LAID ON THE TABLE JUNE 1,2016
LADS REPORT PREPARED BY:
Keisha Jacobs

1489. Authorizing certain technical correction to adopted Resolution No. 1076-2014. (Co. Exec.) WAYS & MEANS

1490. Appointing member to the Council on Environmental Quality (Robert N. Carpenter, Jr.). (Krupski) ENVIRONMENT, PLANNING AND AGRICULTURE

1491. Appointing member to the Council on Environmental Quality (Louise Harrison). (Krupski) ENVIRONMENT, PLANNING AND AGRICULTURE

1492. Approving County funding for a contract agency (Mastic Beach Property Owner's Association). (Browning) BUDGET AND FINANCE

1493. Adopting Local Law No. -2016, A Local Law to improve Alarm System Registration requirements. (Browning) PUBLIC SAFETY

1494. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 1027-2016). (Co. Exec.) BUDGET AND FINANCE

1495. Refunding bond resolution of the County of Suffolk, New York, adopted , 2016 authorizing the refunding of certain outstanding serial bonds of said County, stating the plan of refunding, appropriating an amount not to exceed $540,000,000 for such purpose, authorizing the issuance of not to exceed $540,000,000 refunding bonds to finance said appropriation, and making certain other determinations relative thereto. (Co. Exec.) BUDGET AND FINANCE

1496. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 1028-2016). (Co. Exec.) BUDGET AND FINANCE

1497. Authorizing a license agreement with the Hauppauge Youth Organization. (Co. Exec.) WAYS & MEANS

1498. Approving the reappointment of Russell Calemmo as a member of the Suffolk County Electrical Licensing Board. (Co. Exec.) SENIORS AND CONSUMER PROTECTION

1499. Approving the reappointment of Robert Kohlmeyer as a member of the Suffolk County Electrical Licensing Board. (Co. Exec.) SENIORS AND CONSUMER PROTECTION

1500. Approving the reappointment of Robert Ritter as a member of the Suffolk County Home Improvement Contracting Board. (Co. Exec.) SENIORS AND CONSUMER PROTECTION

1501. Amending the 2016 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health to Family Service League for the Children's Case Management Program. (Co. Exec.) HEALTH

1502. To appoint member of Suffolk County Youth Board Coordinating Council representing Legislative District No. 9 (Marvin Smith). (Co. Exec.) EDUCATION AND HUMAN SERVICES

1503. Adopting Local Law No. -2016, A Charter Law to improve the County's budget approval and amendment process to increase transparency and accountability ("Taxpayer Awareness Act"). (Cilmi) BUDGET AND FINANCE

1504. To strengthen the Teen Pregnancy Advisory Board. (Spencer) EDUCATION AND HUMAN SERVICES

1505. Reappointing member of the Council on Environmental Quality (Eva Growney). (Hahn) ENVIRONMENT, PLANNING AND AGRICULTURE

1506. Reappointing member of the Council on Environmental Quality to represent historic preservation interests (Mary Ann Spencer). (Hahn) ENVIRONMENT, PLANNING AND AGRICULTURE

1507. Authorizing 2016 emerging Film Festival Funding. (Co. Exec.) ECONOMIC DEVELOPMENT

1508. To reappoint member of the Suffolk County Planning Commission (Michael F. Kelly). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1509. To reappoint member of the Suffolk County Planning Commission (Kevin Gershowitz). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1510. To reappoint member of the Suffolk County Planning Commission (Adrienne Esposito). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1511. Approval of auction rules for the disposition of surplus property acquired under the Suffolk County Tax Act. (Co. Exec.) WAYS & MEANS

1512. Accepting and appropriating 100% grant funds received from the New York State Division of Criminal Justice Services to the Suffolk County District Attorney's Office, under the Crimes against Revenue Program. (Co. Exec.) PUBLIC SAFETY

1513. To reappoint member of the Suffolk County Planning Commission (John J. Finn). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1514. To appoint member of the Suffolk County Planning Commission (Samuel Chu). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1515. To appoint member of the Suffolk County Planning Commission (Rodney Anderson). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1516. Amending the Suffolk County Classification and Salary Plan in connection with a new position title in the Sheriff's Office: Employee Relations Director (Sheriff's Office). (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1517. Authorizing the inclusion of new parcel(s) into an existing certified Agricultural District(s) in the County of Suffolk – 2016 – Home Rescue Solutions Limited (SCTM No. 1000-059.00-10.00-002.000). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1518. Authorizing the inclusion of new parcel(s) into an existing certified Agricultural District(s) in the County of Suffolk – 2016 – Threshold Blue Inc. (SCTM No. 1000-063.00-02.00-006.002). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1519. Authorizing the disapproval of a new parcel for inclusion into an existing certified Agricultural District(s) in the County of Suffolk – 2016 – Kurt and Susan Meyer (SCTM No. 0802-010.00-04.00-008.000). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1520. Authorizing the inclusion of new parcel(s) into an existing certified Agricultural District(s) in the County of Suffolk – 2016 – South Country Farms, LLC (SCTM No. 0200-976.10-03.00-027.002). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1521. Authorizing the inclusion of new parcel(s) into an existing certified Agricultural District(s) in the County of Suffolk – 2016 – Agriturismo Sannino, LLC (SCTM No. 1000-101.00-01.00-014.006). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1522. Authorizing the inclusion of new parcel(s) into an existing certified Agricultural District(s) in the County of Suffolk – 2016 – MF LK Holdings, LLC (SCTM No. 0600-021.00-01.00-003.000). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1523. Authorizing the disapproval of a new parcel for inclusion into an existing certified Agricultural District(s) in the County of Suffolk – 2016 – Timber Gardens, LLC (SCTM No. 0600-066.00-01.00-017.007). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1524. Authorizing the inclusion of new parcel(s) into an existing certified Agricultural District(s) in the County of Suffolk – 2016 – Laura Mccarthy (SCTM No. 1001-007.00-03.00-019.003). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1525. Authorizing the inclusion of new parcel(s) into an existing certified Agricultural District(s) in the County of Suffolk – 2016 – Meador Land Company, LLC (SCTM No. 1000-055.00-01.00-007.000). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1526. Authorizing the inclusion of new parcel(s) into an existing certified Agricultural District(s) in the County of Suffolk – 2016 – Sagaponack Realty, LLC (SCTM No. 0908-010.00-03.00-001.000). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1527. Authorizing the disapproval of new parcels for inclusion into an existing certified Agricultural District(s) in the County of Suffolk – 2016 – Pal-O-Mine Equestrian Inc. (SCTM Nos. 0504-004.00-01.00-019.000, 0504-009.00-01.00-035.000). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1528. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Carol Ann Vickers (SCTM No. 0102-001.00-02.00-090.000). (Co. Exec.) WAYS & MEANS

1529. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Dianne Pendolfo, as executrix of the last will and testament of Joseph Smalley, deceased (SCTM No. 1000-095.00-04.00-018.011). (Co. Exec.) WAYS & MEANS

1530. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Elizabeth Laster (SCTM Nos. 0400-098.00-02.00-060.001 and 0400-098.00-02.00-060.002). (Co. Exec.) WAYS & MEANS

1531. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Richard Vetrano and Margaret L. Vetrano, his wife (SCTM No. 0900-232.00-03.00-002.000). (Co. Exec.) WAYS & MEANS

1532. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Anthony Emanuele (SCTM No. 0800-018.00-04.00-021.000). (Co. Exec.) WAYS & MEANS

1533. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Eric W. Baldwin, as to a ⅓ interest acquired by deed in Liber 12858, Page 703, Lannie Rice, as to ⅓ interest acquired as heir of Macie Rice and Brownie Rice, as to ⅓ interest acquired as heir of Macie Rice (SCTM No. 0200-606.00-02.00-025.000). (Co. Exec.) WAYS & MEANS

1534. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act James Lascalia and Joanne Lascalia, his wife (SCTM No. 0200-029.00-05.00-025.001). (Co. Exec.) WAYS & MEANS

1535. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act 125 E. Jericho Tpke. Corp. (SCTM No. 0400-239.00-03.00-090.000). (Co. Exec.) WAYS & MEANS

1536. 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 Anne Schultheis (SCTM No. 0700-017.00-01.00-008.000). (Co. Exec.) WAYS & MEANS

1537. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Joseph James (SCTM No. 0200-958.00-07.00-019.000). (Co. Exec.) WAYS & MEANS

1538. Authorizing use of the Long Island Maritime Museum by the Rotary Club of Sayville for Annual Beefsteak Fundraiser. (Co. Exec.) PARKS & RECREATION

1539. Amending the 2016 Capital Budget and Program and appropriating funds in connection with the purchase of public safety vehicles (CP 3512). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1540. Amending the 2016 Capital Budget and Program and appropriating funds in connection with improvements to CR 1, County Line Road (CP 5581). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1541. Amending the 2016 Capital Budget and Program and appropriating additional funds in connection with strengthening and improving County roads (CP 5014). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1542. Appropriating funds in connection with infrastructure – College Wide (CP 2149). (Co. Exec.) EDUCATION AND HUMAN SERVICES

1543. Appropriating funds in connection with rehabilitation of various bridges and embankments (CP 5850). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1544. Appropriating County and Federal funds in connection with application and removal of lane (pavement) markings (CP 5037). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1545. Amending the 2016 Capital Budget and Program, authorizing $8,600,000 in funds for the purchase of new hybrid-electric transit buses for Suffolk County Transit and accepting and appropriating Federal and State Aid and County funds (CP 5658). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1546. Accepting and appropriating Federal funding in the amount of $35,096 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 79.4% support. (Co. Exec.) PUBLIC SAFETY

1547. Accepting and appropriating Federal funding in the amount of $7,500 from the Department of Homeland Security, United States Immigration and Customs Enforcement (ICE), for the Suffolk County Police Department's participation in the ICE El Dorado Task Force with 79.4% support. (Co. Exec.) PUBLIC SAFETY

1548. Accepting and appropriating a grant in the amount of $153,970 in State funding from the New York State Division of Homeland Security and Emergency Services, for the Public Safety Answering Point (PSAP) 2015 Grant Program with 100% support. (Co. Exec.) PUBLIC SAFETY

1549. 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 Tactical Diversion Task Force with 79.4% support. (Co. Exec.) PUBLIC SAFETY

1550. Accepting and appropriating 100% State grant funds from the New York State Department of Health in the amount of $323,908 for the Tobacco Enforcement Program-ATUPA administered by the Suffolk County Department of Health Services, Division of Preventive Medicine and to execute grant related agreements. (Co. Exec.) HEALTH

1551. Accepting and appropriating 100% grant funds from the New York State Department of Health in the amount of $187,597 for the Drinking Water Enhancement Program administered by the Suffolk County Department of Health Services, Division of Environmental Quality and to execute grant related agreements. (Co. Exec.) HEALTH

1552. Accepting and appropriating 100% grant funds from Health Research, Inc. passed through from the New York State Department of Health in the amount of $205,000 for the Expanded Partner Services (EPS) Program administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements. (Co. Exec.) HEALTH

1553. Accepting and appropriating 100% State grant funds from the New York State Department of Health in the amount of $16,576 for the Rabies Control Program administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements. (Co. Exec.) HEALTH

1554. Accepting and appropriating Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services (DHSES) in the amount of $50,000 for "Operation Shield 2016" under State Homeland Security Program (SHSP FY2015) to be administered by the Suffolk County Sheriff's Office in partnership with the Suffolk County Police Department, the East End Marine Task Force and various other federal, state and local agencies, and to execute grant related agreements with 100% support. (Co. Exec.) PUBLIC SAFETY

1555. Amending the 2016 Capital Budget and Program and appropriating funds in connection with the purchase of sewer facility maintenance equipment and authorizing a temporary increase in the fleet (CP 8164). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1556. Amending the 2016 Capital Budget and Program and appropriating funds in connection with the County share for participation in pavement resurfacing of CR 80, Montauk Highway from the vicinity of CR 101, Sills Road to the vicinity of NY24 (CP 5599, PIN 076090). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1557. Amending the 2016 Capital Budget and Program and appropriating funds in connection with the County share for participation in pavement resurfacing of CR 48, Middle Road from the vicinity of Cox Neck Road to the vicinity of Horton Lane (CP 5599, PIN 076091). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1558. Amending the 2016 Capital Budget and Program and appropriating funds in connection with the County share for participation in pavement resurfacing of CR 94, Nugent Drive from the vicinity of River Road to the vicinity of CR 51, East Moriches-Riverhead Road (CP 5599, PIN 076092). (Co. Exec.) PUBLIC

WORKS, TRANSPORTATION AND ENERGY

1559. Accepting and appropriating State grant funding in the amount of $50,000 from the New York State Division of Criminal Justice Services for a Precinct Digital Signage Program with 100% support. (Co. Exec.) PUBLIC SAFETY

1560. Calling for a public hearing for the purpose of increasing and improving facilities for Suffolk County Sewer District No. 7 – Medford Woodside Facility (CP 8194). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1561. A resolution making certain findings and determinations and issuing an order in relation to the increase and improvement of facilities for Suffolk County Sewer District No. 14 – Parkland (CP 8151). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1562. Authorizing the acquisition of land under the New Suffolk County Drinking Water Protection Program (effective December 1, 2007) – open space component - for the Galasso Property – Pine Barrens Core/Warbler Woods addition Town of Brookhaven – (SCTM No. 0200-528.00-06.00-018.000). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1563. Authorizing the acquisition of land under the New Suffolk County Drinking Water Protection Program (effective December 1, 2007) – open space component - for the Wood Property – Wading River Wetlands Town of Riverhead – (SCTM No. 0600-029.00-02.00-025.000). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

PROCEDURAL MOTIONS

PM06. Apportioning Mortgage Tax By: County Comptroller. (Pres. Off.)

PM07. To set a public hearing for the inclusion of new parcels into an existing Agricultural District – Home Rescue Solutions Limited (SCTM No. 1000-059.00-10.00-002.000). (Pres. Off.)

PM08. To set a public hearing for the inclusion of new parcels into an existing Agricultural District – Threshold Blue Inc. (SCTM No. 1000-063.00-02.00-006.002). (Pres. Off.)

PM09. To set a public hearing for the proposed inclusion of a parcel into an existing Agricultural District – Kurt and Susan Meyer (SCTM No. 0802-010.00-04.00-008.000). (Pres. Off.)

PM10. To set a public hearing for the inclusion of new parcels into an existing Agricultural District – South Country Farms, LLC (SCTM No. 0200-976.10-03.00-027.002). (Pres. Off.)

PM11. To set a public hearing for the inclusion of new parcels into an existing Agricultural District – Agriturismo Sannino, LLC (SCTM No. 1000-101.00-01.00-014.006). (Pres. Off.)

PM12. To set a public hearing for the inclusion of new parcels into an existing Agricultural District – MF LK Holdings, LLC (SCTM No. 0600-021.00-01.00-

003.000). (Pres. Off.)

PM13. To set a public hearing for the proposed inclusion of a parcel into an existing Agricultural District – Timber Gardens, LLC (SCTM No. 0600-066.00-01.00-017.007). (Pres. Off.)

PM14. To set a public hearing for the inclusion of new parcels into an existing Agricultural District – Laura McCarthy (SCTM No. 1001-007.00-03.00-019.003). (Pres. Off.)

PM15. To set a public hearing for the inclusion of new parcels into an existing Agricultural District – Meador Land Company, LLC (SCTM No. 1000-055.00-01.00-007.000). (Pres. Off.)

PM16. To set a public hearing for the inclusion of new parcels into an existing Agricultural District – Sagaponack Realty, LLC (SCTM No. 0908-010.00-03.00-001.000). (Pres. Off.)

PM17. To set a public hearing for the proposed inclusion of parcels into an existing Agricultural District – Pal-O-Mine Equestrian Inc. (SCTM Nos. 0504-004.00-01.00-019.000 And 0504-009.00-01.00-035.000). (Pres. Off.)

1489

Intro. Res. No. -2016 Laid on Table 6/1/16
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING CERTAIN TECHNICAL CORRECTION TO ADOPTED RESOLUTION NO. 1076-2014

WHEREAS, the County Legislature has adopted and the County Executive has signed Resolution No. 1076-2014; and

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

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

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

Resolution No. 1076-2014

Under the 4TH RESOLVED clause under Project No. change the Project No.:

FROM

Project No.
529-CAP-5702.322

TO

Project No.
525-CAP-5702.322

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

COUNTY OF SUFFOLK

1489

OFFICE OF THE COUNTY EXECUTIVE

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

RECEIVED
2016 MAY -6 A 10:43
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPPAUGE

MEMORANDUM

TO: Jason Richberg
Chief Deputy Clerk

FROM: Connie R. Corso
Budget Director

DATE: May 4, 2016

SUBJECT: **Technical Correction for Resolution No. 1076-2014**

Would you please have Resolution No. 1076-2014 corrected as follows:

Under the 4th **RESOLVED** clause of Adopted Resolution No. 1076-2014 under Project No. is hereby amended to read as follows:

Project No.
529-CAP-5702.322 [525-CAP-5702.322]

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

I have attached a marked copy of this resolution for your use.

CRC:lp
enc.
cc: Jon Schneider, Deputy County Executive for Intergovernmental Affairs
Katie Horst, Director of Intergovernmental Relations
Nick Paglia Budget Office
Beth Guerriero, Audit & Control
Amy Baldwin, DPW

1489

Intro. Res. No. 2026-2014 Laid on Table 11/18/2014
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. 1076 -2014, APPROPRIATING FUNDS IN CONNECTION WITH RENOVATION AND CONSTRUCTION OF FACILITIES AT FRANCES S. GABRESKI AIRPORT (CP 5702)

WHEREAS, the Commissioner of the Department of Economic Development and Planning has requested funds for the Renovation and Construction of Facilities at Francis S. Gabreski Airport (CP 5702); and

WHEREAS, these funds will allow the Department to repair the roof of the Administrative Building: and

WHEREAS, the 2014 Adopted Capital Budget and Program includes funds to cover the full cost of said request under Capital Project 5702; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the Adopted 2014 Capital Budget, as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $200,000 in Suffolk County Serial Bonds; 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 resolution constitutes a Type II action pursuant to Title 6 NYCRR Part 617.5(C)(1)(2), in that this legislative decision involves continuing agency administration and management for the maintenance, repair, replacement, rehabilitation or reconstruction of a structure or facility in kind on the same site involving no substantial changes in the existing structure or facility, as such, the County 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 64 (sixty-four) 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 Department of Economic Development and Planning pursuant to Section C35-2 (W) of the Suffolk County Charter, and the Department of Public Works pursuant to Section C8-2 (X) of the Suffolk County Charter are hereby authorized, empowered and directed to take such action as may be necessary to complete this project; and be it further

4th **RESOLVED**, that the proceeds of $200,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	JC	Project Title	Amount
529 ~~525~~-CAP-5702.322 (Fund 625-Debt Service)	20	Renovation and Construction of Facilities at Francis S. Gabreski Airport	$200,000

DATED: December 2, 2014

1489

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: December 11, 2014

1490

Intro. Res. No. -2016 Laid on Table 6/1/16
6Introduced by Legislator Krupski

RESOLUTION NO. -2016, APPOINTING MEMBER TO THE COUNCIL ON ENVIRONMENTAL QUALITY (ROBERT N. CARPENTER, JR.)

WHEREAS, appointments to the Council on Environmental Quality (CEQ) are now within the exclusive purview of the County Legislature under Section 1-3 of the SUFFOLK COUNTY CHARTER; and

WHEREAS, James F. Bagg, Jr., resigned as a member of the Council on Environmental Quality, effective August, 2015, thereby creating a vacancy; now, therefore be it

1st **RESOLVED**, that **Robert N. Carpenter, Jr.**, who currently resides in Calverton, New York, is hereby appointed as a member of the Suffolk County Council on Environmental Quality, pursuant to Section 1-3(A) of the SUFFOLK COUNTY CHARTER, to fill the unexpired term of James F. Bagg, Jr., said term of office to expire on March 23, 2019.

DATED:

EFFECTIVE PURSUANT TO SECTIONS 2-15(A) AND 1-3(A) OF THE SUFFOLK COUNTY CHARTER

s:\res\r-appt-carpenter-ceq

1490

ROBERT N. CARPENTER, JR.

, CALVERTON, NY 11933

Cell (631) Home (631)

OBJECTIVE: To represent the Agricultural Industry to the best of my ability; to ensure the future of our farm community.

SUMMARY

- ✓ Excellent problem solving skills
- ✓ Strong customer relations
- ✓ Excellent communication skills both written and oral
- ✓ Experienced at using Microsoft Office Products
- ✓ Sage Business Works
- ✓ Excellent Financial Acumen

EXPERIENCE

Long Island Farm Bureau 1985 to Present

Administrative Director-2014 – Present

- ✓ Oversee 3 staff people
- ✓ Responsible for Technology
- ✓ Report to 16 member Board of Directors
- ✓ Registered Lobbyist
- ✓ Organize Events
- ✓ Testify at Public Hearings
- ✓ Execute policy decision of LIFB Members

Office Manager – 1999-2014

- ✓ Manage daily operations of office
- ✓ Execute grants and programs
- ✓ Prepare and execute budget
- ✓ Assist Executive Director in functions
- ✓ Organize Fundraisers and Golf Outings

1490

Bookkeeper – 1985-1989

- ✓ Organize Annual Meetings
- ✓ Organize and participate in Farm Bureau Lobby Days and Reception

ORGANIZATIONS

Member – League of Conservation Voters Long Island Chapter– Present
Peconic Land Trust – Public Policy Committee – Present
Suffolk County Farmland Committee – Advisor - Present
Chairman – Suffolk County Soil & Water Conservation District – Present
Brookhaven Agricultural Advisory Board – Present

EDUCATION

Suffolk County College
Mercy High School - graduate

HOBBIES

Golf
Reading
Financial Markets
Traveling
Cooking

*References available upon request 11-2015

1491

Intro. Res. No. -2016 Laid on Table 6/1/16

6Introduced by Legislator Krupski

RESOLUTION NO. -2016, APPOINTING MEMBER TO THE COUNCIL ON ENVIRONMENTAL QUALITY (LOUISE HARRISON)

WHEREAS, appointments to the Council on Environmental Quality (CEQ) are now within the exclusive purview of the County Legislature under Section 1-3 of the SUFFOLK COUNTY CHARTER; and

WHEREAS, Richard Machtay resigned as a member of the Council on Environmental Quality, effective May 31, 2013, thereby creating a vacancy; now, therefore be it

1st **RESOLVED**, that **Louise Harrison**, who currently resides in Peconic, New York, is hereby appointed as a member of the Suffolk County Council on Environmental Quality, pursuant to Section 1-3(A) of the SUFFOLK COUNTY CHARTER, to fill the unexpired term of Richard Machtay, said term of office to expire on March 23, 2017.

DATED:

EFFECTIVE PURSUANT TO SECTIONS 2-15(A) AND 1-3(A) OF THE SUFFOLK COUNTY CHARTER

s:\res\r-appt-harrison-ceq

1491

LOUISE HARRISON
1, Peconic, NY 11958
631

Environmental professional concentrating in conservation biology and ecology of Long Island terrestrial and wetland ecosystems for more than 20 years, including ecosystem monitoring, protection, restoration, and management. Expertise in environmental impact review, SEQRA, freshwater and tidal wetland biology, protection and laws; Pine Barrens ecology; invasive species management; habitat restoration. Excellent project management, writing and public speaking skills. Excellent skills in leading task forces and supervising consultants for positive environmental outcomes. Ranked #1 on current Suffolk County Environmental Protection Director civil service list.

