standard non-carpeted flooring shall be spot mopped daily and damp mopped, as necessary. Contractor shall supply and use appropriate signage cautioning the general public when any floor washing, stripping or waxing is being performed.

Floor Finishing and Buffing, *daily & as necessary*

All building standard non-carpeted flooring shall be finished with Underwriters Laboratory approved materials. The frequency of the refinishing shall be determined by the amount of traffic and other conditions. Floors shall be maintained in a uniform appearance throughout the entire building.

Stripping and Machine Scrubbing, *as necessary*

This operation shall be accomplished as frequently as necessary, depending on the need to remove dirt embedded finishes, stains, spillages, and/or build-up.

Rest Rooms, *daily and as necessary*

- All mirrors shall be spot cleaned daily and thoroughly cleaned monthly.
- Hand basins, urinal, toilet seats, bowls and hardware shall be cleaned daily.
- Walls shall be spot cleaned daily.
- Partitions shall be dusted and spot cleaned daily and thoroughly cleaned monthly.
- Floors shall be swept and damp mopped daily and machine scrubbed monthly.
- Hand Soap, hand lotion, paper towels, toilet tissue supplies shall be replenished daily.
- Toilet bowl brush and bowl cleaner shall be used on toilet bowls and urinals, and care shall be given to clean flush holes, under rims and traps.
- Clean thoroughly and stock all private rest rooms in offices.
- Empty, clean and disinfect towel and sanitary disposal receptacles.
- Replace waterless urinal cartridges bi-monthly.

The intent of this specification is that rest rooms shall be maintained in a clean and sanitary condition.

Water Coolers, *daily*

All water coolers shall be cleaned daily and polished if necessary.

Stairwells and Landings, *daily & weekly, as necessary*

All stairways and landings shall be policed daily and swept weekly. Railings, ledges and equipment shall be dusted weekly. Applicable refinishing and stripping shall be accomplished as necessary.

Elevators, *daily*

Interior surfaces, interior and exteriors of doors, and fixtures of the elevators shall be dusted, damp wiped and polished as necessary. Elevator tracks to be cleaned at least weekly, and more often as necessary. Floor in elevator cabs will be properly maintained. If carpeted, vacuum daily and remove soluble spots that safely respond to standard spotting procedures without risk of injury to color or fabric.

Ash Receptacles, *daily*

Ash receptacles shall be cleaned daily. Any public space planters shall be kept free of trash.

Glass Partitions and Doors, *daily & as necessary*

All public glass partitions and doors shall be spot cleaned daily and washed monthly.

Carpet Spotting, *as necessary*

Carpet spotting shall be done as necessary, using accepted commercial methods to remove spots which safely respond to these procedures. Spots that cannot be removed by these methods shall be reported to the Agent's representative.

Air Grilles, *monthly*

All air grilles shall be cleaned once each month.

Window Blinds, *daily and quarterly*

A sufficient number of window blinds shall be dusted daily, so that all blinds shall have been dusted every ninety (90) days.

High Dusting, *quarterly*

Pipes, ledges, moldings, etc., shall be dusted every three (3) months

Lighting Fixtures, *annually*

The exterior of all non-parabolic type lighting fixtures/diffusers shall be damp wiped annually.

Window Cleaning, *annually*

Clean the inside and outside of the windows

Emergency Cleaning, *as necessary*

Clean up of water, snow and ice tracked into building, accidental spills inside or outside of building, including bathroom backups, flooding, etc.

EXHIBIT B
Summary of Landlord-Tenant Responsibilities – Rev 4/12

ITEM	LANDLORD	COUNTY
1) UTILITIES – Usage		
A) OIL		X
B) GAS (If separately metered)		
C) WATER (If separately metered)		X
D) ELECTRICITY (if separately metered)		X
E) SEWER CHARGES/TAXES	X	
2) H.V.A.C. EQUIPMENT		
A) REPAIR & REPLACE	X	
B) ORDINARY PREVENTIVE MAINTENANCE	X	X
C) CHANGE AIR FILTER: QUARTERLY	X	
3) ELECTRIC EQUIPMENT		
A) REPAIR & REPLACE	X	X
B) INTERIOR LAMP & BALLAST REPLACEMENT		X
C) EMERGENCY LIGHTING AND EXIT LIGHTING	X	
D) PARKING FIELD & EXTERIOR BULDING LIGHTING	X	
E) PARKING FIELD LAMP REPLACEMENT	X	
4) PLUMBING		
A) REPAIR & REPLACE		X
B) ORDINARY PREVENTIVE MAINTENANCE		X
C) CLEAN OUT: DRAINAGE STRUCTURES & SYSTEMS	X	
D) CLEAN OUT: SEWAGE STRUCTURES & SYSTEMS	X	
5) STRUCTURAL REPAIRS * SEE PARAGRAPH ENTITLED "PREPARATION AND CARE OF DEMISED PREMISES BY LANDLORD"		
A) REPAIR: SIDEWALKS, CURBS, RAMPS, DRIVEWAYS, PARKING AREAS, ROOF & ROOFING, INTERIOR (DUE TO FAULTY CONSTRUCTION), DRAINAGE STRUCTURES & SYSTEMS, SEWAGE STRUCTURES & SYSTEMS	X	

ITEM	LANDLORD	COUNTY
B) Repair: BUILDING ENVELOPE	X	
6) CUSTODIAL –	X	
A) CLEAN OCCUPIED SPACE & SUPPLY SOAP & PAPER PRODUCTS	X	
B) CLEAN WINDOWS - INTERIOR	X	
C) CLEAN WINDOWS – EXTERIOR, 1X/year	X	
D) CLEAN DRAPES AND/OR BLINDS	X	
E) SHAMPOO CARPETS AND WAX FLOORS (1X PER YR)		
F) TRASH REMOVAL – INTERIOR	X	
7) CARTAGE		X
8) INTERIOR		
A) PREVENTATIVE MAINTENANCE		X
B) PAINTING		X
9) SNOW & ICE REMOVAL TO PARKING AREAS, DRIVES, RAMPS & WALKS	X	
10) GROUNDS MAINTENANCE	X	
A) GRASS & LANDSCAPING MAINTENANCE	X	
B) IRRIGATION OF GRASS & LANDSCAPING	X	
C) PARKING FIELD	X	
D) PARKING FIELD SWEEPING AND DEBRIS REMOVAL	X	
11) REPAIRS & MAINTENANCE OF COMMON USE AREAS	X	
12) GLAZING (NOT CAUSED BY TENANT DAMAGE)		X
13) TAXES (SEE SECTION 6 "REAL ESTATE TAXES")	Base Year	Escalations over Base Year
14) VERMIN AND RODENT EXTERMINATION		X
15) FIRE EXTINGUISHERS	X	
16) FLAG POLE	X	

EXHIBIT C
LANDLORD'S WORK LETTER

Within sixty (60) days of the commencement of this Restatement and Extension of Lease, LANDLORD hereby agrees to perform the following work at Landlord's sole cost and expense:

1. Landlord shall provide new LED light bulbs throughout the entire premises. Tenant shall install new bulbs.
2. Provide a 3rd Party roof condition report and replace/replace as required agreed
3. Replace all damaged ceiling tiles
4. Repair base floor throughout. Replace cracked tiles throughout lobby and court.

EXHIBIT D
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 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 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."

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 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 the provision of 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 the requirements of 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 the County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. **Reincorporation**

The Contractor represents that it is in compliance with Suffolk County Local Law No. 20-2004, entitled "A Local Law to Amend Local Law 5-1993, To Prohibit the County of Suffolk From Contracting with Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

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 D

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 Darnell Tyson for Gil Anderson

DATE: February 24, 2016

RE: R0705 – Third District Court Lease Renewal

Attached for your review is a draft resolution authorizing the renewal of the lease for the Third District Court, located at 1850 New York Avenue, Huntington, New York.

This action is considered a Type II action pursuant to Sections 617.5(1), (20) and (27) of the New York Code of Rules and Regulations (NYCRR) and Section 8-109 of the New York Environmental Conservation Law.

An e-mail copy of the resolution has been sent to CE RESO Review sent under the title Reso-DPW-R0705-Third District Court Lease Renewal - 2016 Authorizing the Renewal of the Lease of Premises located at 1850 New York Avenue, Huntington, New York.

GA/GAnderus

1257

Intro. Res. No. -2016 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM – 2014 REFERENDUM – SEWER IMPROVEMENT PROJECTS (CP 8734.310)

WHEREAS, Local Law 31-2014, a Charter Law Amending the ¼% Suffolk County Drinking Water Protection Program (DWPP) for Enhanced Water Quality Protection, Wastewater Infrastructure and General Fund Property Tax Relief for Suffolk County, created the 2014 Enhanced Suffolk County Water Quality Protection Program, codified in Suffolk County Charter Article XIIA; and

WHEREAS, Local Law 31-2014 was approved at a referendum in November of 2014, by Suffolk County voters; and

WHEREAS, the 2016 adopted capital budget contains three water quality protection 2014 referendum capital projects totaling $29.4 million: CP 8732 for land purchases ($20.0 million), CP 8733 for water quality projects ($4.7 million), CP 8734 for sewer improvement projects ($4.7 million); and

WHEREAS, the Legislature has determined that the Drinking Water Protection Program is essential to the well-being of the County's drinking water supply, and it is in the best interest of the County's residents to preserve the sanctity of the Program and to secure significant environmental and public health benefits; and

WHEREAS, this capital project provides $4.7 million in serial bond funding to be used for installation, improvements, maintenance and operation of sewer infrastructure and sewage treatment plants and for the installation of residential and commercial enhanced nitrogen removal septic systems as set forth in the Suffolk County Drinking Water Protection Program that remediate degraded water quality; and

WHEREAS, Resolution No. 471-1994 as revised by Resolution No. 461-2006, established the use of a priority ranking system, implemented in the Adopted 2016 Capital Budget as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature has authorized the issuance of $4,700,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-nine (69), 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

2nd RESOLVED, pursuant to the new Article XIIA of the Suffolk County Charter, $4,700,000 of this funding shall be used for installation, improvements, maintenance and operation of sewer infrastructure and sewage treatment plants and for the installation of residential and commercial enhanced nitrogen removal septic systems as set forth in Section C12A-2(B)(3) of the Suffolk County Charter, that remediate degraded water quality; and be it further

3rd RESOLVED, that the proceeds of $4,700,000 in Serial Bonds be and they are hereby appropriated as follows, subject to the condition that no bonds or notes shall be issued for any of the projects unless and until full environmental reviews under the State Environmental Quality Review Act (SEQRA) have been completed by the lead agency for that project and the County, where applicable.

Project No.	Project Title	Amount
525-CAP-8734.310 (Fund 001 Debt Service)	Water Quality Protection 2014 Referendum Sewer Improvement Projects	$4,700,000

; and be it further

4th RESOLVED, that no funds shall be allocated to or expended from this Capital Project No. 8734.310 unless and until a resolution is adopted by the County Legislature approving the specific sewer improvement project being considered for funding under this capital project along with the corresponding Bond Resolution; and be it further

5th RESOLVED, that the County Executive or designee, and the Department of Economic Development and Planning, with the approval of the County Attorney, are hereby authorized and empowered to take such actions and execute such documents as may be necessary or desirable, consistent with the purposes and intent of the foregoing resolution; and be it further

6th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, 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 ("NYCRR") 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. 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:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1257

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM – 2014 REFERENDUM – SEWER IMPROVEMENT PROJECTS (CP 8734.310)

3. Purpose of Proposed Legislation

See above.

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

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

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

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

Library District **Fire District**

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

ON FUTURE BOND RESOLUTONS, 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.

N/A

8. Proposed Source of Funding

AS EACH PROJECT IS APPROVED BY RESOLUTION, THE CORRESPONDING BOND RESOLUTION WILL AUTHORIZE SERIAL BONDS. THIS RESOLUTION JUST APPROPRIATES THE FUNDING.

9. Timing of Impact

WILL BE STATED ON FUTURE IMPACT STATEMENT AUTHORIZING THE PROJECT AND CORRESPONDING BOND RESOLUTION.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		March 9, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1257

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1257

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title of Resolution: RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM – 2014 REFERENDUM – SEWER IMPROVEMENT PROJECTS (CP 8734.310)

PURPOSE OR GENERAL IDEA OF BILL:
To authorize bonded funding for sewer improvement projects to CP 8734.310

SUMMARY OF SPECIFIC PROVISIONS:
To appropriate $4,700,000 in funding into a Capital Projects account to be used for various sewer improvement projects pursuant to Local Law 31-2014 and adopted Resolution 579-2014.

JUSTIFICATION:
This funding for sewer improvement projects was authorized by adopted Resolution 579-2014 which incorporated $4,700,000 in funding obtained from serial bonds into the 2016-2018 Capital Budget specifically into CP 8734.310. The actual bonding will be completed upon legislative approval of each individual sewer improvement project.

FISCAL IMPLICATIONS
There is no fiscal impact to the General Fund. All funding will come from the serial bonding.

COUNTY OF SUFFOLK

1257

STEVEN BELLONE
COUNTY EXECUTIVE

DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING

JOANNE MINIERI
DEPUTY COUNTY EXECUTIVE AND COMMISSIONER

February 29, 2016

Mr. Jon Schneider
Deputy County Executive
H. Lee Dennison Building, 12th Floor
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

Enclosed for your consideration and submission is the proposed resolution pursuant to:

> RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM – 2014 REFERENDUM – SEWER IMPROVEMENT PROJECTS (CP 8734.310)

This funding for sewer improvement projects was authorized by adopted Resolution 579-2014 which incorporated $4,700,000 in funding obtained from serial bonds into the 2016-2018 Capital Budget specifically into CP 8734.310. The actual bonding will be completed upon legislative approval of each individual sewer improvement project.

After your examination, please place this on the Legislative Agenda. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Joanne Minieri
Deputy County Executive and Commissioner

JM:ej
Enc.

LOCATION
H. LEE DENNISON BLDG. – 11th FLOOR ◆
100 VETERANS MEMORIAL HIGHWAY

MAILING ADDRESS
P. O. BOX 6100
HAUPPAUGE, NY 11788-0099

◆

PHONE (631) 853-4800
FAX (631) 853-4767

1258

Intro. Res. No. -2016 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM – 2014 REFERENDUM – WATER QUALITY PROJECTS (CP 8733.310)

WHEREAS, Local Law 31-2014, a Charter Law Amending the ¼% Suffolk County Drinking Water Protection Program (DWPP) for Enhanced Water Quality Protection, Wastewater Infrastructure and General Fund Property Tax Relief for Suffolk County, created the 2014 Enhanced Suffolk County Water Quality Protection Program, codified in Suffolk County Charter Article XIIA; and

WHEREAS, Local Law 31-2014 was approved at a referendum in November of 2014, by Suffolk County voters; and

WHEREAS, the 2016 adopted capital budget contains three water quality protection 2014 referendum capital projects totaling $29.4 million: CP 8732 for land purchases ($20.0 million), CP 8733 for water quality projects ($4.7 million), CP 8734 for sewer improvement projects ($4.7 million); and

WHEREAS, the Legislature has determined that the Drinking Water Protection Program is essential to the well-being of the County's drinking water supply, and it is in the best interest of the County's residents to preserve the sanctity of the Program and to secure significant environmental and public health benefits; and

WHEREAS, this capital project provides $4.7 million in serial bond funding to be used for water quality protection and restoration program and land stewardship initiatives projects as set forth in the Suffolk County Drinking Water Protection Program; and

WHEREAS, Resolution No. 471-1994 as revised by Resolution No. 461-2006, established the use of a priority ranking system, implemented in the Adopted 2016 Capital Budget as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature has authorized the issuance of $4,700,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-nine (69), 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

2nd RESOLVED, pursuant to the new Article XIIA of the Suffolk County Charter, $4,700,000 of this funding shall be used for water quality protection and restoration program and land stewardship initiatives projects as set forth in Section C12A-2(B)(2) of the Suffolk County Charter, exclusive of Suffolk County personnel costs; and be it further

3rd RESOLVED, that the proceeds of $4,700,000 in Serial Bonds be and they are hereby appropriated as follows, subject to the condition that no bonds or notes shall be issued for any of the projects unless and until full environmental reviews under the State Environmental Quality Review Act (SEQRA) have been completed by the lead agency for that project and the County, where applicable:

Project No.	Project Title	Amount
525-CAP-8733.310 (Fund 001 Debt Service)	Water Quality Protection 2014 Referendum Water Quality Projects	$4,700,000

; and be it further

4th RESOLVED, that no funds shall be allocated to or expended from this Capital Project No. 8733.310 unless and until a resolution is adopted by the County Legislature approving the specific water quality project being considered for funding under this capital project along with the corresponding Bond Resolution; and be it further

5th RESOLVED, that the County Executive or designee, and the Department of Economic Development and Planning, with the approval of the County Attorney, are hereby authorized and empowered to take such actions and execute such documents as may be necessary or desirable, consistent with the purposes and intent of the foregoing resolution; and be it further

6th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, 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 ("NYCRR") 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. 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

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1258

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM – 2014 REFERENDUM – WATER QUALITY PROJECTS (CP 8733.310)

3. Purpose of Proposed Legislation

See above.

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

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

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

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

Library District **Fire District**

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

ON FUTURE BOND RESOLUTONS, 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.

N/A

8. Proposed Source of Funding

AS EACH PROJECT IS APPROVED BY RESOLUTION, THE CORRESPONDING BOND RESOLUTION WILL AUTHORIZE SERIAL BONDS. THIS RESOLUTION JUST APPROPRIATES THE FUNDING.

9. Timing of Impact

WILL BE STATED ON FUTURE IMPACT STATEMENT AUTHORIZING THE PROJECT AND CORRESPONDING BOND RESOLUTION.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		March 9, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1258

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1258

Title of Resolution: RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM – 2014 REFERENDUM – WATER QUALITY PROJECTS (CP 8733.310)

PURPOSE OR GENERAL IDEA OF BILL:
To authorize bonded funding for water quality protection projects to CP 8733.310

SUMMARY OF SPECIFIC PROVISIONS:
To appropriate $4,700,000 in funding into a Capital Projects account to be used by various water quality protection projects pursuant to Local Law 31-2014 and adopted Resolution 579-2014.

JUSTIFICATION:
This funding for water quality improvement projects was authorized by adopted Resolution 579-2014 which incorporated $4,700,000 in funding obtained from serial bonds into the 2016-2018 Capital Budget specifically into CP 8733.310. The actual bonding will be completed upon legislative approval of each individual water quality project.

FISCAL IMPLICATIONS
There is no fiscal impact to the General Fund. All funding will come from the serial bonding.

COUNTY OF SUFFOLK

1258

STEVEN BELLONE
COUNTY EXECUTIVE

DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING

JOANNE MINIERI
DEPUTY COUNTY EXECUTIVE AND COMMISSIONER

February 29, 2016

Mr. Jon Schneider
Deputy County Executive
H. Lee Dennison Building, 12th Floor
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

Enclosed for your consideration and submission is the proposed resolution pursuant to:

> RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM – 2014 REFERENDUM – WATER QUALITY PROJECTS (CP 8733.310)

This funding for water quality improvement projects was authorized by adopted Resolution 579-2014 which incorporated $4,700,000 in funding obtained from serial bonds into the 2016-2018 Capital Budget specifically into CP 8733.310. The actual bonding will be completed upon legislative approval of each individual water quality project.

After your examination, please place this on the Legislative Agenda. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Joanne Minieri
Deputy County Executive and Commissioner

JM:fc
Enc.

LOCATION
H. LEE DENNISON BLDG. – 11th FLOOR ◆
100 VETERANS MEMORIAL HIGHWAY

MAILING ADDRESS
P. O. BOX 6100 ◆
HAUPPAUGE, NY 11788-0099

PHONE (631) 853-4800
FAX (631) 853-4767

Intro Res. No. 1259-16 Laid on Table 3/22/16
Introduced by Presiding Officer on the Request of the County Executive

RESOLUTION NO. TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGEBACKS ON CORRECTION OR ERRORS/COUNTY COMPTROLLER BY: COUNTY LEGISLATURE **#444-16**

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

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

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

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

Description	Year	Original Tax	Corrected Tax	Chargeback or Refund, if paid
0200-001.00-25.00-004.712	2015/16	$15,720.52	$0	$15,720.52
0300-132.00-01.00-014.001	2015/16	$2,584.86	$0	$2,584.86
0300-147.00-04.00-005.005-0001	2015/16	$3238.36	$0	$3238.36
0500-431.00-05.00-017.000	2015/16	$11,739.12	$0	$11,739.12
0500-483.00-01.00-057.000	2015/16	$9,975.87	$0	$9,975.87
0500-476.00-02.00-058.000	2015/16	$16,816.94	$0	$16,816.94
0500-343.00-02.00-031.000	2015/16	$4,996.35	$0	$4,996.35
0500-343.00-02.00-034.000	2015/16	$4,145.97	$0	$4,145.97
0500-343.00-02.00-037.000	2015/16	$4,996.35	$0	$4,996.35
0500-343.00-02.00-026.000	2015/16	$2,658.58	$0	$2,658.58
0503-002.00-06.00-025.001	2015/16	$5,311.85	$0	$5,311.85
0500-403.00-01.00-047.001	2015/16	$9,352.49	$0	$9,352.49
0900-293.00-06.00-001.000	2015/16	$6,219.64	$0	$6,219.64

Dated:

Approved By:

Suffolk County Executive

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1259

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 Comptroller By: County Comptroller

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
John M. Kennedy County Comptroller		3/7/16

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

1259

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

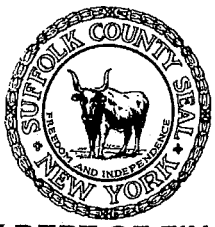
	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

**** 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.

To be completed by the Executive Budget Office

SUFFOLK COUNTY COMPTROLLER



1259

SUFFOLK COUNTY DEPT OF FINANCE & TAXATION
330 CENTER DRIVE RIVERHEAD, N.Y. 11901-3311
Telephone: (631) 852-1500 FAX (631) 852-1507

John M. Kennedy, Jr.
Suffolk County Comptroller

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Suffolk County Comptroller, Dept. of Finance & Taxation

DATE: February 23, 2016

RE: RESOLUTION FOR CANCELLATION OF TAXES, CONTROL #444-16

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.

SCT:mas
Enc.
Cc : Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Katie Horst, Director of Intergovernmental Relations

1260

Intro. Res. No. - 2016 Laid on the Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, AMENDING THE 2016 ADOPTED OPERATING BUDGET TO TRANSFER AND REDUCE FUNDING TO VARIOUS CONTRACT AGENCIES

WHEREAS, the 2016 New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) State Aid Funding Authorization dated January 20, 2016 transfers State Aid and local funding and reduces funding for various contract agencies that provide Chemical Dependency Services to residents of Suffolk County; and

WHEREAS, NYS OASAS has reduced State Aid to the Pederson Krag Center for the Compulsive Gambling program, and

WHEREAS, NYS OASAS has reduced State Aid to South Oaks Hospital for the Prevention Resource Center, and

WHEREAS, NYS OASAS has transferred local share from South Oaks Hospital Prevention Resource Center to Hope for Youth for a new Prevention Program, and

WHEREAS, NYS OASAS has transferred State Aid from Catholic Charities Alcohol Clinic to Catholic Charities Talbot House; now, therefore be it

1st **RESOLVED**, that the County Comptroller is authorized to transfer and reduce funding as follows:

REVENUES:

001-HSV 3486 State Aid: Narcotics Addiction Control	-$206,725
001-HSV 3488 Compulsive Gambling	-$82,952

ORGANIZATIONS:

Department of Health Services (HSV)
Division of Community Mental Hygiene Services
001-HSV-4310-4980

XORG	OBJECT NAME	2016 Adopted Budget	Increase/ Decrease	2016 Modified Budget
ACN4	Catholic Charities	$1,713,453	+12,237	$1,725,690
AET2	Catholic Charities	$479,823	-$12,237	$467,586
ANL9	Pederson-Krag Center	$87,656	-$82,952	$4,704
HKC1	WSNCHS/South Oaks Hosp.	$442,991	-$331,822	$111,169
JBA1	Hope for Youth	$208,047	+$125,097	$333,144

and be it further

2nd **RESOLVED**, that the County Executive be and hereby is authorized to execute contracts with the above named agencies; and be it further

3rd **RESOLVED**, that the Legislature, being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes a Type II action.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County
Date of Approval:

HSV # 17-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1260

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed
Amending the 2016 Adopted Operating Budget to transfer and reduce funding to various contract agencies.

3. Purpose of Proposed Legislation
This Legislation is needed to transfer and reduce funding included in the 2016 Adopted Operating Budget to various contract agencies.

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

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

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

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:
Not applicable.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
None

8. Proposed Source of Funding

State Aid Funding from NYS OASAS and Local Assistance included in the 2016 Adopted Operating Budget.

9. Timing of Impact

Immediate upon approval of the resolution and execution of contract amendments with the providers.

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Diane Holtsford Budget Analyst		2/29/16
Suzanne Martin Pr Budget Analyst	Suzanne Martin	3-9-16

SCIN FORM 175b (10/95)

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

1260

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

**** The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 property tax levy and is provided for informational purposes only.***

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1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2014.
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3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1260

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

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

From: Ann Marie Csorny, LCSW
Acting Director, Division of Community Mental Hygiene Services

Date: **February 26, 2016**

Subject: Request for Legislative Resolution

The Division is requesting a Legislative Resolution to transfer and reduce funding included in the 2016 Adopted Operating Budget to various contract agencies. The New York State Office of Alcoholism and Substance Abuse Services, (NYSOASAS), State Aid Funding Authorization dated January 20, 2016 identifies the transfers and reduction of funds for various contract agencies.

I have attached drafts of the fiscal impact statement, intro resolution and routing form.

Thank you for your consideration.

AMC/PM
Enclosures
Cc: S. Hodosky, D. Holtsford, S. Reagan, G. Terry, B. Russo

PublicHealth
Prevent. Promote. Protect.

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

Copy Barbara
orig file

ANDREW M. CUOMO
Governor

1260

ARLENE GONZÁLEZ-SÁNCHEZ, M.S., L.M.S.W.
Commissioner

January 20, 2016

RECEIVED
JAN 26 2016
COMMUNITY MENTAL
HYGIENE DIVISION

Mr. Arthur Flescher
Director
Suffolk County Dept. of Health Services
Division of Comm. Mental Hygiene
North County Complex – Bldg. C928
PO Box 6100
725 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Re: 2016 State Aid Funding Authorization

Dear Mr. Flescher:

Enclosed please find a revised 2016 Office of Alcoholism and Substance Abuse Services (OASAS) State Aid Funding Authorization (SAFA) for your County. This revised SAFA has been issued for:

- Hope for Youth, Family Svc League, South Oaks: reflecting 2016 Prospective Budget & Performance Review; transfer of Prevention Resource Center from South Oaks to Family Service League; new Hope for Youth prevention program; removal of X-restrictions.

Please return a signed copy of this Authorization within thirty days to the following address:
NYS OASAS, Bureau of Contracts and Procurement, 5th Floor, 1450 Western Ave, Albany, NY 12203.

In accordance with Section 9 of the NYS Consolidated Budget and Claiming Manual, Local Government Unit payments may be reduced as a result of signed SAFAs not being returned.

If you have questions regarding the enclosed SAFA, please contact your Field Office representative.

Sincerely,

LM Sturges for

P. David Sawicki
Associate Commissioner

cc: Barry Paul
Elaine Economopoulos
Lorraine Sturges
Tara Gabriel
Steve Rabinowitz
Einar Borgstrom
Antonette Whyte-Etere
Angela Brooks

New York State Office of Alcoholism and Substance Abuse Services
State Aid Funding Authorization

County: Suffolk (52)
Region: Long Island

Fiscal Year : 2016

As of: 01/20/2016

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Approved Budgeted Amounts: Gross	Revenue	Net	Funded Net	Funding Code/Source	One-time	Approved State Aid	Local Share	Non-Funded	Restr. Code
00172		3520 00	992	812,926	345,973	466,953	466,953	013F		370,520	96,433	0	
Huntington Youth Bureau Youth Development Research Institute, Inc.		5520 00	90142	235,001	48,722	186,279	186,279	013F		158,819	27,460	0	
		5550 00	90817	4,934	0	4,934	4,934	013M		4,070	864	0	
		Agency 00172 Total:		1,052,861	394,695	658,166	658,166			533,409	124,757	0	
00290		3520 00	776	1,134,140	457,015	677,125	677,125	013F		558,250	118,875	0	
Alternatives Counseling Services, Inc.		5520 00	90143	214,536	0	214,536	214,536	013F		196,107	18,429	0	
		Agency 00290 Total:		1,348,676	457,015	891,661	891,661			754,357	137,304	0	
00352		3520 00	1203	1,327,958	425,981	901,977	901,977	013F		755,531	146,446	0	
The Young Men's Christian Association of Long Island, Incorporated		5520 00	90145	349,472	272	349,200	349,200	013F		341,992	7,208	0	
		Agency 00352 Total:		1,677,430	426,253	1,251,177	1,251,177			1,097,523	153,654	0	
00372		3520 00	560	1,064,131	632,132	431,999	431,999	013F		350,054	81,945	0	
Town of Babylon		Agency 00372 Total:		1,064,131	632,132	431,999	431,999			350,054	81,945	0	
00667		3520 00	7116	929,465	475,410	454,055	454,055	013M		333,043	121,012	0	
Town of Smithtown		4078 00		245,157	0	245,157	245,157	013M		245,157	0	0	
		5520 00	90146	348,825	65,128	283,697	283,697	013F		283,697	0	0	
		Agency 00667 Total:		1,523,447	540,538	982,909	982,909			861,897	121,012	0	
02011		5520 00	90193	197,514	0	197,514	197,514	013M		193,680	3,834	0	
Riverhead Community Awareness Program		5550 00	90638	112,707	0	112,707	112,707	013M		110,687	2,020	0	
		Agency 02011 Total:		310,221	0	310,221	310,221			304,367	5,854	0	

1260

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County: Suffolk (52)

Region: Long Island

Fiscal Year : 2016

As of: 01/20/2016

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Approved Budgeted Amounts: Gross	Revenue	Net	Funded Net	Funding Code/Source	One-time	Approved State Aid	Local Share	Non-Funded	Restr. Code
16320	Y	3528 00	52394	287,713	79,666	208,047	208,047	013M		208,047	0	0	
Hope for Youth, Inc.		5520 00	90876	200,097	0	200,097	200,097	013M		75,000	125,097	0	
		Agency 16320 Total:		487,810	79,666	408,144	408,144			283,047	125,097	0	
16390		3078 00	52618	82,286	0	82,286	82,286	013M		82,286	0	0	
Concern For Independent Living, Inc		Agency 16390 Total:		82,286	0	82,286	82,286			82,286	0	0	
16810		3520 03	6429	1,082,357	522,111	560,246	560,246	013M		560,246	0	0	
Daytop Village, Inc.		Agency 16810 Total:		1,082,357	522,111	560,246	560,246			560,246	0	0	
20580		3510 00	8019	1,818,055	92,365	1,725,690	1,725,690	013F		1,626,577	99,113	0	
Catholic Charities of the Diocese of Rockville Centre		3520 00	50121	1,018,646	822,887	195,759	195,759	013M		114,944	80,815	0	
		3520 01	50125	686,285	414,458	271,827	271,827	013M		48,376	223,451	0	
		Agency 20580 Total:		3,522,986	1,329,710	2,193,276	2,193,276			1,789,897	403,379	0	
22270		3570 00	51329	770,231	168,737	601,494	601,494	013F		590,507	10,987	0	
SCO Family of Services	P	3570 01	52107	529,320	114,481	414,839	414,839	013F		414,839	0	0	
		Agency 22270 Total:		1,299,551	283,218	1,016,333	1,016,333			1,005,346	10,987	0	
23220		5520 00	90194	2,601,054	1,549,557	1,051,497	1,051,497	013M		1,028,264	23,233	0	
Eastern Suffolk BOCES		5550 00	90655	431,788	252,920	178,868	178,868	013M		174,768	4,100	0	
		Agency 23220 Total:		3,032,842	1,802,477	1,230,365	1,230,365			1,203,032	27,333	0	

1260

(c) NYS Office of Alcoholism and Substance Abuse Services, All Rights Reserved

County: Suffolk (52)

Region: Long Island

Fiscal Year : 2016

As of: 01/20/2016

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Approved Budgeted Amounts Gross	Revenue	Net	Funded Net	Funding Code/Source	One-time	Approved State Aid	Local Share	Non-Funded	Restr. Code
County Suffolk (52) Summary - All Agencies:				37,719,125	16,748,650	20,970,475	20,970,475			15,470,200	5,500,275	0	
Less Direct Contracts/DASNY:				0	0	0	0			0	0	0	
Approved LGU Funding:				37,719,125	16,748,650	20,970,475	20,970,475			15,470,200	5,500,275	0	

Signature

Date

260

(c) NYS Office of Alcoholism and Substance Abuse Services, All Rights Reserved

1260

2016 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Amending the 2016 Adopted Operating Budget to transfer and reduce funding to various contract agencies.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to transfer and reduce funding included in the 2016 Adopted Operating Budget to various contract agencies.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: To transfer State Aid and local funding and reduce funding for various contract agencies that provide Chemical Dependency Services to residents of Suffolk County.

FISCAL IMPLICATIONS: To transfer and reduce State Aid and local funding in the 2016 Adopted Operating Budget, resulting in a net reduction of $289,677 in State Aid.

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

1260

DEPARTMENT OF HEALTH SERVICES

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

February 29, 2016

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 to amend the 2016 Adopted Operating Budget to transfer and reduce funding to various contract agencies. This legislation is needed to transfer State Aid and local funding and reduce funding to various contract agencies that provide Chemical Dependency Services to residents of Suffolk County.

I enclose the financial impact statement and other materials for this Resolution. If you have any questions on the enclosed, please call Barbara Russo at 3-8533. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-MH-CD Transfer Aid.docx."

Sincerely,

James Tomarken

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

Enclosures

C: Christina Capobianco, CPA, Deputy Commissioner
Barbara Marano, CPA, Executive Assistant for Finance & Administration
Jennifer Culp, Assistant to the Commissioner of Health Services
Ann Marie Csorny, Acting Director, Division of Community Mental Hygiene Services
Barbara Russo, Principal Financial Analyst
Susan B. Hodosky, Principal Financial Analyst
Diane Holtsford, Budget Analyst

Public Health
Prevent. Promote. Protect.

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

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

1260

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office

RESOLUTION NO.

CONTROL#1022-2016

Intro. Res. # 1261-16

Laid on Table 3/22/16

INTRODUCED BY PRESIDING OFFICER
ON REQUEST OF THE COUNTY EXECUTIVE

RESOLUTION NO. _____2016
TO READJUST, COMPROMISE, AND GRANT
REFUNDS AND CHARGE-BACKS ON REAL
PROPERTY CORRECTION OF ERRORS BY:
COUNTY LEGISLATURE (CONTROL #1022-2016)

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#1022-2016

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#1022-2016

(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	15/16	0200 44300 0500 008000	6479.98	1904.25	4575.73
A	BROOKHAVEN	15/16	0200 63300 0200 011003	9100.08	3368.33	5731.75
A	BROOKHAVEN	15/16	0209 02600 0100 015000	4681.28	984.06	3697.22
A	BROOKHAVEN	15/16	0200 55240 0300 033000	4041.14	946.96	3094.18
A	BROOKHAVEN	15/16	0200 52230 0200 018000	3588.28	712.37	2875.91
A	HUNTINGTON	14/15	0400 28200 0200 027000	11969.19	5649.03	6320.16
A	HUNTINGTON	15/16	0402 00800 0200 021001	50899.76	28864.32	22035.44
A	SHELTER ISLAND	13/14	0700 00600 0100 004000	12071.43	5501.79	6569.64
A	SMITHTOWN	14/15	0800 16900 0400 013002	14284.28	11231.37	3052.91
A	SMITHTOWN	15/16	0802 01200 0100 003006	76422.80	38083.74	38339.06
C	SMITHTOWN	15/16	0800 06200 0100 037000	12360.27	6164.62	6195.65
A	SMITHTOWN	15/16	0800 03500 0300 010000	18021.43	8005.27	10016.16
A	SMITHTOWN	15/16	0800 09500 0400 058001	9237.05	4581.85	4655.20
A	SMITHTOWN	14/15	0800 09500 0400 058001	9132.80	4550.80	4582.00
A	SMITHTOWN	15/16	0800 12500 0500 004000	9588.69	4451.67	5137.02
A	SMITHTOWN	15/16	0800 14500 0100 030000	8058.61	2735.70	5322.91
A	SMITHTOWN	15/16	0800 05500 0400 018000	6175.92	1792.13	4383.79
A	SMITHTOWN	15/16	0800 16300 0100 001000	17954.88	7970.08	9984.80

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

County Executive of Suffolk County Date of Approval:

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

REAL PROPERTY TAX SERVICE AGENCY

PENNY WELLS LAVALLE, MAI, CCIM, CCD

DIRECTOR

Memorandum

To: Jon Schneider, Deputy County Executive

From: Penny Wells LaValle, MAI, CCIM, CCD

Date: March 1, 2016

Re: Resolution Control No. 1022-2016

ATTACHED FOR YOUR REVIEW PLEASE FIND CORRECTION OF ERRORS CONTROL NO. 1022-2016

300 Center Drive
Riverhead, New York 11901-3398
Phone (631) 852-1550
Fax (631) 852-1566
Drafting Fax (631 852-2938

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X 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 **X**

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

County Town Economic Impact

Village School District Other (Specify):

Library District Fire District

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

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 March 1, 2016

A. BARTEL RPAT I

Additional back-up material regarding IR 1261 is on file in the Legislative Clerk's Office, Hauppauge.

1262

Intro. Res. No. -2016 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016 APPROPRIATING FUNDS IN CONNECTION WITH THE NEW ENHANCED SUFFOLK COUNTY 1/4% DRINKING WATER PROTECTION PROGRAM – 2014 REFERENDUM - LAND PURCHASES (CP 8732.210)

WHEREAS, Local Law 31-2014, a Charter Law Amending the ¼% Suffolk County Drinking Water Protection Program (DWPP) for Enhanced Water Quality Protection, Wastewater Infrastructure and General Fund Property Tax Relief for Suffolk County, created the 2014 Enhanced Suffolk County Water Quality Protection Program, codified in Suffolk County Charter Article XIIA; and

WHEREAS, in November of 2014, two-thirds of Suffolk County voters approved Proposition 5-2014, enacting the provisions of Resolution No. 579-2014, Local Law 31-2014, "A Charter Law Amending the ¼% Suffolk County Drinking Water Protection program (DWPP) for Enhanced Water Quality Protection, Wastewater Infrastructure And General Property Fund Tax Relief for Suffolk County." This Proposition recognized the essential nature of the Drinking Water Protection Program to the well-being of the County's drinking water supply and required $29.4 million in serial bonds be issued through the Capital Program for water quality protection program projects; and

WHEREAS, the 2016 adopted capital budget contains three water quality protection 2014 referendum capital projects totaling $29.4 million: CP 8732 for land purchases ($20.0 million), CP 8733 for water quality projects ($4.7 million), CP 8734 for sewer improvement projects ($4.7 million); and

WHEREAS, this capital project provides $20 million in serial bond funding to acquire, by fee, lease or easement, interests in land associated with the Suffolk County Drinking Water Protection Program; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2016 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith has authorized the issuance of $20,000,000.00 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-nine (69) 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

2nd **RESOLVED**, pursuant to the new Article XIIA of the Suffolk County Charter, $20,000,000 of this funding shall be used for land acquisitions as set forth in Section C12A-2(B)(1) of the Suffolk County Charter; and be it further

3rd **RESOLVED**, that the proceeds of $20,000,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project Number	Project Title	Amount
525-CAP-8732.210 (Fund 001 Debt Service)	Water Quality Protection 2014 Referendum - Land Purchases	$20,000,000

and, be it further

4th **RESOLVED,** that no funds shall be allocated to or expended from this Capital Project No. 8732.210 unless and until a resolution authorizing planning steps/appraisal steps and/or acquisition of a piece of property for the purposes of this capital project has been duly adopted; and, be it further

5th **RESOLVED**, that the County Executive or designee, and the Department of Economic Development and Planning, with the approval of the County Attorney, are hereby authorized and empowered to take such actions and execute such documents as may be necessary or desirable, consistent with the purposes and intent of the foregoing resolution; and be it further

6th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8, and Chapter 450 of the Suffolk County Code, 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 ("NYCRR") 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. 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:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1262

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016 APPROPRIATING FUNDS IN CONNECTION WITH THE NEW ENHANCED SUFFOLK COUNTY 1/4% DRINKING WATER PROTECTION PROGRAM – 2014 REFERENDUM - LAND PURCHASES (CP 8732.210)

3. Purpose of Proposed Legislation

See above.

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

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

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

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

Library District **Fire District**

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

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

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED FALL OF 2016 AND DEBT SERVICE WILL COMMENCE FALL 2017. THERE IS NO FISCAL IMPACT IN 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2016 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		March 9, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1262

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$939,698**	**$1.75**	$0.003

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$939,698**	**$1.75**	$0.020

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County

General Obligation Serial Bonds
Level Debt

1262

Term of Bonds	30
Amount to Bond:	$20,000,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$464,698.12	$475,000.00	$939,698.12	$939,698.12
			$231,981.71	$231,981.71	
11/1/2018	2.000%	$475,734.70	$231,981.71	$707,716.41	$939,698.12
			$226,332.36	$226,332.36	
11/1/2019	2.000%	$487,033.40	$226,332.36	$713,365.76	$939,698.12
			$220,548.84	$220,548.84	
11/1/2020	2.000%	$498,600.44	$220,548.84	$719,149.28	$939,698.12
			$214,627.96	$214,627.96	
11/1/2021	2.125%	$510,442.20	$214,627.96	$725,070.16	$939,698.12
			$208,566.46	$208,566.46	
11/1/2022	2.125%	$522,565.20	$208,566.46	$731,131.66	$939,698.12
			$202,361.00	$202,361.00	
11/1/2023	2.125%	$534,976.13	$202,361.00	$737,337.12	$939,698.12
			$196,008.15	$196,008.15	
11/1/2024	2.125%	$547,681.81	$196,008.15	$743,689.96	$939,698.12
			$189,504.43	$189,504.43	
11/1/2025	2.250%	$560,689.25	$189,504.43	$750,193.69	$939,698.12
			$182,846.25	$182,846.25	
11/1/2026	2.375%	$574,005.62	$182,846.25	$756,851.87	$939,698.12
			$176,029.93	$176,029.93	
11/1/2027	2.500%	$587,638.26	$176,029.93	$763,668.19	$939,698.12
			$169,051.73	$169,051.73	
11/1/2028	2.500%	$601,594.67	$169,051.73	$770,646.39	$939,698.12
			$161,907.79	$161,907.79	
11/1/2029	2.500%	$615,882.54	$161,907.79	$777,790.33	$939,698.12
			$154,594.18	$154,594.18	
11/1/2030	2.625%	$630,509.75	$154,594.18	$785,103.93	$939,698.12
			$147,106.88	$147,106.88	
11/1/2031	2.625%	$645,484.36	$147,106.88	$792,591.24	$939,698.12
			$139,441.75	$139,441.75	
11/1/2032	2.750%	$660,814.61	$139,441.75	$800,256.36	$939,698.12
			$131,594.58	$131,594.58	
11/1/2033	2.750%	$676,508.96	$131,594.58	$808,103.54	$939,698.12
			$123,561.04	$123,561.04	
11/1/2034	2.875%	$692,576.04	$123,561.04	$816,137.08	$939,698.12
			$115,336.70	$115,336.70	
11/1/2035	2.875%	$709,024.73	$115,336.70	$824,361.42	$939,698.12
			$106,917.03	$106,917.03	
11/1/2036	3.000%	$725,864.06	$106,917.03	$832,781.09	$939,698.12
			$98,297.39	$98,297.39	
11/1/2037	3.000%	$743,103.33	$98,297.39	$841,400.73	$939,698.12
			$89,473.04	$89,473.04	
11/1/2038	3.125%	$760,752.04	$89,473.04	$850,225.08	$939,698.12
			$80,439.11	$80,439.11	
11/1/2039	3.125%	$778,819.90	$80,439.11	$859,259.01	$939,698.12
			$71,190.62	$71,190.62	
11/1/2040	3.250%	$797,316.87	$71,190.62	$868,507.50	$939,698.12
			$61,722.49	$61,722.49	
11/1/2041	3.250%	$816,253.15	$61,722.49	$877,975.63	$939,698.12
			$52,029.48	$52,029.48	
11/1/2042	3.500%	$835,639.16	$52,029.48	$887,668.64	$939,698.12
			$42,106.26	$42,106.26	
11/1/2043	3.500%	$855,485.59	$42,106.26	$897,591.85	$939,698.12
			$31,947.37	$31,947.37	
11/1/2044	3.625%	$875,803.37	$31,947.37	$907,750.75	$939,698.12
			$21,547.21	$21,547.21	
11/1/2045	3.625%	$896,603.70	$21,547.21	$918,150.91	$939,698.12
			$10,900.04	$10,900.04	
11/1/2046	3.625%	$917,898.04	$10,900.04	$928,798.08	$939,698.12
		$20,000,000.00	$8,190,943.57	$28,190,943.57	$28,190,943.57

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1262

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1262

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title of Resolution: RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM – 2014 REFERENDUM – LAND PURCHASES (CP 8732.210)

PURPOSE OR GENERAL IDEA OF BILL:
To authorize bonded funding for land purchases to CP 8732.210.

SUMMARY OF SPECIFIC PROVISIONS:
To appropriate $20,000,000.00 in funding into a Capital Projects account to be used for land acquisitions pursuant to Local Law 31-2014 and adopted Resolution 579-2014.

JUSTIFICATION:
This funding for land acquisitions was authorized by adopted Resolution 579-2014 which incorporated $20,000,000.00 in funding obtained from serial bonds into the 2016-2018 Capital Budget specifically into CP 8732.210.

FISCAL IMPLICATIONS
There is no fiscal impact to the General Fund. All funding will come from the serial bonding.

COUNTY OF SUFFOLK

1262

STEVEN BELLONE
COUNTY EXECUTIVE

DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING

JOANNE MINIERI
DEPUTY COUNTY EXECUTIVE AND COMMISSIONER

March 4, 2016

Mr. Jon Schneider
Deputy County Executive
H. Lee Dennison Building, 12th Floor
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

Enclosed for your consideration and submission is the proposed resolution pursuant to:

> RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM – 2014 REFERENDUM – LAND PURCHASES (CP 8732.210)

This funding for land purchases was authorized by adopted Resolution 579-2014 which incorporated $20,000,000.00 in funding obtained from serial bonds into the 2016-2018 Capital Budget specifically into CP 8732.210. The actual bonding will be completed upon legislative approval of each individual land acquisition.

After your examination, please place this on the Legislative Agenda. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Sarah Lansdale, AICP
Planning Director

Cc: Lauretta R. Fischer, Chief Environmental Analyst, Division of Planning and Environment
Jason Smagin, Acting Director of Real Estate, Division of Real Estate Acquisition and Management
Janet Longo, Acquisition Supervisor, Division of Real Estate Acquisition and Management
CE Reso Review

LOCATION
H. LEE DENNISON BLDG. – 11th FLOOR ◆
100 VETERANS MEMORIAL HIGHWAY

MAILING ADDRESS
P. O. BOX 6100 ◆
HAUPPAUGE, NY 11788-0099

PHONE (631) 853-4800
FAX (631) 853-4767

1263

Intro. Res. No. -2016 Laid on Table 3/22/16

Introduced by Legislator Krupski

RESOLUTION NO. -2016, AUTHORIZING USE OF CEDAR BEACH FOR CORNELL COOPERATIVE EXTENSION'S BACK TO THE BAY 5K RUN

WHEREAS, Cornell Cooperative Extension's Back to the Bay is hosting a 5K Run fundraiser to raise funds and awareness of the projects and programs of Cornell Cooperative Extension's Marine Program; and

WHEREAS, Cornell Cooperative Extension is committed to protecting water quality, restoring habitat, enhancing shellfish and finish populations and educating the public on the importance of our marine environment; and

WHEREAS, the 5K run will be held on Saturday, May 14, 2016 at Cedar Beach from 8:00 a.m. to 12:00 p.m.; and

WHEREAS, a Certificate of Insurance naming Suffolk County as an additional insured has been provided by Cornell Cooperative Extension; and

WHEREAS, the County of Suffolk shall receive consideration in the total amount of Three Hundred Dollars and 00/100 ($300.00), payment of which shall be guaranteed by Cornell Cooperative Extension; now, therefore be it

1st **RESOLVED**, that the use of County-owned property, i.e., Cedar Beach, in consideration of the payment of Three Hundred Dollars and 00/100 ($300.00), for the purpose of a 5K race on Saturday, May 14, 2016, between the hours of 8:00 a.m. and 12:00 p.m., is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the County's receipt of a Certificate of Insurance naming the County of Suffolk as an additional insured from Cornell Cooperative Extension, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

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

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

4th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law,

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-use-cedar-beach-5k-run-cornell-cooperative

Intro. Res. No. 1264-16 Laid on Table 3/22/16

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -20 , APPROVING THE APPOINTMENT OF STEPHANIE BALDWIN TO THE SUFFOLK COUNTY DISABILITIES ADVISORY BOARD – GROUP D

WHEREAS, pursuant to Chapter 50 of the Suffolk County Code, section 50-3(A)(4)(b), the County Executive shall appoint six (6) members of the Disabilities Advisory Board, Group D, subject to the consent and approval of the Legislature; and

WHEREAS, there is currently a vacancy on the Suffolk County Disabilities Advisory Board in Group D, now, therefore be it

1st **RESOLVED**, that Stephanie Baldwin, residing at 12 Conklin Avenue, Selden, New York, be and hereby is appointed to the Suffolk County Disabilities Advisory Board, Group D, for a term of office expiring two (2) years from the effective date of this resolution

RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, 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 ("NYCRR") 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. 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:

1264

STEPHANIE BALDWIN

Selden, NY 11784
(516)

SUMMARY

- New York State Admitted Attorney
- Extensive training in Facilitative Mediation and Alternative Dispute Resolution
- Problem solver with a sincere interest in working with people with special needs
- Concentration in litigation.

COMMITTEES

- Facilitate the Aktion Club through FREE and Kiwanis International.
- Staff coordinator for the FREE advocacy group the FREE Speaker's Bureau
- Leadership Quality Initiative Committee Member- The committee's purpose is to implement positive changes throughout the Agency.
- Long Island Regional Transformation Committee member hosted by FREE through NYSACRA
- Regional Member of the Self Advocacy Association of New York State (SANYS)

RELEVANT SKILLS:

CONFLICT RESOLUTION

- At FREE, a non-profit organization my skills include:
  - negotiating and drafting contracts,
  - Agency litigation
  - Drafting polices and procedures
- Advocated as a Law Guardian in Suffolk County Family Court; placed children in youth programs and services
- Worked with County Attorney to recommend plea bargains for Juvenile Delinquents
- Under supervision, advocated for youth in neglect, abuse, and custody hearings
- Performed Facilitative Mediation and Negotiation exercises in classroom setting

COMMUNICATION

- At FREE, I work with both the Operations Department and the Legal Department to analyze legal questions and implement effective legal strategies to accomplish Agency goals.
- Evaluated clients legal issues and met with clients to discuss legal options
- Worked with legal staff to perform duties necessary to speed up cases
- Performed mediation and negotiation tasks in law school seminars.
- Experienced in communicating with special needs children in and out of classroom setting.
- Assisted second-grade teacher with classroom projects

RESEARCH

- Conducted legal research for Agency initiatives.
- Conduct research on HIPAA /HITECH compliance.
- Using legal opinions, interviews, and computer software, compiled information for clients' cases
- Summarized Legal Appellate Briefs for an Educational Law firm.

COMPUTER SKILLS

Microsoft Word /Outlook
Contract Logix- Data Base Administrator for software program that helps to manage contracts.

LexisNexis
Westlaw
Doc Star

EMPLOYMENT HISTORY

8/12- Present- Advocacy and Legal Review Coordinator Family Residences and Essential Enterprises (FREE)

7/11-8/12	Legal Consultant	Family Residences and Essential Enterprises *Bethpage, New York*
3/11-Present	Volunteer Advocate/Presenter	The Self Advocacy Association of New York State *Hauppauge, New York*
4/11-5/11	Independent Contractor/Appeal Writer	The Law Offices of Neal Rosenberg *New York, New York*
2/11- 4/11	Legal Internship	Family Residence and Essential Enterprises, *Bethpage, New York*
12/10-2/10	Site Coordinator	Pieper Bar Review, *Central Islip, New York*
1/06-1/09	Law Student	Thomas M. Cooley Law School, *Lansing Michigan*
9/08-12/08	Legal Externship	Suffolk County Family Court, *Central Islip, New York*

COMMUNITY SERVICE

- Regional Member of the Self Advocacy Center of New York State
- Woodbury Nursing Home – Performed singing entertainment for residents.
- Empire State Games for the Physically Challenged – Assisted disabled athletes during competition.
- Jefferson Club- Served as a role model for underachieving children
- The Best Buddies Club- Mentored an autistic high school student
- Emergency Medical Service-Provided medical assistance to the students and faculty of Muhlenberg College

EDUCATION

Thomas M. Cooley Law School, Lansing, MI- J.D.-January 17, 2009
Muhlenberg College, Allentown, PA- B.A., Political Science- emphasis in Social Science and Elementary Education
Independent Study: Juvenile Law

HONORS

Honors Scholarship Recipient- Thomas M. Cooley Law School

1264

Dean's List- Thomas M. Cooley Law School

INTERNSHIPS/EXTERNSHIPS

Family Residences and Essential Enterprises	02/11-04/11
Law Guardian Bureau in Suffolk County Family Court	09/08- 12/08
Lehigh Valley District Attorney's Office	Summer 2000

COUNTY OF SUFFOLK

1264

SUFFOLK COUNTY DISABILITIES ADVISORY BOARD

Steven Bellone
Suffolk County Executive

Roy Probeyahn, Chair
S.C. Disabilities Advisory Board

COUNTY LEGISLATORS:
DuWayne Gregory, Presiding Officer

Leg., William Spencer, M.D., Chair
Health Committee

February 23, 2016

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg.
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Re: Reso-OPD-Disabilities Advisory Board- Stephanie Baldwin

Dear Mr. Schneider:

Enclosed is a proposed resolution for the appointment of Stephanie Baldwin to the Suffolk County Disabilities Advisory Board, Group D. Ms. Baldwin is an attorney who has a mobility impairment and has been regularly attending meetings of the Advisory Board, and would like to be appointed as a full member. She works for Family Residences and Essential Enterprises, Inc., a not-for-profit agency that serves people with Disabilities. I believe her experience will be a valuable asset to the Board.

I recommend that she be appointed to the Board.

Sincerely,

Frank Krotschinsky, Esq., Director
Suffolk County Office for
People with Disabilities

FK/hz

North County Complex, Building 158
725 Veterans Memorial Hwy. P.O. Box 6100
Hauppauge, New York 11788-0099

www.co.suffolk.ny.us

(631) 853-8333 (VOICE)
(631) 853-5658 (TTY)
(631) 853-8339 (FAX)

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1264

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

APPROVING THE APPOINTMENT OF STEPHANIE BALDWIN TO THE SUFFOLK COUNTY DISABILITIES ADVISORY BOARD-GROUP D

3. Purpose of Resolution: Same as above

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

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

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

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

Library District **Fire District**

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

NO IMPACT

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

N/A.

8. Proposed Source of Funding

N/A

9. Timing of Impact

UPON APPROVAL

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
SUZANNE MARTIN PR.BUDGET EXAMINER	Suzanne Martin	3-14-16

SIN FORM 175b (10/95)

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

1264

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office

1265

Intro. Res. No. -2016 Laid on Table 3/22/2016

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING A MUNICIPAL COOPERATIVE LICENSE AGREEMENT WITH TOWN OF BABYLON FOR VAN BOURGONDIEN COUNTY PARK, WEST BABYLON

WHEREAS, Town of Babylon, a Municipality, has operated under a cooperative license agreement with the County dated February 27, 2004 for the upkeep and beautification of Van Bourgondien County Park in West Babylon; and

WHEREAS, Town of Babylon has expressed a willingness to continue to assist the County in the upkeep and beautification of the site, and providing access and programs for the public at Van Bourgondien County Park; and

WHEREAS, Town of Babylon would like to enter into a license agreement for a term of ten (10) years with two (2) optional terms of an additional five (5) years each with the County of Suffolk for the non-exclusive use, upkeep and beautification of Van Bourgondien County Park; now, therefore, be it

1st RESOLVED, that the Suffolk County Department of Parks, Recreation, Conservation is hereby authorized, empowered, and directed, pursuant to Section 28-4(D) of the SUFFOLK COUNTY CHARTER, to enter into a License Agreement, for a term of ten (10) years with two (2) optional terms of an additional five (5) years each with Town of Babylon, for the non-exclusive use, upkeep and beautification of Van Bourgondien County Park; and be it further

2nd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1265

1. Type of Legislation

Resolution X Local Law _____ Charter Law ____

2. Title of Proposed Legislation

AUTHORIZING A MUNICIPAL COOPERATIVE LICENSE AGREEMENT WITH TOWN OF BABYLON FOR VAN BOURGONDIEN COUNTY PARK, WEST BABYLON

3. Purpose of Proposed Legislation

See #2 above.

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

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

County Town Economic Impact

Village School District Other (Specify):

Library District Fire District

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

N/A

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

N/A

8. Proposed Source of Funding

N/A

9. Timing Impact

N/A

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Emily R. Lauri Community Relations Director Dept. of Parks, Recreation & Conservation	Emily R Lauri	2/05/16

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

1265

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office

1265

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2016 INTERGOVERNMENTAL RELATIONS MEMORANDUM OF SUPPORT

TITLE OF BILL: Authorizing a Municipal Cooperative License Agreement with Town of Babylon for Van Bourgondien County Park, West Babylon

PURPOSE OR GENERAL IDEA OF BILL: The purpose of this resolution is to authorize the municipal cooperative license agreement with Town of Babylon for the upkeep and beautification of Van Bourgondien County Park, West Babylon.

SUMMARY OF SPECIFIC PROVISIONS: This resolution authorizes the license agreement with Town of Babylon for the upkeep and beautification of Van Bourgondien County Park, West Babylon. The Town of Babylon has been operating under a municipal cooperative license agreement with Parks since 2004 and has provided residents of Suffolk County with recreational opportunities including soccer and lacrosse.

JUSTIFICATION: This resolution will allow the Town of Babylon to maintain upkeep and beautification of this property while providing access and programs to the general public.

FISCAL IMPLICATIONS: No cost to the County.

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

SUFFOLK COUNTY PARKS

1265

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

TO: **JON SCHNEIDER, Deputy County Executive**

FROM: **GREG DAWSON, Commissioner**

DATE: **February 5, 2016**

RE: **INTRODUCTORY RESOLUTION AUTHORIZING A MUNICIPAL COOPERATIVE LICENSE AGREEMENT WITH TOWN OF BABYLON FOR VAN BOURGONDIEN COUNTY PARK, WEST BABYLON**

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-Authorizing License Agreement with Van Bourgendien .doc"

Town of Babylon has operated under a Municipal Cooperative License Agreement with the County for the upkeep and beautification of the site since 2003. The organization desires to continue to assist the County in the upkeep and beautification of Van Bourgondien and for providing access and programs for the public. As such, the Parks Department would like to enter into a Municipal Cooperative License Agreement with this organization in order to clarify the services and requirements under the agreement.

Should you require anything further, please contact my office at 4-4947.

Enclosures

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

SUFFOLK COUNTY PARKS

Intro. Res. No. 1266-16 Laid on Table 3/22/16
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -20 , APPROVING THE APPOINTMENT OF MEESHA JOHNSON TO THE SUFFOLK COUNTY DISABILITIES ADVISORY BOARD – GROUP D

WHEREAS, pursuant to Chapter 50 of the Suffolk County Code, section 50-3(A)(4)(b), the County Executive shall appoint six (6) members of the Disabilities Advisory Board, Group D, subject to the consent and approval of the Legislature; and

WHEREAS, there is currently a vacancy on the Suffolk County Disabilities Advisory Board in Group D, now, therefore be it

1st **RESOLVED**, that Meesha Johnson, residing at Southampton, New York, be and hereby is appointed to the Suffolk County Disabilities Advisory Board, Group D, for a term of office expiring two (2) years from the effective date of this resolution.

RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, 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 ("NYCRR") 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. 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:

1266

Meesha N. Johnson

South Hampton, NY, 11969
Phone: (0/Cell: (

OBJECTIVE

To employ the skills acquired at Suffolk County Community College and working in the field of Human services that I may be an asset to your organization and the working environment.

SKILLS & ABILITIES

Able to work independently as well as part of a team Proven ability to provide great customer service Adept at learning tasks thoroughly and quickly Articulate and professional in all aspects of customer relations Ability to multi-task well under pressure Excellent written and oral communications Well versed in taking direction and processing instruction

Professional Experience

South Hampton Hospital 1997-2000 Dietary Aid hospital

- Prepared patient meals and distributed nutritional foods to patients
- Expedited customer transactions at the cash register for the cafeteria at Southampton Hospital

Concord Hotel Assistant Manager 1998- 2000

- Initiated, confirmed and organized all travel arrangements
- Assisted customers in all areas related to their stay
- Provided phone support
- Data entry and responsible for processing payments for the Concord Hotel

Bell ringer Security Company 1998-2000

- Recorded and transferred messages and prioritized incoming and outgoing information for associated companies

Provided telephone support for busy doctor's practice

Office Assistant 2011-2011 Shinnecock Nation Gaming Authority

- Prepared and maintained the ever changing and diversified Board Member's calendars
- Answer phones, record messages, processed email correspondence provided information communication services

1266

EDUCATION

Suffolk County Community College 2013-2015
□ Suffolk Community College AS
□ Human Services

Distinguished Student Achievement Award 2015 Udall Scholarship 2015 – Pres
□ Arizona State

National Federation of the Blind
□ Scholarship (Member and received a scholarship 2014

Suffolk Independant Living Organization (SILO)
□ Internship for 350 hours of field work for human services degree

Internship for Suffolk County Disability Advisory Board 2015 Congressman Tim Bishop Office 2014
□ Internship as a result of State and Local Government course taken at SCCC

Long Island University Southampton College 1994-1997
□ Long Island AA to Suffolk

COMMUNITY AND COLLEGE COMMITTEE CONTRIBUTION

Shinnecock School of the Arts 2013 – Pres Board Member . Volunteer for New York Disability Voters Network President and Co. Founder of AABLE Member of African American Student Union Group South Hampton Town Democratic Committee 2014 – Pres PHI BETA KAPPA CHI ALPHA EPSILON

REFERENCE UPON REQUEST

COUNTY OF SUFFOLK

1266

SUFFOLK COUNTY DISABILITIES ADVISORY BOARD

Steven Bellone
Suffolk County Executive

Roy Probeyahn, Chair
S.C. Disabilities Advisory Board

COUNTY LEGISLATORS:
DuWayne Gregory, Presiding Officer

Leg., William Spencer, M.D., Chair
Health Committee

February 23, 2016

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg.
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Re: Reso-OPD-Disabilities Advisory Board- Meesha Johnson

Dear Mr. Schneider:

Enclosed is a proposed resolution for the appointment of Meesha Johnson to the Suffolk County Disabilities Advisory Board, Group D. Ms. Johnson who is blind, has been regularly attending meetings of the Advisory Board, and would like to be appointed as a full member. She is a college student who has worked for Suffolk Independent Living Organization, and I believe her experience will be a valuable asset to the Board.

I recommend that she be appointed.

Sincerely,

Frank Krotschinsky, Esq., Director
Suffolk County Office for
People with Disabilities

FK/hz

North County Complex, Building 158
725 Veterans Memorial Hwy. P.O. Box 6100
Hauppauge, New York 11788-0099

www.co.suffolk.ny.us

(631) 853-8333 (VOICE)
(631) 853-5658 (TTY)
(631) 853-8339 (FAX)

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1266

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

APPROVING THE APPOINTMENT OF MEESHA JOHNSON TO THE SUFFOLK COUNTY DISABILITIES ADVISORY BOARD-GROUP D

3. Purpose of Resolution: Same as above

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

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

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

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

Library District **Fire District**

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

NO IMPACT

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

N/A.

8. Proposed Source of Funding

N/A

9. Timing of Impact

UPON APPROVAL

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
SUZANNE MARTIN PR.BUDGET EXAMINER	Suzanne Martin	3-14-16

SIN FORM 175b (10/95)

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

1266

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office

Intro. Res. No. 1267-16 Laid on Table 3/22/16

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -20 , APPROVING THE APPOINTMENT OF ROY PROBEYAHN TO THE SUFFOLK COUNTY DISABILITIES ADVISORY BOARD – GROUP D

WHEREAS, pursuant to Chapter 50 of the Suffolk County Code, section 50-3(A)(4)(b), the County Executive shall appoint six (6) members of the Disabilities Advisory Board, Group D, subject to the consent and approval of the Legislature; and

WHEREAS, there is currently a vacancy on the Suffolk County Disabilities Advisory Board in Group D, now, therefore be it

WHEREAS, Roy Probeyahn is currently a member of the Disability Advisory Board in holdover status, now, therefore, be it

1st **RESOLVED**, that Roy Probeyahn, residing at 12 Par Drive, South Manor, New York, be and hereby is reappointed to the Suffolk County Disabilities Advisory Board, Group D, for a term of office expiring two (2) years from the effective date of this resolution.

RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, 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 ("NYCRR") 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. 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:

1261

SUFFOLK COUNTY
EXECUTIVE OFFICE OF
HANDICAPPED SERVICES
APR 7 11 28 AM '03

RESUME

ROY PROBEYAHN
]
SOUTH MANOR, NEW YORK 11949
631-

I have resided at the above address for the past fifteen years with my wife, Arleen, and our three sons who are autistic.

Attached please find my professional and volunteer affiliations.

PROFESSIONAL:

1267

Founder and President of Roy Probeyahn Inc.
Full service insurance consulting and claims adjusting firm - 1985 to Present
Nassau Community College; Hofstra University; Suffolk Community College; New York Institute of Technology; Associate Adjunct Professor of Insurance - 1977 to Present

VOLUNTEER AFFILIATIONS:

East End Disabilities Association-Current Board Member

Founder and Parent Coordinator of Long Island Citizens Task Force on "Aging Out."

Suffolk County Community Board Subcommittee on Mental Retardation and Developmental Disabilities-Current Chairman.

Long Island Family Support Consumer Council-Charter Member-Immediate Past Chairman & Past Co-Chairman.

O.M.R.D.D./L.I.D.D.S.O. Director's Advisory Board & NYSCARES Advisory Council.

N.Y.S. O.M.R.D.D. NYSCARES Commissioner's Advisory Board.

Self Initiated Living Options-SILO-Charter Board Member.

Member Nassau/Suffolk Chapter-National Society for Autistic Children.

Transition Site Coordination Project-Eastern Suffolk BOCES-Past Member & Chairman.

Developmental Disabilities Institute-Past Vice President and Board Member-Parents Association-Past Vice President.

Town of Brookhaven Hostel Site Selection Committee-Charter Member-Served 15 Years.

Town of Brookhaven Advisory Committee on the Handicapped-Past Chairman-10 Terms.

Middle Country Central School District #11-Special Education P.T.O-Past President-Ten Terms.

Selden Taxpapers Association, Inc.-Past President-Three Terms.

Middle Country Central School District #11 School Community Relations Committee-Charter Member-Vice President.

Middle Country Central School District #11-Property Tax Relief Committee-Chairman.

A.H.R.C. Mid-Island Auxiliary/Suffolk Chapter-Past Board of Directors.

SENSA (Nassau-Suffolk Special Education Alliance)-Charter Member.

James E. Allen Learning Center-P.T.C.-Past President-Two Terms.

267

ACHIEVEMENTS/RECOGNITION:

Recipient of the Jenkins Memorial Award

Published in Newsday Letters to the Editor Advocating for the Developmentally Disabled-May 30, 1995 and May 7, 1998

Profiled as a Newsmaker-Newsday-April 7, 1994

Spearheaded Project Equals which won diplomas from the Board of Regents for special education students (Newsday June 11, 1984)

Instrumental in writing and obtaining passage of Chapter 600 (1994) which guarantees funding by the State for children aging out of residential schools

Recipient of Certificate of Achievement; New York State Developmental Disabilities Planning Council (1996) (1990)

Won funding from Suffolk County for Transitional Services from 1988-1995 (Newsday-Paul Vitello-November 14, 1995, December 29, 1995) and Suffolk Life (October 18, 1995)

Recipient of Certificate of Merit-Senator Kenneth P. LaValle, New York State Senate, First Senatorial District-June 1981

Recipient of Certificate of Merit-Senator Nicholas Spano, New York State Senate, Legislative Advisory Select Committee on Disabilities-June 13, 1988

Recipient of Community Services Award; New York State Developmental Disabilities Planning Council (2001)

Participated as a panelist in variety of regional and state wide conferences and on a variety of television and radio broadcasts.

Testified at numerous State, County and Town hearings and before government agency hearings on behalf of the developmentally disabled.

COUNTY OF SUFFOLK

1267

SUFFOLK COUNTY DISABILITIES ADVISORY BOARD

Steven Bellone
Suffolk County Executive

Roy Probeyahn, Chair
S.C. Disabilities Advisory Board

COUNTY LEGISLATORS:
DuWayne Gregory, Presiding Officer

Leg., William Spencer, M.D., Chair
Health Committee

February 23, 2016

Jon Schneider
Deputy County Executive
H. Lee Dennison Bldg.
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Re: Reso-OPD-Disabilities Advisory Board- Roy Probeyahn

Dear Mr. Schneider:

Enclosed is a proposed resolution for the reappointment of Roy Probeyahn to the Suffolk County Disabilities Advisory Board, Group D. His membership on the Board is currently in holdover status. Mr. Probeyahn, who is retired, currently serves as the Board's chairperson. He is the father of three sons with developmental disabilities. He has been a tireless advocate for developmentally disabled individuals and their families. He has also assisted with transportation and emergency response issues. He has been and will continue to be a valuable resource to the Board.

I recommend that he be reappointed.

Sincerely,

Frank Krotschinsky, Esq., Director
Suffolk County Office for
People with Disabilities

FK/hz

North County Complex, Building 158
725 Veterans Memorial Hwy. P.O. Box 6100
Hauppauge, New York 11788-0099

www.co.suffolk.ny.us

(631) 853-8333 (VOICE)
(631) 853-5658 (TTY)
(631) 853-8339 (FAX)

1267

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

APPROVING THE APPOINTMENT OF BEVERLY CODY TO THE SUFFOLK COUNTY DISABILITIES ADVISORY BOARD-GROUP D

3. Purpose of Resolution: Same as above

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

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

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

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

Library District **Fire District**

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

NO IMPACT

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

N/A.

8. Proposed Source of Funding

N/A

9. Timing of Impact

UPON APPROVAL

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
SUZANNE MARTIN PR.BUDGET EXAMINER	Suzanne Martin	3-14-16

SIN FORM 175b (10/95)

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

1767

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office

Intro. Res. No. 1268-16 Laid on Table 3/22/16
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -20 , APPROVING THE APPOINTMENT OF BEVERLY CODY TO THE SUFFOLK COUNTY DISABILITIES ADVISORY BOARD – GROUP D

WHEREAS, pursuant to Chapter 50 of the Suffolk County Code, section 50-3(A)(4)(b), the County Executive shall appoint six (6) members of the Disabilities Advisory Board, Group D, subject to the consent and approval of the Legislature; and

WHEREAS, there is currently a vacancy on the Suffolk County Disabilities Advisory Board in Group D, now, therefore be it

WHEREAS, Beverly Cody is currently a member of the Disability Advisory Board in holdover status, now, therefore, be it

1st **RESOLVED**, that Beverly Cody, residing at 240 Feller Drive, Central Islip, New York, be and hereby is reappointed to the Suffolk County Disabilities Advisory Board, Group D, for a term of office expiring two (2) years from the effective date of this resolution.

RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, 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 ("NYCRR") 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. 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:

BEVERLY CODY

Central Islip, NY 11722

(631)

1268

EXPERIENCE

Vocational and Educational Services for Individuals With Disabilities (VESID), Hauppauge, NY
Counselor/Counselor Supervisor (11/74-~~Present~~ RETIRED 4/02) Supervise unit of 6-8 Vocational Rehabilitation Counselors who provide counseling, training, job placement and follow-along services to adults with disabilities and to youngsters with disabilities transitioning from school to the adult working world. Involved in training, assisting counselors with developing caseload management skills, problem solving, brainstorming, approval of expenditures, involvement with community agencies, troubleshooting difficult situations. Promoted February 1979 to Counselor Supervisor from position as Vocational Rehabilitation Counselor with a caseload of persons with severe disabilities.

Manpower & Career Development Agency, City of New York Staff Development Unit
Human Resources Specialist Supervisor (5/73-11/74) Offered technical assistance to neighborhood and regional manpower centers. Designed and implemented seminars (counseling, human relations, communications, drug awareness, etc.) for staff of MCDA to enable them to better relate to clients and help the client into a suitable and meaningful job or training situation. Planned, coordinated, and implemented a summer work program for 200 disadvantaged high school and college students and their supervisors. Supervised one trainer.

Economic & Manpower Corporation Inc.
Counseling Supervisor (12/71-5/73) Supervised staff of three counselors engaging in individual and group counseling with disadvantaged persons entering jobs in the health careers or clerical fields. Performed job development and public relations with participating nursing homes, hospitals, and companies.

Ohio Bureau of Employment Services (Vocational Planning Center, Akron, Ohio; Youth Opportunity Center, Cleveland, Ohio; Concentrated Employment Program, Cleveland, Ohio) Senior Counselor (11/68-12/71) Assisted persons who were economically and socially disadvantaged, persons with developmental, psychiatric and physical disabilities, parolees, persons with substance abuse problems and troubled youth in formulating vocational plans. This required interpretation of tests, collection and analysis of data, identification of social, economic and educational problems, referral to appropriate agencies, dissemination of training information, job development, placement, etc. Helped clients identify and overcome obstacles by using the problem-solving process and increasing their repertoire of vocationally and socially acceptable responses.

Kent State University (Department of Sociology)
Graduate Assistant (9/67-9/68) Assisted faculty with library research, taught classes, developed, administered and graded tests, tutored students, participated in research project using small groups to test methods of reducing racial prejudice. Was leader of three groups.

EDUCATION AND CERTIFICATION

1268

Certified Rehabilitation Counselor – Number 05289, 1975-Present

Certified Rehabilitation Counselor – Clinical Supervisor – Since designation introduced 1999-Present

Post-graduate work: Kent State University, Kent, Ohio – completed all course work toward M.A. in Sociology except for thesis.

B.A. Sociology, Kent State University, Kent, Ohio – 1967

PROFESSIONAL CONTRIBUTIONS AND ACHIEVEMENTS

Member and Secretary – Suffolk County Handicap Advisory Board

Former Member – BOCES II Literacy Advisory Board

Former Member – Gateway Steering Committee

Former Member – Middle Country Advisory Board of Occupational Education

Office Liaison – Probation and Parole Departments

Office Coordinator – HIV and AIDS

References Upon Request

POST RETIREMENT

CHAIR SUFFOLK COUNTY DISABILITIES ADVISORY BOARD

COUNTY OF SUFFOLK

1268

SUFFOLK COUNTY DISABILITIES ADVISORY BOARD

Steven Bellone
Suffolk County Executive

Roy Probeyahn, Chair
S.C. Disabilities Advisory Board

COUNTY LEGISLATORS:
DuWayne Gregory, Presiding Officer

Leg., William Spencer, M.D., Chair
Health Committee

February 23, 2016

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg.
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Re: Reso-OPD-Disabilities Advisory Board- Beverly Cody

Dear Mr. Schneider:

Enclosed is a proposed resolution for the reappointment of Beverly Cody to the Suffolk County Disabilities Advisory Board, Group D. Ms. Cody, who has a disability, is retired from ACCES-VR, a State Agency under the Education Department, which works toward the education, rehabilitation, and employment of people with disabilities. She has been and will continue to be an asset to Board.

I recommend that she be reappointed.

Sincerely,

Frank Krotschinsky, Esq., Director
Suffolk County Office for
People with Disabilities

FK/hz

North County Complex, Building 158
725 Veterans Memorial Hwy. P.O. Box 6100
Hauppauge, New York 11788-0099

www.co.suffolk.ny.us

(631) 853-8333 (VOICE)
(631) 853-5658 (TTY)
(631) 853-8339 (FAX)

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1268

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

APPROVING THE APPOINTMENT OF ROY PROBEYAN TO THE SUFFOLK COUNTY DISABILITIES ADVISORY BOARD-GROUP D

3. Purpose of Resolution: Same as above

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

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

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

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

Library District **Fire District**

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

NO IMPACT

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

N/A.

8. Proposed Source of Funding

N/A

9. Timing of Impact

UPON APPROVAL

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
SUZANNE MARTIN PRINCIPAL BUDGET EXAMINER	Suzanne Martin	3-14-16

SIN FORM 175b (10/95)

Intro. Res. No. 1269-16 Laid on Table 3/22/16
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -20 , APPROVING THE APPOINTMENT OF VALERIE LEWIS TO THE SUFFOLK COUNTY DISABILITIES ADVISORY BOARD – GROUP D

WHEREAS, pursuant to Chapter 50 of the Suffolk County Code, section 50-3(A)(4)(b), the County Executive shall appoint six (6) members of the Disabilities Advisory Board, Group D, subject to the consent and approval of the Legislature; and

WHEREAS, there is currently a vacancy on the Suffolk County Disabilities Advisory Board in Group D, now, therefore be it

WHEREAS, Valerie Lewis is currently a member of the Disability Advisory Board in holdover status, now, therefore, be it

1st **RESOLVED**, that Valerie Lewis, residing at 19 East Ave, Coram, NY, New York, be and hereby is reappointed to the Suffolk County Disabilities Advisory Board, Group D, for a term of office expiring two (2) years from the effective date of this resolution.

RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, 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 ("NYCRR") 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. 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:

1269

Valerie S. Lewis

Bellport, New York 11713-9000
(631)
(631)

Education

- **Advanced Certificate in Public Library Administration** Long Island University, C.W. Post Campus, Palmer Library School, 2006
- **MLIS** Long Island University, C.W. Post Campus, Palmer Library School, 1994
- **B.A.** State University of New York at Stony Brook, Department of English, 1991
- A.A.S. Suffolk County Community College, Ammerman Campus, Liberal Studies, 1988

Professional Experience

- **Administrator of Outreach Services,** Suffolk Cooperative Library System
  Director, Long Island Talking Book Library (A Sub-regional Library of the National Library Service for the Blind and Physically Handicapped)
  2002-present
  - Supervise staff and volunteers of the Long Island Talking Book Library.
  - Provide library services and materials to underserved populations.
  - Provide information and referral services to patrons and public libraries.
  - Advise library administrators on disability-related issues.
  - Work with Suffolk County agencies to create accessible services and programs.
  - Work with community organizations to promote accessibility.
  - Make presentations and hold workshops on disability awareness and access to public libraries.
  - Educate students enrolled in the Palmer School of Library and Information Science on issues related to accessible libraries.
  - Demonstrate adaptive equipment and technology for people with disabilities to patrons and public library staff.
- **Access and Assistive Technology Specialist,** Talking Books Plus, Suffolk Cooperative Library System, 1998-2002
  Disability Awareness Specialist, Literacy Volunteers of America (AmeriCorps VISTA Grant), 1997-1998
  - Work with community agencies and organizations to promote accessibility.
  - Make presentations and hold workshops on disability awareness and public library accessibility.
  - Provide information and referral services to patrons and public libraries.
  - Demonstrate adaptive equipment and technology for people with disabilities to patrons and public library staff.

- **Talking Books Plus Volunteer**, Talking Books Plus, Suffolk Cooperative Library System, 1994-1997
  - Demonstrate adaptive equipment and technology for people with disabilities to patrons and public library staff.

Teaching and Training

- Guest lecturer in Introduction to Library Services course (annually)
- Guest lecturer in Legal Issues for Public Library Administrators course (annually)
- Assistive technology training for library staff (ongoing)

Conference Presentations

- Invited speaker at the Law Librarians Association of Greater New York, New York, NY, May 1, 2009.
- Invited speaker "Using assistive technology for self advocacy" at the Suffolk Independent Living Organization, Coram, NY, July 24, 2007.
- Invited speaker "Assistive technology in the workplace" at the Long Island Center for Independent Living, Nassau County, NY, 2007.
- Invited speaker "Providing accessible library services" at the Queens Public Library Disability Awareness Program, Queens County, NY, October 24, 2006.
- Invited speaker "Connecting with the community" at the New Jersey Library Association Trustee Workshop, NJ, -September 30, 2006.
- Invited speaker "Library services for individuals with disabilities" at the American Library Association President's Program, sponsored by the Association of Library Trustees and Advocates, ALA Chicago, Chicago, IL, June 2005.
- Keynote speaker at the Biennial Meeting of the Northern Conference of Librarians Serving the Blind and Physically Handicapped, New York, NY, May 4–6, 2005.
- Invited speaker "Accessible library services" at the New York State Outreach Coordinators Conference, Canandaigua, NY, July 2004.
- Presenter "Communicating with people who have disabilities" at the Long Island Library Conference, Woodbury, NY, May 2003.
- Panel Member "Services for people with disabilities" at the Long Island Library Conference, Huntington, NY, May 2001.
- Presenter "Could Christopher Reeve attend your library's programs?" at the Long Island Library Conference, Huntington, NY, May 1999.
- Organizer of the Biennial Meeting of the Northern Conference of Librarians Serving the Blind and Physically Handicapped, Bellport, NY, May 7–9, 1997.

Other Conferences Attended

- Leadership Exchange in Arts and Disability (LEAD) Conference, Washington DC. August 13–16, 2009.
- New York State Downstate Outreach Coordinators Conference, New York, NY. December 4, 2006.
- Long Island Library Conferences, 1998 – 2009.

1269

Professional Memberships

- American Library Association (ALA)
  - Association of Specialized and Cooperative Library Agencies (ALA/ASCLA)
    - ALA/ASCLA Sub-Committee for Accessibility Guidelines
- New York Library Association (NYLA)
- Suffolk County Library Association (SCLA)
  - Reference and Adult Services Division (RASD)

Current Service

- Invited Member of the Network of Women with Disabilities (an ad hoc committee of the Suffolk Community Council)
- Appointed Member of the Department of Social Services Commissioner's Advisory Council
  - Member of DSS/CAC Sub-Committee for Special Populations
- Appointed Member of the Suffolk County Disability Advisory Board
  - Member of SCDAB Sub-Committee on Transportation
- SCLS liaison to Outreach Activities, Resource Services Committee (RASD/OARS)

Past Service

- Member of the Board of Directors of the Suffolk Independent Living Organization (SILO)
- Member of Health Concerns Committee (RASD/Health Concerns)
- Contributor to *Suffolk Libraries'* (a quarterly newsletter)
- Member of the Suffolk Health Awareness Resources and Education (SHARE) Committee
- Member of Staff Day Committee at SCLS
- Volunteer at Talking Books Plus
- President and Secretary, Students Toward an Accessible Campus at SUNY at Stony Brook
- Student Member, President's Advisory Committee on the Americans with Disabilities Act at SUNY at Stony Brook
- Student Member, President's Advisory Committee for People with Disabilities at SUNY at Stony Brook
- Member of the Disabled Students Services group at Suffolk County Community College

Publications

- "[Image] [Image] [Image] [Link] [Link] [Link]: inaccessible Web design from the perspective of a blind librarian," with Julie Klauber. *Library Hi Tech 20,* (2002), pp. 137-140.

COUNTY OF SUFFOLK

1269

SUFFOLK COUNTY DISABILITIES ADVISORY BOARD

Steven Bellone
Suffolk County Executive

Roy Probeyahn, Chair
S.C. Disabilities Advisory Board

COUNTY LEGISLATORS:
DuWayne Gregory, Presiding Officer

Leg., William Spencer, M.D., Chair
Health Committee

February 23, 2016

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg.
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Re: Reso-OPD-Disabilities Advisory Board- Valerie Lewis

Dear Mr. Schneider:

Enclosed is a proposed resolution for the reappointment of Valerie Lewis to the Suffolk County Disabilities Advisory Board, Group D. Ms. Lewis, who is visually impaired, is employed by the Suffolk County Library System, in a department that provides services to people with disabilities. She has been an advocate and resource in making the County's website accessible to blind and visually impaired individuals. She has also assisted with transportation and emergency response issues. She has been and will continue to be a valuable resource to the Board.

I recommend that she be reappointed.

Sincerely,

Frank Krotschinsky, Esq., Director
Suffolk County Office for
People with Disabilities

FK/hz

North County Complex, Building 158
725 Veterans Memorial Hwy. P.O. Box 6100
Hauppauge, New York 11788-0099

www.co.suffolk.ny.us

(631) 853-8333 (VOICE)
(631) 853-5658 (TTY)
(631) 853-8339 (FAX)

1269

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

APPROVING THE APPOINTMENT OF VALERIE LEWIS TO THE SUFFOLK COUNTY DISABILITIES ADVISORY BOARD-GROUP D

3. Purpose of Resolution: Same as above

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

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

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

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

Library District **Fire District**

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

NO IMPACT

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

N/A.