Public Service and Non-Profit Experience

Fish and Wildlife Biologist/Liaison to the Long Island Sound Study National Estuary Program (3/2007–3/2011; 4-year term position)

U.S. Fish and Wildlife Service, Coastal Program
EPA Long Island Sound Study Office, Stamford, CT

Administration, restoration, stewardship, leadership, outreach. Coordinated natural resource programs between US Environmental Protection Agency Long Island Sound Office (National Estuary Program) and US Fish & Wildlife Service Southern New England Coastal Program. Developed annual work plans, budgets, program reports, and program evaluations for watershed-wide stewardship and habitat restoration initiatives, including coastal forests and other upland sites. Used technical skills in land and water resource planning, habitat monitoring, environmental impact analysis, and invasive species management to enhance ecosystem-based management of estuary and plan for climate change adaptation. Responsibilities included field inspections of upland and wetland habitat restoration sites and stewardship sites; recommendations for habitat restoration and stewardship; public open space acquisition; public property stewardship planning; endangered species protection planning; oversight/management of bi-state habitat restoration program and chairing of stewardship work group; supervision of seasonal personnel on GIS analyses of watershed conditions, riverine migratory corridor conditions, and tidal wetlands; and preparation of RFP for $250,000 GIS tool development for stewardship site selection. Reviewed over 100 grant applications for habitat restoration, stewardship planning, water quality improvement, and environmental education projects to be funded through National Fish and Wildlife Foundation. Advocated for and helped focus $3.1 M in EPA fiscal year 2008–2010 funds on stewardship land acquisitions in NY and CT. Served as project officer for EPA Climate Ready Estuaries grant that guided climate change adaptation planning in the City of Groton, CT. Actively participated in Groton's workshops, bringing habitat conservation perspectives to adaptation planning. Received US FWS Star award in 2008 for "leadership, vision and skill in organizing the stewardship initiative." Award noted "amazing" "coordination of diverse work group's activities under a very tight time frame to assemble [funding proposals]"; "outstanding efforts"; and "organizational ability and skill to get the work group to work quickly and well together." Helped develop National Estuary Program's habitat restoration booklet. Bi-state habitat restoration team's success through partnerships were featured in *Ecological Restoration.*

Executive Director (4/2002–9/2004)

Friends of the Bay, Oyster Bay, NY

Administration, supervision, outreach, open space preservation. Supervised staff and volunteers and undertook all administrative duties of premier Long Island North Shore environmental organization. Conducted field inspections and environmental impact analyses on development projects, provided testimony at public hearings, and nominated and justified key environmentally sensitive properties for public acquisition. Secured and supervised staff and volunteers of extensive water quality monitoring program in Oyster Bay National Wildlife Refuge and surrounding waters. Raised organization's profile through constant media coverage, outreach publications, online communications, and public speaking. Planned and organized community events, annual meetings, and media outreach campaigns. Prepared program reports, budgets, and other materials for board of directors and advised them on local and regional environmental protection issues. Managed all financial transactions including payroll, purchases, and fundraising activities and prepared documents for accountants. Guided organizational transition from a single-issue, activist-based nonprofit to a long-term,

(Continued)

Public Service and Non-Profit Experience

(Continued from previous page)
mainstream, community-service and education-oriented organization. Rebuilt and expanded volunteer force; helped board of directors recast and redefine the organization's mission to include all aspects of watershed and habitat protection. Wrote grants, including one for a riverine watershed study that resulted in the largest public grant to the organization to that date. Forged relationship with local government and developed a New York State Waterfront Planning Grant for the town of oyster bay. Created and cultivated new private and public partnerships to enhance water quality in watershed and estuary. Partnered with National Wildlife Refuge Complex project leader to develop plans for 40th anniversary of Oyster Bay NWR. Frequent public speaker.

Coastal Resources Specialist (11/1992–12/1996)
Long Island satellite office

NYS Department of State, Division of Coastal Resources (now is Division of Planning), Albany, NY

Provided ecological expertise for New York's Coastal Management Program. Wrote chapters of the Long Island Sound Coastal Management Program and developed the concept of and criteria for Regionally Important Natural Areas (RINAs), which are ecosystem-based management areas afforded additional protection under New York's coastal policies and which were codified in Long Island Sound Coastal Management Program. RINAs subsequently became important in setting National Estuary Program/Long Island Sound Study stewardship program priorities. Conducted extensive field study of the entire New York State coastline that borders Long Island Sound, including shoreline, wetlands, and coastal forest habitat; performed watershed surveys; and documented biological assemblages throughout. Provided outreach/environmental education services for the division through public appearances, publications, and public speaking engagements, and by developing, organizing and hosting special events, including several involving New York's Secretary of State. Agency liaison to South Shore Estuary Reserve's citizen advisory committee, initiated biological inventory. Fostered and maintained new alliances/working relationships among diversity of special interest groups, resolving issues of trust and accountability. Represented Governor at NYC waterfront festival and division director at coastal resources seminars and hearings.

Principal Environmental Analyst (11/1986–10/1992)
Supervisor, Bureau of Environmental Management

Suffolk County Office of Ecology, Department of Health Services, Riverhead, NY

Undertook new program initiatives and performed all administrative duties and supervised staff in all bureau activities, including environmental impact analyses, environmental planning and wetland studies, biological inventories, environmental education program activities, creation of geographic information systems (GIS) databases, and mapping. Helped design initial programs and set original agenda for the brand-new Bureau of Environmental Management's overall activities. Prepared annual budget and program reports and coordinated bureau activities with other County agencies. Prioritized bureau functions, assigned tasks, and evaluated employee performance.
Prepared ecological and hydrologic assessments of open space acquisition nominations. Reviewed proposed environmental legislation for County's executive branch and assisted County Legislature, as requested, in evaluating proposed initiatives. Developed model native plant law. In cooperation with engineers and geologists, conducted extensive, five-year field study of freshwater wetland responses to groundwater level fluctuations in four stream corridors flowing to Long Island's South Shore Estuary (FANS study), including the Carmans River in the Pine Barrens. Developed 1988 map showing over 230 proposed subdivisions in the Pine Barrens to advocate for a comprehensive, cumulative impact analysis; the map later was used by proponents of creating a protected Pine Barrens region. Conducted field inventory and assessment of Pine Barrens and freshwater wetlands in north-central Brookhaven for sewer plan; made management recommendations for same. Conducted a survey of environmental education programs and facilities in Suffolk County and analyzed results in a report to guide new environmental education initiatives. Conducted seminars and stewardship activities for citizen groups. Started a partnership of State, County, and Town of Babylon environmental and law enforcement agencies that created a pilot environmental stewardship program, wherein citizens were instructed on how to report environmental violations on a new hotline. Wrote newsletters, held classes, analyzed program, and wrote report with results of the one-year pilot. Served on County's nature preserve committee and as liaison to Suffolk County Park Trustees in matters related to open space acquisition, environmental education, and environmental management initiatives. Assisted in initiating Peconic Estuary Program (National Estuary Program). Conducted Flanders area Pine Barrens field walks for County Parks.

(Continued)

Public Service and Non-Profit Experience

Conservation Biologist (12/1984–11/1986)
Bureau of Environmental Protection

NYS Department of Environmental Conservation
Stony Brook, NY

Managed freshwater wetlands program as sole freshwater wetlands biologist for Long Island region. Supervised and trained fish and wildlife technicians. Conducted program administration for region's Environmental Protection Bureau. Conducted field inspections for hundreds of freshwater wetland, tidal wetland, and waterways permit applications, and provided permit conditions, environmental impact analysis, and administrative hearing testimony. Developed permit review procedures and policies for regional fish and wildlife staff. Provided technical guidance for wetland restoration and mitigation plans. Monitored permit compliance and initiated freshwater wetlands enforcement cases, provided technical testimony and terms for settlement. Field work included wetland boundary delineations, impact analyses, biological inventories, wildlife habitat assessments, violation assessments, endangered species investigations, and responses to major oil spills affecting wildlife and wetlands. Conducted outdoor field classes for colleagues in Pine Barrens at coastal plain pond shores, vernal ponds, and red maple swamps for learning identification of freshwater wetland plant species. Gave professional presentations at conferences held by Association of State Wetland Managers and regional organizations.

Park Naturalist (9/1980–5/1983)
Long Island Region

Office of Parks, Recreation and Historic Preservation
Babylon, NY

Directed, planned, designed, and implemented nature education/interpretation programs for visitors of Long Island State Park Region. Interpreted sites included Pine Barrens; tidal wetlands; coastal forests, beaches, and dunes; grasslands; and freshwater wetlands. Wrote program guides and curricula for use by seasonal naturalists. Developed brochures and wrote and press releases. Developed self-guided nature trails and wrote and designed accompanying brochures. Cultivated partnerships with volunteer graphic and fine artists and pro bono photographers to enhance publications. Developed nature museum, researched, designed, and installed exhibits. Supervised and monitored special park programs and created public–private partnerships for same. Trained and supervised seasonal naturalists. Handled park visitor reception and administration as required. Developed nature library and provided research assistance to regional office and public.

Consulting

Principal/Owner (1996–Present)
(Intermittent services to 2011)

Conservation & Natural Areas Planning
P.O. Box 2908
Setauket, NY 11733-0870

Habitat restoration planning, ecological threats and environmental impact analysis for communities and non-profit organizations, invasive species management, natural areas and habitat characterization planning/advocacy, wetland assessment and delineation for preservation purposes, community organizing, preserve monitoring, stewardship, environmental education for all ages, publications, communicating science to lay public and media.

Consulting Clients, *examples*

Douglas Manor Environmental Association (2015-2016)
Organized community and wrote grant for tidal wetland restoration on Udalls Cove (grant announcement 10/2016)

Three Village Community Trust (2014–Present)
Wrote successful grant; trained volunteers, conducted outreach, monitored conservation easement, led forest ecology walks

Three Village Community Trust (2013)
Prepared *Patriots Rock Park Baseline Inventory and Stewardship Plan*

North Shore Wildlife Sanctuary (2013)
Locust Valley, NY
Successful grant proposal for invasive species removal at Coffin Woods Preserve

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Consulting Clients, *continued*

Town of Shelter Island (2011)	Tidal wetland delineation and plant community characterization report and town board/public presentations for use in town planning decisions
North Shore Land Alliance (2004–2006) Old Westbury, NY	Ecological site documentation, baseline inventories for 4 conservation easements
Coalition for the Future of Stony Brook Village (1999–2005)	Co-chair; successful advocacy for open space acquisition of Stony Brook's last forest as Suffolk County preserve and follow-up protection of buffer zone. Extensive legal/SEQRA preparation for Article 78 proceeding. Pro bono.
Coalition for the Future of Stony Brook Village (2015)	Outreach campaign and trail opening celebration, Forsythe Meadow County Park. Pro bono.
Long Island Drinking Water Coalition (2005)	Successful open space acquisition nominations/documentation: Nassau County and Town of Oyster Bay bond act programs
Long Island Pine Barrens Society (1989–1992)	Pine Barrens preservation initiative research, planning, and mapping assistance. Prepared a 12-element, model study of the cumulative impacts of developing 234 building /subdivision projects in the Pine Barrens on habitat and water quality. Pro bono.
Long Island Pine Barrens Society (2005,2006)	Environmental impact and SEQRA analyses for various Pine Barrens development proposals
Riverside Drive Neighborhood Coalition (2002)	Environmental impact analysis and SEQRA guidance toward open space preservation in Peconic Estuary watershed
Avalon Park and Preserve (1998–2000) Paul Simons Foundation, under contract with the Museum of LI Natural Sciences, Stony Brook University	Preserve inventory coordination: geological, historical, and biological inventory; conduct biological/ecological inventory
The Nature Conservancy (1997–1998) Long Island Chapter, Cold Spring Harbor, NY	Ecological threats analyses for Suffolk County parkland; preserve management proposals: Dwarf Pine Barrens, Sears-Bellows County Park, and Cordwood Landing County Park
Citizens Environmental Research Institute/CCE (1996–2001)	Water quality educational publications under EPA grants on sanitary sewer overflows, pollution prevention – author/editor
Suffolk County Community College and ***Brookhaven National Laboratory*** (1991,1992)	"Fridays at the College" Pine Barrens instructor for junior high school students. Pro bono.
Suffolk County Community College (1991) Science & Technology Entry Program (STEP)	Pine Barrens vegetation sampling and kettle-hole studies for high school students. Pro bono.

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Additional Employment

Field Studies Leader (8/2013–Present; Part-Time) **Suffolk County Community College,** Liberty Partnerships Program, Office of Continuing Education, Selden, NY

Field Studies Leader, Liberty Partnerships Program. Design and lead monthly outdoor Science, Technology, Engineering, and Math (STEM) activities for academically at-risk junior high and high school students at Wertheim National Wildlife Refuge and other Pine Barrens locations. *A Day in the Life of the Carmans River* field sampling; Pine Barrens vegetation and wildlife studies.

Assistant Director (1984) ***Council on the Environment of New York City*** (now ***GrowNYC)***

Assisted in direction and promotion of environmental programs: Environmental Education, Open Space Greening, Greenmarket, and Office Paper Recycling. Provided testimony for public hearings, publicized programs through television, radio, press releases, and personal appearances. Represented Council at mayoral press conferences and on City task force committees on solid waste and open space. Developed partnerships with Audubon chapters, Urban Park Rangers, and others to enhance nature and outdoor education in New York City. Executive producer and host of one, one-hour, live, cable television talk show. Wrote and produced annual report, brochures, and newsletters, through new partnership with university graphics design program. Leader of NYC Environmental Issues Forum. Supervised interns and volunteers.

Education

Rutgers University
The Graduate School
Piscataway, NJ

Master of Science Program in Ecology
(including field studies in NJ Pine Barrens, fire ecology, forest ecology, and tidal and freshwater wetland ecology)

St. Lawrence University
Canton, NY

Bachelor of Science in Biology
(including teaching assistant positions in Ecology, Botany, and Field Botany)

Stony Brook University
Stony Brook, NY

Biology Teacher Preparation Program

Supplementary Education

ArcGIS, *3-day training course* — US EPA, Region 2, New York, NY

Pests and Pathogens (Forest Health), *8 hrs* — Cornell Cooperative Extension of Suffolk County and NYSDEC Riverhead, NY

Pollinator Conservation Short Course, *7 hrs* — Xerces Society and Suffolk County Soil and Water Conservation District, Riverhead, NY

iMap Invasives Training — LI Invasive Species Management Area and The Nature Conservancy, Oakdale, NY

The Leadership Challenge, *3-day training course* — U.S. Fish & Wildlife Service, MA

Negotiations in Natural Resources Mgmt., *12 hrs* — Cornell University, Ithaca, NY

How to Testify in Court, *8 hrs* — NYS Civil Service, Hauppauge, NY

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Skills

Environmental impact analysis; SEQRA review
Biological inventories and ecological community characterization
Invasive species management
Native and invasive species plant identification
Tidal and freshwater wetland delineation
Estuarine and coastal natural resources/waterways protection, planning, restoration, advocacy
Climate and sustainability planning, water quality improvement and protection
Project and grant management; grant writing and review
Inter-governmental relations
Public speaking, testimony (legal and oral)
Administration, employee and consultant supervision, training, coordination
Workshop and committee leadership; coordinating disparate groups toward successful outcomes
Writing and editing - including technical, educational, promotional
Trained in ArcGIS; Proficient in MS Office software, including MS Word, Excel, PowerPoint; Adobe Photoshop Elements

Appointments, Leadership

Frank Melville Memorial Foundation Setauket, NY	2012-2018, *Trustee* Pond Restoration Committee, *Member*
Preserve Plum Island Coalition	2013–Present, *Steering Committee*
North Shore Land Alliance **Advisory Committee** Old Westbury, NY	2003–Present, *Member* Conservation & Stewardship Committees, *Member*
Long Island Sound Study Stewardship Initiative Work Group	2007–2011, Chair
Long Island Sound Study Bi-State Habitat Restoration Work Group	2007–2011, Oversight and guidance
Eastern Waterfront Planning Initiative Town of Oyster Bay, NY, via Friends of the Bay	2003–2004, Concept Originator, Grant Co-Author, Founding Committee Chair
Coalition for the Future of Stony Brook Village	1999–2005, *Founder and Co-Chair*
Long Island North Shore Heritage Area Planning Commission State of New York	1999–2007, *Commissioner* Boundaries Committee, *Chair* Management Plan & Outreach Committees, *Member*

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Awards

STAR Award (2008)
U.S. Fish and Wildlife Service, Coastal Program
"Leadership, vision and skill in organizing the Stewardship Initiative"

Dennis Puleston Conservation Award (2003)
The Open Space Council, Brookhaven, NY
"Passionate Pursuit of Open Space Preservation"

Ray of Light Award (2002)
Stony Brook University, Stony Brook, NY
"Leadership in Promoting Protection and Stewardship of the Environment"

Person of the Year (2000)
Times-Beacon-Record Newspapers
East Setauket, NY
"People Who Saved Forsythe Meadows"

Woman of the Year in the Environment (1997)
Times-Beacon-Record Newspapers
East Setauket, NY

Presentations, examples

A Wealth of Wetlands: Returning the Generosity (2014)
Community meeting hosted by Frank Melville Memorial Foundation, Setauket, NY
Understanding regulations, responsibilities, climate readiness, stormwater abatement, native plant buffers, with speakers from NYSDEC, GEI Consultants, and Long Island Native Plant Initiative

Tidal Wetland Delineation and Habitat Values of First (Western) Ram Island Causeway District (2011)
Town of Shelter Island Town Board Work Session and Public Meeting, Shelter Island Town Hall, Shelter Island, NY

Long Island Sound Study Stewardship Initiative, 5 Years of Progress in Protecting Open Space (2010)
Long Island Sound Study Management Committee Conference, Port Jefferson, NY

Exploring the Environment through Quadrat Studies (2004)
MST in Action – Suffolk County Community College, Selden, NY

Pine Barrens and Earth Week Walk and Meditation, Rocky Point Multiple Use Area (2002)
Social Action Committee of Temple Isaiah

On the Edge: Coastal Management in New York (1995)
School of Marine and Atmospheric Sciences, Stony Brook University, Stony Brook, NY

Protecting Wetlands through Stewardship (1989)
Managing and Protecting Long Island's Freshwater Wetlands Workshop
Quogue Wildlife Refuge, East Quogue, NY

Pine Barrens Ecology (1989)
Presenter and panelist at Three Village Pine Barrens Civic Association workshop

Pine Barrens, Atlantic White Cedar Swamp, and Transitions to the Peconic Bay (1988)
Field trip to Hubbard County Park for The Nature Conservancy

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Publications and other Written Work, examples

Technical

Harrison, L. W. (2013). Patriots Rock Park baseline inventory and stewardship plan. Prepared for Three Village Community Trust. Conservation and Natural Areas Planning, Peconic, New York. 71 pp. + Appendices.

Harrison, L. W. (2011). First (Western) Ram Island Causeway District wetlands and other natural communities on privately held properties, Town of Shelter Island, Suffolk County, New York. Report to the Town of Shelter Island Town Council, November 2011. Conservation and Natural Areas Planning, Setauket, New York. 22 pp. + Appendices.

Harrison, L. W. (2005). Baseline inventory: Littauer property, Oyster Bay Cove, NY, site conditions in June and July, 2006. Prepared for North Shore Land Alliance. Conservation and Natural Areas Planning, Setauket, New York.

Harrison, L. W. (2005). Baseline inventory: DuBois property, Oyster Bay Cove, NY, site conditions on December 3, 2005. Prepared for North Shore Land Alliance. Conservation and Natural Areas Planning, Setauket, New York.

Harrison, L. W. (2005). Baseline inventory: Friedlander property, Laurel Hollow, NY, site conditions on November 27, 2005. Prepared for North Shore Land Alliance. Conservation and Natural Areas Planning, Setauket, New York.

Harrison, L. W. (2004). Wallace Property, Cold Spring Harbor, NY, site conditions on October 6, 2004. Prepared for North Shore Land Alliance. Conservation and Natural Areas Planning, Setauket, New York.

Office of Ecology (1990). Environmental Stewardship Program – Pilot Year 1988-1989 Evaluation Report. Suffolk County Department of Health Services, Riverhead, New York.

Tate, G. R. and L. W. Harrison (1999). An ecological inventory and threats analysis for Suffolk County Parks Flanders Pine Barrens. The Nature Conservancy, Long Island Chapter, for Suffolk County Department of Parks, Recreation and Conservation. March 1999. 49 pp. + appendices and maps.

Tate, G. R. and L. W. Harrison (1999). An ecological inventory and threats analysis for Suffolk County Parks Dwarf Pine Barrens. The Nature Conservancy, Long Island Chapter, for Suffolk County Department of Parks, Recreation and Conservation. January 1999. 72 pp. + maps.

Tate, G. R. and L. W. Harrison (1998). Cordwood Landing County Park Nature Preserve ecological inventory and threats analysis. The Nature Conservancy, Long Island Chapter, for Suffolk County Department of Parks, Recreation and Conservation. August 1998. 29 pp. + appendices.

Weaver, Emily M., J. Bret Bennington, and Louise W. Harrison (2015). (Abstract 272365). Using sediment cores to investigate the history of a *Phragmites*-invaded coastal wetland on the shore of Long Island Sound in Queens, NY. Geol. Soc. Amer. Northeastern Section, 51st Ann. Meeting (21-23 March 2016).

Newsletters

Harrison, L. W. (Ed.) (2002-2004). *Baywatch.* Newsletter for Friends of the Bay, Oyster Bay, New York.

Harrison, L. W. (Ed.) (1996). *Long Island South Shore Estuary News,* Vols. 1-2. *Newsletter of the South Shore Estuary Reserve Council,* Smithtown, New York.

Harrison, L.W. (1994, 1995). New York's biodiversity act (two-part article). *Long Island Botanical Soc. Newsletter,* November-December and January-February issues. Pp. 40–41 and p. 4 (resp.).

Harrison, L.W. (1992). Plant collecting on state lands. *Long Island Botanical Soc. Newsletter,* May–June, p.6.

Technical to Promotional/Outreach

Harrison, L.W. (2005). Nassau County Environmental Bond Act Program 2005 - Held Property Nomination for Acquisition for Open Space Protection, Parkland Improvement, and Stormwater Control. Conservation and Natural Areas Planning, Setauket, New York.

Harrison, L.W. (2005). Nassau County Environmental Bond Act Program 2005 - Old Mill Farm Nomination for Acquisition for Open Space Protection. Prepared on behalf of Long Island Drinking Water Coalition. Conservation and Natural Areas Planning, Setauket, New York.

Harrison, L. W. (with S. J. Meyland) (2000). The Truth About Sanitary Sewer Overflows...Or, Why Everyone Should Show Respect for M.O.M. - An Insider's View: Ed Norton, the Sewer Guy. Citizens Environmental Research Institute, Farmingdale, New York. 12 pp. + Appendices.

Harrison, L. W. (2000, July 6). The true nature of a landscape – 'going native' means attracting wildlife, birds and admirers. *Newsday*, July 6, 2000, p. B-19.

Harrison, L.W. (1994). Coastal management program for Long Island Sound. The Civic Sentinel 6(2), cover story.

Long Island State Park Region (1983). Caleb Smith State Park Self-Guided Nature Trail, New York State Office of Parks, Recreation and Historic Preservation, Babylon, NY. 16 pp.

Meyland, S. J., and A. Machlin (L. W. Harrison, Ed.) (2001). A Plain Language Guide to Sanitary Sewer Overflows. Citizens Environmental Research Institute, Farmingdale, New York.

US EPA (2009). Long Island Sound Acquisition and Protection of Open Space. National Water Program Best Practices and End of Year Performance Report, Fiscal Year 2009, pp. 25-26. US EPA Office of Water.

Promotional/Media Outreach

Harrison, L. W. (2003, January 23). Let's preserve what is here... Guest editorial, *Oyster Bay Enterprise-Pilot,* January 23, 2003, editorial page.

Harrison, L. W. (1999). Concern of residents gives cause for hope. Guest editorial, *The Village Times,* December 23, 1999, editorial page.

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Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Legislator Browning

RESOLUTION NO. -2016, APPROVING COUNTY FUNDING FOR A CONTRACT AGENCY (MASTIC BEACH PROPERTY OWNER'S ASSOCIATION)

WHEREAS, the County of Suffolk contracts with many agencies to provide vital services to County residents; and

WHEREAS, Section 189-66 (B) of the SUFFOLK COUNTY CODE requires contract agencies to submit to the Suffolk County Comptroller by September 15th each year, a financial disclosure form, their most recently audited financial statements and a schedule of all employees and their salaries; and

WHEREAS, if a contract agency fails to submit these forms and documents by the September 15th deadline, they cannot receive County funding in the subsequent budget year unless approved by a standalone resolution of the Legislature; and

WHEREAS, the 2016 Operating Budget included funding for the Mastic Beach Property Owner's Association as follows:

FD	AGY	UNIT	ACT	OBJ	ACTIVITY NAME	2016 ADOPTED
192	EDP	6414	JEY1	4980	MASTIC BEACH PROPERTY OWNERS' ASSOCIATION	$6,000

WHEREAS, the Comptroller has advised this Legislature that the Mastic Beach Property Owner's Association did not comply with the disclosure requirements of § 189-66(B) by the September 15th deadline, however, this contract agency is now in full compliance with § 189-66(B); now, therefore be it

1st **RESOLVED**, that the funding included in the 2016 Operating Budget for the Mastic Beach Property Owner's Association is hereby approved in accordance with § 189-66(C) of the SUFFOLK COUNTY CODE and the Department of Audit and Control is hereby authorized, empowered and directed to release 2016 funding to the Mastic Beach Property Owner's Association in accordance with its regular procedures; and be it further

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-funding-mastic-beach-property-owners-assoc

Intro. Res. No. 1493-2016 Laid on Table 6/1/2016
Introduced by Legislator Browning

RESOLUTION NO. -2016, ADOPTING LOCAL LAW NO. -2016, A LOCAL LAW TO IMPROVE ALARM SYSTEM REGISTRATION REQUIREMENTS

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on 2016, a proposed local law entitled, "**A LOCAL LAW TO IMPROVE ALARM SYSTEM REGISTRATION REQUIREMENTS**"; now, therefore be it

RESOLVED, that the said local law be enacted in form as follows:

LOCAL LAW NO. -2016, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO IMPROVE ALARM SYSTEM REGISTRATION REQUIREMENTS

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK; as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that Local Law No. 42-2015 established a requirement that homeowners and businesses in the Suffolk County Police District obtain a permit from the Police Department to operate their alarm systems.