8. Proposed Source of Funding

N/A

9. Timing of Impact

UPON APPROVAL

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
SUZANNE MARTIN PR.BUDGET EXAMINER	Suzanne Martin	3-14-16

SIN FORM 175b (10/95)

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

1269

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office

Intro. Res. No. 1270-2016 Laid on Table 3/22/2016
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT ANGELA BOWMAN (SCTM NO. 0700-025.00-01.00-058.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Shelter Island, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0700, Section 025.00, Block 01.00, Lot 058.000, and acquired by tax deed on August 31, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on September 1, 2015, in Liber 12830, at Page 454, and otherwise known and designated by the Town of Shelter Island, as Lots 8, 34 and 35, Block 7, on a certain map entitled "Map of Section One, Silver Beach", filed in the Office of the Clerk of Suffolk County on July 27, 1929 as Map No. 191; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on August 31, 2015, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 1, 2015 in Liber 12830 at Page 454.

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

WHEREAS, ANGELA BOWMAN has made application of said above described parcel and ANGELA BOWMAN has paid the application fee and has paid $25,705.45, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to ANGELA BOWMAN, 18 Coves End Lane, Sag Harbor, NY 11963, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1210

February 22, 2016

Tax Map No.: 0700-025.00-01.00-058.000
Name of Last Legal Fee Owner: ANGELA BOWMAN

TREASURER'S COMPUTATION	$24,042.05
Taxes.....2015/2016	$1,651.18
Certified Mail Fees	$12.22
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$25,705.45
Monies Received	$25,705.45
RESOLUTION AMOUNT	$25,705.45

APPROVED:

Annette Brown 2/22/2016
Accounting
PB:lag

PREPARED BY:

Peter Belyea
Redemption Unit
(631) 853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

1270

DISTRICT	SECTION	BLOCK	LOT
0700	025.00	01.00	058.000

ITEM #: 0

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2011	$	4,903.69
2012	$	4,969.03
2013	$	4,547.76
2014	$	4,169.26
2015	$	3,274.50
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	21,864.24
B. INTEREST DUE	$	1,032.95
C. TOTAL	$	22,897.19
D. 5% LINE C	$	1,144.86
SUBTOTAL	**$**	**24,042.05**
E. FEE 0	$	-
F. MISC CERTIFIED MAILING FEES	$	12.22
G. MISC 2016 PROPERTY TAXES	$	1,651.18
H. MISC	$	-
TOTAL AMOUNT DUE:	**$**	**25,705.45**

CERTIFICATION BY COUNTY TREASURER

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

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

18-Dec-15

Douglas W. Sutherland
Chief Deputy County Treasurer

**Interest and penalty computed to and including 06/15/16

lml

1270

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution **X**

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
ANGELA BOWMAN
0700-025.00-01.00-058.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes **X** No____

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

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

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2016

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

Peter Belyea | | 2/22/16

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

1270

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

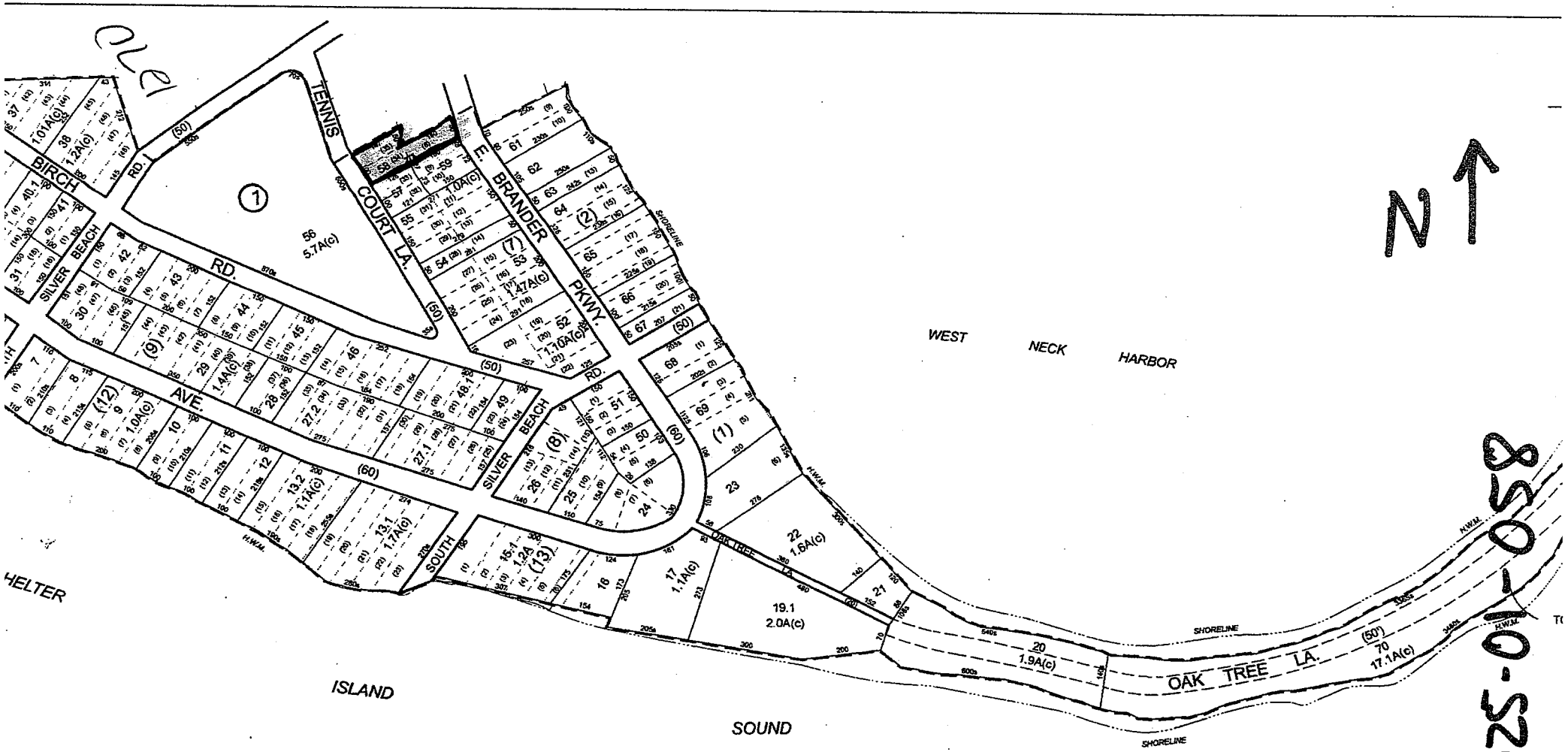
	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

** The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 property tax levy and is provided for informational purposes only.*

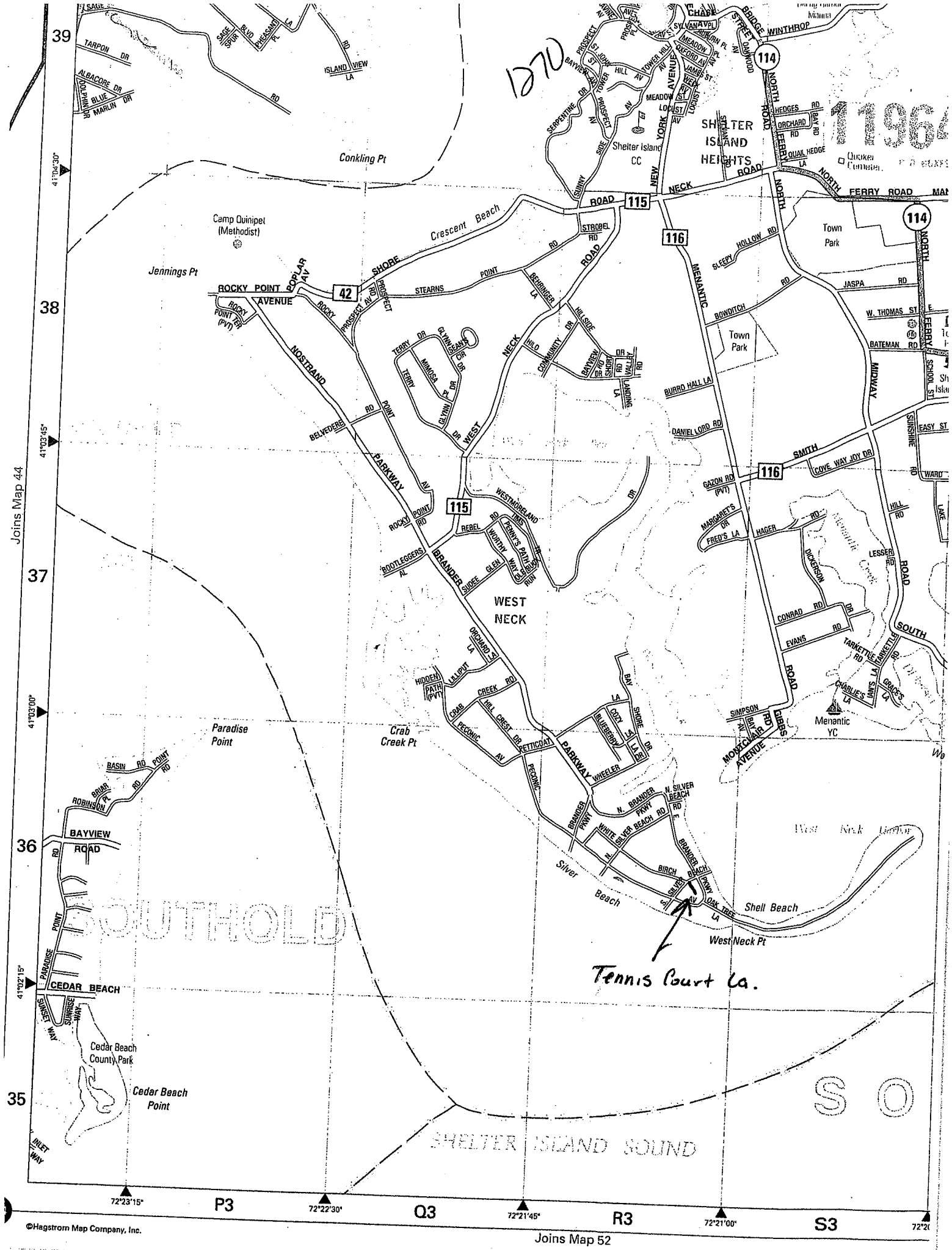
NOTES:

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.

To be completed by the Executive Budget Office


N
WEST NECK HARBOR
ISLAND SOUND
OAK TREE LA.
E. BRANDER PKWY.
TENNIS COURT LA.
SILVER BEACH RD.
SILVER BEACH AVE.
SOUTH RD.
BIRCH RD.
SHORELINE
H.W.M.
(50)
(60)
(50')
56 5.7A(c)
53 1.47A(c)
52 1.70A(c)
55 1.0A(c)
22 1.6A(c)
19.1 2.0A(c)
20 1.9A(c)
70 17.1A(c)
17 1.1A(c)
13.1 1.7A(c)
13.2 1.1A(c)
27.2
27.1
29 1.4A(c)
9 1.0A(c)
38 1.2A(c)
37 1.01A(c)
15.1 1.2A

0700-020-010


Conkling Pt
Camp Quinipet (Methodist)
Jennings Pt
Crescent Beach
Shelter Island CC
SHELTER ISLAND HEIGHTS
Town Park
Town Park
Menantic YC
WEST NECK
Paradise Point
Crab Creek Pt
Silver Beach
Shell Beach
West Neck Pt
Cedar Beach County Park
Cedar Beach Point
SOUTHOLD
SHELTER ISLAND SOUND
Tennis Court La.
1270
1964
Joins Map 44
Joins Map 52
©Hagstrom Map Company, Inc.

COUNTY OF SUFFOLK

1270

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

February 24, 2016

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

Re: Tax Map No. 0700-025.00-01.00-058.000
ANGELA BOWMAN

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc: CE Reso Review (e-copy)

Introductory Resolution No. 1271-16 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
ESTATE OF ANNA MCLAUGHLIN
(SCTM NO. 0500-019.00-02.00-017.001)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Islip, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0500, Section 019.00, Block 02.00, Lot 017.001, and acquired by tax deed on September 24, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 26, 2014, in Liber 12790, at Page 118, and otherwise known and designated by the Town of Islip, as Lot No. 144, on a certain map entitled "Map of Lake Hills Acreage, Unit M", filed in the Office of the Clerk of Suffolk County on December 20, 1944 as Map No. 1419; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on September 24, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 26, 2014 in Liber 12790 at Page 118.

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

WHEREAS, ESTATE OF ANNA MCLAUGHLIN has made application of said above described parcel and ESTATE OF ANNA MCLAUGHLIN has paid the application fee and will be paying $57,922.49, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to ESTATE OF ANNA MCLAUGHLIN, 60 Seusing Blvd., Hauppauge, NY 11788, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1271

February 10, 2016

Tax Map No.: 0500-019.00-02.00-017.001
Name of Last Legal Fee Owner: ESTATE OF ANNA MCLAUGHLIN

TREASURER'S COMPUTATION	$52,898.73
Taxes.....2015/2016	$5,002.63
Certified Mail Fees	$21.13
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$57,922.49
Monies to be received	$57,922.49
RESOLUTION AMOUNT	$57,922.49

PREPARED BY:

Peter Belyea
Redemption Unit
(631) 853-5932

APPROVED:

Annette Brownell 2/11/2016
Accounting
PB:lag

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK	LOT
0500	019.00	02.00	017.001

1271

ITEM #: 0

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2010	$	7,112.97
2011	$	7,034.52
2012	$	8,567.77
2013	$	8,766.26
2014	$	6,915.30
2015	$	7,271.70
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	45,668.52
B. INTEREST DUE	$	4,711.22
C. TOTAL	$	50,379.74
D. 5% LINE C	$	2,518.99
SUBTOTAL	**$**	**52,898.73**
E. FEE 0	$	-
F. MISC 2016 PROPERTY TAXES	$	5,002.63
G. MISC CERT MAILING FEES	$	21.13
H. MISC	$	-
TOTAL AMOUNT DUE:	**$**	**57,922.49**

CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

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

03-Feb-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 08/01/16

ved

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1271

1. Type of Legislation

Resolution **X**

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
ESTATE OF ANNA MCLAUGHLIN
0500-019.00-02.00-017.001

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes **X** No____

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

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

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2016

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

Peter Belyea | | 2/10/16

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

1271

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

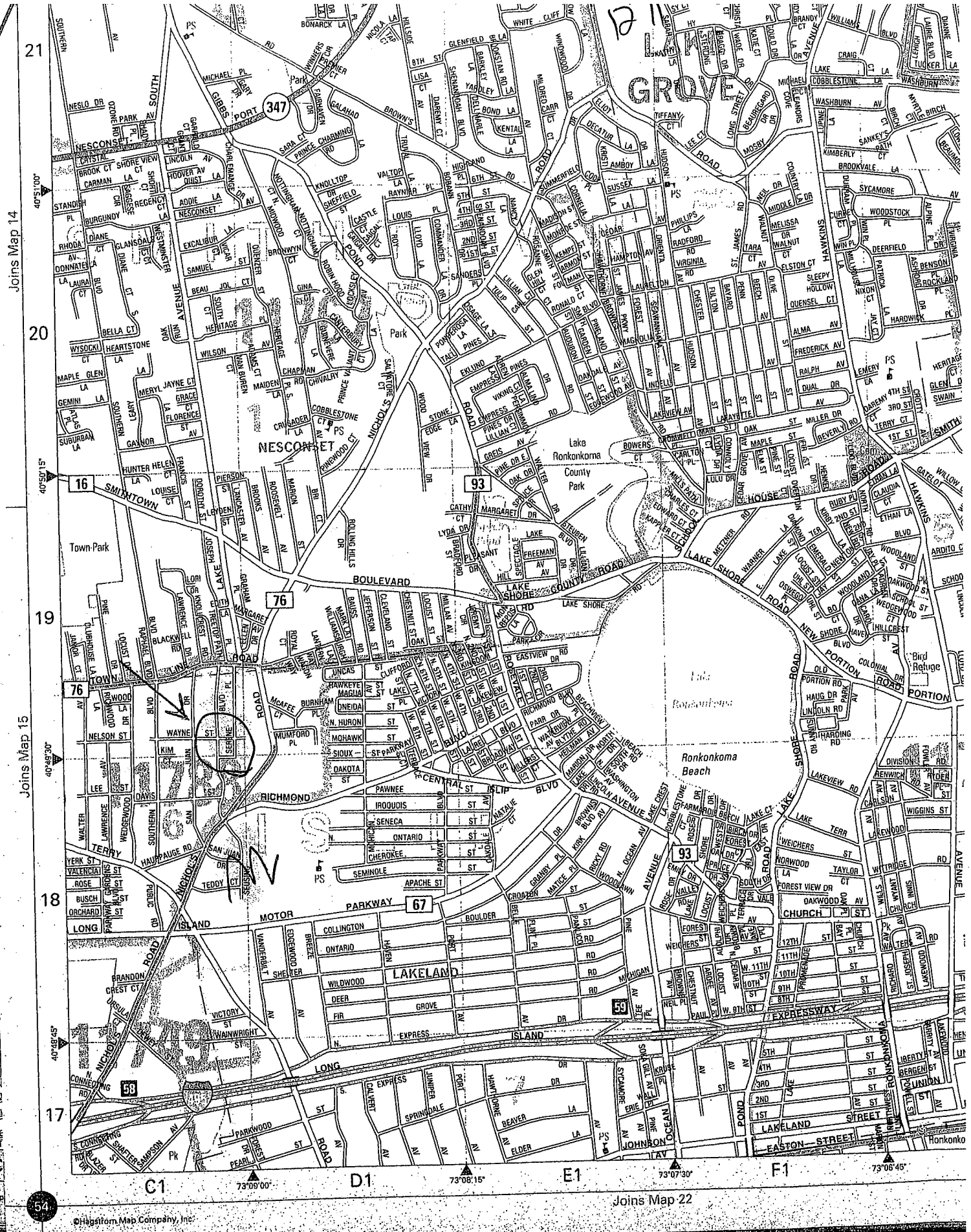
	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

** 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.

To be completed by the Executive Budget Office


Joins Map 14
Joins Map 15
Joins Map 22
NESCONSET
Lake Ronkonkoma County Park
Ronkonkoma Beach
Town-Park
LAKELAND
SMITHTOWN
BOULEVARD
LAKE SHORE COUNTY ROAD
RICHMOND
MOTOR PARKWAY
LONG ISLAND EXPRESSWAY
NICOLLS ROAD
PORTION ROAD
NEW SHORE ROAD
LAKE SHORE ROAD
Bird Refuge
C1
D1
E1
F1
73°09'00"
73°08'15"
73°07'30"
73°06'45"
40°51'00"
40°50'15"
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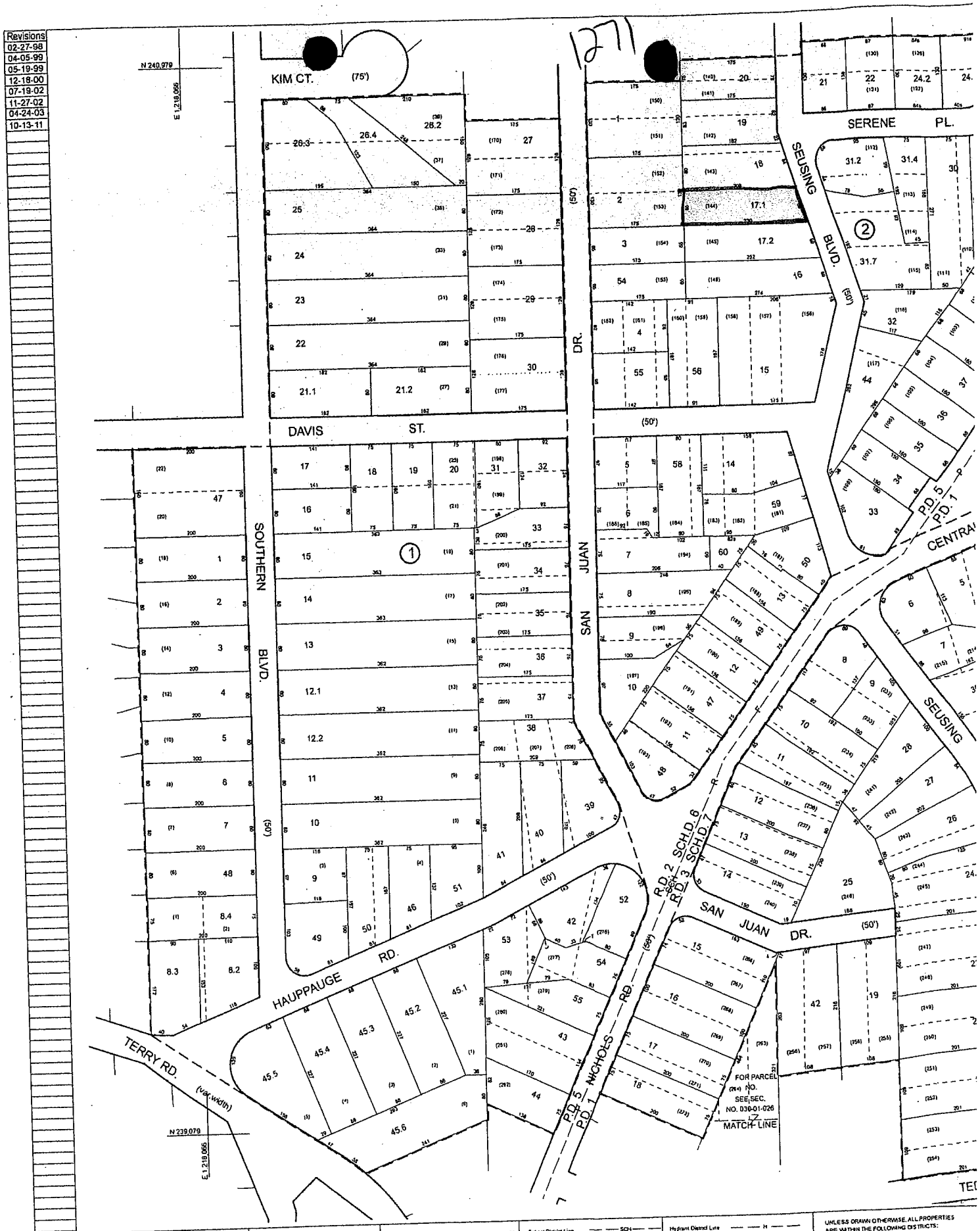
40°48'45"
©Hagstrom Map Company, Inc.



LEGEND							
Property or RW Line		Subdivision Lot No.	(12)	Block Limit		School District Line — SCH —	Hydrant District Line — H —
Denotes Common Owner	Z	Subdivision Block/Bldg. No.	(21)	Block No.	2	Fire District Line — F —	Refuse District Line — R —
Subdivision Lot Line		Deed Dimension	42	County Line		Water District Line — W —	Historical District Line — HST —
Stream / Shore		Scaled Dimension	42	Town Line		Light District Line — L —	Ambulance District Line — A —
Parcel No.	23	Deed Area	12.1 A(d) or 12.1A	Village Line		Park District Line — P —	Wastewater District Line — WW —
		Calculated Area	12.1 A(c)			Sewer District Line — S —	

UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:

SCHOOL 6.7
FIRE 10.14
LIGHT
PARK 1.5
AMBULANCE

SEWER
HYDRANT
WATER
REFUSE
WASTEWATE

COUNTY OF SUFFOLK

1271

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

February 24, 2016

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

Re: Tax Map No. 0500-019.00-02.00-017.001
ESTATE OF ANNA MCLAUGHLIN

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc: CE Reso Review (e-copy)

Introductory Resolution No. 1272-16 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
EUGENE LAURO REVOCABLE LIVING TRUST, CARLO LAURO, TRUSTEE (SCTM NO. 0200-295.00-01.00-004.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 295.00, Block 01.00, Lot 004.000, and acquired by tax deed on February 23, 2015, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on February 26, 2015, in Liber 12808, at Page 216, and otherwise known and designated by the Town of Brookhaven, as District 0200, Section 295.00, Block 01.00, Lot 004.000; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on February 23, 2015, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on February 26, 2015 in Liber 12808 at Page 216.

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

WHEREAS, EUGENE LAURO REVOCABLE LIVING TRUST, CARLO LAURO, TRUSTEE has made application of said above described parcel and EUGENE LAURO REVOCABLE LIVING TRUST, CARLO LAURO, TRUSTEE has paid the application fee and will be paying $234,594.48, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to EUGENE LAURO REVOCABLE LIVING TRUST, CARLO LAURO, TRUSTEE, P.O. Box 2100, Aquebogue, NY 11931, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

6272

February 11, 2016

Tax Map No.: 0200-295.00-01.00-004.000
Name of Last Legal Fee Owner: EUGENE LAURO REVOCABLE LIVING TRUST, CARLO LAURO, TRUSTEE

TREASURER'S COMPUTATION	$228,906.84
Taxes.....2015/2016	$5,681.53
Certified Mail Fees	$6.11
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$234,594.48
Monies to be received	$234,594.48
RESOLUTION AMOUNT	$234,594.48

APPROVED:

Accounting
PB:lag

2/11/2016

PREPARED BY:

Peter Belyea
Redemption Unit
(631) 853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0200	295.00	01.00	004.000

ITEM #: 1277

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR	AMOUNT
2008	$ 17,590.84
2009	$ 27,740.72
2010	$ 92,337.67
2011	$ 8,655.22
2012	$ 9,024.26
2013	$ 9,327.87
2014	$ 13,697.19
2015	$ 7,558.40

TOTAL: $ 185,932.17

B. INTEREST DUE	$ 32,074.34
C. TOTAL	$ 218,006.51
D. 5% LINE C	$ 10,900.33
SUBTOTAL	**$ 228,906.84**
E. FEE	
F. MISC **CERTIFIED MAILING FEES**	$ 6.11
G. MISC	
H. MISC	
TOTAL AMOUNT DUE:	**$ 228,912.95**
	$ 5 681.53 (2015/16)
	$234,594.48

CERTIFICATION BY COUNTY TREASURER

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

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

18-Aug-15

Douglas W. Sutherland
Chief Deputy County Treasurer

**Interest and penalty computed to and including 02/14/16

lml

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution **X**

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
EUGENE LAURO REVOCABLE LIVING TRUST, CARLO LAURO, TRUSTEE
0200-295.00-01.00-004.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes **X** No____

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

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

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2016

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

Peter Belyea | | 2/11/16

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

1272

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

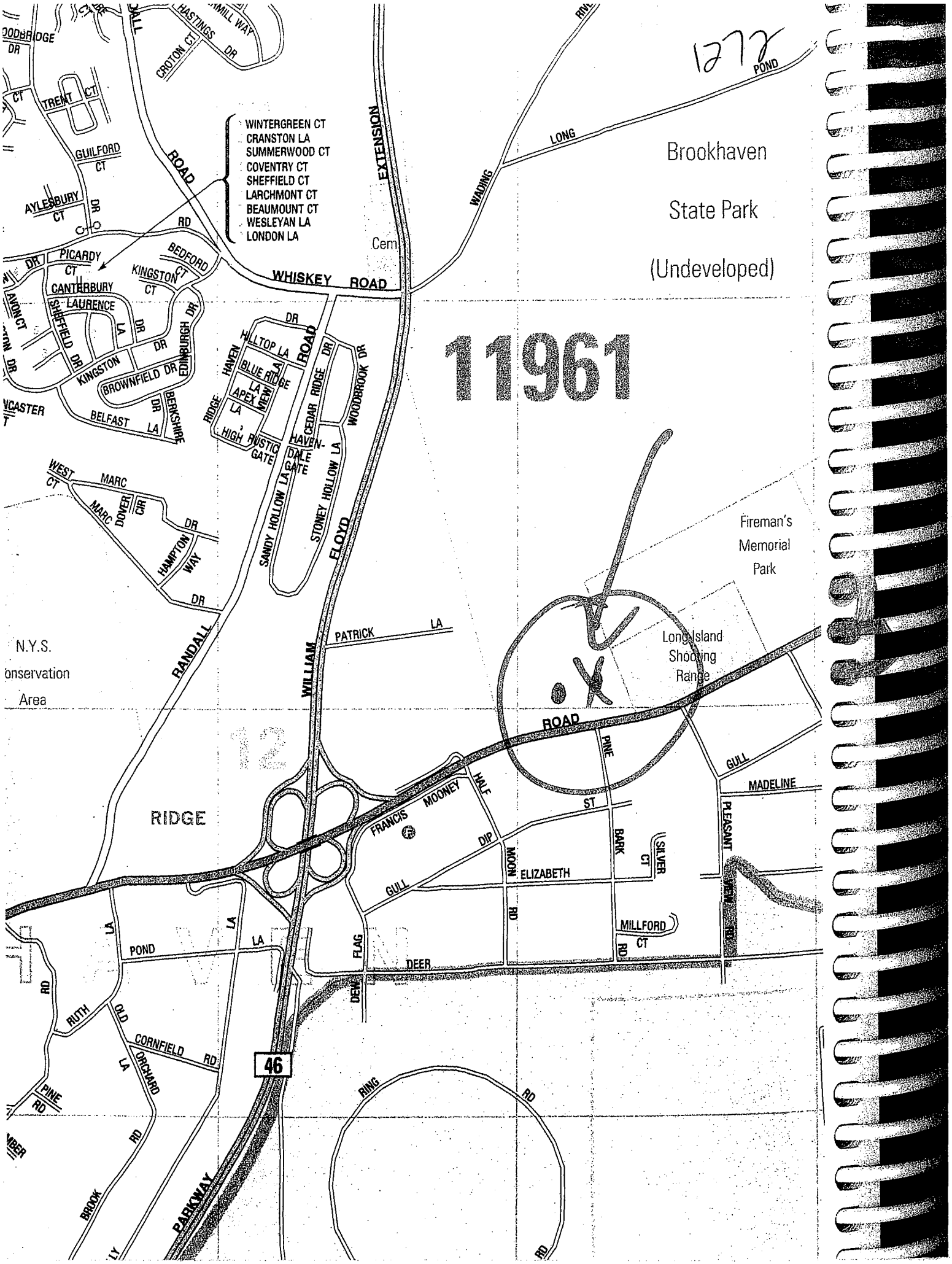
	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

** 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.

To be completed by the Executive Budget Office


1272
WINTERGREEN CT
CRANSTON LA
SUMMERWOOD CT
COVENTRY CT
SHEFFIELD CT
LARCHMONT CT
BEAUMOUNT CT
WESLEYAN LA
LONDON LA
Brookhaven
State Park
(Undeveloped)
11961
Cem
WHISKEY ROAD
EXTENSION
WADING
LONG
POND
Fireman's
Memorial
Park
Long Island
Shooting
Range
N.Y.S.
onservation
Area
RIDGE
RANDALL
WILLIAM
FLOYD
PATRICK LA
ROAD
FRANCIS MOONEY
HALF
DIP
ELIZABETH
GULL
PINE
BARK
SILVER CT
MILLFORD CT
MADELINE
PLEASANT
VIEW RD
DEER
FLAG
DEW
POND LA
RUTH
OLD
CORNFIELD RD
ORCHARD
46
PARKWAY
RING RD
BROOK
PINE RD
WEST CT
MARC
DOVER CIR
HAMPTON WAY
BELFAST LA
BROWNFIELD DR
KINGSTON
EDINBURGH DR
BERKSHIRE
SHEFFIELD DR
CANTERBURY
LAURENCE
PICARDY CT
BEDFORD CT
KINGSTON CT
AYLESBURY CT
GUILFORD CT
TRENT CT
CROTON CT
HASTINGS DR
WOODBRIDGE DR
HILLTOP LA
BLUE RIDGE
APEX
HIGH RUSTIC GATE
HAVEN-DALE GATE
CEDAR RIDGE DR
WOODBROOK DR
SANDY HOLLOW LA
STONEY HOLLOW LA
RIDGE HAVEN
12

Revisions
07-15-96
01-26-00
02-24-00
09-12-00
11-08-00
12-20-00
09-27-01
11-08-02
03-28-03
03-09-04
02-07-05
08-29-05
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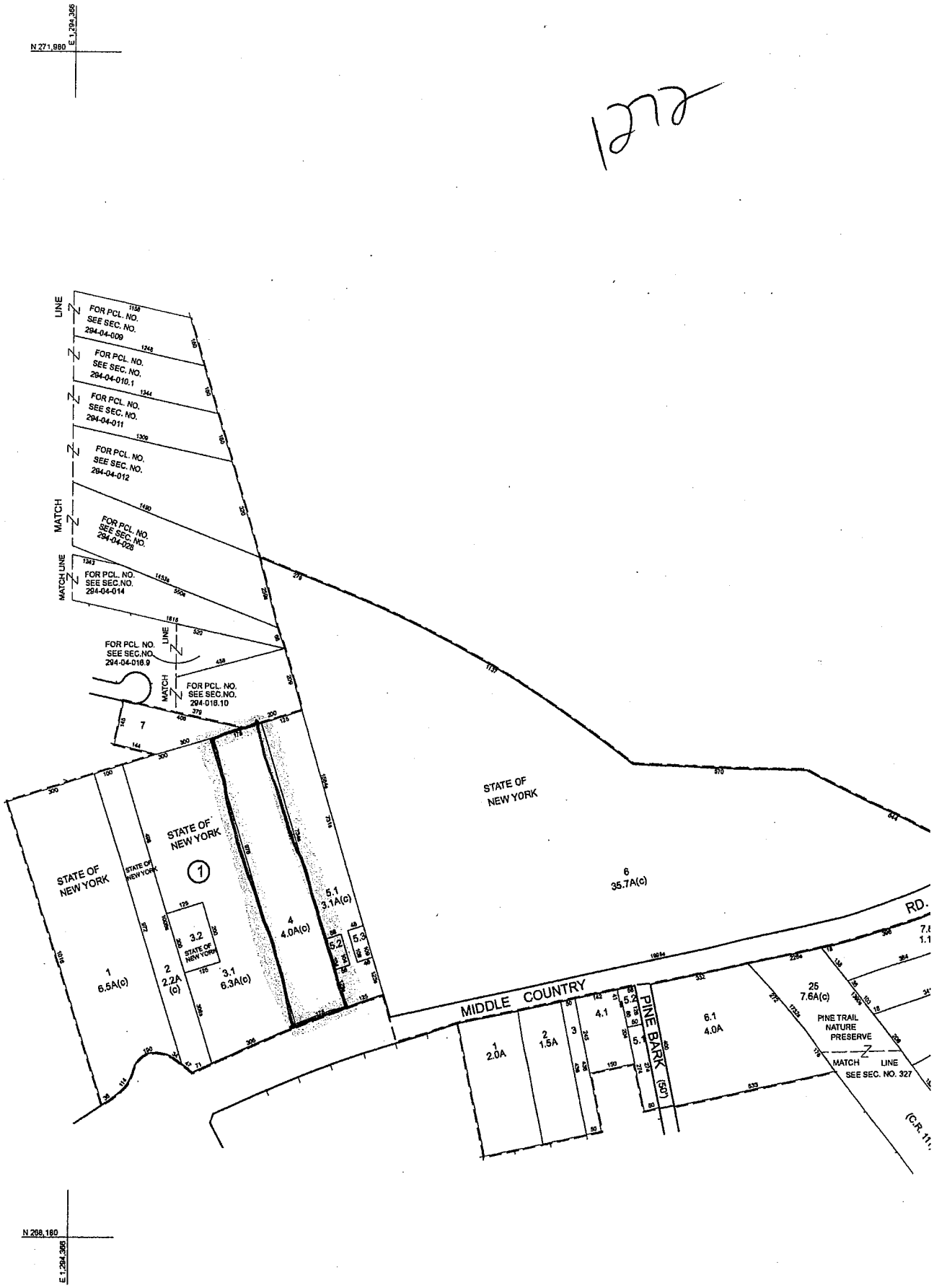
10-21-05
10-31-05
05-22-06
11-01-07
01-16-09
04-01-13

1272



LEGEND							
Property or RW Line		Subdivision Lot No.	(13)	Block Limit		School District Line — SCH —	Hydrant District Line — H —
Denotes Common Owner	Z	Subdivision Block/Bldg. No.	(21)	Block No.	2	Fire District Line — F —	Refuse District Line — R —
Subdivision Lot Line		Deed Dimension	62	County Line		Water District Line — W —	Historical District Line — HST —
Stream / Shore		Scaled Dimension	62±	Town Line		Light District Line — L —	Ambulance District Line — A —
Parcel No.	23	Deed Area	12.1 A(d) or 12.1A	Village Line		Park District Line — P —	Wastewater District Line — WW —
		Calculated Area	12.1 A(c)			Sewer District Line — S —	

UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:

SCHOOL 12 SEWER
FIRE FI.5 HYDRAN
LIGHT LX1 WATER
PARK REFUSE
AMBULANCE WASTEV

COUNTY OF SUFFOLK

1270

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

February 24, 2016

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

Re: Tax Map No. 0200-295.00-01.00-004.000
EUGENE LAURO REVOCABLE LIVING TRUST, CARLO LAURO, TRUSTEE

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc: CE Reso Review (e-copy)

Introductory Resolution No. 1273-16 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
GAITRI J. PATEL
(SCTM NO. 0600-119.00-02.00-029.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Riverhead, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0600, Section 119.00, Block 02.00, Lot 029.000, and acquired by tax deed on September 08, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on September 10, 2015, in Liber 12831, at Page 636, and otherwise known and designated by the Town of Riverhead, as District 0600, Section 119.00, Block 02.00, Lot 029.000; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on September 08, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on September 10, 2015 in Liber 12831 at Page 636.

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

WHEREAS, GAITRI J. PATEL has made application of said above described parcel and GAITRI J. PATEL has paid the application fee and will be paying $52,185.29, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to GAITRI J. PATEL, c/o 224 Griffing Avenue, Riverhead, NY 11901, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1273

February 10, 2016

Tax Map No.: 0600-119.00-02.00-029.000
Name of Last Legal Fee Owner: GAITRI J. PATEL

TREASURER'S COMPUTATION	$45,092.36
Taxes.....2015/2016	$7,080.71
Certified Mail Fees	$12.22
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$52,185.29
Monies to be received	$52,185.29
RESOLUTION AMOUNT	$52,185.29

APPROVED:

Annette Brunell 2/11/2016
Accounting
PB:lag

PREPARED BY:
Peter Belyea
Redemption Unit
(631) 853-5932

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK	LOT
0600	119.00	02.00	029.000

ITEM #: 0

1273

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2011	$	5,120.06
2012	$	10,392.88
2013	$	9,611.35
2014	$	8,958.04
2015	$	6,825.75
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	40,908.08
B. INTEREST DUE	$	2,037.02
C. TOTAL	$	42,945.10
D. 5% LINE C	$	2,147.26
SUBTOTAL	**$**	**45,092.36**
E. FEE 0	$	-
F. MISC CERTIFIED MAILING FEES	$	12.22
G. MISC 2016 PROPERTY TAXES	$	7,080.71
H. MISC	$	-
TOTAL AMOUNT DUE:	**$**	**52,185.29**

CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

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

14-Jan-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 07/12/16

lml

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1873

1. Type of Legislation

Resolution **X**

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
GAITRI J. PATEL
0600-119.00-02.00-029.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes **X** No____

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

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

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2016

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

Peter Belyea | | 2/10/16

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

B73

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

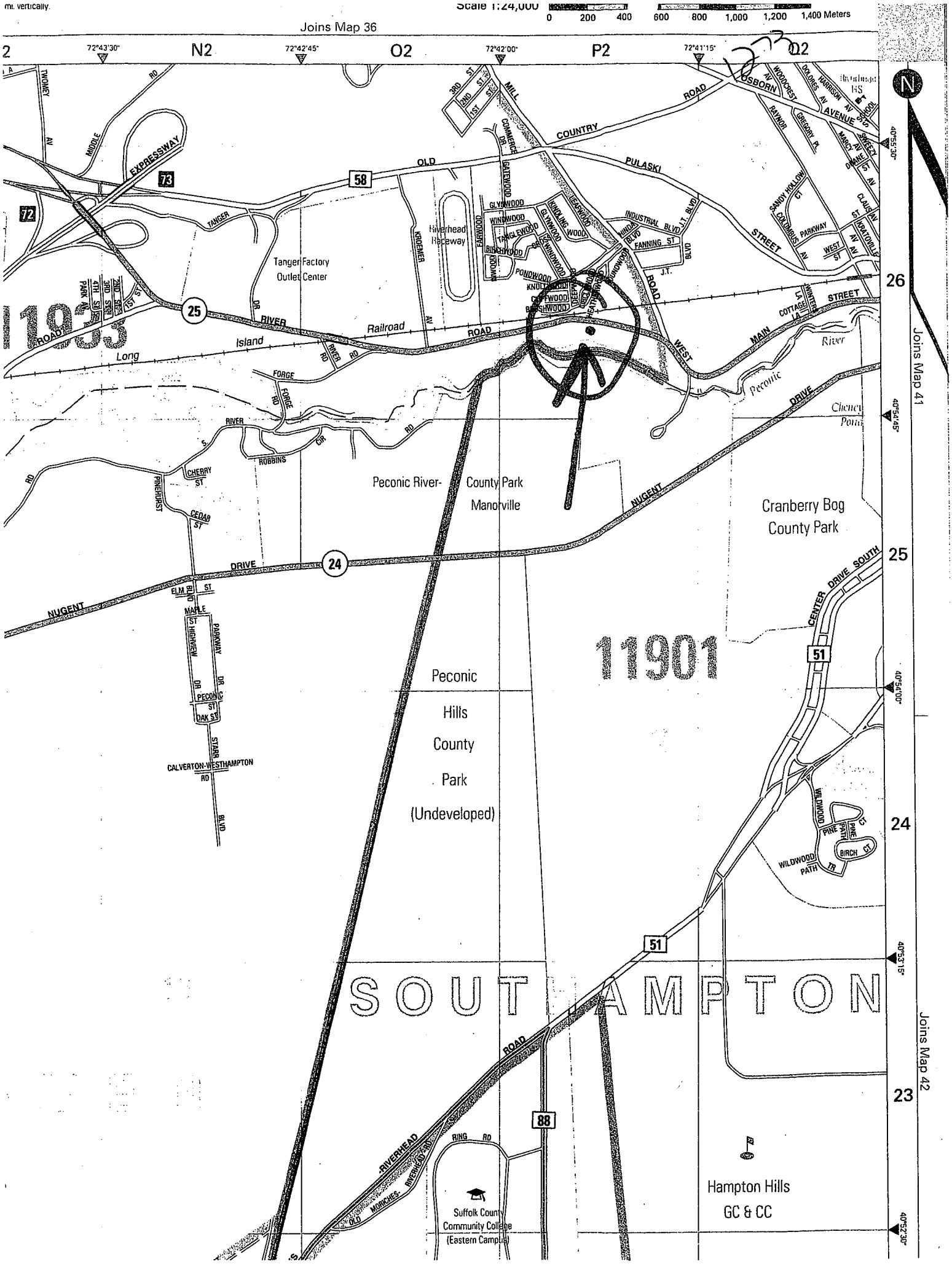
COMBINED

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office



mi. vertically.
Scale 1:24,000
0 200 400 600 800 1,000 1,200 1,400 Meters
Joins Map 36
N2
O2
P2
Q2
72°43'30"
72°42'45"
72°42'00"
72°41'15"
40°55'30"
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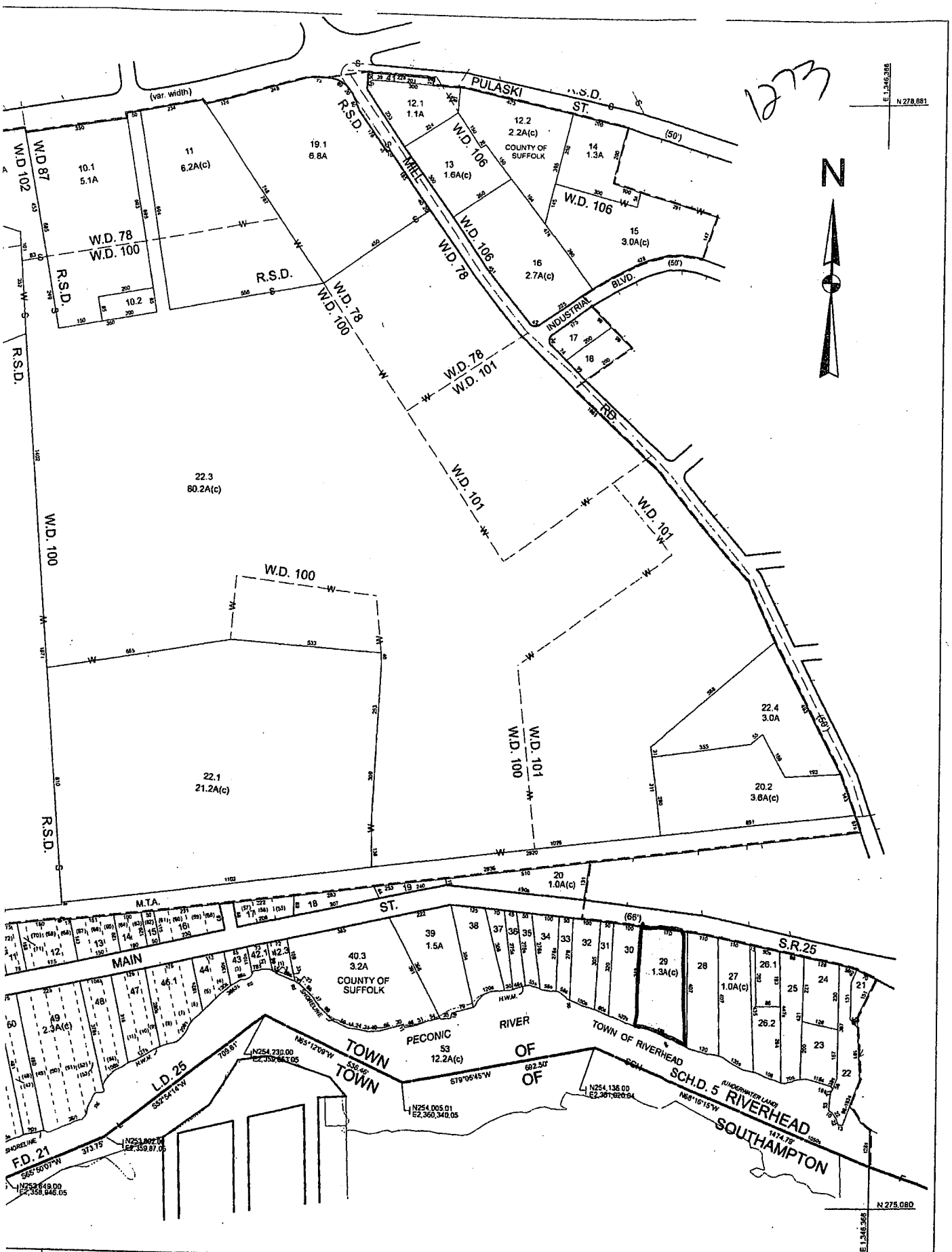
40°54'00"
40°53'15"
40°52'30"
26
25
24
23
Joins Map 41
Joins Map 42
N
OLD COUNTRY ROAD
PULASKI STREET
OSBORN AVENUE
MILL ROAD
EXPRESSWAY
TANGER
Tanger Factory Outlet Center
Riverhead Raceway
KROEMER AV
GATEWOOD
GLYNWOOD
WINDWOOD
TANGLEWOOD
BIRCHWOOD
PONDWOOD
KNOLLWOOD
CLIFFWOOD
BRISHWOOD
INDUSTRIAL BLVD
FANNING ST
J.T. BLVD
J.T.
WEST MAIN STREET
COTTAGE LA
WINTER LA
Long Island Railroad
RIVER ROAD
FORGE RD
ROBBINS CIR
CHERRY ST
PINEHURST
CEDAR ST
Peconic River-County Park Manorville
NUGENT DRIVE
Cranberry Bog County Park
CENTER DRIVE SOUTH
ELM BLVD
MAPLE ST
HIGHVIEW DR
PARKWAY DR
PECONIC ST
OAK ST
STARR BLVD
CALVERTON-WESTHAMPTON RD
Peconic Hills County Park (Undeveloped)
11901
11933
SOUTHAMPTON
WILDWOOD PATH
PINE PATH
BIRCH CT
RIVERHEAD ROAD
OLD MORICHES-RIVERHEAD RD
RING RD
Suffolk County Community College (Eastern Campus)
Hampton Hills GC & CC



NOTICE

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

COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N Y 11901
SCALE IN FEET: 200 0 200 400

KEY MAP

TOWN OF RIVERHEAD
VILLAGE OF
DISTRICT NO 0600

SECTION NO 119
PROPERTY MAP

CONVERSION DATE: Mar 27, 2013

COUNTY OF SUFFOLK

1273

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

February 24, 2016

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

Re: Tax Map No. 0600-119.00-02.00-029.000
GAITRI J. PATEL

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc: CE Reso Review (e-copy)

Introductory Resolution No. 1274-16 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
JEANETTE SPARKS
(SCTM NO. 0200-791.00-04.00-008.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 791.00, Block 04.00, Lot 008.000, and acquired by tax deed on November 24, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 25, 2014, in Liber 12797, at Page 581, and otherwise known and designated by the Town of Brookhaven, as Lot No. 445, on a certain map entitled "Map of S.S. Stransburgh at Center Moriches", filed in the Office of the Clerk of Suffolk County as Map No. 610; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on November 24, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 25, 2014 in Liber 12797 at Page 581.

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

WHEREAS, JEANETTE SPARKS has made application of said above described parcel and JEANETTE SPARKS has paid the application fee and has paid $5,407.09, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to JEANETTE SPARKS, 600 Baychester Avenue, Apt. 7D, Bronx, NY 10475, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1274

February 18, 2016

Tax Map No.: 0200-791.00-04.00-008.000
Name of Last Legal Fee Owner: JEANETTE SPARKS

TREASURER'S COMPUTATION	$4,711.88
Taxes.....2015/2016	$682.99
Certified Mail Fees	$12.22
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$5,407.09
Monies Received	$5,407.09
RESOLUTION AMOUNT	$5,407.09

PREPARED BY:

Peter Belyea
Redemption Unit
(631) 853-5932

APPROVED:

Annette Brown 2/18/2016
Accounting
PB:lag

COMPUTATION BY SUFFOLK COUNTY TREASURER

1274

DISTRICT	SECTION	BLOCK	LOT
0200	791.00	04.00	008.000

ITEM #: 4925660

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2012	$	1,164.11
2013	$	1,180.29
2014	$	893.66
2015	$	903.62
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	4,141.68
B. INTEREST DUE	$	345.82
C. TOTAL	$	4,487.50
D. 5% LINE C	$	224.38
SUBTOTAL	**$**	**4,711.88**
E. FEE 0	$	-
F. MISC CERTIFIED MAILING FEES	$	12.22
G. MISC BASE TAX BILLED	$	682.99
H. MISC	$	-
TOTAL AMOUNT DUE:	**$**	**5,407.09**

CERTIFICATION BY COUNTY TREASURER

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

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

11-Dec-15

Douglas W. Sutherland
Chief Deputy County Treasurer

**Interest and penalty computed to and including 06/08/16

bp

1274

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution **X**

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
JEANETTE SPARKS
0200-791.00-04.00-008.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes **X** No____

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

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

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2016

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

Peter Belyea | | 2/10/16

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

1274

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office

NOTICE

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

COUNTY OF SUFFOLK ©

Property Tax Service Agency

County Center Riverhead, N Y 11901

SCALE IN FEET: 100 0 100 200

KEY MAP: 752 753 754 / 789 790 791 / 828 827 828

TOWN OF BROOKHAVEN

VILLAGE OF

DISTRICT NO. 0200

790

PROPERTY MAP

CONVERSION DATE: Jan 30, 2013

1274

NOTICE

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

COUNTY OF SUFFOLK ©

Real Property Tax Service Agency

County Center Riverhead, N Y 11901

SCALE IN FEET: 100 0 100 200

KEY MAP: 753 754 755 / 790 791 792 / 827 828 829

TOWN OF BROOKHAVEN

VILLAGE OF

DISTRICT NO. 0200

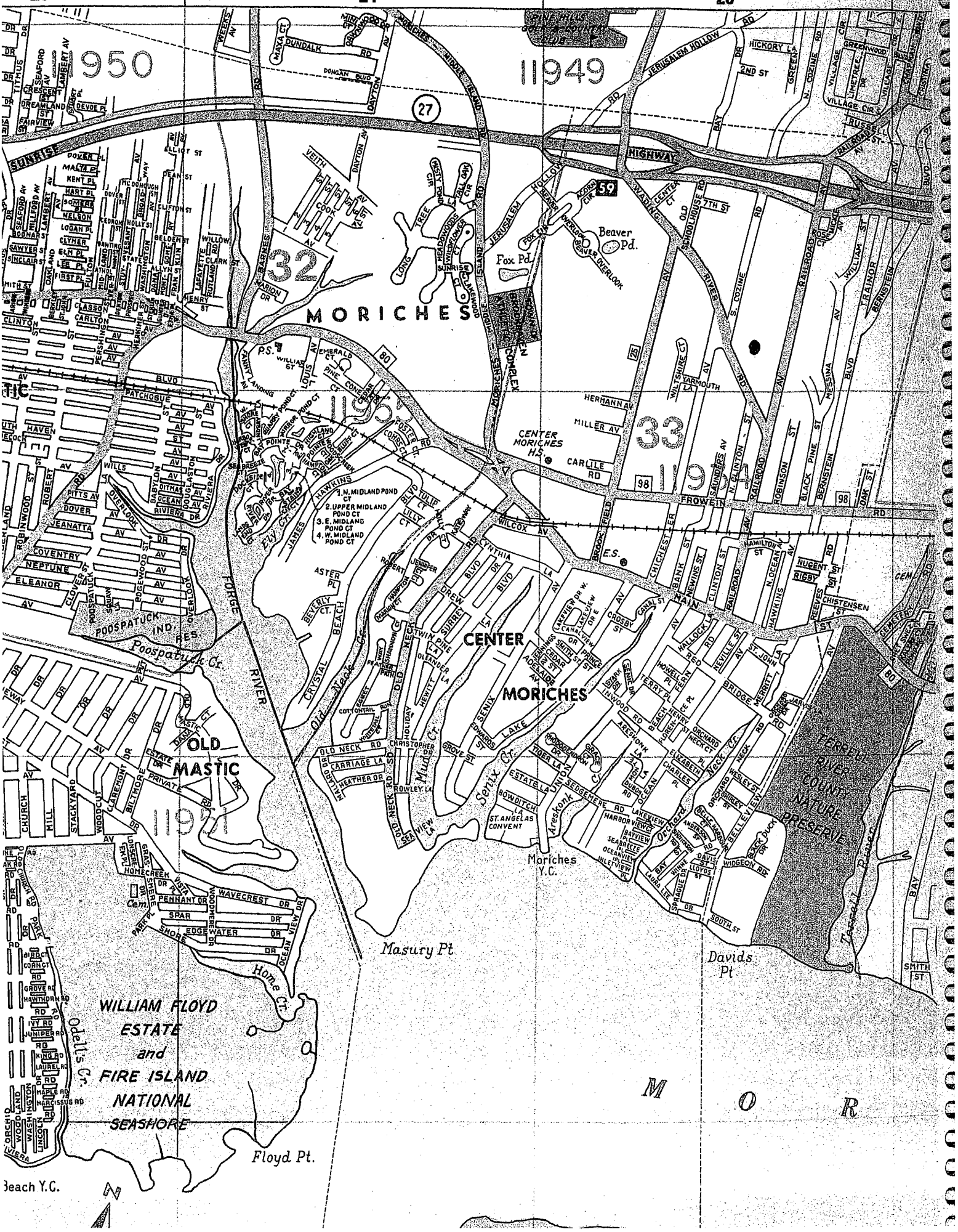
SECTION NO. 791

PROPERTY MAP

CONVERSION DATE: Nov 26, 2012

1274

23 24 25


MORICHES
CENTER MORICHES
OLD MASTIC
WILLIAM FLOYD ESTATE and FIRE ISLAND NATIONAL SEASHORE
TERRELL RIVER COUNTY NATURE PRESERVE
Masury Pt
Davids Pt
Floyd Pt.
Moriches Y.C.
Beach Y.C.
Poospatuck Cr.
Poospatuck Ind. Res.
Terrell River
Fox Pd.
Beaver Pd.
Senix Cr.
Areskonk Cr.
Mill Cr.
Old Neck Cr.
Crystal Beach
Odell's Cr.
Home Cr.
Forge River
Sunrise Highway
Middle Island Rd
Moriches Middle Island Rd
Jerusalem Hollow Rd
Wading River
Dunton Blvd
Dundalk Rd
Dayton Av
Veith
Barnes
Wilcox Av
Frowein Rd
Main
Old Neck Rd
Poospatuck Rd
Patchogue
Fire Island Pine Golf & Country Club
Moriches Middle School
Moriches Elementary School
Moriches Complex
Center Moriches H.S.
Moriches E.S.
Moriches P.S.
950
11949
32
33
11951
11953
11955
11957
27
59
80
25
98

COUNTY OF SUFFOLK

1274

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

February 24, 2016

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

Re: Tax Map No. 0200-791.00-04.00-008.000
JEANETTE SPARKS

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc: CE Reso Review (e-copy)

Introductory Resolution No. 1275-16 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
JOSEPH TABARES
(SCTM NO. 0100-121.00-02.00-019.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 121.00, Block 02.00, Lot 019.000, and acquired by tax deed on August 23, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 24, 2011, in Liber 12669, at Page 359, and otherwise known and designated by the Town of Babylon, as Lots 16, 17, 18 & 19, on a certain map entitled "Map of Sunland Manor", filed in the Office of the Clerk of Suffolk County on February 24, 1938 as Map No. 1252; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on August 23, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 24, 2011 in Liber 12669 at Page 359.

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

WHEREAS, DEUTSCHE BANK NATIONAL TRUST COMPANY has made application of said above described parcel and DEUTSCHE BANK NATIONAL TRUST COMPANY has paid the application fee and has paid $21,297.58, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to JOSEPH TABARES, 11 Schleigel Blvd., Farmingdale, NY 11735, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1275

February 22, 2016

Tax Map No.: 0100-121.00-02.00-019.000
Name of Last Legal Fee Owner: JOSEPH TABARES

TREASURER'S COMPUTATION	$10,610.84
Taxes.....2015/2016	$10,659.50
Certified Mail Fees	$27.24
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$21,297.58
Monies Received	$21,297.58
RESOLUTION AMOUNT	$21,297.58

APPROVED:

PREPARED BY:

Peter Belyea
Redemption Unit
(631) 853-5932

Accounting
PB:lag

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK	LOT
0100	121.00	02.00	019.000

ITEM #: 0

1275

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2007	$	1,503.43
2015	$	7,678.70
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	9,182.13
B. INTEREST DUE	$	923.43
C. TOTAL	$	10,105.56
D. 5% LINE C	$	505.28
SUBTOTAL	**$**	**10,610.84**
E. FEE 0	$	-
F. MISC CERTIFIED MAILING FEES	$	27.24
G. MISC 2016 PROPERTY TAXES	$	10,659.50
H. MISC	$	-
TOTAL AMOUNT DUE:	**$**	**21,297.58**

CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

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

25-Jan-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 07/23/16

lml

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1275

1. Type of Legislation

Resolution **X**

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
JOSEPH TABARES
0100-121.00-02.00-019.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes **X** No____

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

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

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2016

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

Peter Belyea | | 2/22/16

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

1275

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

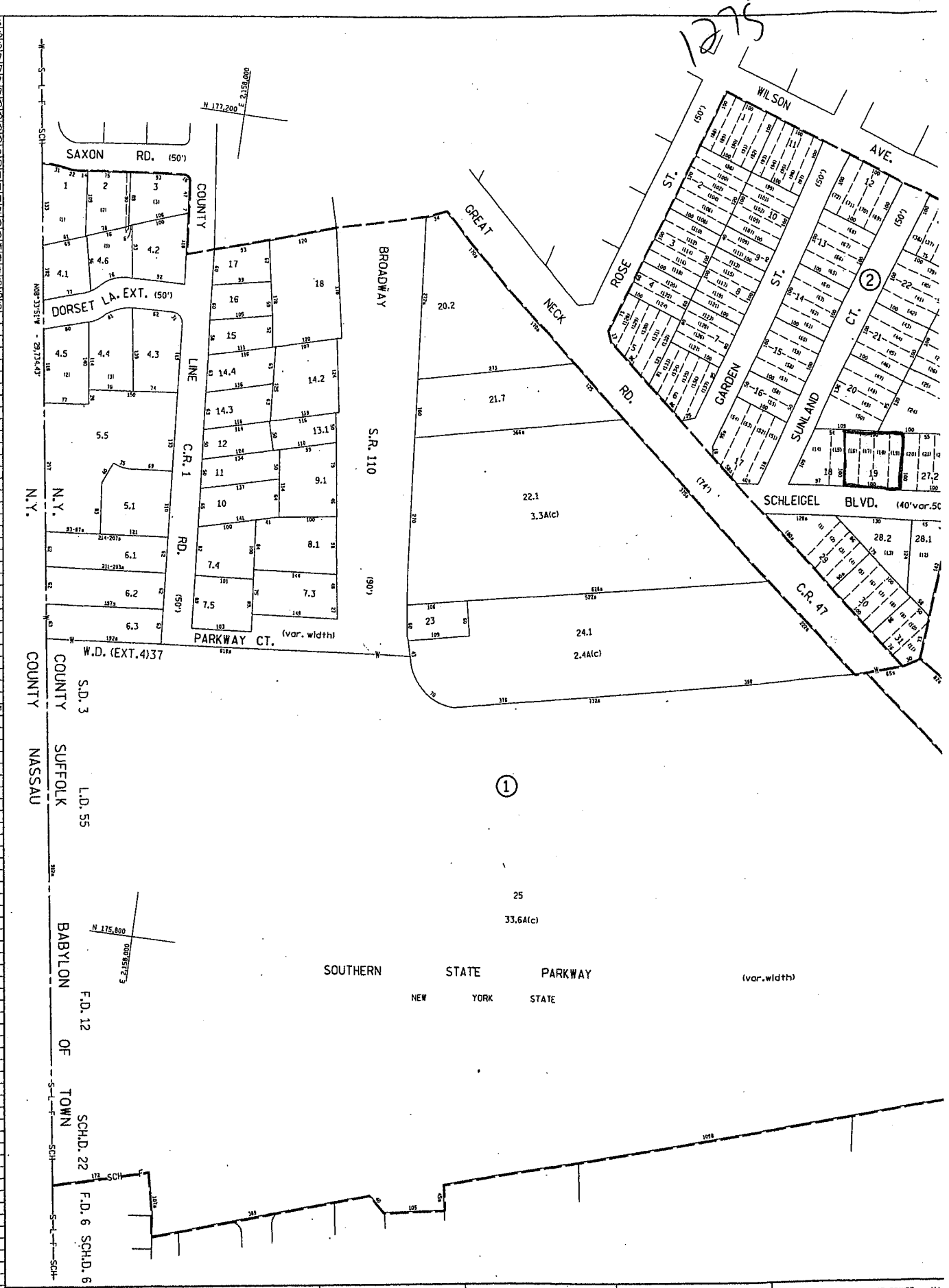
	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

** 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.

To be completed by the Executive Budget Office



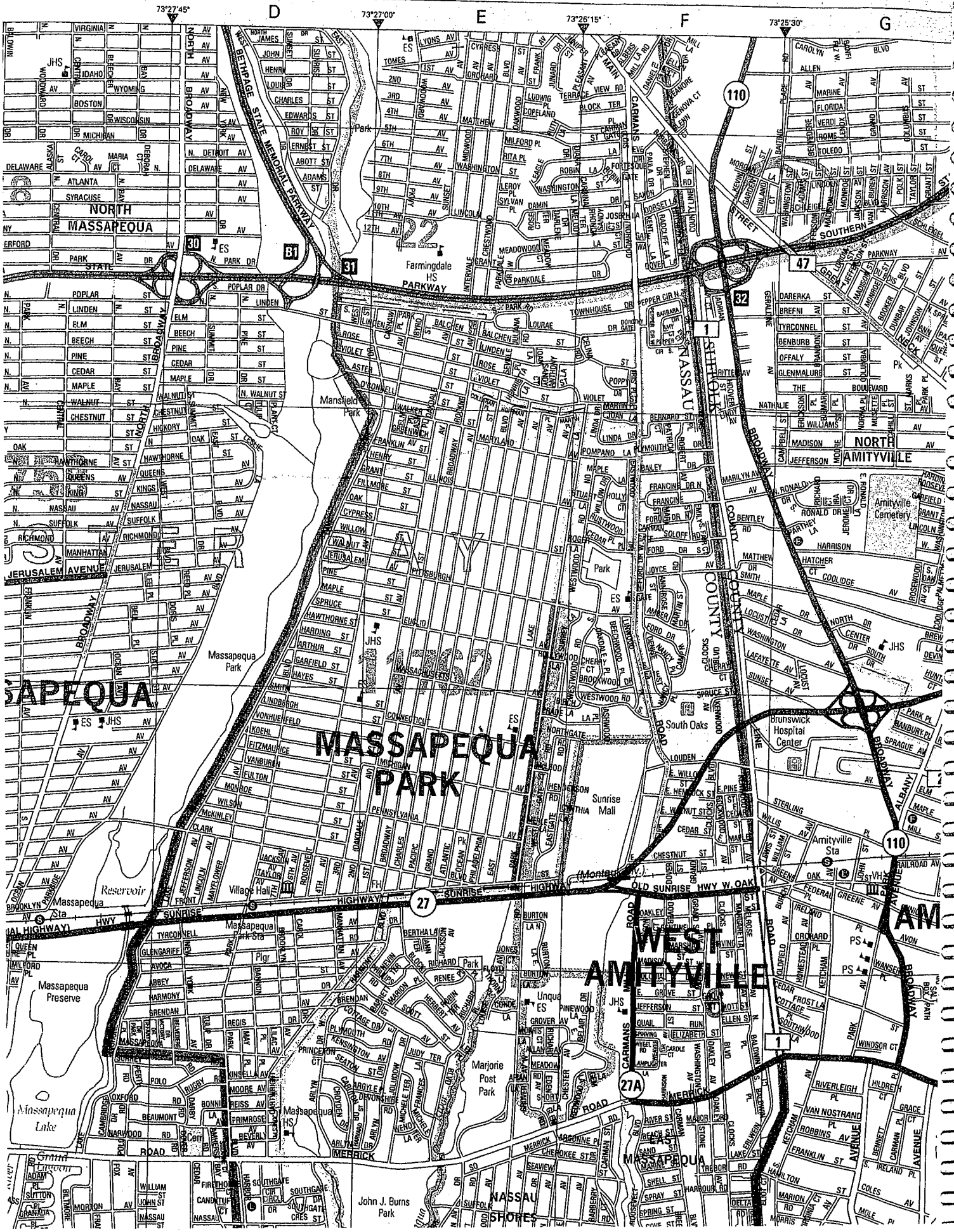
LEGEND

Property or RW Line	Subdivision Lot No. (12)	Block Limit	School District Line — SCH —	Hydrant District Line — H —	UNLESS DRAWN OTHERWISE, ALL ARE WITHIN THE FOLLOWING
Denotes Common Owner	Subdivision Block/Bldg. No. (21)	Block No. 2	Fire District Line — F —	Refuse District Line — R —	SCHOOL 22 SEWER
Subdivision Lot Line	Deed Dimension 62	County Line	Water District Line — W —	Historical District Line — HST —	FIRE 12 HYDRANT
Stream / Shore	Scaled Dimension 62a	Town Line	Light District Line — L —	Ambulance District Line — A —	LIGHT 55 WATER
Parcel No. 23	Deed Area 12.1 A(d) or 12.1A	Village Line	Park District Line — P —	Wastewater District Line — WW —	PARK REFUSE
	Calculated Area 12.1 A(c)		Sewer District Line — S —		AMBULANCE WASTEWATE

Suffolk Co.

1275

Joins Map 4



COUNTY OF SUFFOLK

1275

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

February 24, 2016

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

Re: Tax Map No. 0100-121.00-02.00-019.000
JOSEPH TABARES

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc: CE Reso Review (e-copy)

Introductory Resolution No. 1276-16 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
WILLIAM E. BEEBE AND DENISE ELLEN BEEBE, HUSBAND AND WIFE (SCTM NO. 0200-980.80-02.00-036.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 980.80, Block 02.00, Lot 036.000, and acquired by tax deed on August 05, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 07, 2013, in Liber 12739, at Page 495, and otherwise known and designated by the Town of Brookhaven, as District 0200, Section 980.80, Block 02.00, Lot 036.000; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on August 05, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 07, 2013 in Liber 12739 at Page 495.

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

WHEREAS, WILLIAM E. BEEBE AND DENISE ELLEN BEEBE, HUSBAND AND WIFE have made application of said above described parcel and WILLIAM E. BEEBE AND DENISE ELLEN BEEBE, HUSBAND AND WIFE have paid the application fee and will be paying $88,559.33, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to WILLIAM E. BEEBE AND DENISE ELLEN BEEBE, HUSBAND AND WIFE, 209 Springdale Drive, Ronkonkoma, NY 11779, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1276

February 18, 2016

Tax Map No.: 0200-980.80-02.00-036.000
Name of Last Legal Fee Owner: William E. Beebe and Denise Ellen Beebe, Husband and Wife

TREASURER'S COMPUTATION	$104,124.73
Taxes.....2015/2016	$8,072.38
Certified Mail Fees	$12.22
License Fee Collected	($23,650.00)
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$88,559.33
Monies to be received	$88,559.33
RESOLUTION AMOUNT	$88,559.33

APPROVED:

Annette Brdovec 2/18/2016
Accounting
PB:lag

PREPARED BY:

Peter Belyea
Redemption Unit
(631) 853-5932

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1276

February 18, 2016

Tax Map No.: 0200-980.80-02.00-036.000
Name of Last Legal Fee Owner: William E. Beebe and Denise Ellen Beebe, Husband and Wife

TREASURER'S COMPUTATION	$104,124.73
Taxes.....2015/2016	$8,072.38
Certified Mail Fees	$12.22
License Fee Collected	($23,650.00)
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$88,559.33
Monies to be received	$88,559.33
RESOLUTION AMOUNT	$88,559.33

APPROVED:

Annette Brdovec 2/18/2016
Accounting
PB:lag

PREPARED BY:

Peter Belyea
Redemption Unit
(631) 853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0200	980.80	02.00	036.000

ITEM #: 8800590

1276

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2009	$	14,803.66
2010	$	14,934.54
2011	$	14,433.05
2012	$	13,540.45
2013	$	10,225.24
2014	$	10,824.33
2015	$	8,145.23
0	$	-
0	$	-
0	$	-
TOTAL:	$	86,906.50
B. INTEREST DUE	$	12,259.91
C. TOTAL	$	99,166.41
D. 5% LINE C	$	4,958.32
SUBTOTAL	**$**	**104,124.73**
E. FEE 0	$	-
F. MISC CERTIFIED MAILING FEES	$	12.22
G. MISC 0	$	-
H. MISC	$	-
TOTAL AMOUNT DUE:	**$**	**104,136.95**
		# 8,072.38
		$112,209.33

CERTIFICATION BY COUNTY TREASURER

I, Douglas W. Sutherland, Chief Deputy County Treasurer of the County of Suffolk, in the State of Ne
do hereby certify that the above monies are now due and owing upon the real property sought to be rede
and that such sums are applied by law and taken from official books and records in my custody.

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

13-Oct-15

Douglas W. Sutherland
Chief Deputy County Treasurer

**Interest and penalty computed to and including 04/10/16

lml

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1276

1. Type of Legislation

Resolution X

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
WILLIAM E. BEEBE AND DENISE ELLEN BEEBE, HUSBAND AND WIFE
0200-980.80-02.00-036.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes X No____

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

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

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2016

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

Peter Belyea | | 2/18/16

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

1276

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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:

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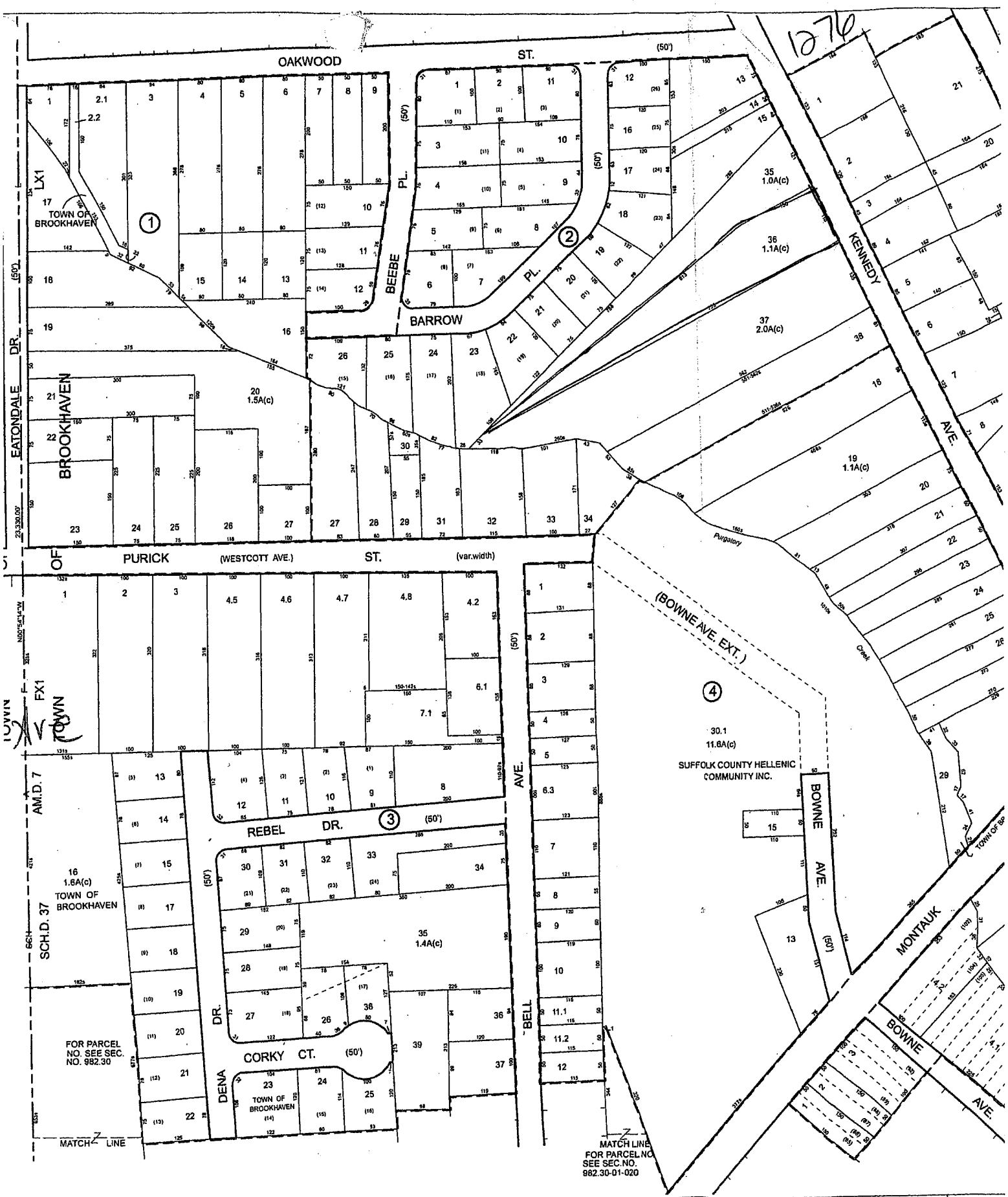
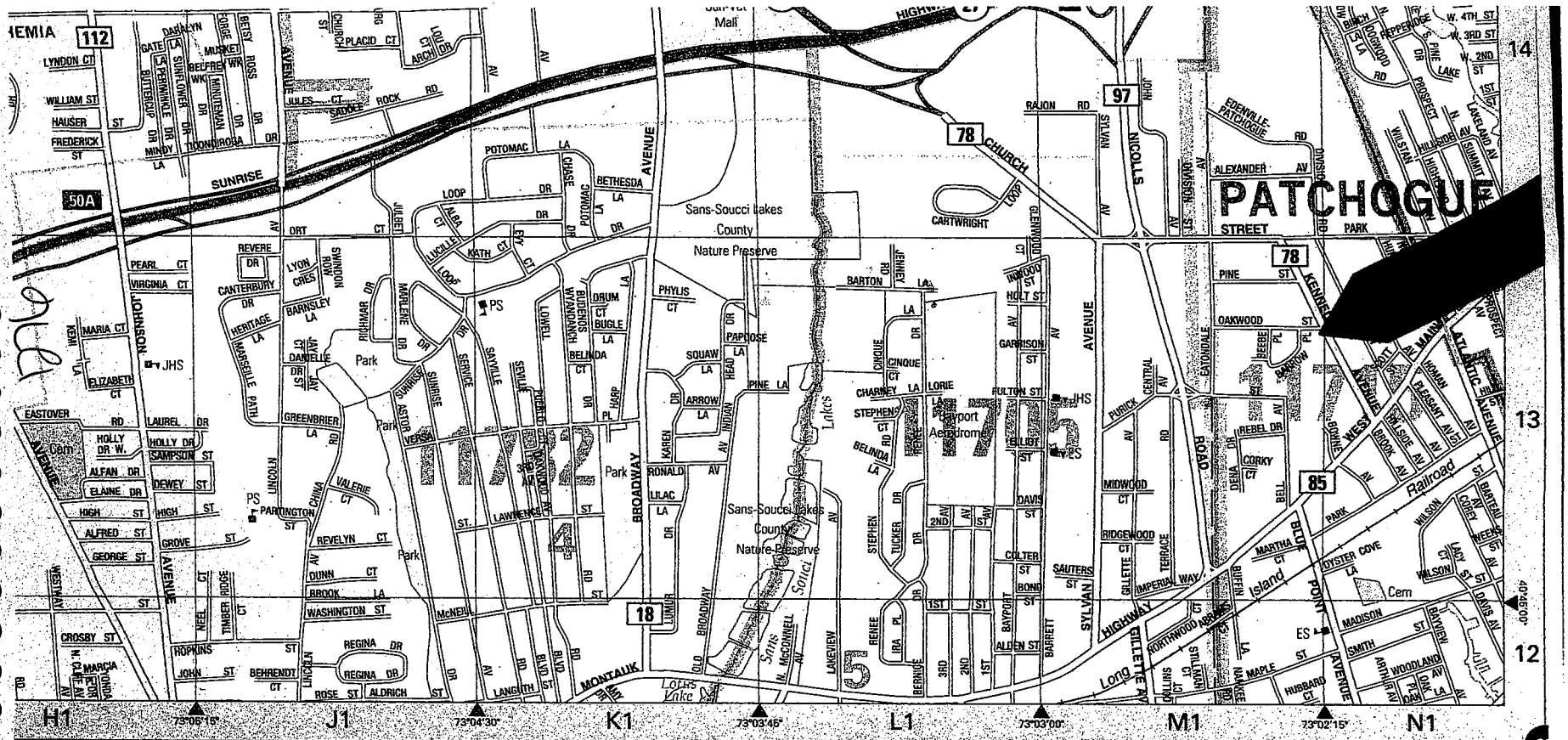
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office



Subdivision Lot No. (17)	Block Limit	School District Line SCH	Hydrant District Line H	UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:	NOTICE
Subdivision Block/Bldg. No. (21)	Block No. 2	Fire District Line F	Refuse District Line R	SCHOOL 12.37 SEWER	MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.
Lot Dimension	County Line	Water District Line W	Historical District Line HST	FIRE FX1 HYDRANT	
Lot Area 12.1 A(d) or 12.1A	Town Line	Light District Line L	Ambulance District Line A	LIGHT LX1 WATER	
Lot Area 12.1 A(c)	Village Line	Park District Line P	Wastewater District Line WW	PARK REFUSE	
				AMBULANCE 7 WASTEWATER	

N 196,050.63


PATCHOGUE
Sans-Soucci Lakes County Nature Preserve
Bayport Aerodrome
Sans-Soucci Lakes County Nature Preserve
Lotus Lake
Sans Souci Lakes
Long Island Railroad
Park
Park
Park
Park
Cem
Cem
SUNRISE
CHURCH
STREET
BROADWAY
AVENUE
MONTAUK
HIGHWAY
SYLVAN
AVENUE
NICOLLS
ROAD
BLUE POINT
AVENUE
WEST
ATLANTIC AVENUE
KENNEDY
JOHNSON
AVENUE
112
50A
97
78
18
85
14
13
12
H1
J1
K1
L1
M1
N1
73°06'15"
73°04'30"
73°03'45"
73°03'00"
73°02'15"
40°45'00"
Joins Map 23
©Hagstrom Map Company, Inc.

COUNTY OF SUFFOLK

1276

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

February 24, 2016

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

Re: Tax Map No. 0200-980.80-02.00-036.000
WILLIAM E. BEEBE AND DENISE ELLEN BEEBE, HUSBAND AND WIFE

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc: CE Reso Review (e-copy)

1277

Intro. Res. No. -2016 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING USE OF MANORVILLE HILLS COUNTY PARK BY PANIAGUA CYCLING, INC. FOR ITS HEAD FOR THE HILLS FUNDRAISER

WHEREAS, an entity known as Paniagua Cycling, Inc. wishes to host a cross country mountain bike event, known as Head for the Hills fundraiser, which is sanctioned by USA Cycling; and

WHEREAS, Paniagua Cycling, Inc. would like to use Manorville Hills County Park in Manorville for the purpose of hosting their Head for the Hills fundraiser, to benefit the local chapter of Trail Patrol and the Manorville Fire Department; and

WHEREAS, the Head for the Hills fundraiser is scheduled to be held on Saturday, June 11, 2016, from 6:30 a.m. to 3:00 p.m.; and

WHEREAS, a Certificate of Insurance with accompanying declaration page naming the County of Suffolk as an additional insured must be provided by USA Cycling, Inc. within 30 days of the event; now, therefore, be it

1st RESOLVED, that the use of Manorville Hills County Park by Paniagua Cycling, Inc. for the purpose of hosting a fundraiser on Saturday, June 11, 2016, from 6:30 a.m. to 3:00 p.m., is hereby approved pursuant to Section 215(1) of the NEW YORK STATE COUNTY LAW, subject to the receipt of a Certificate of Insurance with accompanying declaration page by the County of Suffolk from USA Cycling, Inc. and the payment of the Four Hundred Fifty Dollars ($450.00) event fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

2nd RESOLVED, that before this event shall be permitted to occur, Paniagua Cycling, Inc. must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 378-7(B) of the Suffolk County Code; and be it further

3rd RESOLVED, that the Commissioner of the Suffolk County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, to take such measures as shall be necessary and appropriate to facilitate the hosting of the fundraiser at Manorville Hills County Park by Paniagua Cycling, Inc.; and be it further

4th RESOLVED, that Paniagua Cycling, Inc. shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

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

local legislative decision in connection with the same, and since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1277

1. Type of Legislation

Resolution X Local Law _____ Charter Law ____

2. Title of Proposed Legislation

AUTHORIZING USE OF MANORVILLE HILLS COUNTY PARK BY PANIAGUA CYCLING, INC. FOR ITS HEAD FOR THE HILLS FUNDRAISER

3. Purpose of Proposed Legislation

Authorize use of County Parkland for fundraising event.

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

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

County Town Economic Impact

Village School District Other (Specify):

Library District Fire District

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

There is a nominal fee ($450.00) collected by the County for use of the Park.

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

N/A

8. Proposed Source of Funding

N/A

9. Timing Impact

N/A

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Emily R. Lauri Community Relations Director Dept. of Parks, Recreation &Conservation	Emily R Lauri	2/25/16

Res 788 mk

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

1277

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
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** 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.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1277

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2016 INTRAGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: An act to authorize the use of Manorville Hills County Park by Paniagua Cycling, Inc. for its Head for the Hills Fundraiser.

PURPOSE OR GENERAL IDEA OF THE BILL: Paniagua Cycling, Inc. would like to hold its Head for the Hills Fundraiser at Manorville Hills County Park in the Town of Brookhaven.

SUMMARY OF SPECIFIC PROVISIONS: This legislation authorizes the use of Manorville Hills County Park by Paniagua Cycling, Inc. for the purpose of hosting a fundraiser on Saturday, June 11, 2016, from 6:30 a.m. to 3:00 p.m., subject to receipt of a Certificate of Insurance and accompanying declaration page by the County of Suffolk from USA Cycling, Inc., and the payment of Four Hundred Fifty Dollars ($450.00) event fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law.

JUSTIFICATION: An entity known as Paniagua Cycling, Inc. wishes to host a mountain bike race, known as Head for the Hills fundraiser, which is sanctioned by USA Cycling., Inc. The mountain bike event will take place on the bike trails at Manorville Hills County Park. The fundraising event will benefit the local chapter of Trail Patrol and the Manorville Fire Department. In addition, the use of County property for a bike race would promote and protect the public health and general welfare of the residents of Suffolk County.

FISCAL IMPLICATIONS: There is a nominal fee ($450.00) collected by the County for use of the Park.