This Legislature also finds that Local Law No. 42-2015, codified at Chapter 290, Article II of the SUFFOLK COUNTY CODE, sought to discourage and diminish the incidence of false alarms by establishing an escalating fee schedule for false alarms at homes and businesses.

This Legislature further finds that the permitting and false alarm fees set forth in Local Law No. 42-2015 are excessive and that the public safety goals underlying the legislation can be achieved with a reduced fee schedule.

Therefore, the purpose of this law is to reduce the permitting and false alarm fees set forth in the County's alarm registration law.

Section 2. Repeal and Replace.

Article II of Chapter 290 of the SUFFOLK COUNTY CODE is hereby repealed and replaced with a new Article II to read as follows:

ARTICLE II: PERMITS

§ 290-6. Definitions.

As used in this article, the following terms shall have the meanings indicated:

ALARM OWNER
Any person, corporation, company, partnership or joint venture who or which owns, leases, rents, or uses an alarm system or makes an alarm system available for use by his/her or its agents, employees, representatives, tenants or family. An alarm owner shall not include any governmental entity.

ALARM COMPANY
Any person, corporation, company, partnership or joint venture engaged in selling, leasing, installing, servicing or monitoring alarm systems that is licensed in accordance with New York State Law.

ALARM SYSTEM
Any device, system or instrument, whether known as a burglary, robbery or intrusion alarm, direct-dial telephone device, audible or silent or by any other name, which is designed or maintained or intended to detect an unauthorized entry into any building, structure, facility, or any designated portion thereof, or designed to signal the commission of an unlawful act or any other emergency, regardless of whether or not such device is connected to any telephone line that is dialed upon its activation. This definition shall not include any device installed by a telephone company to protect telephone company systems which might be damaged or disrupted by the use of an alarm system.

COMMISSIONER
The Commissioner of the Suffolk County Police Department.

DEPARTMENT
The Suffolk County Police Department.

FALSE ALARM
An alarm signal to the Department activated by causes or events other than the commission or attempted commission of an unlawful act or emergency which the alarm system is designed to detect. This shall include, but not be limited to, mechanical failure, accidental tripping, misoperation, malfunction, misuse or neglect of the alarm system, but shall not include alarms caused by earthquakes, high winds, verifiable utility failures or external causes beyond the control of the alarm owner or alarms caused by smoke, fire or carbon monoxide.

NON-RESIDENTIAL BUILDING
Any improved property consisting of a building or structure that is not a residential building.

RESIDENTIAL BUILDING
Any improved property consisting of a building or structure designed and occupied exclusively for residential purposes by not more than two families.

POLICE DISTRICT
The geographical area under the jurisdiction of the Suffolk County Police Department, as defined in Article XIII of the Suffolk County Charter.

§ 290-7. Requirements for permit/transferability.

A. No alarm owner shall operate an alarm system within the Police District without first obtaining a permit for such alarm system from the Department. All permits issued by the Department shall be issued a unique permit number.

B. It shall be the duty of the alarm owner to obtain an application for a permit from the Department prior to operation. Such application shall be submitted in a form, manner, and containing such information as is required by the Department, including, but not limited to, whether the property is a residential building or a non-residential building, along with a one-time non-refundable permit fee.

C. No permit shall be issued by the Department until payment is received from the alarm owner. The fee for an alarm system permit shall be fifty dollars ($50) for a residential building and one hundred dollars ($100) for a non-residential building.

D. Upon receipt of a permit number from the Department, an alarm owner shall provide such permit number to an alarm company, if any.

E. A permit for an alarm system issued to an alarm owner may not be transferred to another alarm user or transferred to any other residential building or non-residential building owned, leased, rented, used or available for use of the permitted alarm owner.

F. Permits must be renewed annually but there shall be no fee for such renewals.

§ 290-8. False Alarm Fees.

A. A permitted alarm owner shall be subject to warnings and fees for false alarm notifications issued by the Department for each occurrence of a false alarm occurring within any one year calculated from the anniversary date of the issuance of the permit, in accordance with the following graduated schedule:

Residential Building

1st false alarm - written warning only
2nd false alarm - written warning only
3rd false alarm - $100
4th and all subsequent false alarms - $150

Non-Residential Building

1st false alarm - written warning only
2nd false alarm - written warning only
3rd false alarm - $150
4th false alarm - $200

5th and all subsequent false alarms - $250

B. An alarm owner who has failed to procure a permit from the Department as required by Section 290-8 who shall be subject to fees different from fees occurring within any one year period, calculated from the date of the first instance of a false alarm occurrence, in accordance with the following graduated schedule:

Residential Building

1st false alarm - $100
2nd false alarm -$150
3rd false alarm and all subsequent false alarms - $200

Non-Residential Building

1st false alarm - $200
2nd false alarm -$250
3rd false alarm and all subsequent false alarms - $300

C. Multiple false alarms occurring within a single twenty-four (24) hour period shall be counted as one occurrence.

D. An alarm owner shall be given written notice by the Department of any fees chargeable by the Department for false alarms under this section. An alarm owner shall pay all demanded fees within thirty (30) calendar days of the date of the notice unless an alarm owner requests an appeal in accordance with section 290-10 below. Failure of an alarm owner to pay a false alarm fee when due shall result in a late fee in the amount of ten dollars ($10) for residential buildings and twenty-five dollars ($25) for non-residential buildings amounts due and owing past sixty (60) days.

§ 290-10. Appeals.

A. Any person or entity that receives a notice of false alarm fees or any other fees due under this Article may appeal such fees by filing a notice of appeal in such form as provided by the Department, with the Commissioner within thirty (30) days receipt of the notice. The Commissioner shall make a determination on the appeal within sixty days (60) of receipt. All final written determinations of the Commissioner shall be appealable in accordance with Article 78 of the New York Civil Practice Law and Rules.

B. It shall be an affirmative defense for any person or entity appealing false alarm fees that the subject false alarm was caused by error, negligence or other failure of the alarm company that installed and maintains the alarm system.

§ 290-11. Rules and Regulations.

The Commissioner shall have the power to promulgate, amend and/or repeal rules and regulations not inconsistent with the provisions of this Article as may be necessary with respect to the form and content of applications alarm system permits, appeals processes, for the reception thereof, and other matters incidental or necessary to carry out the proper administration and enforcement of this Article. A copy of all rules and regulations promulgated and any amendments thereto shall be filed in the office of the Clerk of the County Legislature.

§ 290-12. Confidentiality of Records.

Any and all records prepared, created, and maintained by the Department in connection with this Article shall be kept confidential and exempt from disclosure in accordance with and under the provisions of the NEW YORK PUBLIC OFFICERS LAW.

Section 3. Applicability.

A. The provisions of the new Article II of Chapter 290 of the SUFFOLK COUNTY CODE set forth in this law shall apply immediately as of the effective date of this law.

B. Any person or entity that registered their alarm system prior to this law's effective date will not be required to pay a fee when they renew their registration.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. SEQRA Determination.

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

Section 6. Effective Date.

This law shall take effect on January 1, 2017.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

GEORGE NOLAN
COUNSEL TO THE LEGISLATURE
email: george.nolan@suffolkcountyny.gov

1493

WILLIAM H. ROGERS BUILDING
P.O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5494 (PHONE)
(631) 853-4415 (FAX)

DATE: MAY 17, 2016

TO: CLERK OF THE COUNTY LEGISLATURE

RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2016

TITLE: I.R. NO. -2016; A LOCAL LAW TO IMPROVE ALARM SYSTEM REGISTRATION REQUIREMENTS

SPONSOR: LEGISLATOR BROWNING

DATE OF RECEIPT BY COUNSEL: 5/12/2016 **PUBLIC HEARING:** 6/21/2016

DATE ADOPTED/NOT ADOPTED: _____ **CERTIFIED COPY RECEIVED:** _____

At the end of 2015, the Suffolk County Legislature enacted a local law to establish a registration requirement for alarm systems in the Police District and to establish a fee schedule for false alarms. This proposed local law would make the following changes to the fee schedule:

1) Make the registration/permitting fee a one-time charge and eliminate the annual renewal requirement.

2) For properly permitted alarm system owners, reduce the top fee per false alarm from $500 to $150 for residential properties and from $500 to $250 for commercial properties.

3) For non-permitted systems, reduce the top fee per false alarm from $500 to $200 for residential properties and from $500 to $300 for commercial properties.

4) Reduce the penalty for late payment of false alarm fees from $25 (and $50 for payments that are more than 60 days late) to $10 (and $25 for payments that are more than 60 days late).

This law will take effect immediately upon its filing in the Office of the Secretary of State.

GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\rule28\28-improve-alarm-system-registration-requirements

RESOLUTION NO.

CONTROL#1027-2016

Intro. Res. # 1494-16

Laid on Table 6/1/16

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 #1027-2016)

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#1027-2016

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#1027-2016

(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	BABYLON	15/16	0100 13400 0200 031000	11347.21	6882.76	4464.45
A	BABYLON	15/16	0100 22600 0200 110000	9873.81	5108.97	4764.84
A	BABYLON	15/16	0100 22700 0100 023000	11231.73	6018.68	5213.05
A	BABYLON	15/16	0101 00700 0400 028000	4577.43	1331.36	3246.07
A	BABYLON	15/16	0103 02500 0200 113001	9065.74	4823.49	4242.25
A	BABYLON	15/16	0100 06200 0300 037000	9603.66	2577.97	7025.69
A	BABYLON	15/16	0100 18600 0100 083000	7224.68	4261.95	2962.73
A	BABYLON	15/16	0100 19201 0100 009000	34731.01	6700.15	28030.86
A	BABYLON	15/16	0102 02000 0200 073000	13325.60	7174.15	6151.45
A	BABYLON	15/16	0103 00800 0400 040000	19684.80	16838.54	2846.26
A	BABYLON	15/16	0100 18100 0200 196000	6632.13	2672.38	3959.75
A	BROOKHAVEN	15/16	0200 98140 0500 015001	12998.64	9464.74	3533.90
A	BROOKHAVEN	15/16	0200 10900 0500 009001	18030.75	15099.56	2931.19
A	BROOKHAVEN	15/16	0200 59600 0400 003000	5005.54	1449.14	3556.40
C	SMITHTOWN	15/16	0800 00500 0400 044002	9899.49	4306.52	5592.97
A	SMITHTOWN	15/16	0800 06500 0200 036000	15514.85	6410.11	9104.74
A	SMITHTOWN	15/16	0800 05900 0100 005005	206877.22	203863.64	3013.58
C	SMITHTOWN	15/16	0800 10700 0300 006003	5226.40	2224.08	3002.32

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

County Executive of Suffolk County Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1494

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 April 21, 2016

A. BARTEL RPAT I

COUNTY OF SUFFOLK

1494

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: April 21, 2016

Re: Resolution Control No. 1027-2016

ATTACHED FOR YOUR REVIEW PLEASE FIND CORRECTION OF ERRORS CONTROL NO. 1027-2016

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

1494

REAL PROPERTY TAX SERVICE AGENCY
CORRECTION OF ERRORS APPLICATION
CORRECTION/REFUND OF REAL PROPERTY TAX

RECEIVED
2016 MAR -4 AM 9:29
REAL PROPERTY TAX SERVICE AGENCY

Note: This is not a grievance form. This is a taxpayer's application for County review of a possible error in an assessment. Separate application is required for each tax year.

ANSWER ALL QUESTIONS

1. **Applicant:** Town of Babylon **Phone:**
Address: 200 East Sunrise Hwy, Lindenhurst, NY **Zip Code:** 11757

2. **Owner:** Roberta L Moran **Phone:**
Address: 852 Tooker Ave, W Babylon, NY **Zip Code:** 11704

3. **Tax Bill Address of Property:** same as above **Zip Code:**

4. **Description of Property Within Town of:** Babylon
S.C. Tax Map: **Dist.** 0100 **Sec.** 134.00 **Block** 2.00 **Lot** 31.000
Item #: 200150005 **Tax Bill Year** 2015/2016

REASON: Check either 5, 6, or 7. Check one sentence that best describes your error.

5. (X) Clerical Error - R.P.T.L. 550 Sec. 2 (R.P.T.L. Sec. 556-3 year limit)
- Para. A - ( ) Mistake in transcription
- B - (X) Mathematical computation - partial exemption
- C - ( ) Failure of Assessor to act on partial exemption
- D - ( ) Mathematical computation - Extension of tax
- E - ( ) Special Benefit Assessment
- F - ( ) Double Assessment
- G - ( ) Arithmetical Mistake
- H - ( ) Incorrect entry of a relevied school tax - previously paid
- I - ( ) Mistake in transcription of a relevied school tax

6. ( ) Unlawful Entry - R.P.T.L. 550 Sec. 7 (R.P.T.L. Sec. 556-3 year limit)
- Para. B - ( ) Outside boundaries of assessing unit
- C - ( ) Entry on roll - without authority
- D - ( ) State Land
- E - ( ) Special franchise

7. ( ) Error in Essential Fact - R.P.T.L. 550 Sec. 3 (R.P.T.L. Sec. 556a-3 yr limit)
- Para. A - ( ) Improvement destroyed/removed prior to taxable status date
- B - ( ) Improvement non-existent/present on different parcel
- C - ( ) Incorrect acreage which resulted in incorrect assessment
- D - ( ) Ommission of value prior to taxable status date
- E - ( ) Misclassification (Town of Islip only)

8. Explanation of Error: Change exemption amount for the Disability exemption from 15% to 50% exemption, basic star exemption remains

Signature of Applicant: Jane M. Price **Date:** 2/1/16

Forward to: Director, Real Property Tax Service Agency
Suffolk County Center
300 Center Drive
Riverhead, NY 11901

EA 4/6 - Rev. 1/89 Part 1

Additional back-up material regarding IR 1494 is on file in the Legislative Clerk's Office, Hauppauge.

Intro. Res. No. 1495-2016 Laid on Table 6/1/2016
Introduced by Presiding Officer, on request of the County Executive

REFUNDING BOND RESOLUTION NO. -2016

REFUNDING BOND RESOLUTION OF THE COUNTY OF SUFFOLK, NEW YORK, ADOPTED , 2016, AUTHORIZING THE REFUNDING OF CERTAIN OUTSTANDING SERIAL BONDS OF SAID COUNTY, STATING THE PLAN OF REFUNDING, APPROPRIATING AN AMOUNT NOT TO EXCEED $540,000,000 FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $540,000,000 REFUNDING BONDS TO FINANCE SAID APPROPRIATION, AND MAKING CERTAIN OTHER DETERMINATIONS RELATIVE THERETO

Recitals

WHEREAS, on August 7, 2008 the County of Suffolk, New York (herein called the "County"), issued its $17,625,000 Refunding Serial Bonds – 2008 Series A (the "2008A Refunding Bonds"), of which there is $1,326,396 principal amount currently outstanding that has not been previously economically defeased by the County (the "2008A Outstanding Refunding Bonds"); and

WHEREAS, the 2008A Refunding Bonds were issued to advance refund, pursuant to Section 90.10 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), all or a portion of the County's Public Improvement (Serial) Bonds, 1997 Series B and Public Improvement (Serial) Bonds and Public Improvement Refunding (Serial) Bonds, 1998 Series D, which were originally issued pursuant to the bond resolutions referenced in the Bond Certificates (as hereinafter defined) for each such series of bonds for the purpose of providing original funding for the projects as set forth therein; and

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

Year	Currently Outstanding	Interest Rate
2016	$314,198	5.00%
2017	$312,931	5.00%
2018	$279,267	5.00%
2019	$225,000	5.00%
2020	$195,000	5.00%

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

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

WHEREAS, on August 7, 2008 the County issued its $3,855,000 Refunding Serial Bonds – 2008 Series B (the "2008B Refunding Bonds"), of which there is $3,780,000 principal amount currently outstanding (the "2008B Outstanding Refunding Bonds"); and

WHEREAS, the 2008B Refunding Bonds were issued to advance refund, pursuant to Section 90.10 of the Law, all or a portion of the County's Public Improvement (Serial) Bonds, 1998 Series A, which were originally issued pursuant to the bond resolutions referenced in the Bond Certificate for such series of bonds for the purpose of providing original funding for the projects as set forth therein; and

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

Year	Currently Outstanding	Interest Rate
2016	$10,000	3.625%
2017	$15,000	3.750%
2018	$15,000	4.000%
2019	$15,000	4.000%
2020	$920,000	4.000%
2021	$925,000	4.125%
2022	$935,000	4.250%
2023	$945,000	4.250%

WHEREAS, the 2008B Outstanding Refunding Bonds maturing on or after August 1, 2019 are subject to redemption prior to maturity, at the option of the County, on August 1, 2018, and any date thereafter, in whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, on August 7, 2008 the County issued its $13,080,000 Refunding Serial Bonds – 2008 Series C (the "2008C Refunding Bonds"), of which there is $3,774,054 principal amount currently outstanding that has not been previously economically defeased by the County (the "2008C Outstanding Refunding Bonds"); and

WHEREAS, the 2008C Refunding Bonds were issued to advance refund, pursuant to Section 90.10 of the Law, all or a portion of the County's Public Improvement Refunding (Serial) Bonds, 1998 Series C and Public Improvement (Serial) Bonds, 2000 Series B, which were originally issued pursuant to the bond resolutions referenced in the Bond Certificates for each such series of bonds for the purpose of providing original funding for the projects as set forth therein; and

WHEREAS, the 2008C Outstanding Refunding Bonds mature on September 15 in the years and in the principal amounts and bear interest payable semiannually on March 15 and September 15 in each year to maturity, as follows:

Year	Currently Outstanding	Interest Rate
2016	$514,983	5.00%
2017	$514,982	5.00%
2018	$2,019,089	5.00%
2019	$485,000	5.00%
2020	$240,000	5.00%

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

WHEREAS, on May 21, 2009, the County issued its $78,265,000 Public Improvement Serial Bonds-2009 Series A, dated May 15, 2015 (the "2009A Bonds"), of which there is $54,160,984 principal amount currently outstanding that has not been previously economically defeased by the County (the "2009A Outstanding Bonds"), pursuant to the bond resolutions referenced in the Bond Certificate for such series of bonds for the purpose of providing original funding for the projects as set forth therein; and

WHEREAS, the 2009A Outstanding Bonds mature on May 15 in the years and in the principal amounts and bear interest payable semiannually on May 15 and November 15 in each year to maturity, as follows:

Year	Currently Outstanding	Interest Rate
2017	$4,008,880	3.00%
2018	$4,148,666	3.00%
2019	$4,298,438	3.25%
2020	$4,465,000	3.50%
2021	$4,645,000	4.00%
2022	$4,840,000	4.00%
2023	$5,055,000	4.00%
2024	$5,285,000	4.00%
2025	$5,530,000	4.00%
2026	$5,800,000	4.25%
2027	$6,085,000	4.25%

WHEREAS, the 2009A Outstanding Bonds maturing on or after May 15, 2020 are subject to redemption prior to maturity, at the option of the County, on May 15, 2019, and any date thereafter, in whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, on October 29, 2009, the County issued its $158,205,000 Public Improvement Serial Bonds-2009 Series C (the "2009C Bonds"), of which there is $116,075,000 principal amount currently outstanding (the "2009C Outstanding Bonds"), pursuant to the bond resolutions referenced in the Bond Certificate for such series of bonds for the purpose of providing original funding for the projects as set forth therein; and

WHEREAS, the 2009C Outstanding Bonds mature on October 15 in the years and in the principal amounts and bear interest payable semiannually on April 15 and October 15 in each year to maturity, as follows:

Year	Currently Outstanding	Interest Rate
2016	$7,425,000	4.00%
2017	$7,610,000	4.00%
2018	$7,815,000	4.00%
2019	$8,035,000	4.00%
2020	$8,275,000	4.00%
2021	$8,535,000	4.00%
2022	$8,805,000	4.00%
2023	$9,095,000	4.00%
2024	$9,405,000	4.00%
2025	$9,730,000	4.00%
2026	$10,075,000	4.00%
2027	$10,440,000	4.00%
2028	$10,830,000	4.00%

WHEREAS, the 2009C Outstanding Bonds maturing on or after October 15, 2020 are subject to redemption prior to maturity, at the option of the County, on October 15, 2019, and any date thereafter, in whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, on May 27, 2010, the County issued its $96,205,000 Public Improvement Serial Bonds-2010 Series A (the "2010A Bonds"), of which there is $70,210,000 principal amount currently outstanding (the "2010A Outstanding Bonds"), pursuant to the bond resolutions referenced in the Bond Certificate for such series of bonds for the purpose of providing original funding for the projects as set forth therein; and

WHEREAS, the 2010A Outstanding Bonds mature on February 1 in the years and in the principal amounts and bear interest payable semiannually on February 1 and August 1 in each year to maturity, as follows:

Year	Currently Outstanding	Interest Rate
2017	$4,775,000	3.000%
2018	$4,925,000	3.000%
2019	$5,085,000	3.000%
2020	$5,265,000	3.000%
2021	$5,460,000	3.125%
2022	$5,665,000	3.250%
2023	$5,880,000	3.500%
2024	$6,115,000	4.000%
2025	$6,355,000	4.000%
2026	$6,615,000	4.000%
2027	$6,890,000	4.000%
2028	$7,180,000	4.000%

WHEREAS, the 2010A Outstanding Bonds maturing on or after February 1, 2020 are subject to redemption prior to maturity, at the option of the County, on February 1, 2019 and any date thereafter, as a whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, on October 28, 2010, the County issued its $111,505,000 Public Improvement Serial Bonds-2010 Series B (the "2010B Bonds"), of which there is $86,405,000 principal amount currently outstanding (the "2010B Outstanding Bonds"), pursuant to the bond resolutions referenced in the Bond Certificate for such series of bonds for the purpose of providing original funding for the projects as set forth therein; and

WHEREAS, the 2010B Outstanding Bonds mature on October 15 in the years and in the principal amounts and bear interest payable semiannually on April 15 and October 15 in each year to maturity, as follows:

Year	Currently Outstanding	Interest Rate
2016	$5,175,000	3.000%
2017	$5,275,000	3.000%
2018	$5,385,000	3.000%
2019	$5,515,000	3.000%
2020	$5,655,000	3.000%

2021	$5,810,000	3.000%
2022	$5,980,000	3.000%
2023	$6,165,000	3.250%
2024	$6,355,000	3.250%
2025	$6,560,000	3.375%
2026	$6,775,000	3.500%
2027	$7,005,000	3.500%
2028	$7,245,000	3.625%
2029	$7,505,000	3.750%

WHEREAS, the 2010B Outstanding Bonds maturing on or after October 15, 2019 are subject to redemption prior to maturity, at the option of the County, on October 15, 2018 and any date thereafter, as a whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, on May 26, 2011, the County issued its $100,110,000 Public Improvement Serial Bonds-2011 Series A (the "2011A Bonds"), of which there is $77,315,000 principal amount currently outstanding (the "2011A Outstanding Bonds"); and

WHEREAS, the 2011A Outstanding Bonds mature on May 15 in the years and in the principal amounts and bear interest payable semiannually on May 15 and November 15 in each year to maturity, as follows:

Year	Currently Outstanding	Interest Rate
2017	$5,335,000	3.000%
2018	$5,495,000	3.000%
2019	$5,665,000	3.000%
2020	$5,835,000	3.000%
2021	$6,015,000	3.000%
2022	$6,205,000	3.250%
2023	$6,435,000	4.000%
2024	$6,695,000	4.000%
2025	$6,970,000	4.000%
2026	$7,255,000	4.000%
2027	$7,550,000	4.000%
2028	$7,860,000	4.000%

WHEREAS, the 2011A Outstanding Bonds maturing on or after May 15, 2020 are subject to redemption prior to maturity, at the option of the County, on May 15, 2019, and

any date thereafter, in whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, on October 27, 2011, the County issued its $76,075,000 Public Improvement Serial Bonds-2011 Series B (the "2011B Bonds"), of which there is $58,837,914 principal amount currently outstanding that has not been previously economically defeased by the County (the "2011B Outstanding Bonds"); and

WHEREAS, the 2011B Outstanding Bonds mature on October 15 in the years and in the principal amounts and bear interest payable semiannually on April 15 and October 15 in each year to maturity, as follows:

Year	Currently Outstanding	Interest Rate
2016	$4,369,490	3.000%
2017	$4,429,483	3.000%
2018	$4,494,475	3.000%
2019	$4,574,466	3.000%
2020	$4,665,000	3.000%
2021	$4,775,000	3.000%
2022	$4,890,000	3.250%
2023	$5,020,000	3.250%
2024	$5,160,000	3.500%
2025	$5,315,000	3.500%
2026	$5,485,000	3.500%
2027	$5,660,000	3.750%

WHEREAS, the 2011B Outstanding Bonds maturing on or after October 15, 2020 are subject to redemption prior to maturity, at the option of the County, on October 15, 2019, and any date thereafter, in whole or in part, and if in part in any order of their maturity and in any amount within a maturity (selected by lot within a maturity), at the redemption price of 100% of the par amount of the Bonds to be redeemed, plus accrued interest to the date of redemption; and

WHEREAS, Section 90.10 of the Law permits the County to refund all or a portion of the outstanding unredeemed maturities of the 2008A Outstanding Refunding Bonds, 2008B Outstanding Refunding Bonds, 2008C Outstanding Refunding Bonds, 2009A Outstanding Bonds, 2009C Outstanding Bonds, 2010A Outstanding Bonds, 2010B Outstanding Bonds, 2011A Outstanding Bonds and 2011B Outstanding Bonds (referred to herein collectively as the "Outstanding Bonds") by the issuance of new bonds, the issuance of which will result in present value debt service savings for the County, and the County Legislature has determined that it may be advantageous to refund all or a portion of the Outstanding Bonds;

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

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

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

(b) "Bond Certificate" or "Bond Certificates" means one or more of the bond certificates or certificates of determination, as amended or supplemented, as applicable, that (i) were executed by the County Comptroller or the Chief Deputy County Comptroller, in accordance with the delegations of authority contained in the bond resolutions for each of the objects or purposes financed by the Bonds to be Refunded, or in the case of the 2008A Outstanding Refunding Bonds, 2008B Outstanding Refunding Bonds and 2008C Outstanding Refunding Bonds, in the bond resolutions for each of the objects or purposes refinanced by the 2008A Refunding Bonds, 2008B Refunding Bonds and 2008C Refunding Bonds, and (ii) provided for the issuance of such Bonds to be Refunded, or in the case of the 2008A Outstanding Refunding Bonds, 2008B Outstanding Refunding Bonds and 2008C Outstanding Refunding Bonds, the respective bonds refunded by the 2008A Refunding Bonds, 2008B Refunding Bonds and 2008C Refunding Bonds.