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

SUFFOLK COUNTY PARKS

COUNTY OF SUFFOLK

1277

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2016 SCHEDULE OF FEES

SUMMARY OF FEES: When a park is charging for parking we charge *On-Season Rates*, however when they are not charging for parking, we charge *Off-Season Rate*. When an applicant/organization wishes to have alcohol, sold, served or provided at their event, there is an additional charge. Additional fees are assessed for use of the pavilion, showmobile and any equipment for the showmobile.

a. On-Season Park Use Fee:
   Up to 50 persons.....$55.00/day
   51 to 100 persons.....$110.00/day
   101 to 200 persons...$165.00/day
   201 to 500 persons....$247.00/day
   501 to 1000persons...$440.00/day
   Over 1000 persons....$660.00/day
b. Off-Season Park Use Fee: $3.00/person/day
c. Suffolk County Alcohol Fee: $33.00/day
d. Pavilion Use Fee: $110.00/day
e. Showmobile Fee: $540.00 for the first 4 hours, $135.00 for each additional hour
f. Showmobile Extras: $250.00/day for extended stage, $135.00/day for generator

PARK SCHEDULE: Different parks have different parking fee schedules. The on-season or off-season park use fees are charged based on the below schedule. Please note: Dates may vary from year to year depending on the dates of the holidays.

a. Southaven, Blydenburgh, Cathedral Pines, West Hills, Lake Ronkonkoma, Sears Bellows and Indian Island:
   05/28-09/05/2016 **(Weekends and Holidays Only)** – On-Season Park Use Fee
   All other dates – Off-Season Park Use Fee
b. Smith Point, Meschutt & Cupsogue:
   05/28-09/05/2016 – On-Season Park Use Fee
   09/10-09/11/2016 **(Smith Point ONLY)** – On-Season Park Use Fee
   All other dates – Off-Season Park Use Fee
c. All other locations:
   Off-Season Park Use, all year round.

THIS EVENT: The above highlighted fees have been charged, due to the below stated event details.
Park –Manorville Hills County Park, Event Date – June 11, 2016, Estimated No. of People - 150,
Alcohol - No, Pavilion Use - No,
Showmobile - No, Showmobile Extras – N/A

FEE CHARGED: $450.00 = (150 people x $3.00/person)

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

COUNTY OF SUFFOLK

1277

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

TO: **JON SCHNEIDER, Deputy County Executive**

FROM: **GREG DAWSON, Commissioner**

DATE: **February 25, 2016**

RE: **INTRODUCTORY RESOLUTION AUTHORIZING USE OF MANORVILLE HILLS COUNTY PARK BY PANIAGUA CYCLING, INC. FOR ITS HEAD FOR THE HILLS FUNDRAISER**

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-Head for the Hills Fundraiser at Manorville Hills.doc."

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

Enclosures

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

D78

Intro. Res. No. -2016 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING USE OF MEADOW CROFT COUNTY PARK BY SOCIETY FOR THE PRESERVATION OF LONG ISLAND ANTIQUITIES FOR ITS COUNTRY HOUSE BENEFIT EVENT

WHEREAS, Society For the Preservation of Long Island Antiquities is a 501(c)(3) private, nonprofit organization having its principal place of business at 161 Main Street, Cold Spring Harbor, New York; and

WHEREAS, Society For the Preservation of Long Island Antiquities would like to hold its Country House Benefit Fundraiser at Meadow Croft County Park in Sayville, New York; and

WHEREAS, the Country House Benefit Fundraiser is scheduled to be held on Friday, June 24, 2016 from 6:30 p.m. to 8:30 p.m.; and

WHEREAS, a Certificate of Insurance naming Suffolk County as an additional insured will be provided by Society For the Preservation of Long Island Antiquities; now, therefore, be it

1st **RESOLVED**, that the use of Meadow Croft County Park by Society For the Preservation of Long Island Antiquities for the purpose of hosting a fundraiser on Friday, June 24, 2016, is hereby approved pursuant to Section 215(1) of the NEW YORK STATE COUNTY LAW, subject to the receipt of a Certificate of Insurance and the accompanying declaration page by the County of Suffolk from Society For the Preservation of Long Island Antiquities, and the payment of Two Hundred Ten Dollars ($210.00) event fee, and a Thirty-three Dollar ($33.00) Alcohol Fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

2nd **RESOLVED**, that before this event shall be permitted to occur, Society For the Preservation of Long Island Antiquities must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 378-7(B) of the Suffolk County Code; and be it further

3rd **RESOLVED**, that the Commissioner of the Suffolk County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4 (A) of the SUFFOLK COUNTY CHARTER, to take such measures as shall be necessary and appropriate to facilitate the hosting of the fundraiser at Meadow Croft County Park by Society for the Preservation of Long Island Antiquities; and be it further

4th **RESOLVED**, that Society for the Preservation of Long Island Antiquities shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

5th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law,

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1278

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law _____ Charter Law ____

2. Title of Proposed Legislation

AUTHORIZING USE OF MEADOW CROFT COUNTY PARK BY SOCIETY FOR THE PRESERVATION OF LONG ISLAND ANTIQUITIES FOR ITS COUNTRY HOUSE BENEFIT FUNDRAISER

3. Purpose of Proposed Legislation

Authorize use of County Parkland for fundraising event.

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

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

County Town Economic Impact

Village School District Other (Specify):

Library District Fire District

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

There is a nominal fee ($210.00) collected by the County for use of the Park as well as a ($33) Alcohol Fee

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

N/A

8. Proposed Source of Funding

N/A

9. Timing Impact

N/A

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Emily R. Lauri Community Relations Director Dept. of Parks, Recreation &Conservation	Emily R Lauri	02/25/2016

Neil Toomey

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

1278

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1278

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2016 INTRAGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: An act Authorizing use of Meadow Croft County Park by Society For the Preservation of Long Island Antiquities for its Country House Benefit Fundraiser.

PURPOSE OR GENERAL IDEA OF THE BILL: Society for the Preservation of Long Island Antiquities would like to hold its Country House Benefit Fundraiser at Meadow Croft County Park in Sayville, NY.

SUMMARY OF SPECIFIC PROVISIONS: This legislation authorizes the use of Meadow Croft County Park by Society for the Preservation of Long Island Antiquities for the purpose of hosting a fundraiser on Friday, June 24, 2016, from 6:30 p.m. to 8:30 p.m., subject to receipt of a Certificate of Insurance and accompanying declaration page by the County of Suffolk from Society for the Preservation of Long Island Antiquities, and the payment of Two Hundred Ten Dollars ($210.00) event fee, and Thirty-three Dollar ($33.00) alcohol fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law.

JUSTIFICATION: Society for the Preservation of Long Island Antiquities (SPLIA) is a 501(c)(3) private, nonprofit organization having its principal place of business at 161 Main Street, Cold Spring Harbor, New York. All proceeds from the fundraiser will be used to further SPLIA's mission to work with Long Islanders to protect, preserve and celebrate our cultural heritage through advocacy, education, and the stewardship of historic sites and collections. This event will generate Two Hundred Ten Dollars ($210.00) and Thirty-three Dollars ($33.00) Alcohol fee in revenue for the County of Suffolk. In addition, the use of County property for this event will promote the importance of this historic site to Long Island's cultural heritage.

FISCAL IMPLICATIONS: There is a nominal fee ($210.00) event fee and ($33) alcohol fee collected by the County for use of the Park.

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SUFFOLK COUNTY PARKS

COUNTY OF SUFFOLK

1278

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2016 SCHEDULE OF FEES

SUMMARY OF FEES: When a park is charging for parking we charge *On-Season Rates*, however when they are not charging for parking, we charge *Off-Season Rate*. When an applicant/organization wishes to have alcohol, sold, served or provided at their event, there is an additional charge. Additional fees are assessed for use of the pavilion, showmobile and any equipment for the showmobile.

a. On-Season Park Use Fee:
   Up to 50 persons.....$55.00/day
   51 to 100 persons.....$110.00/day
   101 to 200 persons...$165.00/day
   201 to 500 persons....$247.00/day
   501 to 1000persons...$440.00/day
   Over 1000 persons....$660.00/day
b. Off-Season Park Use Fee: $3.00/person/day
c. Suffolk County Alcohol Fee: $33.00/day
d. Pavilion Use Fee: $110.00/day
e. Showmobile Fee: $540.00 for the first 4 hours, $135.00 for each additional hour
f. Showmobile Extras: $250.00/day for extended stage, $135.00/day for generator

PARK SCHEDULE: Different parks have different parking fee schedules. The on-season or off-season park use fees are charged based on the below schedule. Please note: Dates may vary from year to year depending on the dates of the holidays.

a. Southaven, Blydenburgh, Cathedral Pines, West Hills, Lake Ronkonkoma, Sears Bellows and Indian Island:
   05/28-09/05/2016 **(Weekends and Holidays Only)** – On-Season Park Use Fee
   All other dates – Off-Season Park Use Fee
b. Smith Point, Meschutt & Cupsogue:
   05/28-09/05/2016 – On-Season Park Use Fee
   09/10-09/11/2016 **(Smith Point ONLY)** – On-Season Park Use Fee
   All other dates – Off-Season Park Use Fee
c. All other locations:
   Off-Season Park Use, all year round.

THIS EVENT: The above highlighted fees have been charged, due to the below stated event details.
Park –Meadow Croft County Park, Event Date – June 24, 2016, Estimated No. of People - 70,
Alcohol - Yes, Pavilion Use - No,
Showmobile - No, Showmobile Extras – N/A

FEE CHARGED: $243.00 = (70 people x $3.00/person) + ($33 Alcohol fee)

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COUNTY OF SUFFOLK

1278

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

TO: **JON SCHNEIDER, Deputy County Executive**

FROM: **GREG DAWSON, Commissioner**

CC: **DENNIS M. COHEN, Chief Deputy County Executive**

DATE: **February 26, 2016**

RE: **INTRODUCTORY RESOLUTION AUTHORIZING USE OF MEADOW CROFT COUNTY PARK BY SOCIETY FOR THE PRESERVATION OF LONG ISLAND ANTIQUITIES FOR ITS COUNTRY HOUSE BENEFIT EVENT**

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-SPLIA Country House Benefit at Meadow Croft.doc."

Society for the Preservation of Long Island Antiquities (SPLIA) is a 501(c)(3) organization located in Cold Spring Harbor, NY. Each year SPLIA selects an historic Long Island site for its annual Country House Benefit to highlight the site's importance to Long Island's cultural heritage. The monies raised are used to further SPLIA's mission to work with Long Islanders to protect, preserve and celebrate our cultural heritage through advocacy, education, and the stewardship of historic sites and collections.

This draft resolution authorizes the use of the Meadow Croft County Park on June 24, 2016 for their fundraiser.

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

Enclosures

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

SUFFOLK COUNTY PARKS

1279

Intro. Res. No. -2016 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING USE OF CUPSOGUE BEACH COUNTY PARK BY THE MORICHES PAQUATUCK SQUAWS, INC FOR ITS INLET RIDE FUNDRAISER

WHEREAS, Paquatuck Squaws, Inc. is a 501(c)(3) nonprofit organization having its place of business at P.O. Box 83, Center Moriches, NY; and

WHEREAS, Paquatuck Squaws, Inc. would like to use Cupsogue Beach County Park in Westhampton for the purpose of hosting their Inlet Ride Fundraiser to raise money for Camp Paquatuck, Long Island's Camp for Children With Special Needs; and

WHEREAS, the Inlet Ride fundraiser is scheduled to be held on Saturday, May 7, 2016 from 8:00 am to 1:00 pm; and

WHEREAS, a Certificate of Insurance naming Suffolk County as an additional insured will be provided by Paquatuck Squaws, Inc. within 30 days of the Inlet Ride fundraiser; now therefore, be it

1st RESOLVED, that the use of Cupsogue Beach County Park by Paquatuck Squaws, Inc. for the purpose of hosting a fundraiser on Saturday, May 7, 2016 is hereby approved pursuant to Section 215(1) of the NEW YORK STATE COUNTY LAW, subject to the receipt of a Certificate of Insurance and the accompanying declaration page by the County of Suffolk from Paquatuck Squaws, Inc., and the payment of the Three Hundred Dollars ($300.00) event fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Human Resources, Personnel and Civil Service; and be it further

2nd RESOLVED, that before this event shall be permitted to occur, Paquatuck Squaws, Inc. must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 378-7(B) of the Suffolk County Code; and be it further

3rd RESOLVED, that the Commissioner of the Suffolk County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, to take such measures as shall be necessary and appropriate to facilitate the hosting of the fundraiser at Cupsogue Beach County Park by Paquatuck Squaws, Inc., and be it further

4th RESOLVED, that Paquatuck Squaws, Inc. shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

5th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and

(27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1279

1. Type of Legislation

Resolution X Local Law _____ Charter Law ____

2. Title of Proposed Legislation

AUTHORIZING USE OF CUPSOGUE BEACH COUNTY PARK BY THE MORICHES PAQUATUCK SQUAWS, INC. FOR ITS INLET RIDE FUNDRAISER

3. Purpose of Proposed Legislation

Authorize use of County Parkland for fundraising event.

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

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

County Town Economic Impact

Village School District Other (Specify):

Library District Fire District

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

There is a Park Use fee of $300.00 based on the number of anticipated attendees.

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

N/A

8. Proposed Source of Funding

N/A

9. Timing Impact

N/A

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Emily R. Lauri Community Relations Director Dept. of Parks, Recreation & Conservation	Emily R Lauri	02/26/2016

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

1279

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1279

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2016 INTRAGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: An act authorizing use of Cupsogue Beach County Park by the Moriches Paquatuck Squaws, Inc. for its Inlet Ride Fundraiser.

PURPOSE OR GENERAL IDEA OF THE BILL: The Moriches Paquatuck Squaws, Inc. would like to hold its Inlet Ride Fundraiser at Cupsogue Beach County Park in the Town of Westhampton.

SUMMARY OF SPECIFIC PROVISIONS: This legislation authorizes the use of Cupsogue Beach County Park by the Moriches Paquatuck Squaws, Inc. for the purpose of hosting a fundraiser on Saturday, May 7, 2016, from 8:00 am to 1:00 p.m., subject to receipt of a Certificate of Insurance and accompanying declaration page by the County of Suffolk from the Moriches Paquatuck Squaws, Inc., and the payment of Three Hundred Dollars ($300.00) event fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law.

JUSTIFICATION: The Moriches Paquatuck Squaws, Inc.is a 501(c)(3) private, nonprofit organization having its principal place of business at P.O. Box 83, Center Moriches, NY. All proceeds from the fundraiser will benefit Camp Paquatuck, Long Island's camp for children with Special Needs. Camp Paquatuck's mission is to help children and young adults ages 6-21 with both physical and developmental disabilities to achieve equality, dignity, and maximum independence through a safe and quality program of camping, recreation and education in a summer-time environment. This event will generate Three Hundred Dollars ($300.00) in revenue for the County of Suffolk. In addition, the use of County property for this event would promote and protect the public health and general welfare of the residents of Suffolk County.

FISCAL IMPLICATIONS: There is a nominal fee ($300.00) collected by the County for use of the Park.

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

COUNTY OF SUFFOLK

1279

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2016 SCHEDULE OF FEES

SUMMARY OF FEES: When a park is charging for parking we charge *On-Season Rates*, however when they are not charging for parking, we charge *Off-Season Rate*. When an applicant/organization wishes to have alcohol, sold, served or provided at their event, there is an additional charge. Additional fees are assessed for use of the pavilion, showmobile and any equipment for the showmobile.

a. On-Season Park Use Fee:
   Up to 50 persons.....$55.00/day
   51 to 100 persons.....$110.00/day
   101 to 200 persons...$165.00/day
   201 to 500 persons....$247.00/day
   501 to 1000persons...$440.00/day
   Over 1000 persons....$660.00/day
b. Off-Season Park Use Fee: $3.00/person/day
c. Suffolk County Alcohol Fee: $33.00/day
d. Pavilion Use Fee: $110.00/day
e. Showmobile Fee: $540.00 for the first 4 hours, $135.00 for each additional hour
f. Showmobile Extras: $250.00/day for extended stage, $135.00/day for generator

PARK SCHEDULE: Different parks have different parking fee schedules. The on-season or off-season park use fees are charged based on the below schedule. Please note: Dates may vary from year to year depending on the dates of the holidays.

a. Southaven, Blydenburgh, Cathedral Pines, West Hills, Lake Ronkonkoma, Sears Bellows and Indian Island:
   05/28-09/05/2016 **(Weekends and Holidays Only)** – On-Season Park Use Fee
   All other dates – Off-Season Park Use Fee
b. Smith Point, Meschutt & Cupsogue:
   05/28-09/05/2016 – On-Season Park Use Fee
   09/10-09/11/2016 **(Smith Point ONLY)** – On-Season Park Use Fee
   All other dates – Off-Season Park Use Fee
c. All other locations:
   Off-Season Park Use, all year round.

THIS EVENT: The above highlighted fees have been charged, due to the below stated event details.
Park –Cupsogue Beach County Park, Event Date – May 7, 2016, Estimated No. of People - 150,
Alcohol - No, Pavilion Use - No,
Showmobile - No, Showmobile Extras – N/A

FEE CHARGED: $300.00 = 100 people x $3.00/person

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

SUFFOLK COUNTY PARKS

COUNTY OF SUFFOLK

1279

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

TO: **JON SCHNEIDER, Deputy County Executive**

FROM: **GREG DAWSON, Commissioner**

DATE: **February 26, 2016**

RE: **INTRODUCTORY RESOLUTION AUTHORIZING USE OF CUPSOGUE BEACH COUNTY PARK BY THE MORICHES PAQUATUCK SQUAWS, INC. FOR ITS INLET RIDE FUNDRAISER**

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-Inlet Ride Fundraiser - Cupsogue.doc".

The Moriches Paquatuck Squaws, Inc. is a 501(c)(3) organization located in East Moriches, NY. This draft resolution authorizes the use of the Cupsogue Beach County Park on May 7, 2016 for their fundraiser.

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

Enclosures

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

SUFFOLK COUNTY PARKS

Introductory Resolution No. 1280-16 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
CHARLES J. LEITKE AND CAROLYN LEITKE
(SCTM NO. 0204-012.00-01.00-038.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0204, Section 012.00, Block 01.00, Lot 038.000, and acquired by tax deed on February 24, 2015, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on February 26, 2015, in Liber 12808, at Page 227, and otherwise known and designated by the Town of Brookhaven, as Lots 357, 358 and 359 and Part of Lot 360, Block 7, on a certain map entitled "Map of Lakeside Park", filed in the Office of the Clerk of Suffolk County on June 23, 1911 as Map No. 33; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on February 24, 2015, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on February 26, 2015 in Liber 12808 at Page 227.

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

WHEREAS, CHARLES J. LEITKE AND CAROLYN LEITKE have made application of said above described parcel and CHARLES J. LEITKE AND CAROLYN LEITKE have paid the application fee and will be paying $78,488.14, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to CHARLES J. LEITKE AND CAROLYN LEITKE, 77 North Summit Avenue, Patchogue, NY 11772, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1280

February 29, 2016

Tax Map No.: 0204-012.00-01.00-038.000
Name of Last Legal Fee Owner: CHARLES J. LEITKE AND CAROLYN LEITKE

TREASURER'S COMPUTATION	$78,475.92
Taxes.....2015/2016	INCLUDED
Certified Mail Fees	$12.22
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$78,488.14
Monies to be received	$78,488.14
RESOLUTION AMOUNT	$78,488.14

PREPARED BY:

Peter Belyea
Redemption Unit
(631) 853-5932

APPROVED:

Annette Brunell 2/29/2016
Accounting
PB:lag

DISTRICT	SECTION	BLOCK	LOT
0204	012.00	01.00	038.000

ITEM #: 3003360

1280

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

Year	Village	Town	Combined
2010	$4,512.09	$ 8,129.69	$ 12,641.78
2011	$4,413.50	$ 8,395.71	$ 12,809.21
2012	$4,108.89	$ 8,317.51	$ 12,426.40
2013	$3,843.58	$ 7,751.82	$ 11,595.40
2014	$3,941.29	$ 7,148.46	$ 11,089.75
2015	$ -	$ 5,832.12	$ 5,832.12
0	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
		TOTAL:	$ 66,394.66

B. INTEREST DUE		$3,933.80
C. TOTAL		$ 70,328.46
D. 5% LINE C		$ 3,516.42
SUBTOTAL		**$ 73,844.88**
E. FEE	0	$ -
F. MISC	MAILING FEES	$ 12.22
G. MISC	2015/16 TAXES	$ 4,631.04
H. MISC		$ -
TOTAL AMOUNT DUE		**$ 78,488.14**

CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

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

29-Feb-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

** Interest and penalty computed to and including 08/27/16

ks

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1280

1. Type of Legislation

Resolution **X**

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
CHARLES J. LEITKE AND CAROLYN LEITKE
0204-012.00-01.00-038.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes **X** No____

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

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

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2016

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

Peter Belyea | Neil Toomey | 2/29/16

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

1280

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office

1280

Revisions
11-20-96
04-16-97
09-19-97
07-02-99
07-27-99
12-17-99
02-05-01
10-10-02
01-16-03
03-29-04
05-03-04
06-02-05
09-13-05
11-27-06
05-20-08
08-19-08
03-06-09
02-18-10
09-13-13

LEGEND

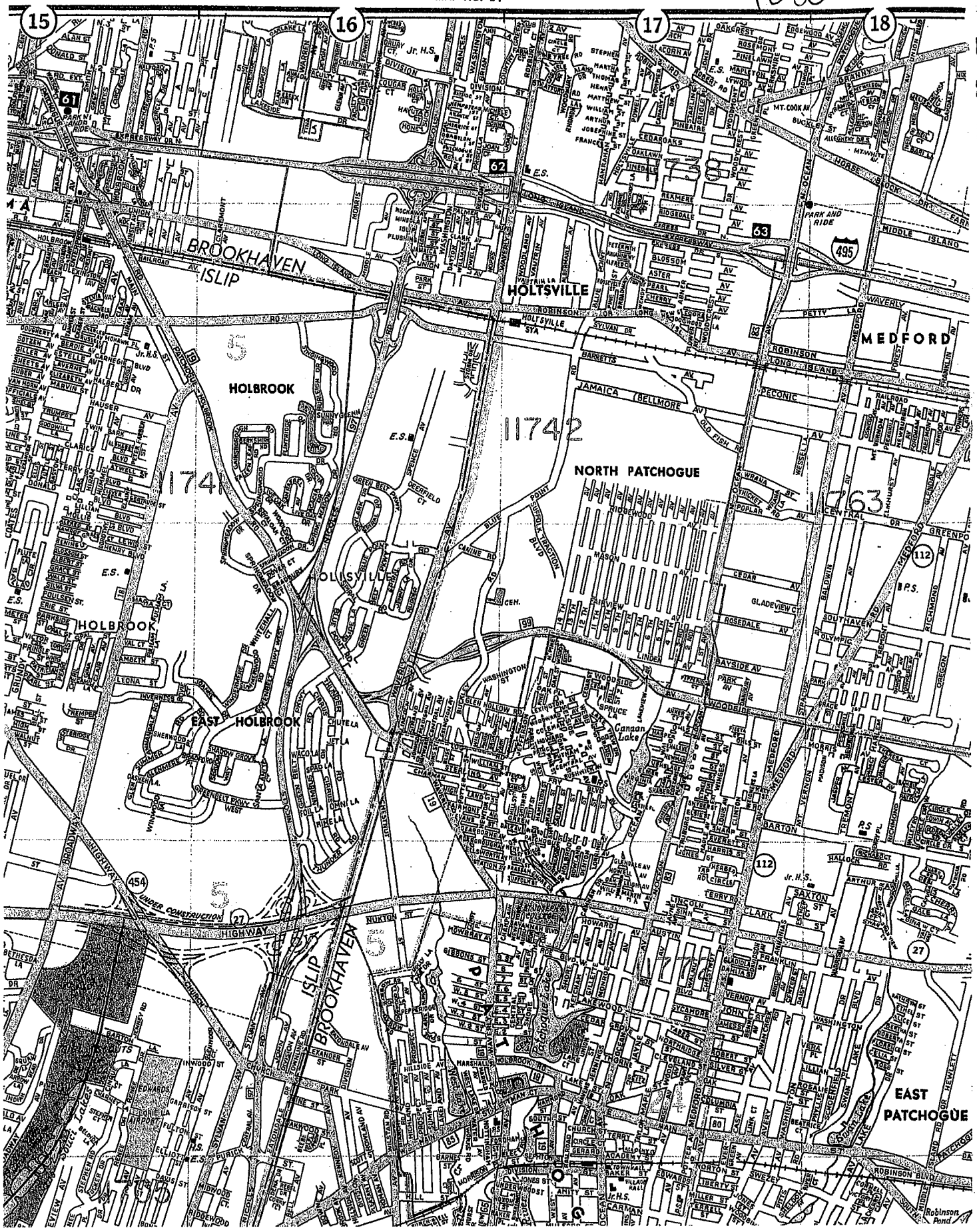
Property or RW Line		Subdivision Lot No.	(12)	Block Limit		School District Line	SCH	Hydrant District Line	H
Denotes Common Owner	Z	Subdivision Block/Bldg. No.	(21)	Block No.	2	Fire District Line	F	Refuse District Line	R
Subdivision Lot Line		Deed Dimension	82	County Line		Water District Line	W	Historical District Line	HST
Stream / Shore		Scaled Dimension	82	Town Line		Light District Line	L	Ambulance District Line	A
Parcel No.	23	Deed Area	12.1 A(d) or 12.1A	Village Line		Park District Line	P	Wastewater District Line	WW
		Calculated Area	12.1 A(c)			Sewer District Line	S		

UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:

SCHOOL 24 SEWER
FIRE FD4 HYDRANT
LIGHT WATER
PARK REFUSE
AMBULANCE WASTEWATER

1280

FOR ADJOINING AREA SEE MAP NO. 14



COUNTY OF SUFFOLK

1280

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

March 1, 2016

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

Re: Tax Map No. 0204-012.00-01.00-038.000
CHARLES J. LEITKE AND CAROLYN LEITKE

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc: CE Reso Review (e-copy)

Introductory Resolution No. 1281-16 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
ARTHUR S. BRINSON JR., AS SOLE SURVIVING HEIR OF ARTHUR S. BRINSON SR. AND FLORENCE BRINSON (SCTM NO. 0100-170.00-02.00-038.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 170.00, Block 02.00, Lot 038.000, and acquired by tax deed on October 26, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on October 28, 2015, in Liber 12838, at Page 568, and otherwise known and designated by the Town of Babylon, as Lots 354, 355, 356, 357, 358 and 359, on a certain map entitled "Map of 407 Lots Situated in Amityville", filed in the Office of the Clerk of Suffolk County on January 11, 1926 as Map No. 186; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on October 26, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on October 28, 2015 in Liber 12838 at Page 568.

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

WHEREAS, ARTHUR S. BRINSON JR., AS SOLE SURVIVING HEIR OF ARTHUR S. BRINSON SR. AND FLORENCE BRINSON has made application of said above described parcel and ARTHUR S. BRINSON JR., AS SOLE SURVIVING HEIR OF ARTHUR S. BRINSON SR. AND FLORENCE BRINSON has paid the application fee and will be paying $81,956.16, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to ARTHUR S. BRINSON JR., AS SOLE SURVIVING HEIR OF ARTHUR S. BRINSON SR. AND FLORENCE BRINSON, 11 Roosevelt Avenue, Amityville, NY 11701, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1281

February 29, 2016

Tax Map No.: 0100-170.00-02.00-038.000
Name of Last Legal Fee Owner: ARTHUR S. BRINSON JR., AS SOLE SURVIVING HEIR OF ARTHUR S. BRINSON SR. AND FLORENCE BRINSON

TREASURER'S COMPUTATION	$70,849.12
Taxes.....2015/2016	$11,100.31
Certified Mail Fees	$6.73
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$81,956.16
Monies to be received	$81,956.16
RESOLUTION AMOUNT	$81,956.16

APPROVED:

Annette Brennan 3/1/2016
Accounting
LS:lag

PREPARED BY:
Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK	LOT
0100	170.00	02.00	038.000 1281

ITEM #: 0

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2011		$ 13,466.66
2012		$ 14,233.07
2013		$ 13,242.85
2014		$ 12,539.30
2015		$ 10,818.36
0		$ -
0		$ -
0		$ -
0		$ -
0		$ -
	TOTAL:	$ 64,300.24
B. INTEREST DUE		$ 3,175.11
C. TOTAL		$ 67,475.35
D. 5% LINE C		$ 3,373.77
SUBTOTAL		**$ 70,849.12**
E. FEE	0	$ -
F. MISC	MAILING FEES	$ 6.73
G. MISC	2015/16 TAXES	$ 11,100.31
H. MISC	0	$ -
TOTAL AMOUNT DUE:		**$ 81,956.16**

CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

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

29-Feb-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 08/27/16

ks

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

1281

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

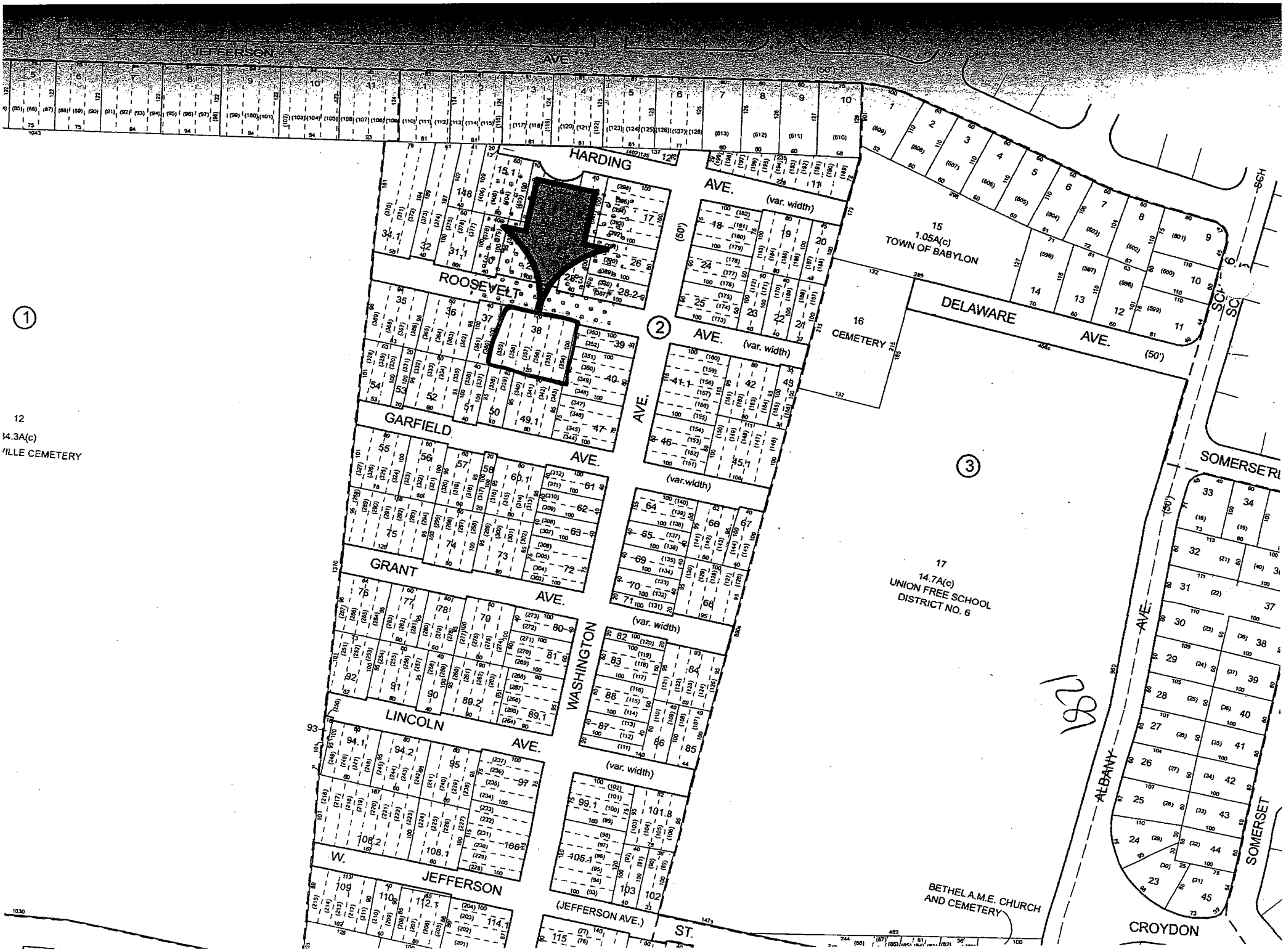
	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

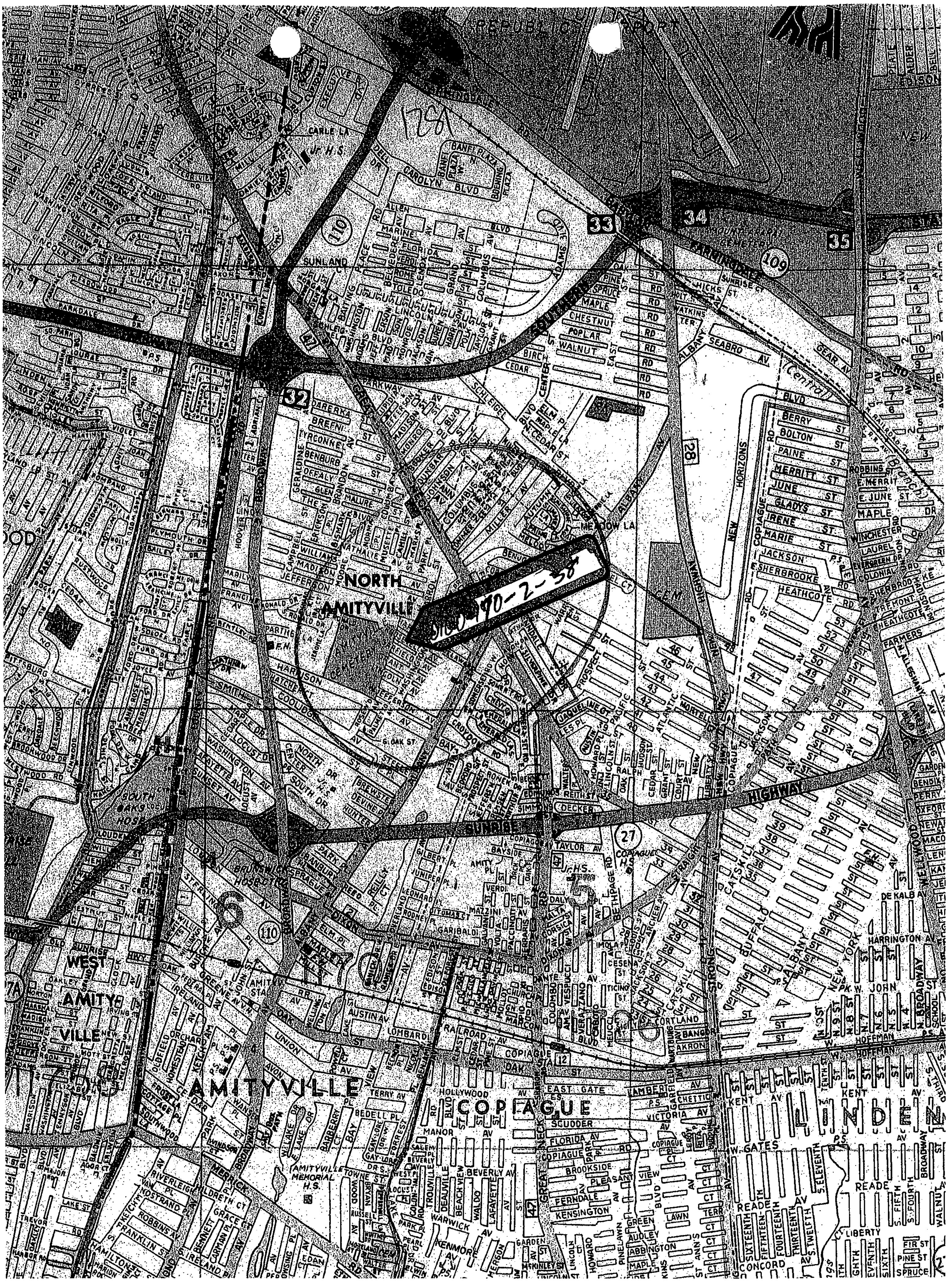
** The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 property tax levy and is provided for informational purposes only.*

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.

To be completed by the Executive Budget Office


JEFFERSON
AVE.
HARDING
AVE.
(var. width)
ROOSEVELT
AVE.
(var. width)
GARFIELD
AVE.
(var.width)
GRANT
AVE.
(var. width)
WASHINGTON
LINCOLN
AVE.
(var. width)
W.
JEFFERSON
(JEFFERSON AVE.)
ST.
15
1.05A(c)
TOWN OF BABYLON
16
CEMETERY
DELAWARE
AVE.
(50')
17
14.7A(c)
UNION FREE SCHOOL
DISTRICT NO. 6
BETHEL A.M.E. CHURCH
AND CEMETERY
ALBANY
AVE.
SOMERSET
CROYDON
12
34.3A(c)
VILLE CEMETERY


REPUBLIC AIRPORT
NORTH
AMITYVILLE
WEST
AMITY
VILLE
AMITYVILLE
COPIAGUE
SUNRISE
HIGHWAY
SOUTHERN
PARKWAY
FARMINGDALE

COUNTY OF SUFFOLK

1281

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

March 2, 2016

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

Re: Tax Map No. 0100-170.00-02.00-038.000
ARTHUR S. BRINSON JR.; AS SOLE SURVIVING HEIR OF
ARTHUR S. BRINSON SR. AND FLORENCE BRINSON

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:LS:lag

Attachment

cc: CE Reso Review (e-copy)

Introductory Resolution No. 1282-16 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
VINCENZO A. BUCARO AND FRANCINE M. SPAGNOLA-BUCARO, HIS WIFE (SCTM NO. 0103-002.00-01.00-024.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0103, Section 002.00, Block 01.00, Lot 024.000, and acquired by tax deed on June 13, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 14, 2013, in Liber 12733, at Page 319, and otherwise known and designated by the Town of Babylon, as Lots 36, 37 and 38, Block 9, on a certain map entitled "Map of Wellwood, Sheet 4", filed in the Office of the Clerk of Suffolk County on November 20, 1879 as Map No. 155; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on June 13, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 14, 2013 in Liber 12733 at Page 319.

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

WHEREAS, VINCENZO A. BUCARO AND FRANCINE M. SPAGNOLA-BUCARO, HIS WIFE have made application of said above described parcel and VINCENZO A. BUCARO AND FRANCINE M. SPAGNOLA-BUCARO, HIS WIFE have paid the application fee and will be paying $110,930.47, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to VINCENZO A. BUCARO AND FRANCINE M. SPAGNOLA-BUCARO, HIS WIFE, 194 42nd Street, Lindenhurst, NY 11757, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1282

February 29, 2016

Tax Map No.: 0103-002.00-01.00-024.000
Name of Last Legal Fee Owner: VINCENZO A. BUCARO AND
FRANCINE M. SPAGNOLA-BUCARO, HIS WIFE

TREASURER'S COMPUTATION	$110,916.85
Taxes.....2015/2016	OPEN
Certified Mail Fees	$13.62
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$110,930.47
Monies to be received	$110,930.47
RESOLUTION AMOUNT	$110,930.47

APPROVED:

Annette Brewer 3/2/2016
Accounting
LS:lag

PREPARED BY:
Lori Sklar
Lori Sklar
Redemption Unit
(631)853-5937

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0103	002.00	01.00	024.000

ITEM #: 1282

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

Year	Village	Town	Combined
2009	$ -	$ 14,242.37	$ 14,242.37
2010	$ -	$ 15,208.19	$ 15,208.19
2011	$ -	$ 14,202.77	$ 14,202.77
2012	$ 1,377.97	$ 13,524.35	$ 14,902.32
2013	$ 1,271.29	$ 10,619.27	$ 11,890.56
2014	$ 1,543.31	$ 10,999.25	$ 12,542.56
2015	$ 404.00	$ 9,225.24	$ 9,629.24

TOTAL: $ 92,618.01

B. INTEREST DUE	$ 13,017.08
C. TOTAL	$ 105,635.09
D. 5% LINE C	$ 5,281.75
SUBTOTAL	**$ 110,916.85** +.01
E. FEE	
F. MISC **CERTIFIED MAILING FEES**	$ 13.62
G. MISC	
H. MISC	
TOTAL AMOUNT DUE	**$ 110,930.47** +.01

CERTIFICATION BY COUNTY TREASURER

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

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

11-Sep-15

Douglas W. Sutherland
Chief Deputy

** Interest and penalty computed to and including 03/09/16

lml

1282

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution **X**

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
VINCENZO A. BUCARO AND FRANCINE M. SPAGNOLA-BUCARO, HIS WIFE
0103-002.00-01.00-024.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes **X** No____

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

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

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2016

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

Lori Sklar Lori Sklar 3/2/16

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

1282

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office

Revisions
04-22-96
02-07-97
09-19-97
04-30-99
10-13-99
10-03-00
03-11-03
07-16-03
08-07-03
09-25-03
11-13-03
08-17-05
09-27-05
10-06-05
04-17-07
09-17-09
11-13-09
01-08-10
03-16-11

Sm 103-2-1-24
194 42nd St
Lindenhurst
1282

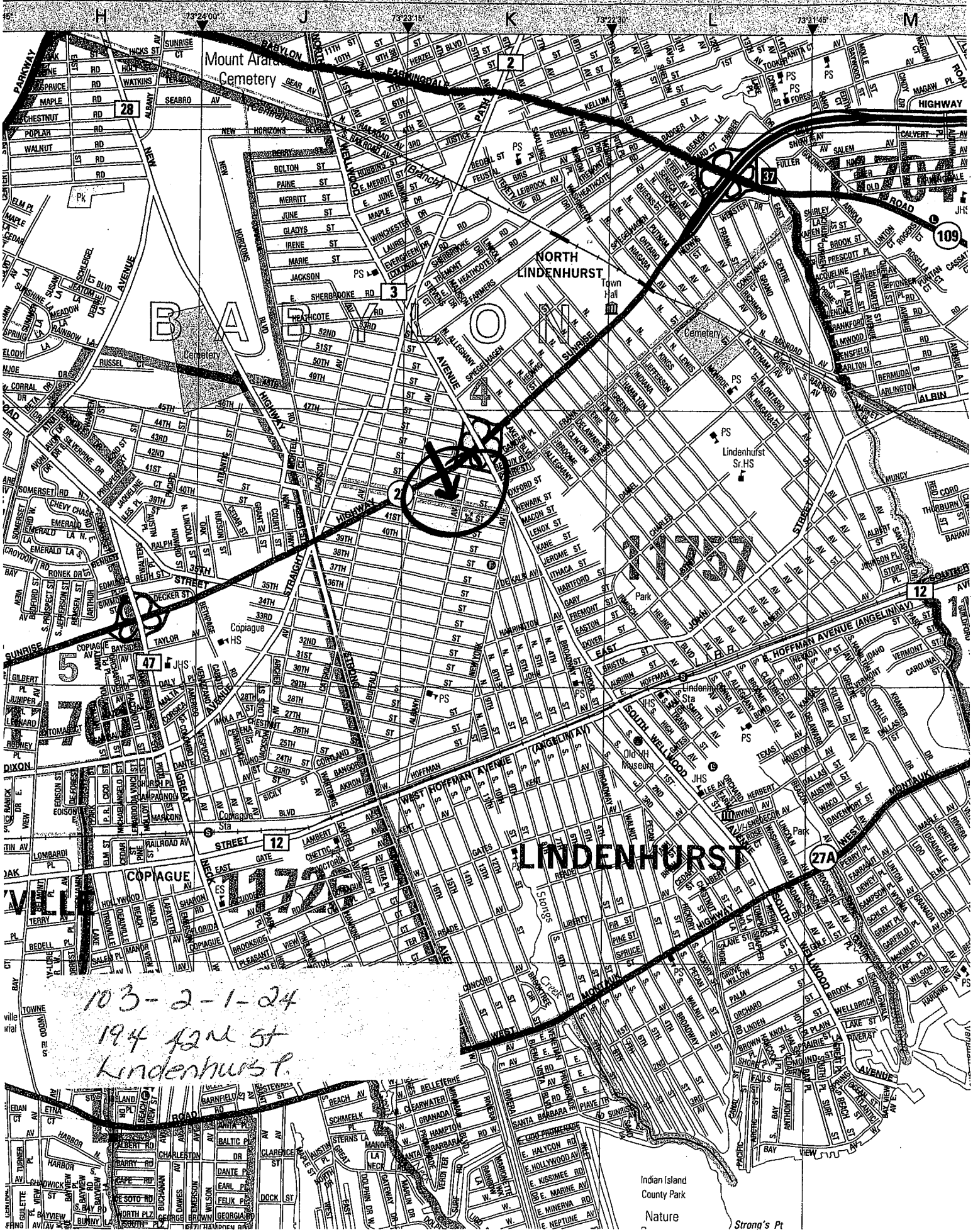
LEGEND						
Property or R/W Line	Subdivision Lot No. (12)	Block Limit	School District Line — SCH —	Hydrant District Line — H —	UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:	
Denotes Common Owner — Z —	Subdivision Block/Bldg. No. (21)	Block No. (2)	Fire District Line — F —	Refuse District Line — R —	SCHOOL 4	SEWER
Subdivision Lot Line	Deed Dimension	County Line	Water District Line — W —	Historical District Line — HST —	FIRE 1	HYDRANT
Stream / Shore	Scaled Dimension	Town Line	Light District Line — L —	Ambulance District Line — A —	LIGHT 55	WATER
Parcel No. 23	Deed Area 12.1 A(d) or 12.1A	Village Line	Park District Line — P —	Wastewater District Line — WW —	PARK	REFUSE
	Calculated Area 12.1 A(c)		Sewer District Line — S —		AMBULANCE	WASTEWA

Quickly estimate distance:
Each grid box represents approximately 0.65 mi. horizontally by 0.66 mi. vertically.

1282

Scale 1:24,000

Joins Map 4



COUNTY OF SUFFOLK

1282

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

March 3, 2016

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

Re: Tax Map No. 0103-002.00-01.00-024.000
VINCENZO A. BUCARO AND FRANCINE M. SPAGNOLA-BUCARO, HIS WIFE

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:LS:lag

Attachment

cc: CE Reso Review (e-copy)

1283

Intro. Res. No. - 2016 Laid on the Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 50% STATE GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION IN THE AMOUNT OF $4,000,000 FOR THE SUFFOLK COUNTY SEPTIC/CESSPOOL UPGRADE PROGRAM ENTERPRISE (SCUPE) ADMINSTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF ENVIRONMENTAL QUALITY AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Department of Environmental Conservation has awarded Suffolk County 50% State grant funds under the Suffolk County Septic/Cesspool Upgrade Program Enterprise (SCUPE) to be implemented by the Suffolk County Department of Health Services, Division of Environmental Quality; and

WHEREAS, the Suffolk County Comprehensive Water Resources Management Plan (Comp Water Plan) characterized negative trends in the quality of groundwater in recent decades, due to nitrogen contamination resulting from legacy onsite wastewater disposal systems; and

WHEREAS, the Comp Water Plan linked negative trends in groundwater quality not only to drinking water, but also to surface waters, including significant adverse impacts of nitrogen on dissolved oxygen, harmful algal blooms, eelgrass and other submerged aquatic vegetation, wetlands, shellfish, and ultimately coastal resiliency; and

WHEREAS, the Suffolk County Reclaim Our Waters initiative has been established to address nitrogen pollution in the waters of Suffolk County; and

WHEREAS, the Suffolk County SCUPE funds will be used to address nitrogen and pathogen loadings from sanitary wastewater or other sources for the restoration and protection of Suffolk County's water; and

WHEREAS, this grant has a start date of 04/01/2014 and ends on 03/31/2019 in which the County will receive 50% State grant funding in the amount of $4,000,000 for the SCUPE; and

WHEREAS, Resolution 866-2013 transferred funding from Fund 404 to Fund 406 Sewer Infrastructure Program Fund to enhance sewer capacity; and

WHEREAS, monies have been identified in Fund 406 Sewer Infrastructure Program Fund to use as the necessary match for this grant; and

WHEREAS, a portion of these funds, $166,467, for salaries and fringe have been included in the 2016 Operating Budget; and

WHEREAS, $3,833,533 has not been included in the 2016 Operating Budget and needs to be appropriated; and

WHEREAS, the SCUPE grant includes reimbursement of three (3) positions funded in the 2016 Operating Budget: one (1) Associate Public Health Engineer (part-time 50%); one (1) Associate Public Health Sanitarian (part-time 10%); one (1) Environmental Project Coordinator (full-time); and

WHEREAS, these positions already exist in 001-HSV-4400 as position numbers 2610-0135 (Associate PH Engineer); 2610-0031 (Associate PH Sanitarian); 2610-0079 (Environmental Project Coordinator); and

WHEREAS, Four (4) new positions need to be created to carry out these grant activities; and

WHEREAS, the Suffolk County SCUPE grant also includes funding for the purchase of two (2) additional vehicles (trucks) for use by field staff for inspections; and

WHEREAS, the purchase of these vehicles will temporarily increase the fleet of the Department of Health Services by two (2); and

WHEREAS, Chapter 255 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval for the acquisition of such vehicle, via Legislature; now, therefore be it

1st **RESOLVED**, the County Comptroller be and hereby is authorized to accept $4,000,000 and appropriate said State grant funds as follows:

SCUPE - $4,000,000

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4402	3904	$4,000,000

ORGANIZATIONS

Suffolk County Department of Health Services

Septic/Cesspool Upgrade Program Enterprise (SCUPE)
001-HSV-4402 $3,833,533

1000-PERSONNEL SERVICES: $872,034

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount

001	HSV	DEG	4402	1100	0000	Permanent Salaries	$512,399
001	HSV	DEG	4402	1110	0000	Interim Salaries	$359,635

2000-EQUIPMENT: $80,000

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4402	2040	0000	Trucks, Trailers and Jeeps	$80,000

4000-CONTRACTUAL EXPENSES: $2,461,513

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4402	4560	0000	Fees for Services-Non-Employees	$2,161.993
001	HSV	DEG	4402	4770	0000	Special Services	$299,520

Employee Benefits

8000-EMPLOYEE BENEFITS: $419,986

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	EMP	DE	9030	8330	0000	Social Security	$66,711
001	EMP	ME	9010	8280	0000	Retirement	$149,118
001	EMP	DE	9080	8380	0000	Welfare Fund	$24,173
001	EMP	ODE	9060	8360	0000	Major Medical Claims	$179,984

Interfund
Transfer
Transfer to Employee Medical Health
Plan
FD-IFT-E039 - $179,984

9000-INTERFUND TRANSFERS: $179,984

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	IFT	DE	E039	9600	0000	Transfer to Funds	$179,984

and be it further

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

REVENUES

Fund	Department	Unit	Revenue Code	Amount
039	IFT		R001	$179,984

and be it further

3rd **RESOLVED**, that the following positions be and they hereby are created in the Department of Health Services 2016 Operating Budget and funded by the Suffolk County SCUPE grant as follows:

Department of Health Services

Position No.	Spec No.	Position Title	JC	Gr	No.
4402-1000-0001	0360	Contracts Mngmnt Analyst	C	23	1
4402-1000-0005	2130	Asst PH Engineer Trainee	C	19	1
4402-1000-0010	2110	PH Sanitarian Trainee	C	16	1
4402-1000-0011	2110	PH Sanitarian Trainee	C	16	1

and be it further

4th **RESOLVED**, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individuals filling the positions created by this resolution at the conclusion of the grant funding provided for such positions created by said grant; and be it further

5th **RESOLVED**, that the County Executive be and hereby is authorized to execute related agreements; and be it further

6th **RESOLVED**, that the County Legislature hereby authorizes the increase of the fleet of the Department of Health Services by two (2); and be it further

7th **RESOLVED**, the purchase of two (2) vehicles (trucks) for the Department of Health Services is hereby approved pursuant to Chapter 255-2 (b)(6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the County Vehicle Standard; and be it further

8th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, 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 ("NYCRR") 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. 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:

HSV# 15-2016

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1283

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

ACCERPTING AND APPROPRIATING 50% STATE GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION IN THE AMOUNT OF $4,000,000 FOR THE SUFFOLK COUNTY SEPTIC/CESSPOOL UPGRADE PROGRAM ENTERPRISE (SCRUPE) ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF ENVIRONMENTAL QUALITY AND TO EXECUTE GRANT RELATED AGREEMENTS

3. Purpose of Proposed Legislation

SCRUPE funds will be used to address nitrogen and pathogen loadings from sanitary wastewater or other sources for the restoration and protection of Suffolk County's water

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

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

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

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

The $4M grant has a $4M in-kind match. Funding is included in the 2016 Operating Budget.

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

This grant award is for $4M - it will run through 3/31/19.

8. Proposed Source of Funding

ASRF - Northport and Bablyon Projects.

9. Timing of Impact Upon adoption of resolution

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Beth A. Reynolds Assistant Budget Director	Beth A Reynolds	3/16/16

SCIN FORM 175b (10/95)

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

1283

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office

1283

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 1/29/2016
Submitting Department / Agency: Health Services	Location: Office of Ecology	
Contact Person in Department / Agency Chris Lubicich, PE	Telephone Number 631-852-5815	Grant Application Due Date NA

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

I. Background Information

1. Grant Title

Suffolk County Septic/Cesspool Wastewater Treatment Upgrade Program Enterprise ("SCUPE")

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)

New York State Department of Environmental Conservation

3. Grant / Contract Status (Check One Box)

_X_ A. New Program Application
___ B. Renewal Application
___ C. Supplemental (Specify)
___ D. Extension of Funding Period
___ E. Contract

4. General Purpose of Grant / Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)

To establish a programmatic infrastructure to address nitrogen and pathogen loadings from sanitary wastewater or other sources for the restoration and protection of Suffolk County's water resources as part of the Reclaim Our Waters initiative. See attached work plan.

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

Department of Health Services, Department of Economic Development and Planning, Department of Public Works

II. BUDGET INFORMATION

1. Term of Contract From: 4/1/2014 To: 3/31/2019

2. Financial Assistance Requested

Source	*First Funding Cycle*		*Second Funding Cycle*		*Third Funding Cycle*	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	$ -	0.0%				
State	$ 4,000,000	50.0%				
Private	$ -	0.0%				
County	$ 4,000,000	50.0%				
Total	$ 8,000,000	100.0%				

1283

3. Explanation of Requested County Financial Assistance

Category	Total Requested	Personnel Costs Requested	Non-Personnel Costs Requested
TOTAL COUNTY SHARE	$ 4,000,000.00	$ -	$ 4,000,000.00
A. Cash Contribution			
B. In-Kind Contribution	$ 4,000,000.00	$ -	$ 4,000,000.00

4. Total Number of New Positions Requested

4

5. Can This program be Refunded by the Proposed Non-County Sources?

Yes No X

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

None

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

The SCUPE program would continue, however, the scope of the program would need to be reduced and funding allocated for individual task elements would need to be reorganized to accommodate the reduced scope and funding. It is expected that layoffs will be avoided through absorption of positions into the County operating budget (e.g., through foreseeable retirements and other attrition) and through the generation of additional revenue (e.g., through mechanics such as water use surcharges, permit fees, etc.) associated with the establishment of a County-wide Wastewater Management District (WMD) and accompanying Responsible Management Entity (RME).

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

See attached sheet

III. COUNTY EXECUTIVE'S OFFICE REVIEW

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

4. Comments

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

8. Comments

SCIN FORM 164

1283

GRANT BUDGET ANALYSIS COUNTY BUDGET YEAR 2016

Category	Appropriation Number Grantor Funds	Appropriation Number County Funds	Appropriation Number In-Kind Contribution	Remarks
PERSONAL SERVICES:	$987,731.40		$0.00	
1100 Permanent Salaries	$512,399.00		$0.00	
1110 Interim Salaries	$475,332.40			
1120 Overtime Salaries				
EQUIPMENT:	$80,000.00		$0.00	
2010 Furniture				
2020 Office Machines				
2040 Trucks, Trailers and Jeeps	80,000.00		0.00	Two County Vehicles for Inspections.
SUPPLIES, MATERIALS, OTHER	$0.00		$0.00	
3010 Office Supplies				
3020 Postage				
3040 Printing				
3070 Memberships & Subscrip.				
3100 Instructional Supplies				
3160 Computer Software				
3370 Medical, Dental, Lab Supp.				
3500 Other Unclassified				
3510 Rent: Business Machines				
3680 Repairs, Special Equip				
UTILITIES:	$0.00		$0.00	
4010 Telephone & Telegraph				
TRAVEL:	$0.00		$0.00	
4330 Travel Employee Contracts				
4340 Travel Other Contracts				

GRANT BUDGET ANALYSIS COUNTY BUDGET YEAR 2016

Category	*Appropriation Number Grantor Funds*	*Appropriation Number County Funds*	*Appropriation Number In-Kind Contribution*	*Remarks*
FEES FOR SERVICES:	$2,461,513.50		$4,000,000.00	
4560: Fees for Services, Non-Employees	2,161,993.50		$4,000,000.00	-see attached list for fund source
4770: Special Services	299,520.00			
Voluntary I/A OWTS Incentives				
CONTRACTED SERVICES (List)	$0.00		$0.00	
4980 Contracted Agencies				
EMPLOYEE BENEFITS:	$470,755.10		$0.00	
8280 Retirement	168,902.07		0.00	
8300 Insurance: Worker's Compensation	0.00			
8330 Social Security	75,561.45		0.00	
8360 Health Insurance	200,369.89		0.00	
8380 Dental Insurance	25,921.69		0.00	
OTHER: (List Source & Brief Explanation)	$0.00		$0.00	
Conference Attendance				
Media/advertisement				

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

Signature of Project Director

DETAIL LISTING OF PERSONAL SERVICES

					Source of Funding by %			
Title of Position	***Grade***	***Step***	***Salary***	***Employee Name***	***Grantor***	***County***	***In-Kind***	***Remarks***
Assistant Public Health Engineer Trainee	19	*1*	$124,526.35	TBD	100.00%			funding period ***7/1/16*** to 3/31/19
Public Health Sanitarian Trainee	16	*1*	$119,927.77	TBD	100.00%			funding period 4/1/16 to 3/31/19
Public Health Sanitarian Trainee	16	*1*	$119,927.77	TBD	100.00%			funding period 4/1/16 to 3/31/19
Contracts Management Analyst	23	1	$148,017.11	TBD	100.00%			funding period ***7/1/16*** to 3/31/19
Associate Sanitarian (Enforcement)	30	12	$353,777.18	Walter Petrule	10.12%			funding period 4/1/16 to 3/31/19
Associate Public Health Engineer Program Dev	32	*8*	$346,988.46	Ken Zegel, PE	50.00%			funding period 4/1/16 to 3/31/19
Environmental Projects Coordinator	28	*5*	$266,023.54	Justin Jobin	100.00%			funding period 4/1/16 to 3/31/19

SCUPE Subcontractors List

Subcontractor Need	Object Code	Total Value	Funding Source	Status
Subwatersheds Wastewater Plan Preparation	4560	$ 661,993.50	Grant	In RFP process - TBD
Generic Environmental Impact Statement	4560	$ 500,000.00	Grant	In RFP process - TBD
Septic Software and File Digitization	4560	$ 1,000,000.00	Grant	RFP in preparation - TBD
Village of Northport Sewer Project	4980	$ 3,000,000	Match - ASRF 1/4% Sales Tax Fund (Sewer Infrastructure Committee) - Resolution 866-2013	Contract executed
Town of Babylon Geiger Lake Park Sewer Expansion	4980	$ 1,000,000	Match - ASRF 1/4% Sales Tax Fund (Sewer Infrastructure Committee) - Resolution 866-2013	Contract executed

Intro. Reso. No. 1284-16 Laid on Table 3/22/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $17,548 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA), FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE DEA LONG ISLAND TASK FORCE WITH 79.14% SUPPORT.

WHEREAS, the United States Department of Justice, Drug Enforcement Administration (DEA), has made $35,096 in funding available to Suffolk County for the participation of the Suffolk County Police Department in the DEA Long Island Task Force; and

WHEREAS, $17,548 of this funding was appropriated by Adopted Resolution No. 1124-2015 for the participation of one Suffolk County Police Detective on the DEA Long Island Task Force; and

WHEREAS, the DEA has requested that an additional Suffolk County Police Detective be assigned to the Task Force, for a total participation of two Detectives; and

WHEREAS, the DEA will provide additional reimbursement in the amount of $17, 548 for the participation of the second Detective resulting in a total remuneration of $35,096 for the participation of both Detectives; and

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

WHEREAS, the operational period of the Program is from September 30, 2015 through September 29, 2016; and

WHEREAS, said reimbursement funds have not been included in the 2016 Suffolk County Operating Budget; now, therefore, be it

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

DEA Long Island Task Force FFY16 - $17,548

REVENUES:

Fund	Department	Unit	Revenue Code	Amount
001	POL	3744	4379	17,548

ORGANIZATIONS:

Police Department (POL)
DEA Long Island Task Force FFY16
001-POL-3744 - $17,548

1000-PERSONAL SERVICES: $17,548

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	POL	DEG	3744	1120	0000	Overtime	17,548

and be it further

2nd **RESOLVED**, that the non-reimbursable fringe benefits of approximately $4,624 associated with the overtime salaries for this program are included in the 2016 Suffolk County Operating Budget; and be it further

3rd **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk county Code, 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 ("NYCRR") 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. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notice of determination of non-applicability or non-significance in accordance with this resolution; and be it further

4th **RESOLVED**, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of Justice, Drug Enforcement Administration.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County
Date of Approval:

1284

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title Of Bill: Accepting and appropriating federal funding in the amount of $17,548 from the United States Department of Justice, Drug Enforcement Administration (DEA), for the Suffolk County Police Department's participation in the DEA Long Island Task Force with 79.14% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept an additional $17,548 in funding from the United States Department of Justice, Drug Enforcement Administration for a total of $35,096 to support the participation of the Suffolk County Police Department in the DEA Long Island Task Force. An initial $17,548 was appropriated by Adopted Resolution No. 1124-2015 for the participation of one Suffolk County Police Detective in the Task Force.

SUMMARY OF SPECIFIC PROVISIONS: The Drug Enforcement Administration has allocated an additional $17,548 to the Suffolk County Police Department to support its involvement in the DEA's Long Island Task Force. The additional funding will allow the participation of two Suffolk County Police Detectives in the Task Force.

JUSTIFICATION: The Suffolk County Police Department participates in the DEA Long Island Task Force. In order to facilitate the Suffolk County Police Department's participation, the DEA provides reimbursement funding to assist with costs incurred.

FISCAL IMPLICATIONS: Non-reimbursable employee benefit costs of approximately $4,624 will be incurred through September 29, 2016. Additional costs will only be incurred if the program receives additional funding in subsequent years.

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk	DATE 2/11/2016 1284

Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980	
Contact Person In Department/Agency Susan C. Krause Grants Analyst	Telephone Number 852-6601	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title: DEA Long Island Task Force FFY16

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Continuing Appropriations Act, 2016, Public Law 114-53, U. S. Department of Justice, Administered by the Drug Enforcement Administration

3. Grant/Contract Status (Check One Box)
A. ___New Program Application
B. _ _Renewal Application
C. _X__ Supplemental (Specify) _An additional $17,548 has been allocated to support the participation of an additional Detective on the Task Force. An initial award of $17,548 was appropriated by Adopted Resolution No. 1124-2015
D. ___Extension of Funding Period
E. _ _Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
This funding will provide reimbursement for the Suffolk County Police Department's participation in the Long Island Task Force, a program designed to provide assistance to the DEA regarding the investigation and apprehension of individuals committing drug related crimes.

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

II. BUDGET INFORMATION

1. Term of Contract From: 9/30/15 To: 09/29/16

2. Financial Assistance Requested

SOURCE	*SEVENTH FUNDING CYCLE*		*EIGHTH FUNDING CYCLE*		*EIGHTH FUNDING CYCLE Supplemental*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$17,375	77.55%	$17,548	79.14%	$17,548	79.14%
State	$		$		$	
Private	$		$		$	
County	$5,030	22.45%	$4,624	20.86%	$4,624	20.86%
Total	$22,405	100%	$22,172	100%	$22,172	100%

1284

3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$4,624	$	$4,624
A. Cash Contribution	$4,624	$	$4,624
B. In-Kind Contribution	$	$	$

4. Total Number of New Positions Requested 0

5. Can This Program Be Refunded by the Proposed Non-County Sources?

X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved _____ Disapproved	2. Signature of Coordinator	3. Date
4. Comments			
5. Budget Office Review:	Approved _____ Disapproved	6. Signature of Budget Director	7. Date
8. Comments			

GRANT BUDGET ANALYSIS COUNTY BUDGET YEAR 2016

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES:	**17,548**			
1100 Permanent Salaries				
1110 Interim Salaries				
1120 Overtime Salaries	17,548			
2000 EQUIPMENT:				
2010 Furniture & Fixtures				
2020 Office Machines				
2030 Automobiles & Motorcycles				
2070 Cameras and Photographic				
2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS:				
3010 Office Supplies				
3020 Postage				
3030 Photostat, Photograph, Blueprint				
3040 Printing				
3160 Computer Software				
3500 Other Unclassified				
3680 Repairs: Special Equipment				
4000 UTILITIES:				
4010 Telephone & Telegraph				
4300 TRAVEL:				
4310 Employee Misc - Expenses				
4330 Travel Employee Contracts				
4340 Travel Other Contracts				

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2016			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		**4,624** 4,369 255		Fringe benefits are not reimbursable under this funding program
OTHER (List Source & Brief Explanation)				

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

SCIN Form 164D (10-80)

DETAIL LISTING OF 1000 ACCOUNT PERSONAL SERVICES

TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %		
				GRANTOR	COUNTY	IN-KIND
Detective	4	$115.56/HR OT	Various	100%		

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SCIN Form 164D (10-80)

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STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $17,548 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA), FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE DEA LONG ISLAND TASK FORCE WITH 79.14% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

The resolution provides $17,548 for participation in the DEA Long Island Force FFY16 and will incur approximately $4,624 in fringe benefits costs through 9/29/16.

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

The funds provided by this grant must be expended between September 30, 2015 and September 29, 2016.

8. Proposed Source of Funding

Non-reimbursable fringe benefits of approximately $4,624 associated with the overtime salaries for this program are included in the 2016 Suffolk County Operating Budget.

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan C. Krause Grants Analyst	SCK	2-17-16

3/15/16

DEA

1284

ADDENDUM to State and Local Task Force Agreement between LONG ISLAND DISTRICT OFFICE AND SUFFOLK COUNTY POLICE DEPARTMENT

This agreement is an addendum to the Agreement dated September 30, 2015, between the United States Department of Justice, Drug Enforcement Administration (DEA) and the Suffolk County Police Department (SCPD). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

1. The Agreement shall be effective from September 30, 2015 until September 29, 2016.

2. Except as modified by this addendum, the State and Local Task Force Agreement between DEA and the SCPD shall remain in full force and effect.

MODIFICATION:

1. To accomplish the objectives of the Long Island Task Force, the SCPD agrees to detail **two (2)** experienced officers to the Long Island Task Force for a period of not less than two years. During this period of assignment, the SCPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

For the Drug Enforcement Administration:

Date: 1/28/16

James J. Hunt
Special Agent in Charge
New York Division

For the Suffolk County Police Department:

Date: 2/1/16

Timothy Sini
Acting Commissioner

1284

ROUTING AND TRANSMITTAL SLIP

Date
01-15-2016

TO: (Name, office symbol, room number, building, Agency/Post)	Initials	Date
1. SAC Hunt		
2. Associate SAC Plummer		
3.		
4.		
5.		

☐ Action	☐ File	☐ Note and Return
☑ Approval	☐ For Clearance	☐ Per Conversation
☐ As Requested	☐ For Correction	☐ Prepare Reply
☐ Circulate	☐ For Your Information	☐ See Me
☐ Comment	☐ Investigate	☑ Signature
☐ Coordination	☐ Justify	☐

REMARKS

Per Acting ASAC Cheek, Suffolk County PD is agreeing to send a 2nd detective to the Long Island Task Force. This addition requires an amendment to the MOU to increase from 1 to 2 TFOs.

DO NOT use this form as a RECORD of approvals, concurrences, disposals, clearances, and similar actions

FROM: (Name, org. symbol, Agency/Post)	Room No. Bldg.
Tara Hurley Division Counsel	Phone No. 212-337-1533

5041-103

OPTIONAL FORM 41 (Rev. 1-94)
Prescribed by GSA

1284

LONG ISLAND DISTRICT OFFICE AND SUFFOLK COUNTY POLICE DEPARTMENT

STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 30th day of September, 2015, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA") and the Suffolk County Police Department (hereinafter "SCPD").

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Long Island area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Long Island, the parties hereto agree to the following:

1. The Long Island Task Force will perform the activities and duties described below:

a. Disrupt the illicit drug traffic in the Long Island area by immobilizing target violators and trafficking organizations;

b. Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of New York.

2. To accomplish the objectives of the Long Island Task Force, the SCPD agrees to detail one (1) experienced Officer to the Long Island Task Force for a period of not less than two (2) years. During this period of assignment, the SCPD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force. Nothing herein shall be construed to limit the Suffolk County Police Commissioner from exercising disciplinary control over members of the department assigned to the task force for acts committed while on the task force.

3. The SCPD Officer assigned to the Task Force shall adhere to DEA polices and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The SCPD Officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.

5. To accomplish the objectives of the Long Island Task Force, DEA will assign eight (8) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the SCPD officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, including the use of credit cards for gasoline, oil, oil filters, minor repairs and incidental towing and storage charges, funds for the purchase of evidence and information, investigative equipment, training, and other support items. In lieu of DEA providing an official government vehicle for the SCPD Task Force Officer, SCPD agrees to provide a vehicle for their officer so that the officer can perform his/her investigative duties.

6. During the period of assignment to the Long Island Task Force, the SCPD will remain responsible for establishing the salary and benefits, including overtime, of the SCPD Officer assigned to the Task Force, and for making all payments due the officer. DEA will, subject to availability of funds, reimburse the SCPD for overtime payments made by it to the SCPD Officer assigned to the Long Island Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, Federal employee (currently $17,548.00), per officer, per year. Note: Task Force Officers' overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."

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

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

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

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

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

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

13. The term of this agreement shall be effective from the date specified in the opening paragraph until September 29, 2016. This agreement may be terminated by either party on 30 days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by SCPD during the term of this agreement.

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14. DEA acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including Task Force Officers duly sworn pursuant to 21 U.S.C. Section 878, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act.

For the Drug Enforcement Administration:

James J. Hunt
Special Agent in Charge

Date: 9/21/15

For the Suffolk County Police Department:

Edward Webber
Commissioner

Date: 9/30/15

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

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CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete, and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug- free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

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Check ☒ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☒ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:
   Suffolk County Police Department
   30 Yaphank Avenue
   Yaphank, New York 11980

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

   Edward Webber, Commissioner Suffolk County Police Department

5. Signature

   Edward Webber

6. Date

   9/3/15

COUNTY OF SUFFOLK

1284

STEVEN BELLONE
COUNTY EXECUTIVE

TIMOTHY D. SINI
POLICE COMMISSIONER

POLICE DEPARTMENT MEMORANDUM

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

FROM: **Robert G. Cassagne, Chief of Support Services**

DATE: **February 11, 2016**

SUBJECT: **Resolution Packets & SCIN Forms for DEA sponsored Long Island Task Force FFY16 – Supplemental Award**

Attached please find the following for the DEA Long Island Task Force FFY 16 Supplemental Award:

1. Draft Resolution
2. Memorandum of Support
3. SCIN Forms
4. Request for Introduction of Legislation
5. Financial Impact Statement
6. Copy of the agreement between the DEA and the Suffolk County Police Department
7. Copy of the addendum to the agreement between the DEA and the Suffolk County Police Department
8. Copy of Adopted Resolution No. 1124-2015

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW.

This legislation will allow the County to accept an additional amount of $17,548 in Federal funding pursuant to the DEA Long Island Task Force Agreement. This funding, in addition to an initial amount of $17,548 appropriated by Adopted Resolution No. 1124-2015, will allow two Suffolk County Police Detectives to participate in the Task Force. The Task Force addresses narcotics trafficking and seeks to disrupt the illicit drug traffic in the Long Island area through undercover operations and enhanced investigations.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601

Thank you, as always, for your assistance with this project.

RC/sck
Att.

Intro. Reso. No. 1285-16 **Laid on Table** 3/22/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $50,000 IN FEDERAL PASS-THROUGH FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE CRITICAL INFRASTRUCTURE GRANT PROGRAM WITH 100% SUPPORT.

WHEREAS, the New York State Division of Homeland Security and Emergency Services has made $50,000 in Federal pass-through funds from the 2015 State Homeland Security Grant Program (SHSP) available to Suffolk County for the Critical Infrastructure Grant Program 2015 to be administered by the Suffolk County Police Department; and

WHEREAS, this program is designed to protect, prevent and deter, terrorist attacks on Critical Infrastructure sites; and

WHEREAS, funding will allow for the purchase and installation of an Access Control System at each of the seven Suffolk County Police Department Precincts; and

WHEREAS, the operational period of the Program will be from December 7, 2015 through August 31, 2018; and

WHEREAS, said grant funds have not been included in the 2016 Suffolk County Operating Budget; now, therefore, be it

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

Critical Infrastructure Grant Program 2015 - $50,000

REVENUES:

Fund	Department	Unit	Revenue Code	Amount
115	POL	3757	4228	50,000

ORGANIZATIONS:

Police Department (POL)
Critical Infrastructure Grant Program 2015
115-POL-3757 - $50,000

2000 – EQUIPMENT - $50,000

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
115	POL	DEG	3757	2500	0000	Other Equipment	50,000

and be it further

2nd **RESOLVED,** that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk county Code, 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 ("NYCRR") 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. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution; and be it further

3rd **RESOLVED**, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Division of Homeland Security and Emergency Services.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

OFFICE OF THE POLICE COMMISSIONER

TIMOTHY D. SINI
POLICE COMMISSIONER

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

FROM: **Robert G. Cassagne, Chief of Support Services** MG

DATE: **February 19, 2016**

SUBJECT: **Resolution Packets & SCIN Forms for The Critical Infrastructure Grant Program 2015 DHSES #WM15152859**

Attached please find the following for the New York State Division of Homeland Security and Emergency Services (DHSES) sponsored Critical Infrastructure Grant Program 2015:

- Draft Grant Resolution
- Memorandum of Support
- Grant SCIN Forms
- Request for Introduction of Legislation
- Financial Impact Statement
- Copy of the proposed contract between Suffolk County and the New York State Division of Homeland Security and Emergency Services

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW. The original grant contract will be submitted to your office upon approval of the resolution.

This program is designed to protect, prevent and deter, terrorist attacks aimed at Critical Infrastructure sites. The instant legislation will allow the County to accept Federal pass-through funding in the amount of $50,000 for the purchase and installation of an Access Control System at each of the seven Suffolk County Police Department Precincts thus enhancing security at those locations.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042, or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you for your assistance with this project.

RC/sck
Att.

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2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating a grant in the amount of $50,000 in Federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the Critical Infrastructure Grant Program 2015 with 100% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $50,000 in grant funding to support the purchase of specialized equipment designed to enhance security at the seven Suffolk County Police Department Precincts.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept pass-through Federal funding in the amount of $50,000 to be used to enhance security at the seven Suffolk County Police Department Precincts through the purchase and installation of Access Control Systems at each location.

JUSTIFICATION: The Police Department is critical to maintaining a safe environment for all persons in Suffolk County. The seven Precincts function as the center of routine patrol and investigative activity including response to 911 calls, routine sector patrol, and community response and gang units.

FISCAL IMPLICATIONS: The resolution provides $50,000 for the purchase of specialized equipment to enhance the security at all seven of the Suffolk County Police Department's Precincts. The program is 100% funded by the NYS Division of Homeland Security and Emergency Services. No match is required.

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk	DATE 2/18/2016

Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank	
Contact Person In Department/Agency Susan C. Krause Grants Analyst	Telephone Number 852-6601	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title: **Critical Infrastructure Grant Program 2015**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) The Homeland Security Act of 2002, Public Law 107-296; Continuing Appropriations Act of 2015, Public Law 114-4, administered by the New York State Division of Homeland Security and Emergency Services.

3. Grant/Contract Status (Check One Box)
A. _X___New Program Application
B. __Renewal Application
C. ___Supplemental (Specify) _____
D. ___Extension of Funding Period
E. ___Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.).
Grant funding will allow the Suffolk County Police Department to purchase and install Access Control Systems at each of the seven SCPD Precincts to enhance security at those locations.

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

II. BUDGET INFORMATION

1. Term of Contract From: 12/7/2015 To: 08/31/2018

2. Financial Assistance Requested

SOURCE	*FIRST FUNDING CYCLE*		*SECOND FUNDING CYCLE*		*THIRD FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$50,000	100%	$	%	$	%
State	$	%	$	%	$	%
Private	$	%	$	%	$	%
County	$	%	$	%	$	%
Total	$50,000	100%	$	%	$	%

3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$ None	$	$
A. Cash Contribution	$	$	$
B. In-Kind Contribution	$	$	$

4. Total Number of New Positions Requested 0

5. Can This Program Be Refunded by the Proposed Non-County Sources?

X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

III. COUNTY EXECUTIVE'S OFFICE REVIEW

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

4. Comments

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

8. Comments

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2016			Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES: 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries				
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2040 Trucks, Trailers and Jeeps 2070 Cameras and Photographic 2090 Radio and Communication 2500 Other Equip Not Otherwise	**50,000** 50,000			
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3120 Small Tools & Automotive Maintenance 3160 Computer Software 3190 Tools & Implements 3330 Food 3500 Other Unclassified 3680 Repairs: Special Equipment 3390 Policeman Supplies	-			
4000 UTILITIES: 4010 Telephone & Telegraph 4015 Cellular Communications 4210 Computer Services				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2016			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees 4770 Special Services				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance				
OTHER (List Source & Brief Explanation)				

SCIN Form 164D (10-80)

DETAIL LISTING OF 1000 ACCOUNT			PERSONAL SERVICES				Page 3 of 3
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %			
				GRANTOR	COUNTY	IN-KIND	
None							

SCIN Form 164D (10-80)

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

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

Submitting Department (Dept. Name & Location)	Department Contact Person (Name & Phone No.)
Suffolk County Police Department 30 Yaphank Avenue, Yaphank, NY 11980	Susan C. Krause, Grants Analyst (631) 852-6601

Resolution Involves:

____ Technical Amendment

__X__ Grant Award

____ New Program

____ Contract (New__ Rev.__)

Explanation of Proposed Resolution

Accepting and appropriating a grant in the amount of $50,000 from the New York State Division of Homeland Security and Emergency Services for the Critical Infrastructure Grant Program 2015 in Suffolk County with 100% support.

Summary of Resolution Benefits

Acceptance of these grant funds will enable the Suffolk County Police Department to purchase specialized equipment designed to enhance the security of all seven of the SCPD Precincts.

SCIN FORM NO. 175a (1/97) Prior editions of this form are obsolete.

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $50,000 IN FEDERAL PASS-THROUGH FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE CRITICAL INFRASTRUCTURE GRANT PROGRAM WITH 100% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

The resolution provides $50,000 for the purchase of specialized equipment that will allow for enhanced security measures at each of the Suffolk County Police Department's seven Precincts.

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

The funds provided by this grant must be expended between December 7, 2015 and August 31, 2018.

8. Proposed Source of Funding

The project is funded at 100% by the New York State Division of Homeland Security and Emergency Services. No match is required.

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan C. Krause Grants Analyst		2-18-16

NEW YORK STATE | Homeland Security and Emergency Services

ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

December 7, 2015

Mr. Dennis M. Cohen
Chief Deputy Suffolk County Executive
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788

Dear Mr. Cohen:

I am pleased to announce that the NYS Division of Homeland Security and Emergency Services (DHSES) is awarding Suffolk County $50,000, under the FY2015 Critical Infrastructure Grant Program (CIGP), for the Suffolk County Police Department's precinct buildings. 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 9, 2015 through August 31, 2018.

A representative from the 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 Ms. Shelley Wahrlich at (518) 402-2123.

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

Sincerely,

John P. Melville
Commissioner

cc: Ms. Sarah Furey, Suffolk County Police Department

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: T152859 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788	TYPE OF PROGRAMS: WM2015 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM15152859
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809 DUN & BRADSTREET NO: 065949190	INITIAL CONTRACT PERIOD: FROM 12/07/2015 TO 08/31/2018 FUNDING AMOUNT FOR INITIAL PERIOD: $50,000.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: N/A (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT __ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions __ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) __ DHSES-55 Budget Amendment/Grant Extension Request __ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

NYS Division of Homeland Security and Emergency Services

BY: , Date:

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

GRANTEE:

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

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

Award Contract **SHSP**

Project No.	**Grantee Name**	
CI15-1027-E00	Suffolk County	01/29/2016

Award Contract **SHSP**

Project No.	**Grantee Name**	
CI15-1027-E00	Suffolk County	01/29/2016

Award Contract **SHSP**

Project No.	**Grantee Name**	
CI15-1027-E00	Suffolk County	01/29/2016

Award Contract **SHSP**

Project No. CI15-1027-E00

Grantee Name Suffolk County

01/29/2016

Budget Summary by Participant

Suffolk County - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Access Control System for SCPD Precincts 4 & 6 (Expenditures are prohibited pending EHP approval if not mobile or portable)	14SW-01-PACS	2	$8,400.00	$16,800.00	$16,800.00	$0.00
2	Access Control System for SCPD Precincts 1,2,3,5 & 7 (Expenditures are prohibited pending EHP approval if not mobile or portable)	14SW-01-PACS	5	$6,640.00	$33,200.00	$33,200.00	$0.00
Total					$50,000.00	$50,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$50,000.00	$50,000.00	$0.00

Suffolk County Police Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$50,000.00	$50,000.00	$0.00

Award Contract **SHSP**

Project No.	**Grantee Name**	
CI15-1027-E00	Suffolk County	01/29/2016

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

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. Contractor shall provide complete and accurate vouchers to DHSES 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 Contractor 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 Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any 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 Contractor 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 Contractor. 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 Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors 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 Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor 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 Contractor 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, Paragraph 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, Paragraph 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 Contractor'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 Contractor 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 Contractor may be required to submit a final budget reallocation.

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

2. The Contractor 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. 07/2015

Certified by - on

Award Contract **SHSP**

Project No.	**Grantee Name**	
CI15-1027-E00	Suffolk County	01/29/2016

Work Plan

Goal

Prevent terrorist attacks and mitigate against man-made and natural hazards; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from both man-made and natural disasters.

Objective #1

G & T Workplan Code - 12. Assess vulnerability of and/or harden/protect critical infrastructure and key assets.

Investment Justification - Critical Infrastructure Protection

Target Capability
Primary - Critical Infrastructure Protection

To assess vulnerability of and/or harden/protect critical infrastructure and key assets (2.5).

Task #1 for Objective #1

Purchase allowable physical security/access control equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced the hardening/protection of critical infrastructure and key assets capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.

Award Contract **SHSP**

Project No.	**Grantee Name**	
CI15-1027-E00	Suffolk County	01/29/2016

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

APPENDIX A-1

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' or 'Subrecipient') 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[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.

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. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

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. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

L. Notice:

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

a. by certified or registered United States mail, return receipt requested;

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

2. Notices to the State shall be addressed to the Program Office.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

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

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

M. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of DHSES and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due

to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

R. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[2]

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

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

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

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

e. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs

already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

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

2. Notice of Termination:

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

i. personal messenger service; or

ii. certified mail, return receipt requested and first class mail.

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

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

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

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

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

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

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

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

a. the repayment to the State of any monies previously paid to the Contractor; or

b. the return of any real property or equipment purchased under the terms of the Contract; or

c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

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

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

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

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

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

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

B. Advance Payment and Recoupment:

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

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

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

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall

be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

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

C. Claims for Reimbursement:

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

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

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

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

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

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

d. Milestone/Performance Reimbursement:[3] 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:[4] 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:[5] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:[6] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:[7] 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.

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. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has

received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, 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. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, 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, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, 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 2 CFR Part 200. 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, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section 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:[8] 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 work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
https://ny.newnycontracts.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.

S. 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. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. 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(S)(7)

(d) or (e) herein must make all procurements as noted below:

i. If the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

g. 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.

h. 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.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. 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.

i. 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.

j. 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.

i. 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.

ii. 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.

iii. 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.

iv. 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.

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. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. 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 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) 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 $500 per federal fiscal year 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.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program 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.

G. 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.'

H. 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. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

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

1. Consistent with 2 CFR §200.321, 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 must 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, as appropriate, of such organizations as 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 (e) of this section.

J. 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.

K. 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.

L. 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=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&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 https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

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.

M. 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.

N. 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.'

O. 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.

P. 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.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. 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.

4. 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.

5. 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.

6. 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] To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

[2] 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.

[3] 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.

[4] Fee for Service is a rate established by the Contractor for a service or services rendered.

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

[6] 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.

[7] Fifth Quarter Payments occur 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.

[8] Not applicable to not-for-profit entities

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Certified by - on

Award Contract **SHSP**

Project No.	**Grantee Name**	
CI15-1027-E00	Suffolk County	01/29/2016

Special Conditions

I. ALL GRANT FUNDS:
Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at http://www.fema.gov/preparedness-non-disaster-grants.

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2014-2016 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the 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. Subrecipients 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) (http://www.fema.gov/media-library/assets/documents/101566).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment 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 in advance to DHSES for written 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. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Law Enforcement Requirements

1. Subrecipients 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, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients 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. Subrecipients 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 subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients 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. Subrecipients 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, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient 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/eph.cfm.

G. Equipment Maintenance Requirements

1. Subrecipients 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, subrecipients must arrange for DHSES specified subrecipient 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 subrecipient 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 subrecipient 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. Subrecipient 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. Subrecipients 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 subrecipient to ensure that it is effective.

4. All subrecipients 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 subrecipient ; and (2) the status of any corresponding subrecipient 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 subrecipients 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.

Intro. Reso. No. 1286-16 Laid on Table 3/22/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $15,000 FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE, OFFICE OF INSPECTOR GENERAL, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN FRAUD INVESTIGATIONS INVOLVING THE SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) WITH 79.14% SUPPORT.