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

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

(e) "Present Value Savings" means the dollar savings which result from the issuance of the Refunding Bonds computed by discounting the principal and interest payments on both the Refunding Bonds and the Bonds To Be Refunded from the respective maturities thereof to the date of issue of the Refunding Bonds at a rate equal to the effective interest cost of the Refunding Bonds. The effective interest cost of the Refunding Bonds shall be that rate which is arrived at by doubling the semi-annual interest rate (compounded semi-annually) necessary to discount the debt service payments on the Refunding Bonds from the maturity dates thereof to the date of issue of the Refunding Bonds and to the agreed upon price including estimated accrued interest.

(f) "Redemption Date" means November 1, 2018, or any date thereafter with respect to the 2008A Outstanding Refunding Bonds; August 1, 2018 or any date thereafter with respect to the 2008B Outstanding Refunding

Bonds; September 15, 2018 or any date thereafter with respect to the 2008C Outstanding Refunding Bonds; May 15, 2019 or any date thereafter with respect to the 2009A Outstanding Bonds; October 15, 2019 or any date thereafter with respect to the 2009C Outstanding Bonds; February 1, 2019 or any date thereafter with respect to the 2010A Outstanding Bonds; October 15, 2018 or any date thereafter with respect to the 2010B Outstanding Bonds; May 15, 2019 or any date thereafter with respect to the 2011A Outstanding Bonds; and October 15, 2019 or any date thereafter with respect to the 2011B Outstanding Bonds

(g) "Refunding Bond" or "Refunding Bonds" means all or a portion of the $540,000,000 Refunding Serial Bonds of the County of Suffolk, authorized to be issued pursuant to Section 2 hereof.

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

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

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

Section 2. The County Legislature of the County hereby authorizes the refunding of the Bonds To Be Refunded, and appropriates an amount not to exceed $540,000,000 to accomplish such refunding. The plan of financing said appropriation includes the issuance of not to exceed $540,000,000 Refunding Bonds and the levy and collection of a tax upon all the taxable real property within the County to pay the principal of and interest on said Refunding Bonds as the same shall become due and payable. Bonds of the County in the maximum principal amount of $540,000,000 are hereby authorized to be issued pursuant to the provisions of the Law. The Refunding Bonds are hereby authorized to be consolidated for purposes of sale in one or more refunding bond issues which may be issued in series. The Refunding Bonds shall each be designated substantially "REFUNDING SERIAL BONDS",

together with a series designation and year designation, as appropriate, and shall be dated the date of delivery thereof, or such other date as shall hereafter be determined by the County Comptroller pursuant to Section 8 hereof. The proposed financial plan for the refunding in the form attached hereto as **Exhibit A** (the "Refunding Financial Plan") prepared for the County by its financial advisor, Capital Markets Advisors, LLC, Great Neck, New York, and hereby accepted and approved, includes the deposit of all the proceeds of said Refunding Bonds with an Escrow Holder pursuant to an Escrow Contract as authorized in Section 10 hereof, the payment of all costs incurred by the County in connection with said refunding from such proceeds and the investment of a portion of such proceeds by the Escrow Holder in certain obligations. The principal of and interest on such investments, together with the balance of such proceeds to be held uninvested, if any, shall be sufficient to pay (i) the principal of and interest on the Bonds To Be Refunded becoming due and payable on and prior to each applicable Redemption Date and (ii) the principal of and premium and interest on the Bonds To Be Refunded which are to be called for redemption prior to maturity on any such Redemption Date. This County Legislature recognizes that the Refunding Bonds may be issued in series, and for only one or more of the Refunded Bonds, or portions thereof, that the amount of the Refunding Bonds, maturities, terms, and interest rate or rates borne by the Refunding Bonds to be issued by the County will most probably be different from the assumptions in the proposed Refunding Financial Plan attached hereto as **Exhibit A**. The County Comptroller is hereby authorized and directed to determine which of the Refunded Bonds will be refunded and at what time (each such series of Refunded Bonds, or portion thereof to be refunded, being hereinafter referred to as a "Respective Series of Refunded Bonds"), the amount of the Refunding Bonds to be issued, the date or dates of issue, maturities and terms thereof and to prepare, or cause to be prepared a final Refunding Financial Plan for each Respective Series of Refunding Bonds.

Section 3. The Bonds To Be Refunded referred to in Section 1 hereof are all or a portion of the unmatured aggregate outstanding balances of the 2008A Outstanding Refunding Bonds, 2008B Outstanding Refunding Bonds, 2008C Outstanding Refunding Bonds, 2009A Outstanding Bonds, 2009C Outstanding Bonds, 2010A Outstanding Bonds, 2010B Outstanding Bonds, 2011A Outstanding Bonds and 2011B Outstanding Bonds which were originally issued pursuant to the bond resolutions referenced in the Bond Certificates for each such series of bonds for the purpose of refinancing certain outstanding bonds of the County or providing original funding for the projects as set forth therein.

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

or bond anticipation note issued in anticipation of the sale of such bonds. The maximum PPU permitted by law of each of the objects or purposes financed with the proceeds of the Bonds to be Refunded at the respective time of issuance of each series of the Bonds to be Refunded is set forth in the respective Bond Certificate for such series of the Bonds to be Refunded, or in the case of the objects or purposes financed with the proceeds of the 2008A Outstanding Refunding Bonds, 2008B Outstanding Refunding Bonds and 2008C Outstanding Refunding Bonds, in the respective Bond Certificate for each series of bonds which was refunded by the 2008A Refunding Bonds, 2008B Refunding Bonds and 2008C Refunding Bonds.

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

Section 6. The Refunding Bonds shall be sold either (a) at a private sale and the County Comptroller or the Chief Deputy County Comptroller, the chief fiscal officer of the County, is hereby authorized to execute a purchase contract on behalf of the County for the sale of each Respective Series of said Refunding Bonds, provided that the terms and conditions of each such sale shall be approved by the State Comptroller, or (b) at a public sale conducted by the County Comptroller or the Chief Deputy County Comptroller in accordance with Sections 57.00, 58.00 and 59.00 of the Law, and further providing that prior to the issuance of each Respective Series of the Refunding Bonds the Comptroller shall have filed with the County Legislature a certificate approved by the State Comptroller setting forth the Present Value Savings to the County resulting from the issuance of such Respective Series of the Refunding Bonds. In connection with each such sale, the County authorizes the preparation of an Official Statement and approves its use in connection with such sale, and further consents to the distribution of a Preliminary Official Statement prior to the date said Official Statement is distributed. The Comptroller is hereby further authorized and directed to take any and all actions necessary to accomplish said refunding, and to execute any contracts and agreements for the purchase of and payment for services rendered or to be rendered to the County in connection with said refunding, including the preparation of the refunding financial plan for each Respective Series of Refunding Bonds referred to in Section 2 hereof.

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

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

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

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 10. Prior to the issuance of each Respective Series of the Refunding Bonds, the County shall contract with a bank or trust company located and authorized to do business in New York State, for the purpose of having such bank or trust company act as the Escrow Holder of the proceeds, inclusive of any premium from the sale of such Respective Series of the Refunding Bonds, together with all income derived from the investment of such proceeds. Such Escrow Contract shall contain such terms and conditions as shall be necessary in order to accomplish the refunding financial plan, including provisions authorizing the Escrow Holder, without further authorization or direction from the County, except as otherwise provided therein, (a) to make all required payments of principal, interest and redemption premiums to the appropriate paying agent with respect to the Bonds To Be Refunded by such Respective Series of Refunding Bonds, (b) to pay costs and expenses incidental to the issuance of such Respective Series of the Refunding Bonds, including the development of the refunding financial plan for such series, and costs and expenses relating to the execution and performance of the terms and conditions of the Escrow Contract and all of its fees and charges as the Escrow Holder, (c) at the appropriate time or times to cause to be given on behalf of the County the notice of redemption authorized to be given pursuant to Section 13 hereof, and (d) to invest the monies held by it consistent with the provisions of the refunding financial plan. The Escrow

Contract shall be irrevocable and shall constitute a covenant with the holders of such Respective Series of Refunding Bonds.

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

Section 12. That portion of such proceeds from the sale of each Respective Series of the Refunding Bonds, together with interest earned thereon, which shall be required for the payment of the principal of and interest on the Bonds To Be Refunded, including any redemption premiums, in accordance with the refunding financial plan, shall be irrevocably committed and pledged to such purpose and the holders of the Bonds To Be Refunded by such Respective Series of Refunding Bonds shall have a lien upon such moneys and the investments thereof held by the Escrow Holder. All interest earned from the investment of such moneys which is not required for such payment of principal of and interest on the Bonds To Be Refunded by such Respective Series of Refunding Bonds shall be irrevocably committed and pledged to the payment of the principal of and interest on such Respective Series of Refunding Bonds, or such portion or series thereof as shall be required by the refunding financial plan, and the holders of such Refunding Bonds shall have a lien upon such moneys held by the Escrow Holder. The pledges and liens provided for herein shall become valid and binding upon the issuance of such Respective Series of Refunding Bonds and the moneys and investments held by the Escrow Holder shall immediately be subject thereto without any further act. Such pledges and liens shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the County irrespective of whether such parties have notice thereof. Neither this resolution, the Escrow Contract, nor any other instrument relating to such pledges and liens, need be filed or recorded.

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

in this Section shall become irrevocable and the provisions of this Section shall constitute a covenant with the holders, from time to time, of such Respective Series of Refunding Bonds, provided that this Section may be amended from time to time as may be necessary to comply with the publication requirements of paragraph a of Section 53.00 of the Law, as the same may be amended from time to time.

Section 14. Each Respective Series of Refunding Bonds shall be sold at either (a) a private sale to such underwriter or underwriters to be selected through the County procurement process (collectively, the "Underwriter"), for purchase prices to be determined by the County Comptroller or Chief Deputy County Comptroller, plus accrued interest from the date or dates of such Respective Series of Refunding Bonds to the date or dates of the delivery of and payment for such Respective Series of the Refunding Bonds, or (b) at a public sale conducted by the County Comptroller or Chief Deputy County Comptroller in accordance with Sections 57.00, 58.00 and 59.00 of the Law; provided, however, that each Respective Series of Refunding Bonds shall only be issued and sold in the event that (i) such sale results in net present value savings, as shown upon the final Refunding Financial Plan for such series, in the case of each such sale of Refunding Bonds and in the aggregate for all of the Refunding Bonds sold on any date with regard to the outstanding par amount of the Refunded Bonds; (ii) the term of such Respective Series of Refunding Bonds does not extend beyond the last maturity date of the Refunded Bonds refunded by such Respective Series of Refunding Bonds; and (iii) the net present value savings of each Respective Series of the Refunding Bonds shall exceed the costs of issuance for such Respective Series of the Refunding Bonds by two and one half times (2 1/2). In the event that a Respective Series of Bonds are sold in a private sale, the County Comptroller or the Chief Deputy County Comptroller is hereby authorized to execute and deliver a purchase contract for such Respective Series of the Refunding Bonds in the name and on behalf of the County providing the terms and conditions for the sale and delivery of such Respective Series of the Refunding Bonds to the Underwriter; provided, however, that the County's obligation under such purchase contract to sell and deliver such Respective Series of Refunding Bonds to the Underwriter shall be subject to the approval of the terms and conditions of such private sale by the State Comptroller as required by subdivision 2 of paragraph f, of Section 90.10 of the Law. After the Respective Series of Refunding Bonds have been duly executed, they shall be delivered by the County Comptroller or Chief Deputy County Comptroller (a) in the case of a private sale, to the Underwriter in accordance with said purchase contract upon the receipt by the County of said purchase price, including accrued interest, or (b) in the case of a public sale, to the purchaser or purchasers thereof, in accordance with the terms of the respective certificate of determination of the County Comptroller or Chief Deputy County Comptroller, upon the receipt by the County of said purchase price, including accrued interest.

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

Improvement Serial Bonds-2009 Series C, issued on October 29, 2009, of which there is a current outstanding principal amount of $116,075,000 (the "2009 Series C Bonds"); (vi) $96,205,000 Public Improvement Serial Bonds-2010 Series A, issued on May 27, 2010, of which there is a current outstanding principal amount of $70,210,000 (the "2010 Series A Bonds"); (vii) $111,505,000 Public Improvement Serial Bonds-2010 Series B, issued on October 28, 2010, of which there is a current outstanding principal amount of $86,405,000 (the "2010 Series B Bonds"), (viii) $100,110,000 Public Improvement Serial Bonds-2011 Series A, issued on May 26, 2011, of which there is a current outstanding principal amount of $77,315,000 (the "2011 Series A Bonds") and (ix) $76,075,000 Public Improvement Serial Bonds-2011 Series B, issued on October 27, 2011, of which there is a current outstanding principal amount of $58,837,914 that has not been previously economically defeased by the County (the "2011 Series B Bonds").

The maximum Period of Probable Usefulness ("PPU") permitted by law of each of the objects or purposes financed with the proceeds of the Bonds to be Refunded at the respective time of issuance of each series of the Bonds to be Refunded is set forth in the respective bond certificate or certificate of determination, as applicable, of the County Comptroller or the Chief Deputy County Comptroller, providing for the issuance of such series of the Bonds to be Refunded, or in the case of the 2008A Refunding Bonds, 2008B Refunding Bonds and 2008C Refunding Bonds, of the series of bonds that was refunded by the 2008A Refunding Bonds 2008B Refunding Bonds and 2008C Refunding Bonds, copies of which bond certificates and certificates of determination are on file at the office of the Clerk of the County Legislature.

A complete copy of the Bond Resolution summarized above shall be available for public inspection during normal business hours at the office of the Clerk of the County Legislature, W.H. Rogers Legislature Building, 725 Veterans Memorial Highway, Smithtown, New York.

Suffolk County, New York

$512,040,000 Refunding Serial Bonds - 2016

Fall 2015 Refunding Spreads to MMD plus 15 bps - 1.26.16

Refunding of Issue Summary

Refunding Summary

Dated 06/01/2016 | Delivered 06/01/2016

	2008A Ref Bonds	2008B Ref Bonds	2008C Ref Bonds	2009A Bonds
Sources Of Funds				
Par Amount of Bonds	$1,440,000.00	$4,135,000.00	$4,145,000.00	$59,000,000.00
Total Sources	**$1,440,000.00**	**$4,135,000.00**	**$4,145,000.00**	**$59,000,000.00**
Uses Of Funds				
Total Underwriter's Discount (0.600%)	8,640.00	24,810.00	24,870.00	354,000.00
Costs of Issuance	3,088.55	8,868.86	8,890.32	126,544.87
Deposit to Net Cash Escrow Fund	1,425,795.04	4,100,150.69	4,107,296.34	58,515,606.83
Rounding Amount	2,476.41	1,170.45	3,943.34	3,848.30
Total Uses	**$1,440,000.00**	**$4,135,000.00**	**$4,145,000.00**	**$59,000,000.00**
Flow of Funds Detail				
State and Local Government Series (SLGS) rates for Date of OMP Candidates	4/25/2016	4/25/2016	4/25/2016	4/25/2016
Primary Purpose Fund Solution Method	Net Funded	Net Funded	Net Funded	Net Funded
Total Cost of Investments	$1,425,795.04	$4,100,150.69	$4,107,296.34	$58,515,606.83
Interest Earnings @ 0.951%	19,334.12	71,014.96	61,267.03	1,460,423.75
Total Draws	$1,445,129.16	$4,171,165.65	$4,168,563.37	$59,976,030.58
PV Analysis Summary (Net to Net)				
Net PV Cashflow Savings @ 2.187%(AIC)	(1,095.92)	225,159.42	(21,630.96)	1,717,351.72
Contingency or Rounding Amount	2,476.41	1,170.45	3,943.34	3,848.30
Net Present Value Benefit	$1,380.49	$226,329.87	$(17,687.62)	$1,721,200.02
Net PV Benefit /$471,830,000 Refunded Principal	0.105%	5.988%	(0.470%)	3.179%
Net PV Benefit /$512,040,000 Refunding Principal	0.096%	5.474%	(0.427%)	2.917%
Bond Statistics				
Average Life	1.509 Years	4.901 Years	1.539 Years	5.865 Years
Average Coupon	1.0457652%	1.5466945%	0.9584427%	1.9662817%
Net Interest Cost (NIC)	1.4434638%	1.6691274%	1.3483565%	2.0685840%
Bond Yield for Arbitrage Purposes	2.0392265%	2.0392265%	2.0392265%	2.0392265%
True Interest Cost (TIC)	1.4507721%	1.6732209%	1.3544046%	2.0652625%
All Inclusive Cost (AIC)	1.5970838%	1.7193218%	1.4971253%	2.1049449%

Suffolk County, New York

$512,040,000 Refunding Serial Bonds - 2016

Fall 2015 Refunding Spreads to MMD plus 15 bps - 1.26.16

Refunding of Issue Summary

Refunding Summary

Dated 06/01/2016 | Delivered 06/01/2016

	2009C Bonds	2010A Bonds	2010B Bonds	2011A Bonds
Sources Of Funds				
Par Amount of Bonds	$127,860,000.00	$76,235,000.00	$92,070,000.00	$83,710,000.00
Total Sources	**$127,860,000.00**	**$76,235,000.00**	**$92,070,000.00**	**$83,710,000.00**
Uses Of Funds				
Total Underwriter's Discount (0.600%)	767,160.00	457,410.00	552,420.00	502,260.00
Costs of Issuance	274,237.79	163,511.01	197,474.34	179,543.60
Deposit to Net Cash Escrow Fund	126,813,689.96	75,610,002.91	91,315,724.58	83,025,143.80
Rounding Amount	4,912.25	4,076.08	4,381.08	3,052.60
Total Uses	**$127,860,000.00**	**$76,235,000.00**	**$92,070,000.00**	**$83,710,000.00**
Flow of Funds Detail				
State and Local Government Series (SLGS) rates for Date of OMP Candidates	4/25/2016	4/25/2016	4/25/2016	4/25/2016
Primary Purpose Fund Solution Method	Net Funded	Net Funded	Net Funded	Net Funded
Total Cost of Investments	$126,813,689.96	$75,610,002.91	$91,315,724.58	$83,025,143.80
Interest Earnings @ 0.951%	3,699,410.04	1,630,459.59	1,666,822.32	2,092,743.70
Total Draws	$130,513,100.00	$77,240,462.50	$92,982,546.90	$85,117,887.50
PV Analysis Summary (Net to Net)				
Net PV Cashflow Savings @ 2.187%(AIC)	2,766,600.15	1,991,855.43	1,734,579.67	2,045,314.11
Contingency or Rounding Amount	4,912.25	4,076.08	4,381.08	3,052.60
Net Present Value Benefit	$2,771,512.40	$1,995,931.51	$1,738,960.75	$2,048,366.71
Net PV Benefit /$471,830,000 Refunded Principal	2.388%	2.843%	2.013%	2.649%
Net PV Benefit /$512,040,000 Refunding Principal	2.168%	2.618%	1.889%	2.447%
Bond Statistics				
Average Life	5.864 Years	6.398 Years	6.455 Years	6.372 Years
Average Coupon	2.0578459%	2.0707982%	2.1602050%	2.0685222%
Net Interest Cost (NIC)	2.1601734%	2.1645801%	2.2531573%	2.1626803%
Bond Yield for Arbitrage Purposes	2.0392265%	2.0392265%	2.0392265%	2.0392265%
True Interest Cost (TIC)	2.1552746%	2.1594403%	2.2465942%	2.1574833%
All Inclusive Cost (AIC)	2.1953354%	2.1961822%	2.2833885%	2.1943635%

Suffolk County, New York

$512,040,000 Refunding Serial Bonds - 2016

Fall 2015 Refunding Spreads to MMD plus 15 bps - 1.26.16

Refunding of Issue Summary

Refunding Summary

Dated 06/01/2016 | Delivered 06/01/2016

	2011B Bonds	Issue Summary
Sources Of Funds		
Par Amount of Bonds	$63,445,000.00	$512,040,000.00
Total Sources	**$63,445,000.00**	**$512,040,000.00**
Uses Of Funds		
Total Underwriter's Discount (0.600%)	380,670.00	3,072,240.00
Costs of Issuance	136,078.66	1,098,238.00
Deposit to Net Cash Escrow Fund	62,926,033.34	507,839,443.49
Rounding Amount	2,218.00	30,078.51
Total Uses	**$63,445,000.00**	**$512,040,000.00**
Flow of Funds Detail		
State and Local Government Series (SLGS) rates for Date of OMP Candidates	4/25/2016	4/25/2016
Primary Purpose Fund Solution Method	Net Funded	Net Funded
Total Cost of Investments	$62,926,033.34	$507,839,443.49
Interest Earnings @ 0.951%	1,810,591.81	12,512,067.32
Total Draws	$64,736,625.15	$520,351,510.81
PV Analysis Summary (Net to Net)		
Net PV Cashflow Savings @ 2.187%(AIC)	380,782.65	10,830,471.05
Contingency or Rounding Amount	2,218.00	30,078.51
Net Present Value Benefit	$383,000.65	$10,860,549.56
Net PV Benefit /$471,830,000 Refunded Principal	0.651%	2.302%
Net PV Benefit /$512,040,000 Refunding Principal	0.604%	2.121%
Bond Statistics		
Average Life	5.323 Years	6.011 Years
Average Coupon	1.9521282%	2.0532613%
Net Interest Cost (NIC)	2.0648503%	2.1530829%
Bond Yield for Arbitrage Purposes	2.0392265%	2.0392265%
True Interest Cost (TIC)	2.0619067%	2.1478081%
All Inclusive Cost (AIC)	2.1056044%	2.1868606%

Suffolk County, New York

$512,040,000 Refunding Serial Bonds - 2016

Fall 2015 Refunding Spreads to MMD plus 15 bps - 1.26.16

Refunding of Issue Summary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I
08/01/2016	21,120,000.00	0.630%	1,424,635.91	22,544,635.91
02/01/2017	39,105,000.00	0.680%	4,207,379.75	43,312,379.75
08/01/2017	-	-	4,074,422.75	4,074,422.75
02/01/2018	40,650,000.00	0.860%	4,074,422.75	44,724,422.75
08/01/2018	-	-	3,899,627.75	3,899,627.75
02/01/2019	39,195,000.00	1.130%	3,899,627.75	43,094,627.75
08/01/2019	-	-	3,678,176.00	3,678,176.00
02/01/2020	40,145,000.00	1.250%	3,678,176.00	43,823,176.00
08/01/2020	-	-	3,427,269.75	3,427,269.75
02/01/2021	40,130,000.00	1.430%	3,427,269.75	43,557,269.75
08/01/2021	-	-	3,140,340.25	3,140,340.25
02/01/2022	40,635,000.00	1.590%	3,140,340.25	43,775,340.25
08/01/2022	-	-	2,817,292.00	2,817,292.00
02/01/2023	41,260,000.00	1.800%	2,817,292.00	44,077,292.00
08/01/2023	-	-	2,445,952.00	2,445,952.00
02/01/2024	41,030,000.00	2.010%	2,445,952.00	43,475,952.00
08/01/2024	-	-	2,033,600.50	2,033,600.50
02/01/2025	41,850,000.00	2.210%	2,033,600.50	43,883,600.50
08/01/2025	-	-	1,571,158.00	1,571,158.00
02/01/2026	42,785,000.00	2.350%	1,571,158.00	44,356,158.00
08/01/2026	-	-	1,068,434.25	1,068,434.25
02/01/2027	43,800,000.00	2.480%	1,068,434.25	44,868,434.25
08/01/2027	-	-	525,314.25	525,314.25
02/01/2028	32,895,000.00	2.590%	525,314.25	33,420,314.25
08/01/2028	-	-	99,324.00	99,324.00
02/01/2029	7,440,000.00	2.670%	99,324.00	7,539,324.00
Total	**$512,040,000.00**	-	**$63,193,838.66**	**$575,233,838.66**