WHEREAS, the United States Department of Agriculture, Office of Inspector General, has made $15,000 in Federal funding available to Suffolk County for the participation of the Suffolk County Police Department (SCPD) in the U.S. Department of Agriculture's investigations into Supplemental Nutrition Assistance Program (SNAP) fraud; and

WHEREAS, said project involves SCPD participation with the Department of Agriculture in an operation involving investigation of Supplemental Nutrition Assistance Program (SNAP) fraud and related violations of law; and

WHEREAS, the operational period of the project is from January 7, 2016 through September 30, 2016; and

WHEREAS, said reimbursement funds have not been included in the 2016 Suffolk County Operating Budget; now, therefore be it

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

SNAP Fraud FFY16 - $15,000

REVENUES:

Fund	Department	Unit	Revenue Code	Amount
001	POL	3758	4380	15,000

ORGANIZATIONS:

Police Department (POL)
SNAP Fraud FFY16
001-POL-3758 - $15,000

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	POL	DEG	3758	1120	0000	Overtime	15,000

and be it further

2nd **RESOLVED**, that the non-reimbursable fringe benefits of approximately $3,953 associated with the overtime salaries for this program are included in the 2016 Suffolk County Operating Budget; and be it further

3rd **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk county Code, 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 ("NYCRR") 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. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution; and be it further

4th **RESOLVED**, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of Agriculture, Office of Inspector General.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1286

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating Federal Funding in the amount of $15,000 from the United States Department of Agriculture, Office of Inspector General, for the Suffolk County Police Department's participation in fraud investigations involving the Supplemental Nutrition Assistance Program (SNAP) with 79.14% support.

PURPOSE OR GENERAL IDEA OF BILL: To continue SCPD participation in an ongoing joint investigation program in conjunction with the Department of Agriculture, Office of the Inspector General with $15,000 in reimbursement.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the Suffolk County Police Department to receive reimbursement for its participation in the joint law enforcement initiative to identify and locate individuals and businesses involved in SNAP fraud and related violations of law.

JUSTIFICATION: The Suffolk County Police Department engages in joint operations with several Federal Agencies. These programs enable the SCPD to enhance its enforcement activities through the receipt of resources over and above those supplied by the County budget. This program is a continuation of investigation and intelligence gathering regarding SNAP fraud, dealing in proceeds of unlawful activity and related violations of law, originally begun in 2008.

FISCAL IMPLICATIONS: Non-reimbursable employee fringe benefit costs of approximately $3,953 will be incurred through September 30, 2016. Additional costs will only be incurred if the program receives additional funding in subsequent years.

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 2/24/16
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980	
Contact Person In Department/Agency Susan C. Krause Grants Analyst	Telephone Number 852-6601	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title: Supplemental Nutrition Assistance Program (SNAP) Fraud FFY2016

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Civil Asset Forfeiture Reform Act (CAFRA), 18 U.S.C 981(e)(2); The Controlled Substances Act, 21 U.S.C 881(e) administered by the U. S. Department of Agriculture, The Office of the Inspector General

3. Grant/Contract Status (Check One Box)
A. ___New Program Application
B. _X _Renewal Application
C. ___Supplemental (Specify) _____
D. ___Extension of Funding Period
E. _ __Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
This funding will provide reimbursement for the Suffolk County Police Department's participation in Department of Agriculture investigations into Supplemental Nutrition Assistance Program Fraud, dealings in proceeds of unlawful activity, and related violations of law throughout the County of Suffolk.

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

II. BUDGET INFORMATION

1. Term of Contract From: 1/7/16 To: 09/30/16

2. Financial Assistance Requested

SOURCE	*FIFTH FUNDING CYCLE*		*SIXTH FUNDING CYCLE*		*SEVENTH FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$20,000	79.33%	$7,000	79.14%	$15,000	79.14%
State	$		$			
Private	$		$			
County	$5,211	20.67%	$1,845	20.86%	$3,953	20.86%
Total	$25,211	100%	$8,845	100%	$18,953	100%

3. Explanation of Requested County Financial Assistance			
Category	***Total Requested***	***Personnel Costs Requested***	***Non-Personnel Costs Requested***
TOTAL COUNTY SHARE:	$3,953	$	$3,953
A. Cash Contribution	$3,953	$	$3,953
B. In-Kind Contribution	$	$	$

4. Total Number of New Positions Requested 0	5. Can This Program Be Refunded by the Proposed Non-County Sources? X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved _____ Disapproved	2. Signature of Coordinator	3. Date
4. Comments			
5. Budget Office Review:	Approved _____ Disapproved	6. Signature of Budget Director	7. Date
8. Comments			

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2016			Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES:	**15,000**			
1100 Permanent Salaries				
1110 Interim Salaries				
1120 Overtime Salaries	15,000			
2000 EQUIPMENT:				
2010 Furniture & Fixtures				
2020 Office Machines				
2030 Automobiles & Motorcycles				
2070 Cameras and Photographic				
2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS:				
3010 Office Supplies				
3020 Postage				
3030 Photostat, Photograph, Blueprint				
3040 Printing				
3160 Computer Software				
3500 Other Unclassified				
3680 Repairs: Special Equipment				
4000 UTILITIES:				
4010 Telephone & Telegraph				
4300 TRAVEL:				
4310 Employee Misc - Expenses				
4330 Travel Employee Contracts				
4340 Travel Other Contracts				

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2016			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		**3,953** 3,735 218		Fringe benefits are not an allowable cost under this funding program
OTHER (List Source & Brief Explanation)				

SCIN Form 164D (10-80)

DETAIL LISTING OF 1000 ACCOUNT			PERSONAL SERVICES				Page 3 of 3
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %			
				GRANTOR	COUNTY	IN-KIND	
Detective	4	$115.56/HR OT	Various	100%			

SCIN Form 164D (10-80)

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $15,000 FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE, OFFICE OF INSPECTOR GENERAL, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN FRAUD INVESTIGATIONS INVOLVING THE SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) WITH 79.14% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

The resolution provides $15,000 for participation in the U.S. Department of Agriculture's Supplemental Nutrition Assistance Program (SNAP) , un-reimbursable fringe benefits on overtime of $3,953 will be incurred through September 30, 2016.

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

The funds provided by this grant must be expended between January 7, 2016 and September 30, 2016.

8. Proposed Source of Funding

$15,000 will come from the U.S. Department of Agriculture and $3,953 is included in the 2016 County Operating Budget.

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan C. Krause Grants Analyst		2-24-16

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF INSPECTOR GENERAL

COST REIMBURSEMENT AGREEMENT

This Agreement is made between the United States Department of Agriculture, Office of Inspector General (OIG) and the Suffolk County Police Department (SCPD) (tax identification number 11-6000464; NCIC ORI number NY0510100).

WHEREAS, OIG and the SCPD have previously entered into Cost Reimbursement Agreements during Fiscal Years 2013-2015 and are conducting a joint law enforcement operation into alleged Supplemental Nutrition Assistance Program (SNAP) fraud that began in 2013, and the operation is continuing and ongoing. The parties agree to the following:

1. To conduct and participate in a joint law enforcement operation and to:

   a. Cooperate in a comprehensive law enforcement effort to identify and locate individuals and businesses involved in SNAP fraud and related violations of law throughout the State of New York and other States in violation of State and Federal laws including, but not limited to:

      7 U.S.C. § 2024 (SNAP Fraud);
      18 U.S.C. § 371 (Conspiracy);
      18 U.S.C. § 1343 (Wire Fraud);
      18 U.S.C. § 1956 (Money Laundering);
      18 U.S.C. § 1957 (Engaging in Monetary Transactions);
      18 U.S.C. § 1962 (Racketeer Influenced and Corrupt Organization (RICO);
      18 U.S.C. § 2314 (Interstate Shipment of Stolen Goods);
      18 U.S.C. § 2315 (Sale or Receipt of Stolen Goods);
      21 U.S.C. § 841 (Drug Trafficking);
      21 U.S.C. § 846 (Attempt or Conspiracy to Attempt a Controlled Substance Offense);
      N.Y. PENAL LAW § 155.35 (Grand Larceny); and
      N.Y. SOC. SERV. LAW § 147 (Misuse of Food Stamps)

   b. Conduct appropriate law enforcement operations and engage in methods of investigation to effectuate prosecutions before the courts of the United States, the State of New York, and/or other States.

   c. Gather intelligence relating to SNAP fraud, dealing in proceeds of unlawful activity, and related violations of law.

2. To accomplish the objectives of the joint law enforcement operation outlined above, the SCPD agrees to assign experienced officers to the joint activities, as requested by the OIG, Northeast Region, Special Agent-in-Charge (SAC).

3. To accomplish the objectives of the joint law enforcement operation outlined above, OIG agrees to assign at least one Special Agent to the operation and coordinate resources as needed to assist in meeting the goals of the joint task force effort. To that end, OIG will reimburse SCPD for overtime paid to SCPD law enforcement officers that was incurred in support of the operation. With respect to approved funding for this joint law enforcement operation, OIG will obligate in its financial management system an amount equal to the total authorized funding under this Agreement for the joint operation, as specified below in paragraphs four through ten.

4. Subject to the availability of funds from the Department of Justice Assets Forfeiture Fund, OIG will administer the funds to SCPD for reimbursement of paid overtime relating to SCPD law enforcement officers incurred while engaged in the joint law enforcement operation under this Agreement.

5. After SCPD has paid overtime to its law enforcement officers that was incurred while engaged in the operation covered by this Agreement, SCPD will submit a reimbursement request to the regional OIG office on a monthly basis by the 15th of the following month. The reimbursement request must include the following information: FMMI Code 165410R2000706RADOJAJR706AG; and Purchase Order No. 4300227674.

6. Upon receipt, the regional SAC will review the reimbursement request to ensure that the request contains only costs that may be lawfully reimbursed based upon the standards and criteria enunciated in 28 U.S.C. § 524(c)(1)(I). The maximum total amount for authorized reimbursement pursuant to this Agreement is fifteen thousand dollars ($15,000).

7. During the period of the joint law enforcement operation outlined above, the SCPD will remain responsible for the payment of costs incurred by SCPD personnel.

8. All overtime reimbursements from all federally-provided sources for each individual State or local officer participating in the joint law enforcement operation with the Federal Government shall not exceed 25 percent yearly base pay of a GS-12, Step 1, taken from the general pay scale at the beginning of each Federal Government fiscal year, without any locality pay or other adjustments during the fiscal year. For purposes of this Agreement, "overtime" shall not include any costs for benefits, such as retirement, FICA, or other expenses.

9. In no event will the SCPD charge any indirect costs to OIG for the administration or implementation of this Agreement.

10. More than one law enforcement agency may be involved in the joint law enforcement operation as outlined above. OIG will reimburse funds for expenses incurred in the conduct of the joint law enforcement operation as outlined above only to the entity identified in this Agreement. If more than one State or local law enforcement agency is participating in the joint law enforcement operation, separate reimbursable agreements must be entered into with each law enforcement agency in order to reimburse costs as approved by the Department of Justice Assets Forfeiture Fund.

11. The SCPD shall maintain, on a current basis, complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement, in accordance with generally accepted accounting principles and instructions provided by OIG to facilitate onsite auditing and inspection of such records and accounts.

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

13. The SCPD shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and all requirements imposed by applicable regulations.

14. All final costs must be incurred by September 30, 2016. All requests for payment and supporting documentation must be submitted to the regional SAC no later than October 15, 2016.

15. Billings for all outstanding expenditures must be received by OIG within thirty (30) days of the termination date for the joint law enforcement operation, but no later than October 15, 2016. OIG will only be responsible for the reimbursement of funds for authorized overtime paid relating to SCPD law enforcement officers, as specified by and during the term of this Agreement.

16. This Agreement becomes effective upon the date that the last party signs the Agreement. This Agreement may be terminated by either party with thirty (30) days advance written notice. Any amendments to this Agreement must be in writing and signed by both parties.

17. In the event that OIG's Financial Management Division needs to contact the SCPD for additional financial information in order to process authorized reimbursements pursuant to this Agreement, the SCPD designates the following officials as points of contact:

    William Burke, Detective Lieutenant
    ~~James Hickey, Detective Lieutenant~~
    Commanding Officer, Criminal Intelligence Bureau
    30 Yaphank Avenue
    Yaphank, New York 11980
    631-852-6105 (Office)
    631-852-6547 (Fax)
    james.hickey@suffolkcountyny.gov

Timothy Dillon, Detective Lieutenant
Commanding Officer, Narcotics Section
30 Yaphank Avenue
Yaphank, New York 11980
631-852-6152 (Office)
631-852-6616 (Fax)
Timothy.dillon@suffolkcountyny.gov

Ann M. Coffey 12/8/15
ANN COFFEY Date
Assistant Inspector General
for Investigations
OIG

Stuart Cameron 1/7/16
STUART CAMERON Date
~~Acting~~ Chief of the Department
Suffolk County Police Department

OFFICE OF THE POLICE COMMISSIONER

TIMOTHY D. SINI
POLICE COMMISSIONER

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

FROM: **Deputy Chief Mark Griffiths**
Office of Chief of Support Services
Suffolk County Police Department

MG

DATE: **February 24, 2016**

SUBJECT: **Resolution Packets & SCIN Forms for**
The United States Department of Agriculture Supplemental Nutrition Assistance Program Fraud Investigation
SNAP Fraud FFY16

Attached please find the following for the SNAP Fraud FFY16 reimbursement program:

1. Draft Resolution
2. Memorandum of Support
3 Grant SCIN Forms
4. Request for Introduction of Legislation
5. Financial Impact Statement
6. Copy of the Cost Reimbursement Agreement between the U.S. Department of Agriculture, Office of Inspector General and the Suffolk County Police Department.

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW.

Funding from this program will support the participation of the Suffolk County Police Department in the SNAP Fraud law enforcement investigation operation designed to identify and locate individuals and businesses involved in Supplemental Nutrition Assistance Program (SNAP) Fraud and related violations of law.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you as always for your assistance with this project.

MG/sck

Intro. Reso. No. 1287-16 Laid on Table 3/22/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016 ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $16,000 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, U.S. MARSHALS SERVICE, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE REGIONAL FUGITIVE TASK FORCE WITH 79.15% SUPPORT.

WHEREAS, the United States Department of Justice, U.S. Marshals Service (USMS), has made $16,000 in Federal funding available to Suffolk County for participation of the Suffolk County Police Department in the Regional Fugitive Task Force; and

WHEREAS, the purpose of the USMS Regional Fugitive Task Force is to locate and apprehend federal, state, and local fugitives; and

WHEREAS, the operational period of the program is from October 3, 2015 through September 30, 2016; and

WHEREAS, said reimbursement funds have not been included in the 2016 Suffolk County Operating Budget; now, therefore, be it

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

USMS Regional Fugitive Task Force FFY16 - $16,000

REVENUES:

Fund	Department	Unit	Revenue Code	Amount
001	POL	3755	4382	16,000

ORGANIZATIONS:

Police Department (POL)
USMS Regional Fugitive Task Force FFY16
001-POL-3755 - $16,000

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	POL	DEG	3755	1120	0000	Overtime	16,000

and be it further

2nd **RESOLVED**, that the non-reimbursable fringe benefits of approximately $4,216 associated with the overtime salaries for this program are included in the 2016 Suffolk County Operating Budget; and be it further

3rd **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk county Code, 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 ("NYCRR") 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. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution; and be it further

4th **RESOLVED**, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of Justice, U.S. Marshals Service.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

Suffolk County Police Dept.

REGIONAL FUGITIVE TASK FORCE MEMORANDUM OF UNDERSTANDING

1287

This Memorandum of Understanding (MOU) is entered into by the Suffolk Co. PD and the United States Marshals Service (USMS) pursuant to the Presidential Threat Protection Act of 2000 (Public L. 106-544, Section 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note).

The Presidential Threat Protection Act of 2000 provides that "the Attorney General shall, upon consultation with appropriate Department of Justice and Department of the Treasury law enforcement components, establish permanent Fugitive Apprehension Task Forces consisting of Federal, State, and local law enforcement authorities in designated regions of the United States, to be directed and coordinated by the United States Marshals Service, for the purpose of locating and apprehending fugitives."

Furthermore, pursuant to Public L. 107-77 (and H. R. Conf. Rep. No. 2500, 107th Cong., 1st Sess., at 21-22 (2001)), the USMS was authorized to establish Regional Fugitive Task Forces (RFTF) based in New York and Los Angeles for the purpose of locating and apprehending the most dangerous federal, state, and local fugitives on the eastern and western seaboard.

The purpose of this MOU is to establish the terms and conditions under which the New York RFTF (including task force operations in New Jersey and elsewhere) will operate.

Personnel and Supervision

The RFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Each participating agency agrees to assign at least one full-time law enforcement officer to the task force. Other law enforcement officers may assist with task force operations as necessary.

Direction and coordination of the RFTF shall be the responsibility of the USMS Task Force Chief. Subject to the needs of the RFTF, participating agencies may assign supervisory personnel to serve as group supervisors within the task force. Each group supervisor will be responsible for the operational supervision of a multi-agency group of federal, state, and local law enforcement officers assigned to the task force.

Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

Task Force Advisory Committee

A Task Force Advisory Committee, consisting of representatives of each participating agency, shall meet and confer as necessary to review and address issues concerning the RFTF.

Vehicles and Equipment

Any vehicles, equipment, credentials, or other items issued to task force personnel by the USMS shall remain the property of the USMS at all times, and must be returned to the USMS upon termination of the task force or the departure of any task force personnel.

Any other equipment used by, or assigned to, task force officers will remain the property of the issuing agency, and will be returned to the agency upon termination of the task force or upon agency request.

Pending the availability of funding, each participating agency agrees to furnish one vehicle for use by the task force for each law enforcement officer assigned to the task force (unless a USMS owned or leased vehicle is assigned to the officer). Each agency is responsible for the fuel, maintenance, and other expenses associated with the use of its vehicles.

Pending the availability of funds and equipment, the USMS will issue USMS radios to each task force officer. Each participating agency agrees to provide mobile and/or handheld radio equipment capable of communicating on their law enforcement radio network. Pending the availability of funds, the USMS will furnish cellular telephones to be used for official RFTF business.

Background Investigations and Special Deputation

Personnel assigned to the task force may be required to undergo background investigations in order to be provided access to USMS offices, records, and computer systems. In the event that such background investigations are required by the USMS for state or local personnel, the USMS shall bear the costs associated with those investigations.

Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals.

Records, Reports, and Evidence

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the RFTF shall be retained by the RFTF. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations.

Task force statistics will by maintained in the USMS Warrant Information Network (WIN).

1287

Statistics will be made available to any participating agency upon request.

Referral and Assignment of Cases

Each participating agency agrees to refer cases for investigation by the RFTF. Upon receipt of a written request, the RFTF may also assist non-participating law enforcement agencies in locating and arresting their dangerous fugitives.

Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible.

Each participating agency retains responsibility for the cases they refer to the RFTF.

NCIC Entries

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

Overtime Compensation, Pay, and Benefits

Each agency retains responsibility for all pay and benefits (including overtime) accrued by its personnel assigned to the RFTF. Pending the availability of funds, and the establishment of separate inter-governmental agreements between the USMS and the concerned agencies, the USMS may reimburse state or local agencies for overtime costs incurred by their task force officers in furtherance of task force operations.

Group supervisors are responsible for scheduling the duty hours of the personnel assigned to their group, subject to the supervision of the Task Force Chief and the availability of overtime compensation.

Travel

Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force business. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

Informants

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Pending availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policies and procedures concerning confidential informants and protected sources.

Use of Firearms and Deadly Force

All members of the RFTF shall comply with their agency's guidelines concerning the use of firearms and deadly force. Copies of all applicable firearms and deadly force policies shall be provided to the Task Force Chief and each concerned task force officer.

New Media

Press conferences, press releases, and other statements to the media concerning task force arrests and operations shall be coordinated among all participating agencies.

Release of Liability

Each agency shall be responsible for the acts or omissions of its personnel. Participating agencies or officers shall not be considered as the agent of any other participating agency. Nothing herein is intended to waive or limit sovereign immunity under federal or state statutory or constitutional law.

Duration

This MOU is intended to remain in effect indefinitely. Participating agencies may withdraw their participation after providing 30 days advance written notice to the Task Force Chief. Upon termination of the task force, or an agency's participation in the task force, all vehicles, equipment, and other items issued to affected task force personnel by the USMS shall be returned to the USMS.

Additional agencies may join the task force at any time with the consent of the USMS and after consultation with the Task Force Advisory Committee. A new MOU signed by all parties is not required each time an agency joins or ceases participation in the task force. New participating agencies may sign a copy of the existing MOU. Copies of newly signed MOU's shall be provided to each participating agency.

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JOHN C. GALLAGHER
SUFFOLK COUNTY POLICE DEPARTMENT

DPC James M Abbott for 9/27/02

PC John C Gallagher

9/30/02

ROBERT J. FINAN II
ASSISTANT DIRECTOR FOR INVESTIGATIONS
UNITED STATES MARSHAL SERVICE

9/27/02

WILLIAM D. ZERILLO
CHIEF DEPUTY U. S. MARSHAL
EASTERN DISTRICT OF NEW YORK

Timothy Williams 9/27/02

TIMOTHY WILLIAMS
ACTING CHIEF INSPECTOR USMS
NY/NJ REGIONAL FUGITIVE TASK FORCE

1287

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title Of Bill: Accepting & appropriating Federal funding in the amount of $16,000 from the United States Department Of Justice, U.S. Marshals Service, for the Suffolk County Police Department's participation in the Regional Fugitive Task Force with 79.15% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $16,000 in funding from the United States Marshals Service to support the participation of the Suffolk County Police Department in the United States Marshals Service Regional Fugitive Task Force.

SUMMARY OF SPECIFIC PROVISIONS: The United States Marshals Service (USMS) has awarded the Suffolk County Police Department $16,000 in Federal funding to support the Police Department's participation in the USMS Regional Fugitive Task Force.

JUSTIFICATION: The Suffolk County Police Department participates in the United States Marshals Service Regional Fugitive Task Force. The Task Force engages in locating and apprehending Federal, State, and local fugitives. These operations can involve time investments over and above what may be feasible with normal budgetary allocations. In order to facilitate the Suffolk County Police Department's participation, the USMS provides reimbursement funding to assist with costs incurred.

FISCAL IMPLICATIONS: Non-reimbursable employee fringe benefit costs of approximately $4,216 will be incurred through September 30, 2016. Additional costs will only be incurred if the program receives additional funding in subsequent years.

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk	DATE 2/22/16 1287

Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980	
Contact Person In Department/Agency Susan C. Krause Grants Analyst	Telephone Number 852-6601	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title: United States Marshals Service (USMS) Regional Fugitive Task Force FFY16

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Comprehensive Crime Control Act of 1984, 28 U.S.C. 524©(1)(l), Continuing Appropriations Act, 2016 Public Law 114-53, U. S. Department of Justice, Administered by the U.S. Marshals Service.

3. Grant/Contract Status (Check One Box)
A. ___New Program Application
B. _X_Renewal Application
C. _ _Supplemental (Specify)
D. ___Extension of Funding Period
E. _ _Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.) This funding will provide reimbursement for the Suffolk County Police Department's participation in the U.S. Marshals Regional Fugitive Task Force.

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

II. BUDGET INFORMATION

1. Term of Contract From: 10/3/15 To: 09/30/16

2. Financial Assistance Requested

SOURCE	*FIFTH FUNDING CYCLE*		*SIXTH FUNDING CYCLE*		*SEVENTH FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$16,000	77.01%	$16,000	77.55%	$16,000	79.15%
State	$		$		$	
Private	$		$		$	
County	$4,776	22.99%	$4,632	22.45%	$4,216	20.85%
Total	$20,776	100%	$20,632	100%	$20,216	100%

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3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$4,216	$	$4,216
A. Cash Contribution	$4,216	$	$4,216
B. In-Kind Contribution	$	$	$

4. Total Number of New Positions Requested 0

5. Can This Program Be Refunded by the Proposed Non-County Sources?

X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:	Approved _____ Disapproved	2. Signature of Coordinator	3. Date
4. Comments			
5. Budget Office Review:	Approved _____ Disapproved	6. Signature of Budget Director	7. Date
8. Comments			

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2016			Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES:	**16,000**			
1100 Permanent Salaries				
1110 Interim Salaries				
1120 Overtime Salaries	16,000			
2000 EQUIPMENT:				
2010 Furniture & Fixtures				
2020 Office Machines				
2030 Automobiles & Motorcycles				
2070 Cameras and Photographic				
2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS:				
3010 Office Supplies				
3020 Postage				
3030 Photostat, Photograph, Blueprint				
3040 Printing				
3160 Computer Software				
3500 Other Unclassified				
3680 Repairs: Special Equipment				
4000 UTILITIES:				
4010 Telephone & Telegraph				
4300 TRAVEL:				
4310 Employee Misc - Expenses				
4330 Travel Employee Contracts				
4340 Travel Other Contracts				

SCIN Form 164D (10-80)

GRANT BUDGET ANALYSIS	COUNTY BUDGET YEAR 2016			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance		**4,216** 3,984 232		These benefits are not eligible for funding under this program.
OTHER (List Source & Brief Explanation)				128

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

SCIN Form 164D (10-80)

DETAIL LISTING OF 1000 ACCOUNT PERSONAL SERVICES

TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %		
				GRANTOR	COUNTY	IN-KIND
Detective	4	$115.56 HR/OT	To be determined	100%		

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SCIN Form 164D (10-80)

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STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __XX__ Local Law _____ Charter Law

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $16,000 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, U.S. MARSHALS SERVICE, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE REGIONAL FUGITIVE TASK FORCE WITH 79.15% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

The resolution provides $16,000 for participation in the U.S. Marshals Service Regional Fugitive Task Force, non-reimbursable funds of $4,216 in fringe benefits on overtime will be incurred through 9/30/2016.

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

The funds provided by this grant must be expended between October 1, 2015 and September 30, 2016.

8. Proposed Source of Funding

The non-reimbursable fringe benefits of $4,216 are included in the 2016 operating budget.

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan C. Krause, Grants Analyst		2-23-16

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U.S. Department of Justice
United States Marshals Service

Joint Law Enforcement Operations Task Force
Obligation Document

INSTRUCTIONS: See last page for detailed instructions.

SECTION 1: OBLIGATION

DOCUMENT CONTROL #: JLEO-16-0035

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Suffolk County Police Department

and

NYNJRFTF

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 3, 2015 to September 30, 2016

SECTION 4: APPROPRIATION DATA

FISCAL YEAR	ORGANIZATION	FUND	PROJECT	SOC / PURPOSE	DOLLAR AMOUNT
2016	A3401	AFF-B-OP	JLEOTFS5	25302 - TFO Overtime	$16,000.00

Total Obligation Amount: $16,000.00

SECTION 5: DESCRIPTION OF OBLIGATION

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTF CONTACT:		STATE/LOCAL CONTACT:	
Name:	Brenda Catalano	Name:	
Phone:	631-715-6227	Phone:	
E-mail:	Brenda.Catalano@usdoj.gov	E-mail:	

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds:

Signature: _____ Date: 11/20/2015

Michael Halper, Chief, DIB Financial Management

Chief Deputy or RFTF Commander - Obligation Approval:

Signature: _____ Date: 11/20/2015

Jeff Tyler, Chief, Domestic Investigations Branch

Departmental Representative - Acknowledgement:

Signature: _____ Date: 1/12/16

Form USM-607
Rev. 1/13

OFFICE OF THE POLICE COMMISSIONER

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TIMOTHY D. SINI
POLICE COMMISSIONER

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

FROM: **Mark Griffiths, Deputy Chief**
Office of Support Services MG

DATE: **February 23, 2016**

SUBJECT: **Resolution Packets & SCIN Forms for**
U.S. Marshals Service sponsored USMS Regional Fugitive Task Force FFY16
Obligation Number JELO-16-0035

Attached please find two copies of the following for the USMS Regional Fugitive Task Force FFY 16 award:

1. Draft Resolution
2. Memorandum of Support
3. SCIN Forms
4. Request for Introduction of Legislation
5. Financial Impact Statement
6. Copy of the Joint Law Enforcement Operations Task Force Obligation Document and copy of original MOU

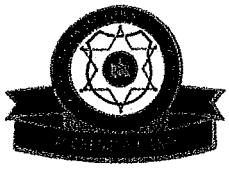
Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW.

Appropriating this funding will allow the Suffolk County Police Department to continue to participate in the U.S. Marshals Service Regional Fugitive Task Force with enhanced investigations. The Task Force was established to locate and apprehend federal, state, and local fugitives. Normal budgetary resources are limited and cannot absorb all the expenses that may be incurred in order to successfully engage in the apprehension of fugitives.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you, as always, for your assistance with this project.

RGC/sck
Att.



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Intro. Res. No. -2016 Laid on Table 3/22/16

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY ASSOCIATION OF MUNICIPAL EMPLOYEES BARGAINING UNITS NO. 2 AND NO. 6 AMENDING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD JANUARY 1, 2013 THROUGH DECEMBER 31, 2016

WHEREAS, the County and the President of the Suffolk County Association of Municipal Employees have reached an agreement amending the terms and conditions of employment for the period January 1, 2013 through December 31, 2016, subject to the approval, to the extent necessary, by the Suffolk County Legislature; and

WHEREAS, such agreement has been set down in a stipulation of agreement, a copy of which has been filed with the Clerk of the Suffolk County Legislature; and

WHEREAS, such agreement is subject to ratification by the Suffolk County Association of Municipal Employees; now therefore be it

1st **RESOLVED**, that the County Executive, or his designee, be and is hereby authorized to execute an agreement with the Suffolk County Association of Municipal Employees amending the terms and conditions of employment of the Suffolk County Association of Municipal Employees Bargaining Units No. 2 and No. 6 for the period January 1, 2013 through December 31, 2016, and the Stipulation of Agreement dated March 7, 2016, a copy of which is on file with the Clerk of the Suffolk County Legislature, is hereby ratified and confirmed; 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) 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: , 2016

APPROVED BY:

_____

County Executive of Suffolk County

Date: , 2016

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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

AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY ASSOCIATION OF MUNICIPAL EMPLOYEES BARGAINING UNITS NO. 2 AND NO. 6 AMENDING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD JANUARY 1, 2013 THROUGH DECEMBER 31, 2016.

3. Purpose of Proposed Legislation

To authorize the County Executive to enter into an agreement whereby the County Executive agrees to not implement the lag payroll. In return, the County's obligation to contribute to the AME Benefit Fund for Bargaining Units 2 and 6 only, will be suspended for the twelve month period beginning March 1, 2016. The total amount of contributions suspended will be paid back over 12 years beginning March 1, 2017.

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

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

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

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

PROVIDES FOR AN ESTIMATED SAVINGS OF $9 MILLION IN 2016 AND $1.1 MILLION IN 2017. THE SAVINGS FOR 2016 ARE ALREADY REFLECTED IN THE BUDGET.

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

SAVINGS OF $9 MILLION WILL BE RECOGNIZED IN 2016. NET SAVINGS OF $1.1 MILLION WILL BE RECOGNIZED IN 2017. THIS INCLUDES THE $2 MILLION SAVINGS FROM TWO MONTHS PAYMENTS WITHHELD OFFSET BY THE FIRST REPAYMENT WHICH IS DUE MARCH 1, 2017. A PAYMENT OF ABOUT $917,000 WILL BE MADE ANNUALLY THROUGH 2028. THE FIVE YEAR NET SAVINGS IS $7.34 MILLION.

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
Stephanie Rubino Assistant Budget Director	Stephanie Rubino	3/15/16

SCIN FORM 175b (10/95)

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

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GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

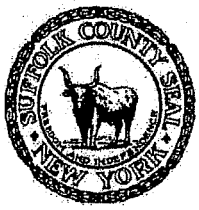
** The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 property tax levy and is provided for informational purposes only.*

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.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK



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OFFICE OF THE COUNTY EXECUTIVE

Steven Bellone
COUNTY EXECUTIVE

LABOR RELATIONS

Jennifer K. McNamara, Esq.
Director

MEMORANDUM OF AGREEMENT

When signed below this will constitute an agreement between the County of Suffolk and the Suffolk County Association of Municipal Employees.

1. The provisions of the present Collective Bargaining Agreements ("CBA") (Blue and White Collar), and all Stipulations of Agreement relating to AME Bargaining Units 2 and 6, will continue except as modified by this Memorandum of Agreement.

2. This Agreement will take effect upon the latest of the approvals and ratifications provided for in paragraph 8 below.

3. Paragraph 5 of the Stipulation of Agreement dated September 18, 2013, is hereby rescinded and the County agrees there will be no newly instituted lag payroll.

4. For the purposes of this Agreement, when referring to County contributions to the AME Benefit Fund, it refers solely to contributions to the AME Benefit Fund for AME Bargaining Units 2 and 6 only. This Agreement does not affect County contributions to the AME Benefit Fund for other AME Bargaining Units or Unions that may participate in the AME Benefit Fund.

5. County Contributions to the AME Benefit Fund:

(a) The County's obligation to contribute to the AME Benefit Fund, as provided for in ¶7.3 of the above referenced CBAs, and as modified in various Stipulations, will be suspended as of the payment due for March, 1 2016, and said contributions will resume effective March 1, 2017 at the contribution rate then in effect as provided for in the CBA and Agreements.

(b) Beginning March 1, 2017, the County will make an additional annual contribution of 1/12th of the total amount of contributions suspended pursuant to subparagraph (a) above until and including March 1, 2028, or the full amount of the suspended contributions is paid in full, whichever is the earlier to occur. As soon as practicable following the termination of the suspension of contributions provided for herein, but not later than the end of second quarter of 2017, the parties will request the AME Benefit Fund accountants to certify the amount of the County contributions that were suspended hereunder.

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(c) During the repayment period as provided for in subparagraph (b) above, the County is required to maintain a minimum AME Benefit Fund balance of $12 million. If the AME Benefit Fund balance falls below $12 million for any reason, as certified by the AME Benefit Fund's accountants, the County is required to make a contribution to meet the $12 million balance within 30 days of notice of the shortfall. The County will not be entitled to an offset or diminution of amount of its ongoing contributions to the AME Benefit Fund as a result of this "maintenance of minimum balance" provision.

6. AME agrees to withdraw all PERB charges filed by AME as of March 1, 2016 against the County in relation to letters sent out to AME members by the County Executive and/or Chief Deputy County Executive in 2016, regarding the AME Benefit Fund and potential lag payroll. AME further agrees that they will not file any additional PERB charges, grievance, or any other litigation, against the County of Suffolk with regards to the letters sent to AME members by the County Executive and/or Chief Deputy County Executive prior to March 1, 2016 regarding the AME Benefit Fund and potential lag payroll. Nothing herein will prevent AME from filing PERB charges, grievances, or any other litigation against the County or County Executive for any communications the County may send after March 1, 2016.

7. The County agrees to meet with AME for the purposes of discussing the removal of X-days for certain AME employees, and to discuss staffing levels for the positions of Custodian and 911 Operator.

8. The provisions of this Agreement are subject to approval by the AME Board of Directors and, if so approved, ratification by the AME membership, and ratification by the County Executive or his designee. This Agreement is conditioned upon approval of the Suffolk County Legislature. In the event this Agreement is approved by the AME Board of Directors on or before March 9, 2016, the lag payroll planned to go into effect on March 28, 2016 will be held in abeyance pending results of the AME membership ratification procedures until April 11, 2016, and on the further conditions (a) that the County executes this Agreement no later than March 7, 2016 and (b) that AME or its designee send this MOA to the membership for ratification on or before March 16, 2016.

9. The parties acknowledge that it is their intent that this Agreement is meant to be neutral and that nothing set forth herein by way of the temporary suspension of contributions will in any way diminish or have any other adverse impact upon the benefits provided by the AME Benefit Fund.

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10. This Agreement is entered into solely due to the unique circumstances of the instant situation. Nothing contained within this Memorandum of Agreement will be deemed as precedent setting with regard to any other matter and is entered into solely due to the unique circumstances of the instant situation. This Agreement may not be cited in any other matter, such as, but not limited to, any grievance, grievance hearing, arbitration, PERB hearing, court matter or any other similar proceeding except to enforce provisions of this Agreement.

DATED:_____

FOR THE ASSOCIATION:

_____

Brian Macri, President
Suffolk County Association of
Municipal Employees

DATED: _____

FOR THE COUNTY:

_____

Jennifer K. McNamara, Esq., Director
Suffolk County Executive:
Office of Labor Relations

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Intro. Res. No. -2016 Laid on Table 3/22/16

Introduced by Legislators Browning and Stern

RESOLUTION NO. -2016, CLARIFYING COUNTY POLICY WAIVING CIVIL SERVICE EXAMINATION FEES FOR FIRE DISTRICT AND AMBULANCE COMPANY VOLUNTEERS

WHEREAS, Resolution No. 254-2008 established a policy waiving civil service examination fees for volunteers firefighters and emergency service technicians (EMT's) serving our local communities; and

WHEREAS, the legislative intent of Resolution No. 254-2008 was to waive civil service fees for all volunteers serving in local fire and ambulance companies; and

WHEREAS, the Department of Human Resources, Personnel and Civil Service has construed Resolution No. 254-2008 narrowly; for example, the Department would not waive the examination fees for a volunteer in an ambulance company because he was not a certified EMT but rather drives an ambulance; and

WHEREAS, all persons volunteering their time and effort in fire and ambulance companies should receive the benefits of the policy established by Resolution No. 254-2008; now, therefore be it

1st **RESOLVED**, that the 1st RESOLVED clause of Resolution No. 254-2008 is hereby amended as follows:

> **1st** **RESOLVED**, that the County of Suffolk hereby establishes an application fee waiver policy for eligible candidates who are volunteer firefighters and EMTs <u>or who volunteer in another capacity for a local fire district or ambulance company,</u> and <u>are</u> residents of Suffolk County; and be it further

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

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Intro. Res. No. -2016 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO COUNTY GOLF COURSES (CP 7166)

WHEREAS, the Commissioner of Parks, Recreation and Conservation has requested funds for construction of improvements at County golf courses, including the West Sayville, Indian Island and Timber Point golf courses; and

WHEREAS, the golf courses generate a significant amount of revenue to the County, and it is therefore in its best interests to maintain them in good condition for patrons; and

WHEREAS, there are sufficient funds within the 2016 Capital Budget and Program to cover these construction costs under Capital Program Number 7166; and

WHEREAS, Resolution No. 471-1994 as revised by Resolution No. 461-2006, established the use of a priority ranking system, implemented in the Adopted 2016 Capital Budget as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $200,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, pursuant to State Environmental Quality Review Act Environmental Conservation Law, Article 8 (hereinafter "SEQRA"), Resolution Nos. 676-1996 and 416-1998 determined that these improvements constitute a Type II action pursuant to the provisions of Title 6 NYCRR, Part 617.5 (C) (1) and (2), because it involves the in kind replacement of an existing facility, on the same site; and be it further

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

3rd **RESOLVED**, that the proceeds of $200,000 in Suffolk County Serial Bonds be and are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-7166.316 (Fund 001-Debt Service)	26	Improvements to County Golf Courses	$200,000

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1290

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO COUNTY GOLF COURSES (CP 7166)

3. Purpose of Proposed Legislation

See above.

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

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

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

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

Library District **Fire District**

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

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

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED FALL OF 2016 AND DEBT SERVICE WILL COMMENCE FALL 2017. THERE IS NO FISCAL IMPACT IN 2016. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2017 OPERATING BUDGET. ATTACHED 2017 CAT BASED ON 2016 DATA.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Analyst		March 7, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1290

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$15,772**	**$0.03**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$15,772**	**$0.03**	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Suffolk County

General Obligation Serial Bonds
Level Debt

1290

Term of Bonds	15
Amount to Bond:	$200,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
6/1/2016					
6/1/2017	2.000%	$11,417.89	$4,354.17	$15,772.05	$15,772.05
			$2,052.79	$2,052.79	
6/1/2018	2.000%	$11,666.46	$2,052.79	$13,719.26	$15,772.05
			$1,925.80	$1,925.80	
6/1/2019	2.000%	$11,920.45	$1,925.80	$13,846.25	$15,772.05
			$1,796.04	$1,796.04	
6/1/2020	2.000%	$12,179.97	$1,796.04	$13,976.01	$15,772.05
			$1,663.46	$1,663.46	
6/1/2021	2.125%	$12,445.14	$1,663.46	$14,108.59	$15,772.05
			$1,527.99	$1,527.99	
6/1/2022	2.125%	$12,716.08	$1,527.99	$14,244.07	$15,772.05
			$1,389.57	$1,389.57	
6/1/2023	2.125%	$12,992.92	$1,389.57	$14,382.48	$15,772.05
			$1,248.13	$1,248.13	
6/1/2024	2.125%	$13,275.78	$1,248.13	$14,523.92	$15,772.05
			$1,103.62	$1,103.62	
6/1/2025	2.250%	$13,564.81	$1,103.62	$14,668.43	$15,772.05
			$955.96	$955.96	
6/1/2026	2.375%	$13,860.13	$955.96	$14,816.09	$15,772.05
			$805.09	$805.09	
6/1/2027	2.500%	$14,161.87	$805.09	$14,966.96	$15,772.05
			$650.93	$650.93	
6/1/2028	2.500%	$14,470.19	$650.93	$15,121.12	$15,772.05
			$493.42	$493.42	
6/1/2029	2.500%	$14,785.22	$493.42	$15,278.63	$15,772.05
			$332.47	$332.47	
6/1/2030	2.625%	$15,107.10	$332.47	$15,439.58	$15,772.05
			$168.03	$168.03	
6/1/2031	2.625%	$15,436.00	$168.03	$15,604.02	$15,772.05
6/1/2032		$200,000.00	$36,580.78	$236,580.78	$236,580.78
6/1/2033					
6/1/2034					

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1290

GENERAL FUND

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2016 PROPERTY TAX LEVY	2016 COST TO AVG TAXPAYER	2016 FV 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, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1290

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2016 INTERGOVERNMENTAL RELATIONS MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating funds in connection with Improvements to County Golf Courses (CP 7166).

PURPOSE OR GENERAL IDEA OF BILL: To appropriate the funds adopted in the 2016 Capital Budget for this Capital project.

SUMMARY OF SPECIFIC PROVISIONS: This resolution appropriates the funds adopted in the 2016 Capital Budget in connection with purchases associated with Improvements to County Golf Courses (CP 7166).

JUSTIFICATION: This resolution will allow the Department to perform improvements and general maintenance of the facilities and grounds of the County golf courses, which generate a significant amount of revenue for the County. This program enables the golf course staff to maintain and upgrade the many aspects of golf courses, such as bunkers, greens, fairways, roughs, irrigation systems and system controls, and irrigation wells.

FISCAL IMPLICATIONS: Serial Bonds will be issued to finance this project. Principal and interest costs will be incurred by the County over the life of the bonds.

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

SUFFOLK COUNTY PARKS

COUNTY OF SUFFOLK

1290

STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

TO: **JON SCHNEIDER, Deputy County Executive**

FROM: **GREG DAWSON, Commissioner**

DATE: **February 4, 2016**

RE: **APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO COUNTY GOLF COURSES (CP 7166)**

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-Appropriating Funds for Improvements to County Golf Courses (CP 7166).doc."