Yield Statistics

Bond Year Dollars	$3,077,730.00
Average Life	6.011 Years
Average Coupon	2.0532613%
Net Interest Cost (NIC)	2.1530829%
True Interest Cost (TIC)	2.1478081%
Bond Yield for Arbitrage Purposes	2.0392265%
All Inclusive Cost (AIC)	2.1868606%

IRS Form 8038

Net Interest Cost	2.0532613%
Weighted Average Maturity	6.011 Years

Suffolk County, New York

$512,040,000 Refunding Serial Bonds - 2016

Fall 2015 Refunding Spreads to MMD plus 15 bps - 1.26.16

Refunding of Issue Summary

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
12/31/2016	22,544,635.91	22,544,635.91	26,356,945.03	3,812,309.12
12/31/2017	47,386,802.50	47,386,802.50	48,535,884.62	1,149,082.12
12/31/2018	48,624,050.50	48,624,050.50	49,768,299.81	1,144,249.31
12/31/2019	46,772,803.75	46,772,803.75	47,915,575.12	1,142,771.37
12/31/2020	47,250,445.75	47,250,445.75	48,396,750.02	1,146,304.27
12/31/2021	46,697,610.00	46,697,610.00	47,834,525.02	1,136,915.02
12/31/2022	46,592,632.25	46,592,632.25	47,734,293.76	1,141,661.51
12/31/2023	46,523,244.00	46,523,244.00	47,656,643.76	1,133,399.76
12/31/2024	45,509,552.50	45,509,552.50	46,614,568.76	1,105,016.26
12/31/2025	45,454,758.50	45,454,758.50	46,557,231.26	1,102,472.76
12/31/2026	45,424,592.25	45,424,592.25	46,527,856.26	1,103,264.01
12/31/2027	45,393,748.50	45,393,748.50	46,502,000.01	1,108,251.51
12/31/2028	33,519,638.25	33,519,638.25	34,393,068.76	873,430.51
12/31/2029	7,539,324.00	7,539,324.00	7,786,437.50	247,113.50
Total	$575,233,838.66	$575,233,838.66	$592,580,079.69	$17,346,241.03

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	10,830,471.05
Net PV Cashflow Savings @ 2.187%(AIC)	10,830,471.05
Contingency or Rounding Amount	30,078.51
Net Present Value Benefit	$10,860,549.56
Net PV Benefit /$471,830,000 Refunded Principal	2.302%
Net PV Benefit /$512,040,000 Refunding Principal	2.121%

Refunding Bond Information

Refunding Dated Date	6/01/2016
Refunding Delivery Date	6/01/2016

Suffolk County, New York

$512,040,000 Refunding Serial Bonds - 2016

Fall 2015 Refunding Spreads to MMD plus 15 bps - 1.26.16

Refunding of Issue Summary

Escrow Fund Cashflow

Date	Principal	Rate	Interest	Receipts	Disbursements	Cash Balance
06/01/2016	-	-	-	6.49	-	6.49
08/01/2016	1,221,882.00	0.210%	110,727.20	1,332,609.20	1,332,609.38	6.31
09/15/2016	600,798.00	0.240%	8,536.57	609,334.57	609,334.35	6.53
10/15/2016	20,725,594.00	0.280%	930,736.42	21,656,330.42	21,656,330.59	6.36
11/01/2016	343,265.00	0.320%	4,092.14	347,357.14	347,357.90	5.60
11/15/2016	1,854,002.00	0.320%	557,310.17	2,411,312.17	2,411,312.81	4.96
02/01/2017	5,751,739.00	0.430%	345,688.32	6,097,427.32	6,097,428.13	4.15
03/15/2017	67,137.00	0.470%	14,339.45	81,476.45	81,476.78	3.82
04/15/2017	3,158,123.00	0.500%	1,237,049.99	4,395,172.99	4,395,173.24	3.57
05/01/2017	20,839.00	0.520%	4,466.68	25,305.68	25,304.95	4.30
05/15/2017	11,089,163.00	0.520%	666,029.50	11,755,192.50	11,755,192.81	3.99
08/01/2017	936,717.00	0.610%	329,087.08	1,265,804.08	1,265,803.13	4.94
09/15/2017	582,368.00	0.630%	14,091.34	596,459.34	596,458.78	5.50
10/15/2017	20,486,364.00	0.660%	1,223,292.70	21,709,656.70	21,709,656.24	5.96
11/01/2017	333,868.00	0.680%	4,367.53	338,235.53	338,235.95	5.54
11/15/2017	1,660,104.00	0.680%	611,051.56	2,271,155.56	2,271,154.61	6.49
02/01/2018	5,849,291.00	0.740%	326,230.11	6,175,521.11	6,175,521.88	5.72
03/15/2018	56,345.00	0.760%	12,256.89	68,601.89	68,602.23	5.38
04/15/2018	2,941,718.00	0.780%	1,155,687.71	4,097,405.71	4,097,406.00	5.09
05/01/2018	14,249.00	0.800%	3,232.38	17,481.38	17,481.68	4.79
05/15/2018	11,309,413.00	0.800%	605,407.22	11,914,820.22	11,914,820.61	4.40
08/01/2018	4,627,059.00	0.840%	304,587.74	4,931,646.74	4,931,646.88	4.26
09/15/2018	2,800,648.00	0.860%	12,042.78	2,812,690.78	2,812,691.23	3.81
10/15/2018	91,217,665.00	0.870%	1,144,215.02	92,361,880.02	92,361,881.00	2.83
11/01/2018	713,573.00	0.890%	3,175.39	716,748.39	716,748.68	2.54
11/15/2018	1,566,330.00	0.890%	560,169.58	2,126,499.58	2,126,499.62	2.50
02/01/2019	61,323,464.00	0.930%	285,154.10	61,608,618.10	61,608,618.75	1.85
04/15/2019	1,873,762.00	0.960%	747,418.19	2,621,180.19	2,621,179.49	2.55
05/15/2019	114,061,737.00	0.970%	553,199.42	114,614,936.42	114,614,937.62	1.35
10/15/2019	140,652,220.00	1.050%	738,424.14	141,390,644.14	141,390,645.49	-
Total	**$507,839,437.00**	-	**$12,512,067.32**	**$520,351,510.81**	**$520,351,510.81**	-

Escrow Fund Cashflow

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cash Deposit	6.49
Cost of Investments Purchased with Bond Proceeds	507,839,437.00
Total Cost of Investments	$507,839,443.49
Target Cost of Investments at bond yield	$493,995,755.69
Actual positive or (negative) arbitrage	(13,843,687.80)
Yield to Receipt	0.9509285%
Yield for Arbitrage Purposes	2.0392265%
State and Local Government Series (SLGS) rates for	4/25/2016

Suffolk County, New York

$512,040,000 Refunding Serial Bonds - 2016

Fall 2015 Refunding Spreads to MMD plus 15 bps - 1.26.16

Refunding of Issue Summary

Escrow Summary Cost

Maturity	Type	Coupon	Yield	$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
Escrow								
08/01/2016	SLGS-CI	0.210%	0.210%	100.0000000%	1,221,882	1,221,882.00	-	1,221,882.00
09/15/2016	SLGS-CI	0.240%	0.240%	100.0000000%	600,798	600,798.00	-	600,798.00
10/15/2016	SLGS-CI	0.280%	0.280%	100.0000000%	20,725,594	20,725,594.00	-	20,725,594.00
11/01/2016	SLGS-CI	0.320%	0.320%	100.0000000%	343,265	343,265.00	-	343,265.00
11/15/2016	SLGS-CI	0.320%	0.320%	100.0000000%	1,854,002	1,854,002.00	-	1,854,002.00
02/01/2017	SLGS-CI	0.430%	0.430%	100.0000000%	5,751,739	5,751,739.00	-	5,751,739.00
03/15/2017	SLGS-CI	0.470%	0.470%	100.0000000%	67,137	67,137.00	-	67,137.00
04/15/2017	SLGS-CI	0.500%	0.500%	100.0000000%	3,158,123	3,158,123.00	-	3,158,123.00
05/01/2017	SLGS-CI	0.520%	0.520%	100.0000000%	20,839	20,839.00	-	20,839.00
05/15/2017	SLGS-CI	0.520%	0.520%	100.0000000%	11,089,163	11,089,163.00	-	11,089,163.00
08/01/2017	SLGS-NT	0.610%	0.610%	100.0000000%	936,717	936,717.00	-	936,717.00
09/15/2017	SLGS-NT	0.630%	0.630%	100.0000000%	582,368	582,368.00	-	582,368.00
10/15/2017	SLGS-NT	0.660%	0.660%	100.0000000%	20,486,364	20,486,364.00	-	20,486,364.00
11/01/2017	SLGS-NT	0.680%	0.680%	100.0000000%	333,868	333,868.00	-	333,868.00
11/15/2017	SLGS-NT	0.680%	0.680%	100.0000000%	1,660,104	1,660,104.00	-	1,660,104.00
02/01/2018	SLGS-NT	0.740%	0.740%	100.0000000%	5,849,291	5,849,291.00	-	5,849,291.00
03/15/2018	SLGS-NT	0.760%	0.760%	100.0000000%	56,345	56,345.00	-	56,345.00
04/15/2018	SLGS-NT	0.780%	0.780%	100.0000000%	2,941,718	2,941,718.00	-	2,941,718.00
05/01/2018	SLGS-NT	0.800%	0.800%	100.0000000%	14,249	14,249.00	-	14,249.00
05/15/2018	SLGS-NT	0.800%	0.800%	100.0000000%	11,309,413	11,309,413.00	-	11,309,413.00
08/01/2018	SLGS-NT	0.840%	0.840%	100.0000000%	4,627,059	4,627,059.00	-	4,627,059.00
09/15/2018	SLGS-NT	0.860%	0.860%	100.0000000%	2,800,648	2,800,648.00	-	2,800,648.00
10/15/2018	SLGS-NT	0.870%	0.870%	100.0000000%	91,217,665	91,217,665.00	-	91,217,665.00
11/01/2018	SLGS-NT	0.890%	0.890%	100.0000000%	713,573	713,573.00	-	713,573.00
11/15/2018	SLGS-NT	0.890%	0.890%	100.0000000%	1,566,330	1,566,330.00	-	1,566,330.00
02/01/2019	SLGS-NT	0.930%	0.930%	100.0000000%	61,323,464	61,323,464.00	-	61,323,464.00
04/15/2019	SLGS-NT	0.960%	0.960%	100.0000000%	1,873,762	1,873,762.00	-	1,873,762.00
05/15/2019	SLGS-NT	0.970%	0.970%	100.0000000%	114,061,737	114,061,737.00	-	114,061,737.00
10/15/2019	SLGS-NT	1.050%	1.050%	100.0000000%	140,652,220	140,652,220.00	-	140,652,220.00
Subtotal		-	-	-	**$507,839,437**	**$507,839,437.00**	-	**$507,839,437.00**
Total		-	-	-	**$507,839,437**	**$507,839,437.00**	-	**$507,839,437.00**

Escrow	
Cash Deposit	6.49
Cost of Investments Purchased with Bond Proceeds	507,839,437.00
Total Cost of Investments	$507,839,443.49

Delivery Date	6/01/2016

Suffolk County, New York

$512,040,000 Refunding Serial Bonds - 2016

Fall 2015 Refunding Spreads to MMD plus 15 bps - 1.26.16

Refunding of Issue Summary

Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 8/07/2008 | Delivered 8/07/2008							
2008 Series A Refunding Bonds	11/01/2016	Serial	Coupon	5.000%	314,198	-	-
2008 Series A Refunding Bonds	11/01/2017	Serial	Coupon	5.000%	312,931	-	-
2008 Series A Refunding Bonds	11/01/2018	Serial	Coupon	5.000%	279,267	-	-
2008 Series A Refunding Bonds	11/01/2019	Serial	Coupon	5.000%	225,000	11/01/2018	100.000%
2008 Series A Refunding Bonds	11/01/2020	Serial	Coupon	5.000%	195,000	11/01/2018	100.000%
Subtotal	-			-	$1,326,396	-	-
	-			-	-	-	-
Dated 8/07/2008 | Delivered 8/07/2008							
2008 Series B Refunding Bonds	08/01/2016	Serial	Coupon	3.625%	10,000	-	-
2008 Series B Refunding Bonds	08/01/2017	Serial	Coupon	3.750%	15,000	-	-
2008 Series B Refunding Bonds	08/01/2018	Serial	Coupon	4.000%	15,000	-	-
2008 Series B Refunding Bonds	08/01/2019	Serial	Coupon	4.000%	15,000	08/01/2018	100.000%
2008 Series B Refunding Bonds	08/01/2020	Serial	Coupon	4.000%	920,000	08/01/2018	100.000%
2008 Series B Refunding Bonds	08/01/2021	Serial	Coupon	4.125%	925,000	08/01/2018	100.000%
2008 Series B Refunding Bonds	08/01/2022	Serial	Coupon	4.250%	935,000	08/01/2018	100.000%
2008 Series B Refunding Bonds	08/01/2023	Serial	Coupon	4.250%	945,000	08/01/2018	100.000%
Subtotal	-			-	$3,780,000	-	-
	-			-	-	-	-
Dated 8/07/2008 | Delivered 8/07/2008							
2008 Series C Refunding Bonds	09/15/2016	Serial	Coupon	5.000%	514,983	-	-
2008 Series C Refunding Bonds	09/15/2017	Serial	Coupon	5.000%	514,982	-	-
2008 Series C Refunding Bonds	09/15/2018	Serial	Coupon	5.000%	2,019,089	-	-
2008 Series C Refunding Bonds	09/15/2019	Serial	Coupon	5.000%	485,000	09/15/2018	100.000%
2008 Series C Refunding Bonds	09/15/2020	Serial	Coupon	5.000%	240,000	09/15/2018	100.000%
Subtotal	-			-	$3,774,054	-	-
	-			-	-	-	-
Dated 5/15/2009 | Delivered 5/21/2009							
2009 Series A Bonds	05/15/2017	Serial	Coupon	3.000%	4,008,880	-	-
2009 Series A Bonds	05/15/2018	Serial	Coupon	3.000%	4,148,666	-	-
2009 Series A Bonds	05/15/2019	Serial	Coupon	3.250%	4,298,438	-	-
2009 Series A Bonds	05/15/2020	Serial	Coupon	3.500%	4,465,000	05/15/2019	100.000%
2009 Series A Bonds	05/15/2021	Serial	Coupon	4.000%	4,645,000	05/15/2019	100.000%
2009 Series A Bonds	05/15/2022	Serial	Coupon	4.000%	4,840,000	05/15/2019	100.000%
2009 Series A Bonds	05/15/2023	Serial	Coupon	4.000%	5,055,000	05/15/2019	100.000%
2009 Series A Bonds	05/15/2024	Serial	Coupon	4.000%	5,285,000	05/15/2019	100.000%
2009 Series A Bonds	05/15/2025	Serial	Coupon	4.000%	5,530,000	05/15/2019	100.000%
2009 Series A Bonds	05/15/2026	Serial	Coupon	4.250%	5,800,000	05/15/2019	100.000%
2009 Series A Bonds	05/15/2027	Serial	Coupon	4.250%	6,085,000	05/15/2019	100.000%

Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Subtotal	-			-	$54,160,984	-	-
	-			-	-	-	-
Dated 10/29/2009 | Delivered 10/29/2009							
2009 Series C Bonds	10/15/2016	Serial	Coupon	4.000%	7,425,000	-	-
2009 Series C Bonds	10/15/2017	Serial	Coupon	4.000%	7,610,000	-	-
2009 Series C Bonds	10/15/2018	Serial	Coupon	4.000%	7,815,000	-	-
2009 Series C Bonds	10/15/2019	Serial	Coupon	4.000%	8,035,000	-	-
2009 Series C Bonds	10/15/2020	Serial	Coupon	4.000%	8,275,000	10/15/2019	100.000%
2009 Series C Bonds	10/15/2021	Serial	Coupon	4.000%	8,535,000	10/15/2019	100.000%
2009 Series C Bonds	10/15/2022	Serial	Coupon	4.000%	8,805,000	10/15/2019	100.000%
2009 Series C Bonds	10/15/2023	Serial	Coupon	4.000%	9,095,000	10/15/2019	100.000%
2009 Series C Bonds	10/15/2024	Serial	Coupon	4.000%	9,405,000	10/15/2019	100.000%
2009 Series C Bonds	10/15/2025	Serial	Coupon	4.000%	9,730,000	10/15/2019	100.000%
2009 Series C Bonds	10/15/2026	Serial	Coupon	4.000%	10,075,000	10/15/2019	100.000%
2009 Series C Bonds	10/15/2027	Serial	Coupon	4.000%	10,440,000	10/15/2019	100.000%
2009 Series C Bonds	10/15/2028	Serial	Coupon	4.000%	10,830,000	10/15/2019	100.000%
Subtotal	-			-	$116,075,000	-	-
	-			-	-	-	-
Dated 5/27/2010 | Delivered 5/27/2010							
2010 Series A Bonds	02/01/2017	Serial	Coupon	3.000%	4,775,000	-	-
2010 Series A Bonds	02/01/2018	Serial	Coupon	3.000%	4,925,000	-	-
2010 Series A Bonds	02/01/2019	Serial	Coupon	3.000%	5,085,000	-	-
2010 Series A Bonds	02/01/2020	Serial	Coupon	3.000%	5,265,000	02/01/2019	100.000%
2010 Series A Bonds	02/01/2021	Serial	Coupon	3.125%	5,460,000	02/01/2019	100.000%
2010 Series A Bonds	02/01/2022	Serial	Coupon	3.250%	5,665,000	02/01/2019	100.000%
2010 Series A Bonds	02/01/2023	Serial	Coupon	3.500%	5,880,000	02/01/2019	100.000%
2010 Series A Bonds	02/01/2024	Serial	Coupon	4.000%	6,115,000	02/01/2019	100.000%
2010 Series A Bonds	02/01/2025	Serial	Coupon	4.000%	6,355,000	02/01/2019	100.000%
2010 Series A Bonds	02/01/2026	Serial	Coupon	4.000%	6,615,000	02/01/2019	100.000%
2010 Series A Bonds	02/01/2027	Serial	Coupon	4.000%	6,890,000	02/01/2019	100.000%
2010 Series A Bonds	02/01/2028	Serial	Coupon	4.000%	7,180,000	02/01/2019	100.000%

Summary Of Bonds Refunded

Issue	Maturity	Type of Bond	Coupon	Maturity Value	Call Date	Call Price
Subtotal	-		-	$70,210,000	-	-
	-		-	-	-	-
Dated 10/28/2010 | Delivered 10/28/2010						
2010 Series B Bonds	10/15/2016	Serial	Coupon	3.000%	5,175,000	-	-
2010 Series B Bonds	10/15/2017	Serial	Coupon	3.000%	5,275,000	-	-
2010 Series B Bonds	10/15/2018	Serial	Coupon	3.000%	5,385,000	-	-
2010 Series B Bonds	10/15/2019	Serial	Coupon	3.000%	5,515,000	10/15/2018	100.000%
2010 Series B Bonds	10/15/2020	Serial	Coupon	3.000%	5,655,000	10/15/2018	100.000%
2010 Series B Bonds	10/15/2021	Serial	Coupon	3.000%	5,810,000	10/15/2018	100.000%
2010 Series B Bonds	10/15/2022	Serial	Coupon	3.000%	5,980,000	10/15/2018	100.000%
2010 Series B Bonds	10/15/2023	Serial	Coupon	3.250%	6,165,000	10/15/2018	100.000%
2010 Series B Bonds	10/15/2024	Serial	Coupon	3.250%	6,355,000	10/15/2018	100.000%
2010 Series B Bonds	10/15/2025	Serial	Coupon	3.375%	6,560,000	10/15/2018	100.000%
2010 Series B Bonds	10/15/2026	Serial	Coupon	3.500%	6,775,000	10/15/2018	100.000%
2010 Series B Bonds	10/15/2027	Serial	Coupon	3.500%	7,005,000	10/15/2018	100.000%
2010 Series B Bonds	10/15/2028	Serial	Coupon	3.625%	7,245,000	10/15/2018	100.000%
2010 Series B Bonds	10/15/2029	Serial	Coupon	3.750%	7,505,000	10/15/2018	100.000%
Subtotal	-		-	$86,405,000	-	-
	-		-	-	-	-
Dated 5/26/2011 | Delivered 5/26/2011						
2011 Series A Bonds	05/15/2017	Serial	Coupon	3.000%	5,335,000	-	-
2011 Series A Bonds	05/15/2018	Serial	Coupon	3.000%	5,495,000	-	-
2011 Series A Bonds	05/15/2019	Serial	Coupon	3.000%	5,665,000	-	-
2011 Series A Bonds	05/15/2020	Serial	Coupon	3.000%	5,835,000	05/15/2019	100.000%
2011 Series A Bonds	05/15/2021	Serial	Coupon	3.000%	6,015,000	05/15/2019	100.000%
2011 Series A Bonds	05/15/2022	Serial	Coupon	3.250%	6,205,000	05/15/2019	100.000%
2011 Series A Bonds	05/15/2023	Serial	Coupon	4.000%	6,435,000	05/15/2019	100.000%
2011 Series A Bonds	05/15/2024	Serial	Coupon	4.000%	6,695,000	05/15/2019	100.000%
2011 Series A Bonds	05/15/2025	Serial	Coupon	4.000%	6,970,000	05/15/2019	100.000%
2011 Series A Bonds	05/15/2026	Serial	Coupon	4.000%	7,255,000	05/15/2019	100.000%
2011 Series A Bonds	05/15/2027	Serial	Coupon	4.000%	7,550,000	05/15/2019	100.000%
2011 Series A Bonds	05/15/2028	Serial	Coupon	4.000%	7,860,000	05/15/2019	100.000%

Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Subtotal	-			-	$77,315,000	-	-
	-			-	-	-	-
Dated 10/27/2011 | Delivered 10/27/2011							
2011 Series B Bonds	10/15/2016	Serial	Coupon	3.000%	4,369,490	-	-
2011 Series B Bonds	10/15/2017	Serial	Coupon	3.000%	4,429,483	-	-
2011 Series B Bonds	10/15/2018	Serial	Coupon	3.000%	4,494,475	-	-
2011 Series B Bonds	10/15/2019	Serial	Coupon	3.000%	4,574,466	-	-
2011 Series B Bonds	10/15/2020	Serial	Coupon	3.000%	4,665,000	10/15/2019	100.000%
2011 Series B Bonds	10/15/2021	Serial	Coupon	3.000%	4,775,000	10/15/2019	100.000%
2011 Series B Bonds	10/15/2022	Serial	Coupon	3.250%	4,890,000	10/15/2019	100.000%
2011 Series B Bonds	10/15/2023	Serial	Coupon	3.250%	5,020,000	10/15/2019	100.000%
2011 Series B Bonds	10/15/2024	Serial	Coupon	3.500%	5,160,000	10/15/2019	100.000%
2011 Series B Bonds	10/15/2025	Serial	Coupon	3.500%	5,315,000	10/15/2019	100.000%
2011 Series B Bonds	10/15/2026	Serial	Coupon	3.500%	5,485,000	10/15/2019	100.000%
2011 Series B Bonds	10/15/2027	Serial	Coupon	3.750%	5,660,000	10/15/2019	100.000%
Subtotal	-			-	$58,837,914	-	-
Total	-			-	$471,884,348	-	-

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
11/01/2016	314,198.00	33,159.90	347,357.90	314,198.00	5.000%	33,159.90	347,357.90
05/01/2017	-	25,304.95	25,304.95	-	-	25,304.95	25,304.95
11/01/2017	312,931.00	25,304.95	338,235.95	312,931.00	5.000%	25,304.95	338,235.95
05/01/2018	-	17,481.68	17,481.68	-	-	17,481.68	17,481.68
11/01/2018	699,267.00	17,481.68	716,748.68	279,267.00	5.000%	17,481.68	296,748.68
05/01/2019	-	-	-	-	-	10,500.00	10,500.00
11/01/2019	-	-	-	225,000.00	5.000%	10,500.00	235,500.00
05/01/2020	-	-	-	-	-	4,875.00	4,875.00
11/01/2020	-	-	-	195,000.00	5.000%	4,875.00	199,875.00
Total	**$1,326,396.00**	**$118,733.16**	**$1,445,129.16**	**$1,326,396.00**	-	**$149,483.16**	**$1,475,879.16**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	6/01/2016
Average Life	2.171 Years
Average Coupon	5.0000003%
Weighted Average Maturity (Par Basis)	2.171 Years
Weighted Average Maturity (Original Price Basis)	2.171 Years

Refunding Bond Information

Refunding Dated Date	6/01/2016
Refunding Delivery Date	6/01/2016

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
08/01/2016	10,000.00	78,490.63	88,490.63	10,000.00	3.625%	78,490.63	88,490.63
02/01/2017	-	78,309.38	78,309.38	-	-	78,309.38	78,309.38
08/01/2017	15,000.00	78,309.38	93,309.38	15,000.00	3.750%	78,309.38	93,309.38
02/01/2018	-	78,028.13	78,028.13	-	-	78,028.13	78,028.13
08/01/2018	3,755,000.00	78,028.13	3,833,028.13	15,000.00	4.000%	78,028.13	93,028.13
02/01/2019	-	-	-	-	-	77,728.13	77,728.13
08/01/2019	-	-	-	15,000.00	4.000%	77,728.13	92,728.13
02/01/2020	-	-	-	-	-	77,428.13	77,428.13
08/01/2020	-	-	-	920,000.00	4.000%	77,428.13	997,428.13
02/01/2021	-	-	-	-	-	59,028.13	59,028.13
08/01/2021	-	-	-	925,000.00	4.125%	59,028.13	984,028.13
02/01/2022	-	-	-	-	-	39,950.00	39,950.00
08/01/2022	-	-	-	935,000.00	4.250%	39,950.00	974,950.00
02/01/2023	-	-	-	-	-	20,081.25	20,081.25
08/01/2023	-	-	-	945,000.00	4.250%	20,081.25	965,081.25
Total	**$3,780,000.00**	**$391,165.65**	**$4,171,165.65**	**$3,780,000.00**	**-**	**$939,596.93**	**$4,719,596.93**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	6/01/2016
Average Life	5.622 Years
Average Coupon	4.1753875%
Weighted Average Maturity (Par Basis)	5.622 Years
Weighted Average Maturity (Original Price Basis)	5.622 Years

Refunding Bond Information

Refunding Dated Date	6/01/2016
Refunding Delivery Date	6/01/2016

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
09/15/2016	514,983.00	94,351.35	609,334.35	514,983.00	5.000%	94,351.35	609,334.35
03/15/2017	-	81,476.78	81,476.78	-	-	81,476.78	81,476.78
09/15/2017	514,982.00	81,476.78	596,458.78	514,982.00	5.000%	81,476.78	596,458.78
03/15/2018	-	68,602.23	68,602.23	-	-	68,602.23	68,602.23
09/15/2018	2,744,089.00	68,602.23	2,812,691.23	2,019,089.00	5.000%	68,602.23	2,087,691.23
03/15/2019	-	-	-	-	-	18,125.00	18,125.00
09/15/2019	-	-	-	485,000.00	5.000%	18,125.00	503,125.00
03/15/2020	-	-	-	-	-	6,000.00	6,000.00
09/15/2020	-	-	-	240,000.00	5.000%	6,000.00	246,000.00
Total	$3,774,054.00	$394,509.37	$4,168,563.37	$3,774,054.00	-	$442,759.37	$4,216,813.37

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	6/01/2016
Average Life	2.135 Years
Average Coupon	5.0000002%
Weighted Average Maturity (Par Basis)	2.135 Years
Weighted Average Maturity (Original Price Basis)	2.135 Years

Refunding Bond Information

Refunding Dated Date	6/01/2016
Refunding Delivery Date	6/01/2016

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
11/15/2016	-	1,030,006.56	1,030,006.56	-	-	1,030,006.56	1,030,006.56
05/15/2017	4,008,880.00	1,030,006.56	5,038,886.56	4,008,880.00	3.000%	1,030,006.56	5,038,886.56
11/15/2017	-	969,873.36	969,873.36	-	-	969,873.36	969,873.36
05/15/2018	4,148,666.00	969,873.36	5,118,539.36	4,148,666.00	3.000%	969,873.36	5,118,539.36
11/15/2018	-	907,643.37	907,643.37	-	-	907,643.37	907,643.37
05/15/2019	46,003,438.00	907,643.37	46,911,081.37	4,298,438.00	3.250%	907,643.37	5,206,081.37
11/15/2019	-	-	-	-	-	837,793.75	837,793.75
05/15/2020	-	-	-	4,465,000.00	3.500%	837,793.75	5,302,793.75
11/15/2020	-	-	-	-	-	759,656.25	759,656.25
05/15/2021	-	-	-	4,645,000.00	4.000%	759,656.25	5,404,656.25
11/15/2021	-	-	-	-	-	666,756.25	666,756.25
05/15/2022	-	-	-	4,840,000.00	4.000%	666,756.25	5,506,756.25
11/15/2022	-	-	-	-	-	569,956.25	569,956.25
05/15/2023	-	-	-	5,055,000.00	4.000%	569,956.25	5,624,956.25
11/15/2023	-	-	-	-	-	468,856.25	468,856.25
05/15/2024	-	-	-	5,285,000.00	4.000%	468,856.25	5,753,856.25
11/15/2024	-	-	-	-	-	363,156.25	363,156.25
05/15/2025	-	-	-	5,530,000.00	4.000%	363,156.25	5,893,156.25
11/15/2025	-	-	-	-	-	252,556.25	252,556.25
05/15/2026	-	-	-	5,800,000.00	4.250%	252,556.25	6,052,556.25
11/15/2026	-	-	-	-	-	129,306.25	129,306.25
05/15/2027	-	-	-	6,085,000.00	4.250%	129,306.25	6,214,306.25
Total	**$54,160,984.00**	**$5,815,046.58**	**$59,976,030.58**	**$54,160,984.00**	**-**	**$13,911,121.58**	**$68,072,105.58**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	6/01/2016
Average Life	6.375 Years
Average Coupon	4.0023142%
Weighted Average Maturity (Par Basis)	6.375 Years
Weighted Average Maturity (Original Price Basis)	6.375 Years

Refunding Bond Information

Refunding Dated Date	6/01/2016
Refunding Delivery Date	6/01/2016

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal
10/15/2016	7,425,000.00	2,321,500.00	9,746,500.00	7,425,000.00
04/15/2017	-	2,173,000.00	2,173,000.00	-
10/15/2017	7,610,000.00	2,173,000.00	9,783,000.00	7,610,000.00
04/15/2018	-	2,020,800.00	2,020,800.00	-
10/15/2018	7,815,000.00	2,020,800.00	9,835,800.00	7,815,000.00
04/15/2019	-	1,864,500.00	1,864,500.00	-
10/15/2019	93,225,000.00	1,864,500.00	95,089,500.00	8,035,000.00
04/15/2020	-	-	-	-
10/15/2020	-	-	-	8,275,000.00
04/15/2021	-	-	-	-
10/15/2021	-	-	-	8,535,000.00
04/15/2022	-	-	-	-
10/15/2022	-	-	-	8,805,000.00
04/15/2023	-	-	-	-
10/15/2023	-	-	-	9,095,000.00
04/15/2024	-	-	-	-
10/15/2024	-	-	-	9,405,000.00
04/15/2025	-	-	-	-
10/15/2025	-	-	-	9,730,000.00
04/15/2026	-	-	-	-
10/15/2026	-	-	-	10,075,000.00
04/15/2027	-	-	-	-
10/15/2027	-	-	-	10,440,000.00
04/15/2028	-	-	-	-
10/15/2028	-	-	-	10,830,000.00
Total	**$116,075,000.00**	**$14,438,100.00**	**$130,513,100.00**	**$116,075,000.00**

Debt Service To Maturity And To Call

Date	Coupon	Interest	Refunded D/S
10/15/2016	4.000%	2,321,500.00	9,746,500.00
04/15/2017	-	2,173,000.00	2,173,000.00
10/15/2017	4.000%	2,173,000.00	9,783,000.00
04/15/2018	-	2,020,800.00	2,020,800.00
10/15/2018	4.000%	2,020,800.00	9,835,800.00
04/15/2019	-	1,864,500.00	1,864,500.00
10/15/2019	4.000%	1,864,500.00	9,899,500.00
04/15/2020	-	1,703,800.00	1,703,800.00
10/15/2020	4.000%	1,703,800.00	9,978,800.00
04/15/2021	-	1,538,300.00	1,538,300.00
10/15/2021	4.000%	1,538,300.00	10,073,300.00
04/15/2022	-	1,367,600.00	1,367,600.00
10/15/2022	4.000%	1,367,600.00	10,172,600.00
04/15/2023	-	1,191,500.00	1,191,500.00
10/15/2023	4.000%	1,191,500.00	10,286,500.00
04/15/2024	-	1,009,600.00	1,009,600.00
10/15/2024	4.000%	1,009,600.00	10,414,600.00
04/15/2025	-	821,500.00	821,500.00
10/15/2025	4.000%	821,500.00	10,551,500.00
04/15/2026	-	626,900.00	626,900.00
10/15/2026	4.000%	626,900.00	10,701,900.00
04/15/2027	-	425,400.00	425,400.00
10/15/2027	4.000%	425,400.00	10,865,400.00
04/15/2028	-	216,600.00	216,600.00
10/15/2028	4.000%	216,600.00	11,046,600.00
Total	-	**$32,240,500.00**	**$148,315,500.00**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	6/01/2016
Average Life	6.816 Years
Average Coupon	4.0000000%
Weighted Average Maturity (Par Basis)	6.816 Years
Weighted Average Maturity (Original Price Basis)	6.816 Years

Refunding Bond Information

Refunding Dated Date	6/01/2016
Refunding Delivery Date	6/01/2016

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
08/01/2016	-	1,244,118.75	1,244,118.75	-	-	1,244,118.75	1,244,118.75
02/01/2017	4,775,000.00	1,244,118.75	6,019,118.75	4,775,000.00	3.000%	1,244,118.75	6,019,118.75
08/01/2017	-	1,172,493.75	1,172,493.75	-	-	1,172,493.75	1,172,493.75
02/01/2018	4,925,000.00	1,172,493.75	6,097,493.75	4,925,000.00	3.000%	1,172,493.75	6,097,493.75
08/01/2018	-	1,098,618.75	1,098,618.75	-	-	1,098,618.75	1,098,618.75
02/01/2019	60,510,000.00	1,098,618.75	61,608,618.75	5,085,000.00	3.000%	1,098,618.75	6,183,618.75
08/01/2019	-	-	-	-	-	1,022,343.75	1,022,343.75
02/01/2020	-	-	-	5,265,000.00	3.000%	1,022,343.75	6,287,343.75
08/01/2020	-	-	-	-	-	943,368.75	943,368.75
02/01/2021	-	-	-	5,460,000.00	3.125%	943,368.75	6,403,368.75
08/01/2021	-	-	-	-	-	858,056.25	858,056.25
02/01/2022	-	-	-	5,665,000.00	3.250%	858,056.25	6,523,056.25
08/01/2022	-	-	-	-	-	766,000.00	766,000.00
02/01/2023	-	-	-	5,880,000.00	3.500%	766,000.00	6,646,000.00
08/01/2023	-	-	-	-	-	663,100.00	663,100.00
02/01/2024	-	-	-	6,115,000.00	4.000%	663,100.00	6,778,100.00
08/01/2024	-	-	-	-	-	540,800.00	540,800.00
02/01/2025	-	-	-	6,355,000.00	4.000%	540,800.00	6,895,800.00
08/01/2025	-	-	-	-	-	413,700.00	413,700.00
02/01/2026	-	-	-	6,615,000.00	4.000%	413,700.00	7,028,700.00
08/01/2026	-	-	-	-	-	281,400.00	281,400.00
02/01/2027	-	-	-	6,890,000.00	4.000%	281,400.00	7,171,400.00
08/01/2027	-	-	-	-	-	143,600.00	143,600.00
02/01/2028	-	-	-	7,180,000.00	4.000%	143,600.00	7,323,600.00
Total	**$70,210,000.00**	**$7,030,462.50**	**$77,240,462.50**	**$70,210,000.00**	**-**	**$18,295,200.00**	**$88,505,200.00**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	6/01/2016
Average Life	6.612 Years
Average Coupon	3.7625430%
Weighted Average Maturity (Par Basis)	6.612 Years
Weighted Average Maturity (Original Price Basis)	6.612 Years

Refunding Bond Information

Refunding Dated Date	6/01/2016
Refunding Delivery Date	6/01/2016

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
10/15/2016	5,175,000.00	1,409,259.38	6,584,259.38	5,175,000.00	3.000%	1,409,259.38	6,584,259.38
04/15/2017	-	1,331,634.38	1,331,634.38	-	-	1,331,634.38	1,331,634.38
10/15/2017	5,275,000.00	1,331,634.38	6,606,634.38	5,275,000.00	3.000%	1,331,634.38	6,606,634.38
04/15/2018	-	1,252,509.38	1,252,509.38	-	-	1,252,509.38	1,252,509.38
10/15/2018	75,955,000.00	1,252,509.38	77,207,509.38	5,385,000.00	3.000%	1,252,509.38	6,637,509.38
04/15/2019	-	-	-	-	-	1,171,734.38	1,171,734.38
10/15/2019	-	-	-	5,515,000.00	3.000%	1,171,734.38	6,686,734.38
04/15/2020	-	-	-	-	-	1,089,009.38	1,089,009.38
10/15/2020	-	-	-	5,655,000.00	3.000%	1,089,009.38	6,744,009.38
04/15/2021	-	-	-	-	-	1,004,184.38	1,004,184.38
10/15/2021	-	-	-	5,810,000.00	3.000%	1,004,184.38	6,814,184.38
04/15/2022	-	-	-	-	-	917,034.38	917,034.38
10/15/2022	-	-	-	5,980,000.00	3.000%	917,034.38	6,897,034.38
04/15/2023	-	-	-	-	-	827,334.38	827,334.38
10/15/2023	-	-	-	6,165,000.00	3.250%	827,334.38	6,992,334.38
04/15/2024	-	-	-	-	-	727,153.13	727,153.13
10/15/2024	-	-	-	6,355,000.00	3.250%	727,153.13	7,082,153.13
04/15/2025	-	-	-	-	-	623,884.38	623,884.38
10/15/2025	-	-	-	6,560,000.00	3.375%	623,884.38	7,183,884.38
04/15/2026	-	-	-	-	-	513,184.38	513,184.38
10/15/2026	-	-	-	6,775,000.00	3.500%	513,184.38	7,288,184.38
04/15/2027	-	-	-	-	-	394,621.88	394,621.88
10/15/2027	-	-	-	7,005,000.00	3.500%	394,621.88	7,399,621.88
04/15/2028	-	-	-	-	-	272,034.38	272,034.38
10/15/2028	-	-	-	7,245,000.00	3.625%	272,034.38	7,517,034.38
04/15/2029	-	-	-	-	-	140,718.75	140,718.75
10/15/2029	-	-	-	7,505,000.00	3.750%	140,718.75	7,645,718.75
Total	**$86,405,000.00**	**$6,577,546.90**	**$92,982,546.90**	**$86,405,000.00**	**-**	**$21,939,334.50**	**$108,344,334.50**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	6/01/2016
Average Life	7.345 Years
Average Coupon	3.4001886%
Weighted Average Maturity (Par Basis)	7.345 Years
Weighted Average Maturity (Original Price Basis)	7.345 Years

Refunding Bond Information

Refunding Dated Date	6/01/2016
Refunding Delivery Date	6/01/2016

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
11/15/2016	-	1,381,306.25	1,381,306.25	-	-	1,381,306.25	1,381,306.25
05/15/2017	5,335,000.00	1,381,306.25	6,716,306.25	5,335,000.00	3.000%	1,381,306.25	6,716,306.25
11/15/2017	-	1,301,281.25	1,301,281.25	-	-	1,301,281.25	1,301,281.25
05/15/2018	5,495,000.00	1,301,281.25	6,796,281.25	5,495,000.00	3.000%	1,301,281.25	6,796,281.25
11/15/2018	-	1,218,856.25	1,218,856.25	-	-	1,218,856.25	1,218,856.25
05/15/2019	66,485,000.00	1,218,856.25	67,703,856.25	5,665,000.00	3.000%	1,218,856.25	6,883,856.25
11/15/2019	-	-	-	-	-	1,133,881.25	1,133,881.25
05/15/2020	-	-	-	5,835,000.00	3.000%	1,133,881.25	6,968,881.25
11/15/2020	-	-	-	-	-	1,046,356.25	1,046,356.25
05/15/2021	-	-	-	6,015,000.00	3.000%	1,046,356.25	7,061,356.25
11/15/2021	-	-	-	-	-	956,131.25	956,131.25
05/15/2022	-	-	-	6,205,000.00	3.250%	956,131.25	7,161,131.25
11/15/2022	-	-	-	-	-	855,300.00	855,300.00
05/15/2023	-	-	-	6,435,000.00	4.000%	855,300.00	7,290,300.00
11/15/2023	-	-	-	-	-	726,600.00	726,600.00
05/15/2024	-	-	-	6,695,000.00	4.000%	726,600.00	7,421,600.00
11/15/2024	-	-	-	-	-	592,700.00	592,700.00
05/15/2025	-	-	-	6,970,000.00	4.000%	592,700.00	7,562,700.00
11/15/2025	-	-	-	-	-	453,300.00	453,300.00
05/15/2026	-	-	-	7,255,000.00	4.000%	453,300.00	7,708,300.00
11/15/2026	-	-	-	-	-	308,200.00	308,200.00
05/15/2027	-	-	-	7,550,000.00	4.000%	308,200.00	7,858,200.00
11/15/2027	-	-	-	-	-	157,200.00	157,200.00
05/15/2028	-	-	-	7,860,000.00	4.000%	157,200.00	8,017,200.00
Total	$77,315,000.00	$7,802,887.50	$85,117,887.50	$77,315,000.00	-	$20,262,225.00	$97,577,225.00

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	6/01/2016
Average Life	6.878 Years
Average Coupon	3.7871487%
Weighted Average Maturity (Par Basis)	6.878 Years
Weighted Average Maturity (Original Price Basis)	6.813 Years

Refunding Bond Information

Refunding Dated Date	6/01/2016
Refunding Delivery Date	6/01/2016

Debt Service To Maturity And To Call

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal	Coupon	Interest	Refunded D/S
10/15/2016	4,369,490.00	956,081.21	5,325,571.21	4,369,490.00	3.000%	956,081.21	5,325,571.21
04/15/2017	-	890,538.86	890,538.86	-	-	890,538.86	890,538.86
10/15/2017	4,429,483.00	890,538.86	5,320,021.86	4,429,483.00	3.000%	890,538.86	5,320,021.86
04/15/2018	-	824,096.62	824,096.62	-	-	824,096.62	824,096.62
10/15/2018	4,494,475.00	824,096.62	5,318,571.62	4,494,475.00	3.000%	824,096.62	5,318,571.62
04/15/2019	-	756,679.49	756,679.49	-	-	756,679.49	756,679.49
10/15/2019	45,544,466.00	756,679.49	46,301,145.49	4,574,466.00	3.000%	756,679.49	5,331,145.49
04/15/2020	-	-	-	-	-	688,062.50	688,062.50
10/15/2020	-	-	-	4,665,000.00	3.000%	688,062.50	5,353,062.50
04/15/2021	-	-	-	-	-	618,087.50	618,087.50
10/15/2021	-	-	-	4,775,000.00	3.000%	618,087.50	5,393,087.50
04/15/2022	-	-	-	-	-	546,462.50	546,462.50
10/15/2022	-	-	-	4,890,000.00	3.250%	546,462.50	5,436,462.50
04/15/2023	-	-	-	-	-	467,000.00	467,000.00
10/15/2023	-	-	-	5,020,000.00	3.250%	467,000.00	5,487,000.00
04/15/2024	-	-	-	-	-	385,425.00	385,425.00
10/15/2024	-	-	-	5,160,000.00	3.500%	385,425.00	5,545,425.00
04/15/2025	-	-	-	-	-	295,125.00	295,125.00
10/15/2025	-	-	-	5,315,000.00	3.500%	295,125.00	5,610,125.00
04/15/2026	-	-	-	-	-	202,112.50	202,112.50
10/15/2026	-	-	-	5,485,000.00	3.500%	202,112.50	5,687,112.50
04/15/2027	-	-	-	-	-	106,125.00	106,125.00
10/15/2027	-	-	-	5,660,000.00	3.750%	106,125.00	5,766,125.00
Total	**$58,837,914.00**	**$5,898,711.15**	**$64,736,625.15**	**$58,837,914.00**	**-**	**$12,515,511.15**	**$71,353,425.15**

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	6/01/2016
Average Life	6.157 Years
Average Coupon	3.3871842%
Weighted Average Maturity (Par Basis)	6.157 Years
Weighted Average Maturity (Original Price Basis)	6.157 Years

Refunding Bond Information

Refunding Dated Date	6/01/2016
Refunding Delivery Date	6/01/2016

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __x__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation
Refunding bond resolution of the County of Suffolk, New York, authorizing the refunding of certain outstanding serial bonds of said County, stating the plan of refunding, appropriating an amount not to exceed $540,000,000 for such purpose, authorizing the issuance of not to exceed $540,000,000 refunding bonds to finance said appropriation, and making certain other determinations relative thereto.

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

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

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact
The figures for this Fiscal Impact Statement are as of April 26, 2016 and assume the issues are not currently candidates for a potential refunding. However, authorization is requested so that if they do become viable candidates for refunding, the County can access the market quickly to execute a transaction which achieves sufficient savings. This approach was taken with previously adopted Refunding Bond Resolutions 228-2008, 870-2011 and 1103-2013 as amended by 42-2015

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
Anticipated net gross savings would be determined when market conditions are favorable for the refunding of the outstanding debt.

8. Proposed Source of Funding
General Obligation Refunding Serial Bonds

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

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Elizabeth Guerriero Assistant Municipal Finance Administrator Audit and Control	Elizabeth Guerriero	5/9/16

SCIN FORM 175b (10/95)

2016 INTERGOVENMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Refunding Bond Resolution authorizing the refunding of certain outstanding serial bonds of the County, stating the plan of refunding, appropriating an amount not to exceed $540,000,000 for such purpose, authorizing the issuance of not to exceed $540,000,000 refunding bonds to finance said appropriation, and making certain other determinations relative thereto.

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

SUMMARY OF SPECIFIC PROVISIONS: Request for authorization to refund some or all of the following bond issues: 2008 Refunding Bonds Series A, 2008 Refunding Bonds Series B, 2008 Refunding Bonds Series C, 2009 Series A, 2009 Series C, 2010 Series A, 2010 Series B, 2011 Series A, and 2011 Series B.

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

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

COUNTY OF SUFFOLK

OFFICE OF THE COMPTROLLER

JOHN M. KENNEDY, JR.
Comptroller

May 9, 2016

HAND DELIVERED

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

Dear Jon:

SUBJECT: 2016 REFUNDING BOND RESOLUTION - $540,000,000

Attached please find the above referenced resolution and fiscal impact statement. Same has been circulated to all parties via e-mail (CE RESO REVIEW) and hand delivered this date so the resolution may be laid on the table on June 1, 2016 and eligible for consideration for adoption on June 21, 2016. Titles of the electronic files are *Reso-A&C-2016 Refunding Bond, Reso-A&C 2016 Refunding Bond Exhibit A, Backup-A&C-2016 Refunding Bond-175a, Backup-A&C-2016 Refunding Bond-175b and Backup-A&C-2016 Refunding Bond MOS.*

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

Sincerely,

John M. Kennedy, Jr.
County Comptroller

cc: Louis A. Necroto, Chief Deputy Comptroller
Elizabeth Guerriero, Assistant Municipal Finance Administrator

H. LEE DENNISON BUILDING • 100 VETERANS MEMORIAL HIGHWAY • P.O. BOX 6100 • HAUPPAUGE, NY 11788-0099
(631) 853-5040 Fax (631) 853-5057

RESOLUTION NO. CONTROL#1028-2016

Intro. Res. # 1496-16 Laid on Table 6/1/16

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 #1028-2016)

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#1028-2016

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#1028-2016

(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	BABYLON	15/16	0102 00500 0200 097000	16450.53	13482.62	2967.91
A	BABYLON	15/16	0100 09400 0100 069000	9562.31	3618.09	5944.22
A	BROOKHAVEN	15/16	0209 00300 0300 019000	7876.89	4029.33	3847.56
A	BROOKHAVEN	15/16	0200 67700 0200 020000	11367.54	3657.92	7709.62
A	BROOKHAVEN	15/16	0200 20200 0100 011000	9589.00	3604.51	5984.49
A	BROOKHAVEN	15/16	0200 31000 0500 047000	13086.25	8838.77	4247.48
C	ISLIP	15/16	0500 46900 0300 030000	25402.72	21403.57	3999.15
C	ISLIP	14/15	0500 46900 0300 030000	25447.60	21441.10	4006.50
C	ISLIP	14/15	0500 07600 0400 027000	10742.82	7564.25	3178.57
C	ISLIP	15/16	0500 07600 0400 027000	10808.23	7610.41	3197.82
C	ISLIP	15/16	0500 24800 0100 074000	10357.71	7685.30	2672.41
A	SHELTER ISLAND	13/14	0700 01800 0300 057000	8126.47	4075.31	4051.16
C	SMITHTOWN	15/16	0800 00600 0200 025022	6513.48	3089.30	3424.18
C	SMITHTOWN	14/15	0800 00600 0200 025022	6383.43	3029.28	3354.15
C	SMITHTOWN	15/16	0800 08500 0500 011000	12749.29	9859.25	2890.04
A	SMITHTOWN	15/16	0800 11500 0200 043000	8840.05	3161.43	5678.62
A	SMITHTOWN	15/16	0800 03200 0700 035000	8170.24	5435.29	2734.95

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

County Executive of Suffolk County Date of Approval:

COUNTY OF SUFFOLK

1496

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: May 11, 2016

Re: Resolution Control No. 1028-2016

ATTACHED FOR YOUR REVIEW PLEASE FIND CORRECTION OF ERRORS CONTROL NO. 1028-2016

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

1496

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 May 11, 2016

A. BARTEL RPAT I

Additional back-up material regarding IR 1496 is on file in the Legislative Clerk's Office, Hauppauge.