The 2016 Adopted Capital Budget includes $200,000 for construction for Improvements to County Golf Courses. This resolution seeks to appropriate that funding. The County golf courses generate significant revenue for the County, so it is imperative to maintain them in top operating condition.

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

Enclosures

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

SUFFOLK COUNTY PARKS

1291

Intro. Res. No. -2016 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, ACCEPTING AND APPROPRIATING A GRANT AS PASS-THRU FUNDING FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES TO THE SUFFOLK COUNTY DEPARTMENT OF PROBATION FOR THE S.T.O.P. VIOLENCE AGAINST WOMEN ACT PROGRAM WITH 75% SUPPORT

WHEREAS, the New York State Division of Criminal Justice Services has awarded to Suffolk County $66,750, in Federal Funds under the S.T.O.P. Violence Against Women Act Grant Program, to the Suffolk County Probation Department for continued support for domestic violence and sexual assault; and

WHEREAS, the S.T.O.P. Violence Against Women Act Funds are used to continue the efforts of the following community agencies: VIBS Family Violence and Rape Crisis Center; Long Island Against Domestic Violence; Brighter Tomorrows, Inc.; and The Retreat, Inc.; and

WHEREAS, the required matching funds in the amount of $22,250 are provided for in the Probation Department's budget, to bring the grant total to $89,000;

WHEREAS, the grant period for the award is January 1, 2016 through December 31, 2016; and

WHEREAS, $66,750 has not been included in the 2016 Operating Budget Expenditures to further this initiative; and

WHEREAS, the grant includes $24,250 to further support VIBS Family Violence and Rape Crisis Center's Sexual Assault Nurse Examiner ("SANE") Program; and

WHEREAS, the grant includes $12,500 to further support Long Island Against Domestic Violence to provide advocacy services to victims of domestic violence; and

WHEREAS, the grant includes $15,000 to further support Brighter Tomorrows, Inc. to provide advocacy services to victims of domestic violence; and

WHEREAS, the grant includes $15,000 to further support The Retreat, Inc. to provide domestic violence and sexual assault as contract agencies; and therefore be it

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

REVENUES:

Fund	Department	Unit	Revenue Code	Amount
001	PRO	3178	4320	$66,750

Suffolk County Probation Department
DCJS SVAW ACT
001-PRO-3178
$66,750

Fund	Dept.	Budget Type	Unit	Object	Activity	Description	Amount
001	PRO	DE	3178	4980	GDD1	VIBS	$24,250
001	PRO	DE	3178	4980	GDE1	Long Island Against Domestic Violence	$12,500
001	PRO	DE	3178	4980	GDF1	The Retreat, Inc.	$15,000
001	PRO	DE	3178	4980	JNR1	Brighter Tomorrows, Inc.	$15,000

and be it further

2nd **RESOLVED,** that the County Executive be and is authorized to execute related agreements.

3rd **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, 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 ("NYCRR") 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. 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:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1291

1. Type of Legislation

Resolution_X_ Local Law____ Charter Law____

2. Title of Proposed Legislation

Accepting and Appropriating a Grant as Pass-Thru Funding from the New York State Division of Criminal Justice Services to the Suffolk County Probation Department for the S.T.O.P. Violence Against Women Act Program with 75% Support.

3. Purpose of Legislation

To accept and appropriate additional $66,750.00 of federal funds awarded to the Department of Probation for its participation in the S.T.O.P. Violence Against Women Act Grant Program. Grant funds are for continued efforts of VIBS Family Violence and Rape Crisis Center; Long Island Against Domestic Violence; Brighter Tomorrows, Inc.; and The Retreat, Inc. The Grant period for the award is January 1, 2016 through December 31, 2016

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes_X_** **No____**

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

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

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

Acceptance of these grant funds has a positive impact on the Revenues budgeted in 2016. At the time of budget preparation it was unknown total funding for the new grant contract period. The matching portion of this funding was budgeted as 2016 Expenditures.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision
None to the County.

8. Proposed Source of Funding

Federal Aid Revenue (001-4320) Crime Control

9. Timing of Impact Immediate

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Robert Marmo, Ph.D. Chief Planner		February 11, 2016

Suzanne Martin
Pr Budget Examiner

Suzanne Martin 3-16-15

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

1291

GENERAL FUND

	2015 PROPERTY TAX LEVY	ESTIMATED 2016* 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	ESTIMATED 2016* 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	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$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.

To be completed by the Executive Budget Office

COUNTY OF SUFFOLK

1291

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PROBATION

PATRICE S. DLHOPOLSKY
DIRECTOR

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

FROM: Robert C. Marmo, Ph.D., Chief Planner
Suffolk County Department of Probation

DATE: February 11, 2016

SUBJECT: Resolution Packet for S.T.O.P. Violence Against Women Act Grant

---

Attached for your review and consideration is an Introductory Resolution to accept and appropriate $66,750.00 of federal funds awarded to the Department of Probation for its participation in the S.T.O.P. Violence Against Women Act Grant Program. Grant funds are for continued efforts of VIBS Family Violence and Rape Crisis Center; Long Island Against Domestic Violence; Brighter Tomorrows, Inc.; and The Retreat, Inc. The Grant period is from January 1, 2016 through December 31, 2016. The 25% matching funds of $22,250 are included in the Probation Department's budget.

If you have any questions please feel free to contact me at 2-5105.

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

YAPHANK AVENUE
PO BOX 205
YAPHANK, NEW YORK 11980
(631) 852 – 6824/6825

1291

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating a grant as pass-through funding from the New York State Division of Criminal Justice Services to the Suffolk County Department of Probation for the S.T.O.P. Violence Against Women Act Program with 75% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate $66,750 of said grant funding to support community based agencies to provide domestic violence and sexual assault treatment which has not be included in the 2016 Operating Budget Expenditures.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept and appropriate $66,750.00 of federal funds awarded to the Department of Probation for its participation in the S.T.O.P. Violence Against Women Act Grant Program. Grant funds are for continued efforts of VIBS Family Violence and Rape Crisis Center; Long Island Against Domestic Violence; Brighter Tomorrows, Inc.; and The Retreat, Inc. The Grant period for the award is January 1, 2016 through December 31, 2016. The 25% matching funds of $22,250 are included in the Probation Department's budget.

JUSTIFICATION: The Suffolk County SVAWA program seeks to reduce violence against women by providing comprehensive victims services through Suffolk County's four victim service providers. The program enhances services to victims of sexual assault and domestic violence and improves the chances that victims will cooperate with prosecution against assailants and promoting recovery from trauma. Special focus is given to the underserved communities and populations. The goals for this project are: 1) to mobilize public and private resources to reduce the incidence of violence against women, especially in the forms of sexual assault and domestic violence; and 2) to enhance services to victims of sexual and domestic violence, improving the chances that victims will cooperate with prosecution against assailants and promoting recovery from trauma. Special focus will be given to the underserved communities and populations.

FISCAL IMPLICATIONS: None

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-----Original Message-----
From: DCJSFUNDING@dcjs.ny.gov [mailto:DCJSFUNDING@dcjs.ny.gov]
Sent: Thursday, February 11, 2016 1:44 PM
To: Dlhopolsky, Patrice S
Subject: GMS Notification for SV14-1172-E01, contract number: C652139, Grantee: Suffolk County

GMS - Project amendment SV14-1172-E01 has been approved by DCJS.

DCJS has approved your application amendment for funding for ProjectID - SV14-1172-E01.
Your signatory has been instructed on how to complete your local acceptance of this grant contract with the following instructions:
Use the following link to get to the GMS system.

https://grants.criminaljustice.ny.gov/AccessNotice.jsp?ProjectID=SV14-1172-E01

If you have any questions, please contact GMS Help at (518) 457-8462, or at DCJSFUNDING@dcjs.ny.gov

15-PR-033

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STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: C652139 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788-5402	TYPE OF PROGRAMS: FY2014 STOP Formula Award DCJS NUMBERS: SV14652139 CFDA NUMBERS: 16.588
FEDERAL TAX IDENTIFICATION NO: 116000464 MUNICIPALITY NO: (if applicable) 470100000000	INITIAL CONTRACT PERIOD: FROM 01/01/2015 TO 12/31/2017 FUNDING AMOUNT FROM INITIAL PERIOD: $200,250.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM (if applicable): 2 1-year renewal options.
CHARITIES REGISTRATION NUMBER: (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT _X_ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan __ APPENDIX F Guidelines for the Control and Use of Confidential Funds __ APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment _X_ Other (Identify)

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

NYS Division of Criminal Justice Services
BY: , Date:
Office of Program Development and Funding

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

GRANTEE:
BY: Mr. Dennis M. Cohen , Chief Deputy County Executive Date: 7/14/2015

ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

1291

DCJS Contract No. SV14652139
NYS Comptroller's No: C652139
Law # 15-PR-033

COUNTY OF SUFFOLK

By: _____
Dennis Cohen
Deputy County Executive

Date: 7/14/2015

Approved as to Form:
Dennis Brown
County Attorney

By: _____
Samantha McEachin
Assistant County Attorney

Date: 7/9/15

APPROVED
DEPARTMENT OF PROBATION

By: _____
Patrice Dlhopolsky
Director

Date 6-22-15

0034021

Award Contract **FY2014 STOP Formula Award**

Project No. **Grantee Name**

SV14-1172-E00 Suffolk County 1291 03/31/2015

AGREEMENT

STATE OF NEW YORK
AGREEMENT
This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.
WITNESSETH:
WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and
WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;
NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:
I. Conditions of Agreement
A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.
C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.
D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.
To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.
E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.
II. Payment and Reporting
A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
III. Terminations
A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the

1291

CONTRACTOR.
B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.
IV. Indemnification
A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.
V. Property
Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.
VI Safeguards for Services and Confidentiality
A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract **FY2014 STOP Formula Award**

Project No. **Grantee Name**

SV14-1172-E00 Suffolk County 1291 03/31/2015

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312

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does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

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NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
email: mwbecertification@esd.ny.gov http://esd.ny.gov.MWBE/directorySearch.html

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all

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disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor 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

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.

During the term of the Contract, should the state agency 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.

The state agency 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.
January, 2014

Certified by - on

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Award Contract **FY2014 STOP Formula Award**

Project No.	**Grantee Name**	
SV14-1172-E00	Suffolk County	03/31/2015

APPENDIX A1
AGENCY-SPECIFIC CLAUSES

1. If this Agreement exceeds $50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for $50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.

3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

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The most current version of these Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov /omb/circulars_default/. The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or

2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed $650 for an eight-hour day (not including travel and subsistence

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costs). A rate exceeding $650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to $999 under this grant agreement can be obtained at the Grantee's discretion.

2. Consultant services that cost between $1,000 and $4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.

3. Consultant services that cost between $5,000 and $9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.

4. A Grantee obtaining consultant services that cost in excess of $10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

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

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

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3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $5,000 and $9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

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

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than $500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS

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reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

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

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

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22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, 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 Agreement;

Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and

Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

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25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year $500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

OMB Circular A 21, Cost Principles for Educational Institutions;

OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;

OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;

OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and

OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov /omb/circulars_default/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

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

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

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27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services 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 organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)
The Commissioner of the New York State Division of Criminal Justice Services 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 he or she 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 such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)
Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services 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.

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Award Contract **FY2014 STOP Formula Award**

Project No. SV14-1172-E00

Grantee Name Suffolk County

03/31/2015

APPENDIX B - Budget Summary by Participant

Suffolk County

Suffolk County Probation Department - Version 1

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Subcontractor-Retreat, Inc.	1	$15,000.00	$15,000.00	$15,000.00	$0.00
Justification: Retreat, Inc. 13 Goodfriend Drive East Hampton, NY 11937 Contract Amount $15,000 for advocacy services for victims of domestic violence & sexual assault SFS# 1000011948 EIN#11-2862256						
2	Subcontractor-Suffolk County Coalition Against Domestic Violence	1	$12,500.00	$12,500.00	$12,500.00	$0.00
Justification: Suffolk County Coalition Against Domestic Violence 320 Carlton Avenue Central Islip, NY 11722 PO Box 1269, Bayshore, NY 11706 Contract Amount $12,500 for advocacy services for victims of domestic violence SFS# 1000005687 EIN# 11-2470903						
3	Subcontractor-Brighter Tomorrows	1	$15,000.00	$15,000.00	$15,000.00	$0.00
Justification: Brighter Tomorrows, Inc. 202 Mastic Blvd (PO Box 706), Shirley, NY 11967 Contract Amt: $15,000 for Bi-Lingual Advocacy Services SFS# 1000024462 EIN# 11-2891967						
4	Suffolk County Matching funds for VIBS SANE Program	1	$22,250.00	$22,250.00	$0.00	$22,250.00
Justification: Suffolk County Matching funds to pay for the SANE Liaison at VIBS. Suffolk County is paying 100% of that person's salary and fringe.						
5	Subcontractor-Victims Information Bureau of Suffolk Inc.	1	$24,250.00	$24,250.00	$24,250.00	$0.00
Justification: Victims Information Bureau of Suffolk, Inc. 185 Oval Drive, Islandia, NY 11749 PO Box 346, Central Islip, NY 11722 Contract Amount: $24,250 for Sexual Assault Nurse Examiner Program SFS # 1000024162 EIN# 11-2411984						
	Total			$89,000.00	$66,750.00	$22,250.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$89,000.00	$66,750.00	$22,250.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$89,000.00	$66,750.00	$22,250.00

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Award Contract **FY2014 STOP Formula Award**

Project No.	**Grantee Name**	
SV14-1172-E00	Suffolk County	03/31/2015

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see http://www.criminaljustice.ny.gov/ofpa/forms.htm). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services 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 or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.

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

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

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7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

Detailed Itemization of Personal Service Expenditures
Detailed Itemization of Non-Personal Service Expenditures
Detailed Itemization of Consultant Expenditures
Expert witness agreement and supporting documentation
Voucher and Fiscal Cost Report signed
Written documentation of all required DCJS prior approvals as follows:
-DCJS approval of non-competitive consultant.
-DCJS approval of non-competitive vendor for services.
-DCJS approval of consultant services reimbursement greater than $450 per eight hour day.
-DCJS approval of change to Personal Services by more than 10 percent.
-DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
-DCJS approval to subaward to another organization.
-DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
-DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
-DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
-DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has

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expressly authorized payment by paper check as set forth above.

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Award Contract **FY2014 STOP Formula Award**

Project No.	Grantee Name	
SV14-1172-E00	Suffolk County	03/31/2015

APPENDIX D - Work Plan

Goal

The goals for this project are: 1) to mobilize public and private resources to reduce the incidence of violence again women, especially in the forms of sexual assault and domestic violence; and 2) to enhance the services to victims of sexual and domestic violence, improving victims safety during prosecution against assailants and promoting recovery from trauma. Special focus will be given to the undeserved communities and populations.

Objective #1

VIBS will enhance sexual assault victim treatment to improve victim cooperation, evidence collection and victim support; and increase the number of cases in which criminal prosecutions are pursued.

Task #1 for Objective #1

VIBS will maintain an operational Sexual Assault Examiner (SAE) project at: Good Samaritan Hospital, Peconic Bay Medical Center and Stony Brook University Hospital.

#	Performance Measure
1	Number of trained SAE personnel.
2	Number of Department of Health certified SAE examiners.
3	Number of sexual assault kits used.
4	Number of sexual assault kits turned over to law enforcement.
5	Number of Drug Facilitated Sexual Assault (DFSA) kits used.
6	Number of DFSA kits turned over to law enforcement.
7	Number of victims presenting who declined an exam.
8	Number of sexual assault exams performed.

Task #2 for Objective #1

VIBS will provide support for the sexual assault victim by outreach advocacy and counseling.

#	Performance Measure
1	Number of victims receiving follow-up outreach advocacy services.
2	Number of victims receiving counseling services.

Objective #2

VIBS will develop, maintain and/or improve relationship between SAE program and District Attorney's Office to enhance prosecution levels.

Task #1 for Objective #2

VIBS will meet regularly with District Attorney's Office to develop on-going cooperative relationship and to establish protocols for dealing with victims of sexual assault.

#	Performance Measure
1	Number of meeting held, include dated and topics discussed.

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Objective #3

VIBS will facilitate ongoing training for SAEs and to the community.

Task #1 for Objective #3

VIBS will provide sexual assault training.

#	Performance Measure
1	Number and dates of training classes provided to SAEs.
2	Number of SAEs participated in training and hours completed.

Objective #4

Retreat will provide domestic violence and sexual assault program outreach services for persons on the East End of Suffolk County including services to underserved populations.

Task #1 for Objective #4

Increase the awareness of the East End's Law Enforcement Officers on issues concerning talking, primary aggressor, strangulation, and officer involved domestic violence.

#	Performance Measure
1	Number of presentations conducted with the East End's Law Enforcement Officers.

Task #2 for Objective #4

Retreat will increase the awareness of the East End's underserved communities regarding victim's assistance and legal assistance.

#	Performance Measure
1	Number of hotline calls.
2	Number of articles published on social media websites.
3	Number of Health Fairs.
4	Number of community outreach presentations.

Objective #5

Retreat will provide counseling and advocacy services to women, who are the victims of domestic violence or sexual assault, from East End communities and who are part of underserved populations (i.e. non-English speaking, disabled, mentally ill, immigrant women).

Task #1 for Objective #5

Retreat will provide counseling and advocacy services to victims of sexual assault and domestic violence with a focus on underserved populations.

#	Performance Measure
1	Number of sexual assault victims that received counseling and advocacy services.
2	Number of domestic violence victims that received counseling and advocacy services.

Objective #6

SCCADV will increase awareness of sexual assault and domestic violence services available including services to underserved populations.

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Task #1 for Objective #6

SCCADV will promote outreach to underserved populations on services available to local community groups, press releases, bilingual and other poster and brochures and by receiving hotline calls.

#	Performance Measure
1	Number and type of media announcements.
2	Number of presentations and events.
3	Number of hotline calls.

Objective #7

SCCADV will provide advocacy services to women, who are victims of domestic violence or sexual assault, and who are part of underserved populations (i.e. non-English speaking, mentally ill, immigrant women).

Task #1 for Objective #7

SCCADV will provide advocacy service to victims of sexual assault and domestic violence and identify any sexual assault victims from their domestic violence clients

#	Performance Measure
1	Number of sexual assault victims that receive advocacy services.
2	Number of domestic violence victims that receive advocacy services.
3	Number of clients sexually abused within the context of a domestic violence relationship.

Objective #8

Brighter Tomorrows will provide a bilingual advocate to serve victims of domestic violence and individuals who may be identified as underserved population in Family Court, Criminal Court, District Court and Probation as well as the Integrated Domestic Violence Part of the Supreme Court in Central Islip.

Task #1 for Objective #8

Brighter Tomorrows, Inc. will provide advocacy service to victims of sexual assault and domestic violence.

#	Performance Measure
1	Number of domestic violence victims that receive advocacy services.
2	Number of court accompaniment provided by the advocate.

Objective #9

Brighter Tomorrows will increase awareness of sexual assault and domestic violence services available including services to underserved populations.

Task #1 for Objective #9

Brighter Tomorrows will promote outreach to underserved populations on services available to local community groups, press releases, bilingual and other poster and broachers and by receiving hotline calls.

#	Performance Measure
1	Number and type of media announcements.
2	Number of presentations and events.
3	Number of hotline calls.

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SV14-1172-E00	Suffolk County	03/31/2015

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed $0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of DOJ grant funds) are not satisfactorily and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 USC § 1913. The recipient may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

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e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

8. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

9. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at http://www.ovw.usdoj.gov/grantees.html.

10. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

11. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

12. The Violence Against Women Reauthorization Act of 2013 added a new civil rights provision that applies to all OVW grants issued in FY 2014 or after. This provision prohibits OVW grantees from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The grantee acknowledges that it will comply with this provision.

13. The grantee agrees that funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

14. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (which is defined to include meetings, retreats, seminars, symposiums, trainings, and other events), including the provisions of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at http://www.ovw.usdoj.gov/grantees.html.

15. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S,C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, 2013, P.L. 113-4, and OVW's implementing regulations at 28 CFR Part 90.

16. The grantee must be in compliance with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.

17. The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

18. The recipient understands and agrees that grant funds may be frozen if the recipient does not respond in a timely fashion to requests to address Office of the Inspector General audit findings and financial or programmatic monitoring findings.

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19. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OVW grant funds, without prior written approval from OVW.

20. The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.

21. The grantee agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The grantee also agrees to ensure that any subgrantees meet these requirements.

22. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day or $81.25 per hour. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds. Although prior approval is not required for consultant rates below these specified amounts, grantees are required to maintain documentation to support all daily or hourly rates.

23. The recipient agrees to submit one copy of all required reports and any other written materials or products that are funded under the project to DCJS not less than twenty (20) days prior to public release. If the written material is found to be outside the scope of the program, or in some way to compromise victim safety, it will need to be revised to address these concerns or the grantee will not be allowed to use project funds to support the further development or distribution of the materials.

24. All materials and publications (written, visual, or sound) resulting from subgrant award activities shall contain the following statements: "This project was supported by subgrant No. _____ awarded by the state administering office for the STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice, Office on Violence Against Women."

25. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participate in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

26. The grantee agrees that grant funds will not support activities that compromise victim safety and recovery, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); the placement of perpetrators in anger management programs; or any other activities outlined in the solicitation under which the approved application was submitted.

27. Pursuant to 28 CFR ?66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:

(a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and

(b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award.

In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from

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the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

28. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office on Violence Against Women web site at: http://www.ovw.usdoj.gov/docs/ffata-award-term.pdf (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirements, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or nonprofit organization that he or she may and/or operate in his or her name).

29. The grantee agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the grantee. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this Grant Program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B)(i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, stalking or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a State, local, territorial, or tribal domestic violence, dating violence, sexual assault or stalking victim service provider or coalition, as well as appropriate State, local, territorial and tribal law enforcement officials; (3) any person or organization providing legal assistance through this Program has informed and will continue to inform State, local, territorial or tribal domestic violence, dating violence, stalking or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work; and (4) the grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, stalking or child sexual abuse in an issue.

30. The recipient understands and agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on recipient's funds for noncompliance with any of the requirements of 42 U.S.C. 3796gg-4 (regarding rape exam payments), 42 U.S.C. 3796gg-4(e) (regarding judicial notification), 42 U.S.C. 3706gg-5 (regarding certain fees and costs), and 42 U.S.C. 3796gg-8 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

31. The grantee agrees that grant funds will not be used to support the purchase of standard issued law enforcement items, such as, uniforms, safety vests, shields, weapons, bullets, and armory or to support chemical dependency or alcohol abuse programs that are not an integral part of a court-mandated batterer intervention program.

32. Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay.

33. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

34. Grantee agrees that funds will be used only for the purpose areas described in the "STOP Violence Against Women Formula Grant Program" program authority. These funds are not intended to support services to women in the general population but to those who have been victims of violence. These funds may not be used for services to obtain divorces or legal separations. Funds may not be used for legal or defense services for perpetrators of violence against women. Funds may not be used for defense services for women arrested for criminal offenses.

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35. Grantee agrees to collect and report data as required by the VAWA Measuring Effectiveness Initiative Project developed jointly by the Office on Violence Against Women and the Edmund S. Muskie School of Public Service. All data will be collected and reported on an annual (calendar year) basis. For information about collecting data and the report for VAWA Measuring Effectiveness Initiative Project the link for the website is http://muskie.usm.maine.edu/vawamei/stopformulamain.htm

36. FFY 2014 S.T.O.P. VAWA expenditures must be made by March 31, 2016. Any extension beyond this time is contingent upon the Office on Violence Against Women approval of the State request for an award extension. Law enforcement, prosecution and courts projects must sign the certification provided by NYS which states that they have consulted with tribal, territorial, State or local victim service programs during the course of developing their projects.

37. The Grantee agrees to safeguard the confidentiality of information relating to individuals who may receive services in the course of this project. This includes, but is not limited to disclosure of victim's name, address, telephone number, or any other identifying information without the prior voluntary written consent of the victim. The Grantee will maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations (e.g., Sections 136 and 372 of the Social Services Law, 18NYCRR357, and Attachment F-Sub-part 39-5 to Part 69 of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York (10NYCRR)). Grantee must comport with the confidentiality and privacy rights and obligations created by any federal or state law, court rules or rules of professional conduct applicable to the work performed by the Grantee. Any breach of confidentiality by the Grantee, its agents or representatives will be cause for the immediate termination of this Agreement.

38. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

39. The Grantee agrees to enter into a subcontract regarding compliance with the terms of this agreement with any agency that has expenses being paid by this grant award and itemized in Attachment B: B-1 - Expenditure Based Budget.

40. The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

41. No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.

42. Any grantee who is not a licensed or an approved provider with the NYS Office of Children and Family Services or the NYS Department of Health agrees to collaborate with an approved sexual assault or domestic violence provider in the recipient's jurisdiction or alternatively with the New York State Coalition Against Sexual Assault (NYSCASA) and/or the New York State Coalition Against Domestic Violence (NYSCADV) if delivering local or regional training or developing resources on the issues of domestic violence, sexual assault, dating violence, or stalking. Grantees delivering statewide training or developing statewide resources on the issues of domestic violence, sexual assault, dating violence, or stalking agree to collaborate with NYSCASA and/or NYSCADV throughout the process.

43. Encouraging Compliance with MWBE Regulations. The Division of Criminal Justice Services (DCJS) 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. DCJS thereby encourages the Contractor to cooperate with the DCJS 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¿). 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. The Contractor may reference the directory of New York State Certified MBWEs found at the following internet address: http://www.esd.ny.gov/mwbe.html. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by

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MWBEs on the Contract.

Award Contract **FY2014 STOP Formula Award**

Project No.	Grantee Name	
SV14-1172-E00	Suffolk County	03/31/2015

Suffolk County Indemnification Clause: NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, sections I.F. and IV.A: The State and Contractor agree that Contractor is an independent contractor, and not an employee of the State. If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Contractor shall be solely responsible to the State for performance, whether the work is performed by the Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

Certified by - on

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STATE OF NEW YORK
DIVISION OF CRIMINAL JUSTICE SERVICES
Alfred E. Smith Office Building
80 South Swan Street
Albany, New York 12210
http://criminaljustice.ny.gov

ANDREW M. CUOMO
GOVERNOR

MICHAEL C. GREEN
EXECUTIVE DEPUTY COMMISSIONER

December 10, 2014

Ms. Patrice Dlhopolsky
Suffolk County Probation Department
PO Box 188
Yaphank, NY 11980

Dear Ms. Dlhopolsky:

I am pleased to announce that your organization has been awarded $66,750 for the FFY 2014 STOP Violence Against Women (VAWA) grant program. This grant award is approved for a 3 year period with a 2 year renewal option. All contracts will operate on a January to December contract period. Accordingly, all awards reflect a 12–month annual award.

The VAWA Program Representative assigned to your project will contact you in the very near future to discuss any changes to your application necessary to finalize this award. ***Be sure to thoroughly read your entire contract before signing***. Our office will be assisting you to ensure the appropriate documentation and reports are maintained in order to be in compliance with the funding requirements.

Congratulations on your award! The Division of Criminal Justices Services is looking forward to working with you on this important initiative during the coming year. Thank you once again for the work you are doing to help prevent violence against women.

Very truly yours,

Michael C. Green
Executive Deputy Commissioner

MCG/kmc
cc: Dennis Cohen

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Intro. Res. No. -2016 Laid on Table 3/22/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, ESTABLISHING THE AUTHORITY OF A DEPUTY COMMISSIONER OF POLICE, SPECIFICATION #9379

WHEREAS, it is desirous for a Deputy Commissioner of Police to have the legal authority afforded to an Exempt class Deputy to act generally for and in place of the Commissioner;

WHEREAS, this authority has not been granted by the Legislature; now, therefore be it;

1st **RESOLVED**, that anyone appointed in the Exempt Jurisdictional Class title of Deputy Commissioner of Police, Specification #9379, is authorized to act generally for and in place of the Commissioner of Police at all times.; and be it further

2nd **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, 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 ("NYCRR") 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. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA; and be it further

3rd **RESOLVED**, that the provisions of the within resolution shall take effect immediately upon its adoption.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

DEPUTY COMMISSIONER OF POLICE

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DISTINGUISHING FEATURES OF THE CLASS

An employee in this class assists the Commissioner in the formulation and implementation of Department objectives, policies and plans, The Deputy is responsible for supervision and coordination of all functions and activities of each Division in the Department and is authorized to act for and in place of the Commissioner at all times. Does related work as required.

TYPICAL WORK ACTIVITIES

Coordinates operations and policies of various Divisions, internally and externally with other departments and County government offices;

Directs and assists individuals in charge of various Divisions;

Coordinates Police Department activities with other law enforcement agencies;

Reviews and evaluates operations of all the divisions;

Promotes public cooperation in all law enforcement efforts.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

Thorough knowledge of the laws of the federal, state and municipal governments; thorough knowledge of public administration; thorough knowledge of public information management systems; ability to gather, assemble, analyze and evaluate information regarding formulation and implementation of Department objectives, policies and plans; ability to establish and maintain effective working relationships with police personnel and other departments and agencies; ability to write reports; ability to supervise and review the work of subordinates in a manner conductive to full performance and high morale; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS

This position is in the exempt jurisdictional classification; therefore, there are no minimum qualifications.

11/18/91
SUFFOLK COUNTY
Exempt

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1292

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION No._____ ESTABLISHING THE AUTHORITY OF A DEPUTY COMMISSIONER OF POLICE, SPECIFICATION # 9379

3. Purpose of Proposed Legislation

This is a request to establish the required authority of a Deputy Commissioner of Police to act generally for and in place of the Commissioner at all times. This authority is necessary to allow placement of positions in the Exempt jurisdictional class in accordance with NYS Civil Service Law, Section 41.

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

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

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

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

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

8. Proposed Source of Funding

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	
~~Cynthia DiStefano~~ ~~Chief of Classification~~ Beth A Reynolds, Assist. Budget Director	Beth A Reynolds	~~January 15, 2008~~ March 16, 2016

SCIN FORM 175b (10/95)

Home Rule Message No. 1 -2016 LOT 3/22/2016
Introduced by Presiding Officer Gregory

HOME RULE MESSAGE REQUESTING THE STATE OF NEW YORK TO ENACT LEGISLATION ESTABLISHING A BI-COUNTY COMMISSION IN THE COUNTIES OF NASSAU AND SUFFOLK TO STUDY THE FEASIBILITY OF ESTABLISHING THE STATE OF LONG ISLAND (SENATE BILL S.2362A AND ASSEMBLY BILL A.3116A)

WHEREAS, Long Island sends billions of dollars annually to Albany in taxes on income, corporations, sales, mortgage, tobacco, insurance and alcohol, as well as racing and motor vehicle fees and MTA commuter taxes; and

WHEREAS, between 2002 and 2004, Long Islanders paid $8.124 billion in state taxes yet only $5.2 billion was returned to the Island in direct local aid, tuition assistance, highway aid, pension payments, lottery money, MTA subsidies and Medicaid payments; and

WHEREAS, if this inequitable tax distribution was remedied, the average Long Island family of four would realize approximately thousands of dollars per year in tax savings; and

WHEREAS, there has been a growing demand for Suffolk and Nassau counties to consolidate into one government to be known the State of Long Island; and

WHEREAS, the imbalance of payments between Long Island and Albany could be addressed by the creation of a state made up of both counties allowing the residents in the counties to exercise more control over their finances and relieve them of Albany mandates; and

WHEREAS, Long Island is geographically larger than the states of Rhode Island and Delaware and has a population of just under three million residents, which is larger than the combined populations of 17 states; and

WHEREAS, the feasibility of establishing Nassau and Suffolk Counties as a separate state should be seriously studied by representatives of both counties; now, therefore, be it

1st **RESOLVED**, that this Legislature hereby supports Senate Bill No. S.2362A and Assembly Bill No. A.3116A to establish a bi-county commission to study the feasibility of establishing the State of Long Island and authorize a non-binding ballot referendum for Nassau and Suffolk Counties in November, 2018; and be it further

2nd **RESOLVED**, that the Clerk of this Legislature is hereby directed to forward copies of this Resolution to Governor Andrew M. Cuomo; to the Majority Leader of the New York State Senate John Flanagan; to the Speaker of the New York State Assembly Carl Heastie; to the Minority Leaders of the New York State Senate and the New York State Assembly; and to each member of the Long Island delegation to the New York State Legislature.

STATE OF NEW YORK

S. 2362--A A. 3116--A

2015-2016 Regular Sessions

SENATE - ASSEMBLY

January 22, 2015

IN SENATE -- Introduced by Sen. LAVALLE -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government -- recommitted to the Committee on Local Government in accordance with Senate Rule 6, sec. 8 -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

IN ASSEMBLY -- Introduced by M. of A. THIELE, GARBARINO, PALUMBO -- read once and referred to the Committee on Governmental Operations -- recommitted to the Committee on Governmental Operations in accordance with Assembly Rule 3, sec. 2 -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT in relation to establishing a bi-county commission in the counties of Nassau and Suffolk to study the feasibility of establishing the state of Long Island

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Legislative findings: Nassau and Suffolk counties comprise
2 an area of 2,826 square miles, larger than the states of Rhode Island
3 and Delaware. The combined population of the two counties is 2.832
4 million which is greater than the population of 17 states. For the years
5 2002-2004, Long Island paid 8.124 billion dollars in state taxes yet
6 only 5.2 billion dollars was returned in direct local aid, tuition
7 assistance, highway aid, pension payments, lottery money, metropolitan
8 transportation authority subsidies and Medicaid payments. For many years
9 the question of forming the state of Long Island has been discussed in
10 public and academic forums. The issue should be investigated, a report
11 prepared and referendum held in Nassau and Suffolk counties so the citi-
12 zens may be heard.
13 § 2. There is hereby established a Nassau and Suffolk bi-county
14 commission to study the feasibility of forming the state of Long Island
15 to consist of the counties of Nassau and Suffolk. Such commission shall

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD07185-02-6

be comprised of 24 members, 12 of whom shall reside in the county of Nassau and 12 of whom shall reside in the county of Suffolk. The county executive of each county shall serve on the commission as co-chairs. Of the remaining 22 members, 5 members from each county shall be appointed by the county executive of the county in which such county executive serves; 3 members from each county shall be appointed by the majority leader of the county legislature from the county in which such majority leader serves, and 3 members from each county shall be appointed by the minority leader of the county legislature from the county in which such minority leader serves. Members of the commission shall receive no compensation for their services, but shall be allowed their actual and necessary expenses incurred in the performance of their duties. Members of the commission shall serve at the pleasure of their appointing authority. Vacancies on the commission shall be filled in the same manner as the original appointment.

§ 3. The study authorized by section two of this act shall be completed and submitted to the Nassau county legislature and the Suffolk county legislature on or before July 1, 2018.

§ 4. At the general election to be held November 7, 2018, the county of Nassau and the county of Suffolk shall be submitted to the voters of such counties, a referendum concerning whether or not the state of Long Island shall be formed. Such referendum shall be deemed approved if it is approved by a majority of the voters voting on such referendum in each county, provided however that the approval of such referendum shall not be binding upon the county of Nassau or the county of Suffolk.

§ 5. This act shall take effect immediately.

NEW YORK STATE SENATE
INTRODUCER'S MEMORANDUM IN SUPPORT
submitted in accordance with Senate Rule VI. Sec 1

BILL NUMBER: S2362A

SPONSOR: LAVALLE

TITLE OF BILL:

An act in relation to establishing a bi-county commission in the counties of Nassau and Suffolk to study the feasibility of establishing the state of Long Island

PURPOSE:

Establishes a bi-county commission in the counties of Nassau and Suffolk to study the feasibility of establishing the state of Long island.

SUMMARY OF PROVISIONS:

To create a 24 member Nassau/Suffolk bi-county commission chaired by the respective county executives for the purpose of conducting a feasibility study on the establishment of a state of Long Island to be completed on or before July, 1, 2018 and submitting the question of statehood to the Nassau/Suffolk electors in a non binding referendum at the November 7, 2018 election.

JUSTIFICATION:

The issue of creating the State of Long Island in Nassau and Suffolk counties has long been a topic of debate. This bill would create a bi-county commission to study and report to the people who can then participate in a non binding referendum. This issue requires full participation of the citizens for Nassau and Suffolk on whether any process for statehood should be initiated. This bill will allow for a full discussion of the myriad of issues involved in such endeavor and allow the citizens of the two counties to analyze the report and express their opinion on statehood in a non binding referendum.

LEGISLATIVE HISTORY:

2013-14 S.4398/A.6391

FISCAL IMPLICATIONS:

To be determined.

EFFECTIVE DATE:
Immediately.

Introduced by Legislators Hahn, Krupski, Anker, Fleming, Muratore and Trotta

Laid on Table 3/22/16

PROCEDURAL RESOLUTION NO. 5 -2016, SETTING LAND ACQUISITION PRIORITIES IN ACCORDANCE WITH "AAA PROGRAM" REQUIREMENTS (2016 - PHASE I)

WHEREAS, Resolution No. 265-2013, codified at § 1070-17 of the SUFFOLK COUNTY CODE, established a new process to govern the County's land acquisitions; and

WHEREAS, pursuant to § 1070-17 of the SUFFOLK COUNTY CODE, the Division of Planning and Environment is required to periodically provide a report to the Legislature's Environment, Planning and Agriculture Committee containing all proposed acquisition sites reviewed by the Division and the highest offer price approved for each by the Environmental Trust Review Board, together with scoring and recommendations by the Division as well as an account of the funds expected to be available for acquisitions; and

WHEREAS, the Environment, Planning and Agriculture Committee is empowered to prepare procedural resolutions which sets forth the County's priorities for acquisition and submit such resolutions to the full Legislature for consideration; and

WHEREAS, the Division of Planning and Environment presented their periodic report to the Environment, Planning and Agriculture Committee on March 13, 2016; now, therefore be it

1st **RESOLVED**, that this Legislature hereby designates the following parcels as the County's priority acquisitions pursuant to §1070-17 of the SUFFOLK COUNTY CODE:

SUFFOLK COUNTY TAX MAP NUMBER	ACRES	REPUTED OWNER AND ADDRESS
District 0103 Section 016.00 Block 04.00 Lot 047.000 (Santapogue Creek)	11,449 SF	Francesca Scaduto 2552 Cypress Avenue East Meadow, NY 11554
District 0103 Section 016.00 Block 04.00 Lot 048.000 (Santapogue Creek)	11,156 SF	Vincenzo Anzisi 154 East Zorrane Drive Farmingdale, NY 11735
District 0200 Section 511.00 Block 06.00 Lot 065.000 (Core Pine Barrens, Manorville)	0.36	Estate of Vincent Riehl 3740 Libby Lane Wantagh, NY 11793
District 0200 Section 511.00 Block 06.00 Lot 067.000 (Core Pine Barrens, Manorville)	0.36	Estate of Vincent Riehl 3740 Libby Lane Wantagh, NY 11793

District 0209 Section 025.00 Block 07.00 Lot 006.000 (Mastic-Shirley)	6,000 SF	Gerald Sinning 18 Oaktree Drive Moriches, NY 11940
District 0209 Section 037.00 Block 01.00 Lots 007.000, 009.000, 012.000 (Mastic-Shirley)	10,000 SF	Joseph Weinzettle, Jr. P.O. Box 3 York, ME 03909
District 0600 Section 007.00 Block 03.00 Lot 043.000 (North Fork Preserve Addition)	5.1	Dr. Alan S. Gorman P.O. Box 655 Aquebogue, NY 11931
District 0800 Section 169.00 Block 04.00 Lot 016.000 (Spectacle Pond)	8,750 SF	Estate of Anthony C. Sapienza 2070 East 34th Street Brooklyn, NY 11234
District 0800 Section 154.00 Block 05.00 Lot 015.000 (Hauppauge Springs)	4.8	Janice Bradt 193 Windwatch Drive Hauppauge, NY 11788
District 0800 Section 154.00 Block 05.00 Lot 017.000 (Hauppauge Springs)	1.8	Janice Bradt 193 Windwatch Drive Hauppauge, NY 11788
District 0800 Section 154.00 Block 05.00 Lot 016.000 (Hauppauge Springs)	9 Lots	Richard Hollow Inc. & Richard Nellin 1085 Route 112 Port Jefferson Station, NY 11776
District 0900 Section 198.00 Block 03.00 Lot 005.000 (Core Pine Barrens - Westhampton)	2.3	Estate of Gary Susnjara 30 Sutton Place, Apt. 5B New York, NY 10022

District 0900 Section 240.00 Block 01.00 Lot 038.000 (Core Pine Barrens - Westhampton)	1.93	John G. Marinuzzi 403 Estante Way Los Alamos, NM 87544
District 0900 Section 215.03 Block 01.00 Lot 040.000 (Core Pine Barrens - Westhampton)	1.01	John G. Marinuzzi 403 Estante Way Los Alamos, NM 87544
District 0900 Section 241.00 Block 01.00 Lot 001.000 (Core Pine Barrens - Westhampton)	0.78	John G & Roberta Marinuzzi 403 Estante Way Los Alamos, NM 87544
District 1000 Section 127.00 Block 03.00 Lot 008.000 (Brushes Creek)	5.4	Tristate Capital Holdings 37 Drew Drive Eastport, NY 11941
District 1000 Section 127.00 Block 03.00 Lot 009.002 (Brushes Creek)	2.1	Capital Asset Retirement Fund 37 Drew Drive Eastport, NY 11941
District 1000 Section 127.00 Block 03.00 Lot 010.002 (Brushes Creek)	3.4	Jeffrey Hallock 37 Drew Drive Eastport, NY 11941
District 1000 Section 127.00 Block 03.00 Lot 010.003 (Brushes Creek)	1.8	Hallock Holding Corp. 37 Drew Drive Eastport, NY 11941
District 1000 Section 127.00 Block 08.00 Lot 017.002 (Brushes Creek)	0.67	Capital Asset & Tristate 37 Drew Drive Eastport, NY 11941

District	1000	12.5	Capital Asset Retirement Fund
Section	127.00		37 Drew Drive
Block	08.00		Eastport, NY 11941
Lot	017.003		
(Brushes Creek)			

and be it further

2nd **RESOLVED**, that the Division of Real Property, Acquisition and Management is hereby authorized, empowered and directed to make offers for the purchase of the priority parcels set forth in the 1st RESOLVED clause of this resolution; and be it further

3rd **RESOLVED**, that, upon execution by the reputed site owner of a Contract of Sale for the purchase of such owner's parcel as set forth in the 1st RESOLVED clause, as applicable, the Division of Real Property Acquisition and Management is hereby authorized and empowered to expend monies for necessary title reports, surveys, and environmental site assessments for such parcels identified in the 1st RESOLVED clause of this resolution.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO §1070-17 OF THE SUFFOLK COUNTY CODE

s:/procedural motions/AAA requirements 3-15-16 Phase I