1497

Intro. Res. No. - 2016 Laid on Table 6/1/16

Introduced by Legislator on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING A LICENSE AGREEMENT WITH THE HAUPPAUGE YOUTH ORGANIZATION

WHEREAS, the Hauppauge Youth Organization (HYO) is an Internal Revenue Code Section 501(c)(3) private, non-profit organization that provides athletic programs for young people in the Hauppauge community; and

WHEREAS, HYO has for many years successfully operated youth athletic programs on vacant County property in the Town of Islip, such premises identified as Suffolk County Tax Map No. 0500-012.00-02.00-042.000, under a license agreement with the County of Suffolk; and

WHEREAS, HYO has made substantial improvements that have enhanced the value of that County property as a recreational facility; and

WHEREAS, HYO's most recent license agreement with the County of Suffolk for the above described property has expired; and

WHEREAS, HYO and the County of Suffolk wish to enter into a new license agreement so that HYO may continue to maintain athletic fields and offer youth programs at the site; and

WHEREAS, the Space Management Steering Committee recommended the approval of terms on February 19, 2015; therefore, be it

1ST RESOLVED, that the Suffolk County Department of Public Works is hereby authorized, empowered, and directed pursuant to Section C8-2 of the SUFFOLK COUNTY CHARTER, to enter into a license agreement for no monetary consideration with HYO for the purpose of providing athletic/recreation programs at the above described premises, for a term of five (5) years with an option to renew for an additional five (5) years, and upon such other terms and conditions as may be approved by the Suffolk County Attorney; 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 (26) 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, 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:

County Executive of Suffolk County
Date of Approval:

1497

Law No. 14-PW-001 **4/29/2015**
Licensee HYO

License Agreement

This License Agreement (Agreement) is between the County of Suffolk **(County)**, a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted **Department of Public Works (Department)** located at 335 Yaphank Avenue, Yaphank, New York 11980, and the **Hauppauge Youth Organization, Inc. (Licensee)**, a not-for-profit corporation, having its principal office at P.O. Box 11273, Hauppauge, New York, 11788

The parties hereto desire to establish a License Agreement between the County and the Licensee for the purpose of maintaining and managing the use of athletic fields on premises known as SCTM # 500-12-02-42, in Hauppauge, New York.

Term of Agreement: January 1, 2015 continue through December 31, 2019, with the option to renew this Agreement for an additional term of five (5) years through December 31, 2024, at the option of the Commissioner of the Department, unless sooner terminated as described in Exhibit A.

Total Cost of Agreement: No Cost to County.

Terms and Conditions: Shall be as set forth in Exhibit A.

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

Hauppauge Youth Organization, Inc.

By: _____
Name:
Title:
Date: _____

County of Suffolk

By: _____
Dennis Cohen
Chief Deputy County Executive
Date: _____

Approved as to Form:
Dennis Brown
Suffolk County Attorney

By: _____
Basia Deren Braddish
Assistant County Attorney
Date: _____

Approved:
Suffolk County Department of Public Works

By: _____
Gil Anderson
Commissioner
Date: _____

Recommended:
Space Management Steering Committee

By: _____
Name: Gerald Anderus, R.A.
Chairperson
Date: _____

Recommended:
Division of Real Property Acquisition and Management

By: _____
Name: Jill Rosen-Nikoloff
Title: Director of Real Estate
Date: _____

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2015 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 2015 before me, the undersigned, personally appeared *Dennis 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

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Exhibit A
General Terms and Conditions

Whereas, the County, is the owner of certain real property known as SCTM #500-12-2-42; and

Whereas, pursuant to an agreement originally executed in May of 1976 the Hauppauge Youth Organization has used and developed a sports complex for Little League usage; and

Whereas, the Licensee has improved and maintained athletic fields pursuant to that license agreement and subsequent renewals thereof with the County; and

Whereas, the parties desire to again renew the License Agreement to further maintain and manage the athletic fields at premises known as SCTM #500-12-2-42, and further identified as lying in the Town of Islip; north by land occupied by the New York State Office Building; westerly by the northbound lane of Wallenberg Drive, south by King's Highway, east by others.

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

1. Inconsistent Provisions:

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

2. Description

In consideration of and subject to the terms, covenants, agreements, provisions, conditions, and limitations set forth in this License, the County hereby agrees to license to Licensee athletic fields at premises identified as lying in the Town of Islip; north by land occupied by the New York State Office Building; westerly by the northbound lane of Wallenberg Drive, south by King's Highway, east by others, hereinafter the "Premises," and further identified as:

S.C. Tax Map No.	Dist.	Sect.	Blk	Lot
	500	12	2	42

3. Term and Termination by County in the Public Interest:

a. Term

The Term of this Agreement shall be from January 1, 2015 through December 31, 2019, unless sooner terminated as described herein. Tenant may request the exercise of the option to renew this Agreement for one (1) additional term of five (5) years through December 31, 2024, which option may be approved at the sole discretion of the Commissioner of the Suffolk County Department of Public Works (hereinafter, the "Commissioner"), Such renewal shall be requested by Tenant in writing no less than three (3) month prior to the expiration of the Term and shall be approved by a letter issued by the Commissioner and signed by the Licensee.

b. Termination by County in the Public Interest:

Notwithstanding anything herein to the contrary, in the event that the Commissioner determines in his/her sole discretion, that termination is in the public interest, the County reserves the right to terminate this Agreement. Such termination shall occur upon twenty calendar (20) days notice of intent to terminate the Licensee. Licensee shall have an opportunity for consultation with the Commissioner prior to termination. Upon such termination, Licensee shall quit and surrender the Premises to the Commissioner immediately.

4. Default/Termination for Cause:

a. A default by Licensee under this Agreement is defined as follows:

i. A failure to maintain the amount and types of insurance required by this Agreement shall be deemed a default event and may result in immediate termination of this Agreement, in the sole discretion of the Commissioner. No prior notice to cure and of intent to terminate shall be required.

ii. An emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the Commissioner, may be deemed a default event and may result in immediate termination of this Agreement, in the sole discretion of the Commissioner. In such event, no prior notice to cure and of intent to terminate shall be required. Failure to comply with the Paragraph entitled "Fire Safety Standards" shall also be governed by this Subparagraph.

iii. Failure to comply with federal, State or local laws, rules, regulations, or County policies or directives, or use of the Premises or facilities herein by the Licensee for any illegal conduct or purpose, or suffering or permitting any other person to use the Premises or facilities herein for any illegal conduct or purpose shall be deemed a default event and may result in immediate termination of this Agreement, at the sole discretion of the Commissioner. In such event, no prior notice to cure and of intent to terminate shall be required. Failure to comply with the Paragraph entitled "Hazardous Waste" shall also be governed by this Subparagraph.

iv. A failure by Licensee to comply with the Paragraph entitled "Conduct of Employees" shall be deemed a default event and may result in termination of this Agreement. In such event, the period of a notice to cure and of intent to terminate shall be five (5) calendar days, unless an emergency or dangerous condition exists (as in subparagraph "ii" hereof), in the sole discretion of the Commissioner.

v. A failure on the part of Licensee to observe any of the other terms and conditions of this Agreement on its part to be observed and performed, which failure persists after the expiration of twenty (20) days from the date the Commissioner gives notice to cure and of intent to terminate to the Licensee; provided, however, that if the matter which is the subject of the notice is of such a nature that it cannot reasonably be corrected within twenty (20) days, then no default shall have been deemed to have occurred if Licensee, before the expiration of the twenty-day period, diligently commences and prosecutes the same to completion. Soliciting bids, in good faith, for performance of corrective work shall be deemed commencement of such work within the purview hereof.

vi. All notices herein shall be in writing and shall comply with the Paragraph entitled, "Contact Persons/Notice Requirements." The notice to cure and of intent to terminate shall call attention to the existence of the failure and particularize the claimed failure in reasonable detail. The notice shall also state the intended date of termination.

b. After a default event, the Commissioner or his/her designee, in his/her sole discretion, may terminate the Agreement. The Commissioner shall give written notice of such termination.

c. If Licensee shall default under this Agreement and this Agreement is terminated, the Agreement shall expire as fully and completely as if that date were the date herein originally fixed for the expiration of the term; and

Licensee will then immediately quit and surrender the Premises to the Commissioner.

d. If the term shall expire as provided herein, or if Licensee shall abandon the Premises, or if this License shall be taken from Licensee as a result of any execution against Licensee in any proceeding in which the Licensee shall have no appeal or further appeal, then and in such event, the Commissioner may, without further notice, reenter the Premises by force, summary dispossess proceedings, or otherwise, and Licensee waives the service of any notice of Commissioner's intention to reenter or repossess the Premises or to institute legal proceedings to that end.

e. Upon the termination or expiration of this Agreement or any renewal hereof or otherwise, Licensee shall remain liable to the Commissioner:

i. for Commissioner's reasonable costs expended to place the Premises in the physical condition in which Licensee is obligated to leave them upon the expiration of the term and to secure the premises after termination; and

ii. for Commissioner's cost to remove Licensee and any effects of Licensee, and with or without legal process, the cost to expel, oust and remove all parties who may be present upon or occupy any part of the Premises, and all personal property that may be thereon and therein contained, without being liable to prosecution, damage, or damages therefore, or for any damage or damages to, or loss of any personal property belonging to any party upon or occupying said Premises or any part thereof from any causes whatsoever by reason of such removal, and Licensee expressly waives any and all claims for damages and loss against the County/Licensor or its officers and agents for or on account of any act done or caused to be done in exercising this right; and the County/Licensor shall have the right to sell the said personal property so seized or remove and recover by such sale or legal process any and all sums due to the Department under the terms of this Agreement.

f. Upon termination pursuant to the foregoing paragraph, Licensee acknowledges and agrees that it shall not be entitled nor shall it make a claim for lost profits or loss of anticipated earnings because of termination.

g. As used herein, the words "reenter" and "reentry" are not to be restricted to their technical legal meanings.

5. Terms and Conditions:

a. County hereby grants to Licensee and Licensee hereby accepts from the County, a license for the continued maintenance and management of the Premises for use as athletic fields and related improvements by Licensee, as approved by the Commissioner.

b. Licensee agrees that this Agreement is for the express purpose of providing a place for the Licensee to practice the sports of baseball and football, and to hold competitive games at the facility on a scheduled basis. Any use of the athletic fields for other organized programs will be subject to review by Licensee and subject to final approval and authorization by the Commissioner.

c. The Premises shall be operated in a manner satisfactory to the Commissioner and shall conform to rules and directives of the Suffolk County Department of Public Works.

d. Licensee, at its own expense, shall and is hereby authorized to perform the services required to be performed by Licensee hereunder. Said performance by Licensee shall be in compliance with all of the terms and conditions required to be performed under this Agreement unless specifically stated otherwise herein.

e. Licensee shall comply with all applicable Federal, State, County and local laws, rules, regulations, codes, ordinances and requirements in effect on the date of execution of this Agreement and as may be adopted or amended from time to time.

f. Licensee shall furnish, on or before April 30th of each year of this License, to the Commissioner, a schedule of games and practices listing the dates and times for scheduled activities and rain dates. Licensee shall obtain prior written approval of the Commissioner to add any additional dates or events not covered by the schedule submitted on or before April 30 of each year of this License. Requests for additional dates or events shall be made in writing at least five (5) days prior to the requested date. Approvals of such requests shall be in the sole discretion of the Commissioner.

6. Licensee Provided Services.

a. **Improvement/Maintenance -** Licensee, at its own expense, shall improve and maintain the grounds authorized under this Agreement. Licensee shall pay the total cost of labor and materials for any work performed hereunder, and for any and all necessary permits, approvals or licenses required by law to be obtained. The Licensee must file a Building Permit Application package with the Suffolk County Department of Public Works

before starting any work. The Suffolk County Department of Public Works will then determine whether or not a Building Permit is required.

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

c. **Ingress and Egress -** to the premises shall be to and from Kings Highway only.

d. **Buffer Zone** - The existing natural buffer zone shall be maintained about the complex in accordance with the Zoning Code of the Town of Islip at the sole cost and expense of Licensee and no trees are to be removed without the prior written approval of the Department of Parks. No regrading of any type may be done without the approval of the Department of Public Works.

e. **Space and Equipment** - All space and equipment, including bleachers, covered by this Agreement and used by Licensee in the conduct of its programs shall be maintained, cleaned and operated safely by Licensee at its own cost and expense as directed by the Commissioner and as otherwise in accordance with other recognized and accepted standards of operation.

f. **Refuse and Garbage -** All refuse and garbage costs relating to the operation are to be borne by Licensee and said refuse and garbage is to be disposed of in a location satisfactory to the Commissioner. Licensee is responsible for full compliance with all applicable laws, rules and regulations.

g. **Utilities** - Licensee shall pay, at its sole cost and expense, for all utilities including water service, oil for heat, gas, electric and telephone service (if any) consumed in the operation of the licensed Premises. Licensee shall pay for all costs to provide such service. In the event utility meters are shared with the County or others licensees, the County will perform an analysis of expenses incurred and will bill Licensee for reimbursement.

h. **Security** - Licensee shall be responsible for all security and safeguarding of the property and structures thereon as of the date of execution of this Agreement.

i. **Qualifications of Employees** – Licensee specifically represents and warrants that it has and shall possess, and that its officers, employees, agents, volunteers and subcontractors have and shall possess, the knowledge and experience necessary to qualify them individually for the particular duties they perform.

j. **Volunteers** - Licensee may provide volunteers to perform such services as are authorized by Section 277 of the General Municipal Law of the State of New York.

k. **Signage** – Appropriate signage shall be erected and placed on the Premises indicating emergency phone numbers and specifying that access to the Premises is open to all Suffolk County residents, subject to scheduling with Licensee. The sign and its location shall be subject to the approval of the Commissioner.

l. **Safety Guidelines** - Licensee shall maintain the Premises in a safe manner and agrees that any volunteers and private citizens participating in activities sponsored or directed by Licensee or performing work on behalf of Licensee will be made aware of the nature of work which is to be performed and will be required to follow prescribed safety guidelines and procedures.

m. **Parking** – Licensee shall take all steps necessary to avoid parking overflow onto the surrounding roadways. Licensee shall allot a minimum of two and one-half hours per scheduled game in order to provide time between games for vehicle turnover within the parking lots. With respect to those special events scheduled by Licensee that will generate heavier than normal parking demands, Licensee shall coordinate with the Town of Islip and the Suffolk COUNTY Police Department to provide parking alternatives and traffic control.

n. **Site Lighting** – Existing and proposed site lighting shall conform to the Zoning Code of the Town of Islip and Suffolk County Local Law Chapter 149 Light Pollution. Licensee shall provide proof of compliance of the lighting fixtures and design in writing from the Town of Islip as part of its Building Permit Application package. The Licensee must file a Building Permit Application package with the Suffolk County Department of Public Works before starting any work. The Suffolk County Department of Public Works will then determine whether or not a Building Permit is required.

7. Right of Access:

The County/Licensor shall retain the right of access to the Premises and the right to utilize the Premises as it shall see fit.

8. SEQRA:

For purposes of compliance with the State Environmental Quality Review Act (SEQRA), the Suffolk County Department of Public Works will act as Lead Agency for purposes of coordinating the environmental review of actions or modifications to parkland (if any) that may result from this Agreement.

9. Environmental Compliance:

Licensee agrees to the following environmental provisions:

a. In conducting its activities hereunder, the Licensee shall reasonably preserve and avoid damage to and destruction of natural, historic or cultural features, including, but not limited to, rare plants, habitats, trees, shrubs and other vegetation.

b. The Licensee shall comply with all Federal, State and local laws, rules, regulations, codes and ordinances in the performance of this Agreement and shall obtain, pay for, and comply with any conditions contained in any permits, approvals and renewals thereof which are required to be obtained in the legal performance of this Agreement. Such laws and regulations include, but are not limited to:

- Suffolk County Code Chapter 380 (Pest Control) - See Exhibit C
- Organic Parks Maintenance Plan and any other County policies relating to pesticides. – See Exhibit C
- Suffolk County Sanitary Code.

Such compliance shall be at Licensee's sole cost and expense.

10. Conduct of Employees:

a. The Commissioner shall inform Licensee in writing, or if orally, a written confirmation shall be sent immediately, of any employee or member of Licensee whose conduct the Commissioner deems detrimental to the best interests of the Department or the public using the park facilities. Licensee shall immediately take any and all action necessary and appropriate to remedy the conduct.

b. In the event Licensee fails to remedy the conduct, such failure may, in the sole discretion of the Commissioner, constitute a default event and termination of this Agreement shall be governed by the Paragraph hereof entitled "Default/ Termination for Cause."

11. County/Licensor Property:

a. It is expressly understood and agreed that the Premises covered under this Agreement is and shall be the sole property of the County at all times during the period of this Agreement. All improvements installed or placed within the Premises hereunder shall immediately become the property of the County and shall be lien and encumbrance free. This provision shall survive the expiration or early termination of this Agreement.

b. Any repairs or physical improvements to the Premises or new construction shall be at Licensees' cost unless otherwise agreed to in writing by the County. The Commissioner must approve any repairs or physical improvements, other than ordinary routine maintenance and all applicable permits and approvals must be obtained and submitted to the Department of Public Works prior to the commencement of any work.

c. Upon termination, removal of Licensee-owned equipment must be coordinated with County personnel with all park grounds restored to a condition satisfactory to the Commissioner.

12. Advertising:

Licensee covenants and agrees not to advertise or permit advertising in any manner or form, on or about the Premises, buildings, or spaces licensed to it or elsewhere, except by means of such signs or form of advertising as shall be approved by the Commissioner. The Department of Public Works retains the right to remove any advertising materials installed on the Premises without the express approval of the Commissioner.

13. Insurance:

a. Licensee agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County. Licensee agrees to require that all of its subcontractors, in connection with work performed for Licensee related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for Licensee. Unless otherwise specified by the County and agreed to by the Licensee, in writing, such insurance will be as follows:

i. **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage.

ii. **Automobile Liability** insurance (if any vehicles are used by the Licensee in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand ($100,000.00) for property damage per occurrence.

iii. **Worker's Compensation** and **Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Licensee shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless Licensee shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv. **Professional Liability** insurance in an amount not less than Two Million Dollars ($2,000,000.00) on either a per occurrence or claims made coverage basis.

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

c. Licensee shall furnish to the County Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and Licensee shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.

d. All such Declaration Pages, certificates and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address set forth in the paragraph entitled "Notices and Contact Persons" or at

such other address of which the County shall have given Licensee notice in writing.

e. If Licensee or other municipal corporation has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies.

f. In the event Licensee shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Licensee under this Agreement or any other agreement between the County and Contract.

14. Contact Persons/Notice Requirements:

a. Any communication, notice, claim for payment, report or other submission necessary or required to be made by the parties regarding this License shall be in writing and shall be deemed to be duly given only if delivered: (i) by hand delivery; (ii) by overnight courier; or (iii) mailed by registered or certified mail in a postpaid envelope properly addressed. Notice shall be deemed to have been delivered (1) if delivered by hand, upon acceptance or refusal thereof, (2) if by overnight courier, the first business day subsequent to transmittal, and (3) if mailed by registered or certified mail, upon the tenth day after the mailing thereof.

b. Any communication, notice, claim for payment, report or other submission necessary or required to be made by the parties regarding this Agreement shall be deemed to have been duly made upon receipt by the parties at the following addresses (or at such other address that may be specified in writing by the parties):

For the County:

Suffolk County Public Works
335 Yaphank Avenue
Yaphank, New York 11980
Attn: Commissioner

For the Licensee:

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

c. Any communication or notice regarding litigation shall be deemed to have been duly made upon receipt by the parties at the following addresses (or at such other address that may be specified in writing by the parties):

For the County:

Suffolk County Public Works
335 Yaphank Avenue
Yaphank, New York 11980
Attn: Commissioner

and

Suffolk County Department of Law
H. Lee Dennison Building, 6th Floor
100 Veterans Memorial Highway
Hauppauge, New York 11788
Attn: County Attorney

For the Licensee:

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

It is the Licensee's responsibility to provide a written notification of any name and/or address changes within the organization of officers.

15. Representation of Inspection:

Licensee acknowledges that it has examined the site, location, facilities, buildings, structures, area and spaces, and equipment to be used in connection with this Agreement. Licensee agrees to accept the facilities on the Premises "as is" and return the Premises and equipment in good working order at the expiration of this Agreement, subject to making all required repairs, replacements and improvements, reasonable wear and tear excepted.

16. Indemnification:

Licensee agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, members, employees, agents and invitees (the "County Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and costs, including reasonable attorneys' fees, and shall defend the County in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit

arising out of the acts or omissions or negligence of Licensee, its agents, employees or subcontractors in connection with the services described or referred to in this Agreement.

17. Public Disclosure:

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

18. Risks of Licensee:

a. Licensee, in addition to any terms contained herein, assumes all risks in the operation of this License and shall be solely responsible and answerable in damages for all injuries and accidents in person or property and thereby covenants and agrees to defend, indemnify and save harmless the County of Suffolk and the Suffolk County Department of Public Works and their officials, employees and agents from all claims, suits, actions, losses, damages or injuries to person or property of whatsoever kind or nature, whether direct or indirect, arising out of the operation of this Agreement.

b. The risk of loss, damage or destruction from any peril to the furniture, fixtures, equipment or other personal property of the Licensee shall be borne by the Licensee. It is further understood and agreed that the Licensee waives and shall require its insurer to waive any right to subrogation against the County for loss, damage or destruction from any peril to the furniture, fixtures, equipment or other personal property of Licensee.

19. Regulatory Compliance:

Licensee understands and agrees that all activities and actions undertaken in the conduct of this Agreement are subject to, and must be in compliance with, all applicable codes, rules, laws and regulations promulgated by Federal, State, and local governments including, but not limited to, the Suffolk County Legislature and the Suffolk County Charter and Administrative Code.

20. Licenses and Permits:

Notwithstanding any other approval required to be obtained by Licensee, Licensee shall also be required to secure all permits, licenses and certifications necessary for the legal operation of the License at its sole cost and expense.

In the event that Licensee is unable to secure the necessary permits and licenses as provided for in this paragraph prior to the execution hereof or such extensions granted in writing by the Commissioner of the Department of Public Works or in the event that said permits are issued and during the term of this License or renewal thereof, should Licensee fail to maintain all permits necessary for the legal operation of the licensed Premises, the County, may, at the sole option of the County, cancel this Agreement upon the County giving to Licensee five (5) days written notice of its intention to so cancel and whereby there shall be no further liability on the part of either party, except those items which specifically survive termination.

21. Claims For Compensation:

a. Licensee hereby expressly waives any and all claims for compensation for any and all loss or damages sustained by reason of any interference by any public agency or official in the operation of this Agreement; any such interference shall not relieve Licensee from any obligation hereunder.

b. Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the gas and electrical apparatus, heating equipment, water supply equipment, pipes or wires (if applicable) furnished for the Premises hereby granted, or by reason of any loss or impairment of light, current, or water supply which may occur from time to time for any cause, or for any loss or damage sustained by Licensee resulting from fire, water, storm, tornadoes, civil commotion, riots, acts of God or other disasters; and Licensee hereby expressly waives all rights, claims, and demands and forever releases and discharges the people of the State of New York, the County of Suffolk, the Suffolk County Department of Public Works and their officers, employees and agents from any and all demands, claims, actions and causes of action arising from any of the enumerated causes whatsoever.

22. Changes To Agreement:

To the extent permitted by law, this Agreement may be modified, cancelled or extended if options to extend are included, by Agreement, in writing, executed by the parties hereto and approved by the Commissioner upon such terms and conditions as may be mutually agreed upon between Licensee and the County but no such modification, cancellation, or extension shall be effective until so executed and approved.

23. Liens:

In the event any mechanics' or other liens is filed against any portion of the Premises by reason of Licensee's acts or omissions or because of a claim against Licensee, Licensee shall cause the same to be cancelled or discharged of record by bond or otherwise within ninety (90) days after notice from County. If Licensee shall fail to cancel or discharge said lien or liens within said 90-day period, County may cancel or discharge the same and upon County's demand, Licensee shall reimburse County for all costs incurred in canceling or discharging such liens together with an administrative fee equal to 105% of such costs, such reimbursement to be paid within thirty days of Licensee be billed for same by the County.

24. License/Not A Lease:

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

25. Fire Safety Standards:

Licensee shall not use or permit the storage of any turpentine, benzene, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies licensed to do business in the State of New York, in any buildings erected or to be erected on the Premises. In addition, Licensee shall provide a list of all stored flammable materials necessary for their operation, subject to inspection and approval by the Suffolk County Fire Marshall. Storage shall be in a location and manner acceptable to the Commissioner and the Suffolk County Fire Marshall.

26. Hazardous Waste:

Licensee shall not generate, treat, release, store, discharge, dispose of, transport, recycle, use, reuse or handle hazardous substances or hazardous waste on the Premises without prior written approval of the Department.

27. Inspection of Premises:

It is agreed that the licensed Premises may be inspected at any time by the Commissioner, by authorized representatives of the Commissioner, or representatives of the Suffolk County Department of Health Services or the

Suffolk County Department of Fire, Rescue and Emergency Services (FRES). Licensee agrees that upon written notification by the Commissioner that any part of the licensed Premises or facilities thereof is unsatisfactory, Licensee shall, where such condition is caused by Licensee, remedy the same within a reasonable time (such time to be determined by the Commissioner) except in the event of dangerous health and/or safety conditions impacting upon persons or animals which shall be corrected immediately.

28. Illegal or Objectionable Conduct:

a. Licensee agrees not to use, or suffer or permit any person to use in any manner whatsoever, the said Premises or any part thereof or any building thereon for any illegal purpose, or for any purpose in violation of any federal, state, County or municipal law, ordinance, rule, order or regulation now in effect or hereafter enacted, amended or adopted, and will protect, defend, indemnify and forever hold harmless the County of Suffolk, the Suffolk County Department of Public Works and any individual members thereof and their agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed, or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of Licensee, or any employee, person or occupant for the time being of said Premises; and in the event of any violation, the County shall have the right and power, and is hereby authorized by Licensee, to immediately declare this Agreement terminated as if it had naturally expired.

b. Licensee agrees not to use, or suffer or permit any person to use in any manner whatsoever, the said Premises or any part thereof or any building thereon for any purpose in violation of any ordinance, rule or regulation of the Suffolk County Department of Public Works now in effect or hereafter enacted, amended or adopted, and in the event of any violation, or in case the County or its representatives shall deem any conduct on the part of Licensee, any person or occupant for the time being of the Premises, the Agreement or the operation thereof to be objectionable or improper, the County shall have the right and power, and is hereby authorized by Licensee, to immediately declare this Agreement terminated as if it had naturally expired.

29. Not a Co-Partnership or Joint Venture:

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

30. County Representatives:

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

31. Living Wage Law:

Licensee represents and warrants that it has read and will comply with the requirements of Section 6 of Chapter 347 of the Suffolk County Local Law No. 12-2001,the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

32. Child Sexual Abuse Reporting Policy:

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

33. Cooperation on Claims:

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

34. Conflict of Interest:

a. Licensee agrees that it will not, during the term of this Agreement, engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.

b. Licensee is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue throughout the term of this Agreement. The Commissioner shall ultimately make the determination as to whether or when a conflict exists or may potentially exist after full disclosure is obtained.

35. Change In Department:

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

36. No Implied Waiver:

No failure or delay by either party in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy.

37. Insolvency:

If at any time prior to the date herein fixed as the expiration of the term of this Agreement or any renewal hereof, there shall be filed by or against said Licensee, in any court pursuant to any statute, either of the United States or of any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Licensee's property, Licensee shall immediately notify County concerning same. In such event, if, within thirty (30) days thereof Licensee fails to secure a discharge thereof, or if Licensee makes an assignment for the benefit of creditors, or petitions for or enters into such an arrangement, as may be permitted by law, this concession shall ipso facto be canceled and terminated and in which event neither Licensee nor any person claiming through or under Licensee or by virtue of any statute or of an order of any court shall be entitled to possession of the demised premises, and County/Licensor, in addition to any other rights and remedies given hereby and by virtue of any other provision contained in this Agreement or by virtue of any statute or rule of law, may retain as liquidated damages any monies received from Licensee or others on behalf of Licensee.

38. Independent Contractor:

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

39. No Assignment:

a. Licensee shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute this Agreement, or assign all or any portion of the monies that may be due or become due to Licensee under the terms of this Agreement, to any person or corporation, without the prior consent in writing of the County, and any attempt to do any of the foregoing without such consent shall be of no effect.

b. Such consent, as described in sub-paragraph a. is at the sole discretion of the Commissioner.

40. Not in Default:

Licensee warrants that it is not in arrears to the County upon debt or contract and is not in default as a surety, contractor or otherwise on any obligation to or contract with the County.

41. Gratuities:

Licensee represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

42. Non-Discrimination Requirements:

In accordance with Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other County, State and Federal administrative, statutory and constitutional nondiscrimination provisions, Licensee shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation, military service or marital status.

43. Non-Discrimination in Services:

During the performance of this Agreement Licensee will not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military service or marital status, deny any individual any service(s) or other benefits provided under the program or provide any service(s) or other benefits to an

individual which are different, or are provided in a different manner from those provided to others under the program.

44. Nonsectarian Declaration:

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

45. Severability:

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

46. Litigation:

In the event Licensee becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant, etc.) to a lawsuit or any legal proceeding, Licensee will immediately forward to the Department at the address set forth on the first page of this Agreement, copies of all papers filed by or against Licensee.

47. All Rights Reserved:

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

48. Governing Law:

The laws of the State of New York shall govern this Agreement.

49. Entire Agreement:

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Agreement.

50. No Oral Changes:

No modification of this Agreement shall be valid unless written in the form of an Addendum or Amendment signed by all parties and approved by the

Commissioner and the County Comptroller as to financial safeguards upon such terms and conditions as may be mutually agreed upon between the Licensee and the County but no such modification, termination, cancellation, or extension shall be effective until so executed and approved.

51. Certification:

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

End of Text of Exhibit A

EXHIBIT B
Suffolk County Legislative Requirements

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

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

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

2. **Living Wage Law**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

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

Required Forms:

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

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

3. **Use of County Resources to Interfere with Collective Bargaining Activities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of 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. **Leadership in Energy and Environment Design (LEED) Requirement**

a. It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 939 of the Suffolk County Code.

b. If applicable, the Contractor shall comply with the provisions of Chapter 939 which mandates the incorporation of LEED principles in County construction projects exceeding $1,000,000 in aggregate construction costs or planning of renovation of an existing County building which requires the expenditure of $1,000,000 or more, or planning of new construction or renovation "built to suit" for long term lease by the County of Suffolk in an effort to promote energy efficiency and sound environmental practices.

c. In the event this Project Construction Cost exceeds the threshold set forth in Chapter 939, the Contractor shall apply the principles of the LEED Building Rating System 2.2, as a standard that meets environmental and

economic performance of commercial buildings, using established and/or advanced building principles, practices, materials and standards. An equivalent minimum rating of 26 credits is expected, however the Contractor is encouraged to obtain additional credits within budged amounts. Although reporting documentations submissions to the U.S. Green Building Council are not required, the Contractor shall submit a detailed report of compliance with the LEED Building Rating System 2.2 to the Department as part of the Sketch Study Phase and shall also reaffirm compliance with LEED Requirements upon final completion of the project.

d. Once approved by the Department of Public Works, the initial report will be forwarded to the County's Council of Environmental Quality (CEQ) as part of the SEQRA process, a prerequisite to appropriating the construction funding. Fifteen (15) copies of the approved report are required.

13. Light Pollution

In the event this Agreement involves the design and/or construction of lighting or lighting systems, the Contractor's design and installation shall comply with the Suffolk County Code, Chapter 149 imposing certain requirements upon new or replacement outdoor lighting fixtures installed by the County on County-owned facilities.

14. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Exhibit B

1497

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

DATE: April 28, 2016

RE: LA0001 – HYO Athletic Fields License Agreement Renewal

Attached for your review is a draft resolution authorizing a License Agreement with the Hauppauge Youth Organization for athletic fields, to be located on vacant property in Hauppauge, 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 - Authorizing a License Agreement with the Hauppauge Youth Organization.

1497

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 A LICENSE AGREEMENT WITH THE HAUPPAUGE YOUTH ORGANIZATION

3. Purpose of Proposed Legislation

LEASE OF PREMISES TO BE UTILIZED BY THE HAUPPAUGE YOUTH ORGANIZATION AS A RECREATIONAL FACILITY

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 the 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.

NA

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

NA

8. Proposed Source of Funding

NA-no cost to county

9. Timing of Impact

January 1, 2015 - December 31, 2019 with option to renew for an additional term of (5) years through 12/31/24

10. Typed Name and Title of Preparer	11. Signature of Preparer	12. Date
Gilbert Anderson, P.E., Commissioner Theresa Lollo Budget Office		4/28/2016 5/18/16

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

1497

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

1497

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 A LICENSE AGREEMENT WITH THE HAUPPAUGE YOUTH ORGANIZATION

PURPOSE OR GENERAL IDEA OF BILL: LEASE OF PREMISES TO BE UTILIZED BY THE HAUPPAUGE YOUTH ORGANIZATION AS A RECREATIONAL FACILITY

SUMMARY OF SPECIFIC PROVISIONS: THE HAUPPAUGE YOUTH ORGANIZATION HAS AGREED TO OPERATE AND MAINTAIN THIS RECREATIONAL FACILITY AND OFFER YOUTH PROGRAMS AT THIS SITE AS PER THE TERMS OF THIS LICENSE AGREEMENT WHICH WOULD COMMENCE RETROACTIVE TO JANUARY 1, 2015

JUSTIFICATION: THE HAUPPAUGE YOUTH ORGANIZATION HAS OPERATED AND MAINTAINED THIS RECREATIONAL FACILITY AND OFFERED YOUTH PROGRAMS AT THIS SITE WHILE MAKING ONGOING IMPROVEMENTS TO THE PROPERTY AT NO COST TO THE COUNTY FOR MANY YEARS AND SEEKS TO CONTINUE TO DO SO.

FISCAL IMPLICATIONS: THE HAUPPAUGE YOUTH ORGANIZATION HAS AGREED TO OPERATE AND MAINTAIN THIS RECREATIONAL FACILITY AND OFFER YOUTH PROGRAMS AT THIS SITE AT NO COST TO THE COUNTY

1498

Intro Res. No. -2016 Laid on the Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, APPROVING THE REAPPOINTMENT OF RUSSELL CALEMMO AS A MEMBER OF THE SUFFOLK COUNTY ELECTRICAL LICENSING BOARD

WHEREAS, Local Law 19-2014 authorized the creation of an eleven member Electrical Licensing Board; and

WHEREAS, members of the Suffolk County Electrical Licensing Board are appointed by the County Executive, subject to legislative approval; and

WHEREAS, Mr. Calemmo's term expires on June 30, 2016; and

WHEREAS, the County Executive has re-nominated Russell Calemmo to serve as a member of the Suffolk County Electrical Licensing Board; now, therefore be it

1st **RESOLVED**, that the reappointment of Russell Calemmo of East Hampton, New York, as a member of the Suffolk County Electrical Licensing Board, for a term of office expiring June 30, 2019, is hereby approved, said appointment having been made pursuant to the provisions of Chapter 563 of the Suffolk County Code; and be it further

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

DATED:

APPROVED BY:

_____

County Executive of the County of Suffolk

Date:

1498

Base Information For Re-appointment to:
The Suffolk County Electrical Occupational Licensing Board

Russell J. Calemmo

• *Hog Creek*
• *East Hampton, New York 11937* • *324-6381* Goumba@Hamptons.com

OBJECTIVE

As a credit to the Suffolk County Electrical Licensing Board since 1985, and part of a team effort, we have been able to create a unilateral platform among master licensed electricians and the consumer by creating and administrating through unique qualifications and examination, a master electrician certified by the county. This has insured the consumer a "master electrician for hire" is available to them with highest regard for complex electrical code standards and safety. We have also established a unique policy of access to all licensed electricians that would be relevant to any investigations to implement less time for the investigator spent on a particular case, therefore by passing this saving to the county taxpayers . In addition , we have created new electrical license categories including a specific license for electrical inspection agencies to insure master electricians and consumer protection for continuous county integrity .

To uphold the solidarity within Suffolk Counties electrical industry among the professional trade associations, Suffolk County consumers, all electricians, educational groups and to support, school, communicate and inform the new qualified electricians starting in there fresh endeavors. And most important, to promote, encourage and foster young people and the like, a unique and professional way of life that there are trade options to make a fine decent living with a limitless growth potential.

1498

EXPERIENCE

GOOD SAMARITAN HOSPITAL WEST ISLIP, N.Y.
September 1968- 1970
Chief Maintenance Electrician, -General electrical operations of institute
Plant Electrician/Foreman,- Power plant and all annex structures
Electrical Supervisor, - Entire complex and general construction

RJ CALEMMO INC. EAST ISLIP/ EAST HAMPTON , N.Y.
D.B.A. CNL ELECTRIC COMPANY
May 1970- to present. Owner/Operator
CNL Electric Company , established 1946
Master Licensed Electrician since its inception under the Suffolk County Labor Department in 1971. This company is a complete electrical service and construction firm since 1976 under my administration, guidance and supervision that employs several to forty five electricians to preform from simple service calls to complex installations involving the repair, maintenance installation and design for power, light, heat and air in residential , industrial and commercial establishments. I do in fact get into the field and have hands on capabilities . One major accomplishment that comes to mind that in 1983, I was the person who really wired up the 1595 foot long Brooklyn Bridge for the 100th anniversary celebration fireworks display.

THE "LAMP HOSPITAL", EAST HAMPTON, NY
May 1996 to present Proprietor /Preservation Architect
Lamp repair and refurbishment of all types of electrical lamps and chandeliers, general restorations , custom and commission work.

1498

UCATION

FARMINGDALE HIGH SCHOOL GRADUATE
General Degree, Electrical, Science Major 1963
Awarded New York State Science Project, first place. Track and field champion, Indoor gymnastics champion. United States Presidents Athletic award. School Newspaper, Daily Skyline, editor. Started school radio station (WLWF) .Founded school stage hands group and founding member stage lighting and electricians club , "Livewires." Still active today, 60 years later.

Farmingdale Agricultural School 1970-1972
Electrical Engineering, Night School

CONTINUED EDUCATION RELEVANT TO ELECTRICAL INDUSTRY STANDARDS AND CODES
Approx. 1684 Hrs of certified time 1972 - present
Accredited certificates of completion in all electric phases and subject change to new national and local electric codes standards

ELECTRICAL INSTRUCTOR FOR BASIC ELECTRICAL EDUCATION AND CODE STANDARDS
Non certified instructor for all code standards and general instruction
1982- 1987
Basic code interpretation, design and installation of electrical systems and devices. Business skills and basic business set up and law standards. Educator of lighting arrester systems and installations
"How to" for - prime and sub contractor state and federal electrical contract awards and bonding.

1498

ACTIVE SKILLS

- Licensed Master Electrician Since 1971 731E
- Past President Suffolk County Electrical Contractors Association 1985-1988
  Active Member Since 1977
- Secretary Suffolk County Electrical Contractors Association 1989 - 2003
- Big Brothers/Big Sisters Director. Started Big Sisters Program 1975-1978
  Coined phrase "Give A Kid A Break, Be A Big Brother/Sister"
- Founder and Chairman, The Long Island Electrical Safety Counsel 1985-1989
- Co founder of the Long Island Electrical Licensing Counsel
  1986-1988
- Member of Suffolk County Electrical Licensing Board, Vice Chairman
  1985-Present
- Founder of NEC Code Class and Refresher Course for Electricians
  1997-Present
- Member: Lions Club 1981- present Past President 1999-2003
- Member: Foresters Of America 1980- present, Past Chief Ranger 1987-91
- Member: International Association of Electrical Inspectors
  1970-Present.
- Member: American Red Cross 1974-present
- Member: Knights of Columbus 1975-present
- Chairman, East Hampton Waterfowl, Restoration, Preservation
- Member: American Photographer Association 1965-present
- Member: The Artists Alliance Of East Hampton 1999- present.
- Member American Wine Association 2004- to present
- Operations Director: East Hampton food pantry 2006-present

PAST TIME SKILLS

- Makes Homemade Award Winning Wine 1965-present.
- New York. State and National
- Gardening and Tree Sculpturing 1976-present
- Photography and Collage Art Forms 1969-2000
- Completed Book """101 Instructions For Life"" 2011 looking for publisher.
  Completed Book "Essays of a Lamp Doctor" working with publisher

BOARD MEMBER ATTENDANCE FOR 2015

Start Date	Electrical Board	Expiration	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
6/1/1985	R. Calemmo, Chair	6/30/2016	X	X	X	x	X	x	EX	x	x	x	x	X

1498

1498

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 REAPPOINTMENT OF RUSSELL CALEMMO AS A MEMBER OF THE SUFFOLK COUNTY ELECTRICAL LICENSING BOARD.**

3. Purpose of Proposed Legislation
The purpose of this legislation is to reappoint Russ Calemmo to the Suffolk County Electrical Licensing Board. The Board consists of eleven (11) members who serve three (3) year terms.

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? (check appropriate category)

_X_ County	_____Town	_____Economic Impact
_____Village	_____School District	_____Other (Specify
_____Library District	_____Fire District	_____NOT APPLICABLE

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

"Each member of the Board shall be compensated at the rate of $100 for each official meeting thereof attended in pursuance of the duties of said Board, but not more than $1500 in any calendar year."

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision.
Member will be reappointed to a term expiring June 30, 2019. The approximate cost is $4500.

8. Proposed Source of Funding

2016 Operating Budget

9. Timing of Impact
Upon adoption

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
BARBARA D'AMICO DIRECTOR OF FINANCE	Barbara D'Amico	4/29/16

SCIN FORM 175b (10/95)

Deb Kot
Budget Office 5/18/16

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

1498

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

1498

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL:

APPROVING THE REAPPOINTMENT OF RUSSELL CALEMMO AS A MEMBER OF THE SUFFOLK COUNTY ELECTRICAL LICENSING BOARD.

PURPOSE OR GENERAL IDEAL OF BILL:

The purpose of this legislation is to reappoint Russell Calemmo as a member of the Suffolk County Electrical Board. The Board consists of eleven (11) members who serve three (3) year terms.

SUMMARY OF SPECIFIC PROVISIONS:

JUSTIFICATION:

To allow Mr. Calemmo to continue to serve as a member of this board.

FISCAL IMPLICATIONS:

"Each member of the Board shall be compensated at the rate of $100 for each official meeting thereof attended in pursuance of the duties of said Board, but not more than $1500 in any calendar year."

COUNTY OF SUFFOLK

1498

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

FRANK NARDELLI
COMMISSIONER
DEPARTMENT OF LABOR, LICENSING &
CONSUMER AFFAIRS
725 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788

ADDRESS CORRESPONDENCE TO:
P.O. BOX 6100
HAUPPAUGE, N.Y. 11788-0099
e-mail:sc.dol@suffolkcountyny.gov
PHONE # (631) 853-6600
www.suffolkcountyny.gov/labor

MEMORANDUM

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

FROM: Frank Nardelli, Commissioner FN

DATE: April 29, 2016

RE: INTRODUCTORY RESOLUTION

Attached please find the following Introductory Resolution for the next Legislative meeting:

RESOLUTION NO. -16, TO APPROVE THE REAPPOINTMENT OF RUSSELL CALEMMO AS A MEMBER OF THE SUFFOLK COUNTY ELECTRICAL LICENSING BOARD.

AN E-MAIL VERSION WILL BE SENT TO CE RESO REVIEW UNDER THE TITLE "RESO-LLCA-ELECTRICAL BOARD-R.CALEMMO."

Thank you for your assistance.

* * *

FN:dv
Attachment

1499

Intro Res. No. -2016 Laid on the Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, APPROVING THE REAPPOINTMENT OF ROBERT KOHLMEYER AS A MEMBER OF THE SUFFOLK COUNTY ELECTRICAL LICENSING BOARD

WHEREAS, Local Law 19-2014 authorized the creation of an eleven member Electrical Licensing Board; and

WHEREAS, members of the Suffolk County Electrical Licensing Board are appointed by the County Executive, subject to legislative approval; and

WHEREAS, Mr. Kohlmeyer's term expired on April 2, 2016; and

WHEREAS, the County Executive has re-nominated Robert Kohlmeyer to serve as a member of the Suffolk County Electrical Licensing Board; now, therefore be it

1st **RESOLVED**, that the reappointment of Robert Kohlmeyer of Smithtown, New York, as a member of the Suffolk County Electrical Licensing Board, for a term of office expiring April 2, 2019, is hereby approved, said appointment having been made pursuant to the provisions of Chapter 563 of the Suffolk County Code; and be it further

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

DATED:

APPROVED BY:

_____

County Executive of the County of Suffolk

Date:

Elec Bd

1499

Suffolk County Consumer affairs

As requested please find Resume for Robert Kohlmeyer

Robert J Kohlmeyer

CRK Contracting of Suffolk
Kings Park NY

Master Electrician since 1979
Currently licensed County of Suffolk 3567E
Towns of Hempstead ,North Hempstead ,Oyster Bay
City of Long Beach
Villages of Westbury ,Rockville Center , Mineola, Hempstead, Valley Stream

Owner operator of CRK Contracting Of Suffolk since 1986

CRK performs all type Electrical Construction work as well as Remodeling, our clients included Wal Mart Stop Shop Supermarkets, LA Fitness clubs Waldbaums , Pathmark, Home Depot , Target, Tanger Mall Walgreens

Professional group affiliations

Board Member of Long Island NECA

Vice President 1999 - 2002

President 2002 - 2005

Governor 2005 - 2008

Current Board Member

Electrical Industry Board of Long Island member 1996 - 2007

Director Of JATC of Long Island Electrical Industry 1992 - Present

Suffolk County Electrical Licensing Board member 1997- Present

BOARD MEMBER ATTENDANCE FOR 2015

Start Date	Electrical Board	Expiration	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
9/1/2001	R. Kohlmeyer	4/2/2016	X	EX	X	x	X	x		x	EX	EX	x	EX

1469

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1499

1.	Type of Legislation Resolution _X_ Local Law ___ Charter Law
2.	Title of Proposed Legislation: **APPROVING THE REAPPOINTMENT OF ROBERT KOHLMEYER AS A MEMBER OF THE SUFFOLK COUNTY ELECTRICAL LICENSING BOARD.**
3.	Purpose of Proposed Legislation The purpose of this legislation is to reappoint Robert Kohlmeyer to the Suffolk County Electrical Licensing Board. The Board consists of eleven (11) members who serve three (3) year terms.
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? (check appropriate category) _X_ County _____Town _____Economic Impact _____Village _____School District _____Other (Specify _____Library District _____Fire District _____NOT APPLICABLE
6.	If the answer to item 4 is "yes", Provide Detailed Explanation of Impact "Each member of the Board shall be compensated at the rate of $100 for each official meeting thereof attended in pursuance of the duties of said Board, but not more than $1500 in any calendar year."
7.	Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision. Member will be reappointed to a term expiring April 2, 2019. The approximate cost is $4500.
8.	Proposed Source of Funding 2016 Operating Budget
9.	Timing of Impact Upon adoption

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
BARBARA D'AMICO DIRECTOR OF FINANCE	Barbara D'Amico	4/29/16

SCIN FORM 175b (10/95)

Budget Office 5/18/16

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

1499

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

1499

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL:

APPROVING THE REAPPOINTMENT OF ROBERT KOHLMEYER AS A MEMBER OF THE SUFFOLK COUNTY ELECTRICAL LICENSING BOARD.

PURPOSE OR GENERAL IDEAL OF BILL:

The purpose of this legislation is to reappoint Robert Kohlmeyer as a member of the Suffolk County Electrical Board. The Board consists of eleven (11) members who serve three (3) year terms.

SUMMARY OF SPECIFIC PROVISIONS:

JUSTIFICATION:

To allow Mr. Kohlmeyer to continue to serve as a member of this board.

FISCAL IMPLICATIONS:

"Each member of the Board shall be compensated at the rate of $100 for each official meeting thereof attended in pursuance of the duties of said Board, but not more than $1500 in any calendar year."

1499

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

FRANK NARDELLI
COMMISSIONER
DEPARTMENT OF LABOR, LICENSING &
CONSUMER AFFAIRS
725 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788

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e-mail:sc.dol@suffolkcountyny.gov
PHONE # (631) 853-6600
www.suffolkcountyny.gov/labor

MEMORANDUM

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

FROM: Frank Nardelli, Commissioner

DATE: April 29, 2016

RE: INTRODUCTORY RESOLUTION

Attached please find the following Introductory Resolution for the next Legislative meeting:

RESOLUTION NO. -16, TO APPROVE THE REAPPOINTMENT OF ROBERT KOHLMEYER AS A MEMBER OF THE SUFFOLK COUNTY ELECTRICAL LICENSING BOARD.

AN E-MAIL VERSION WILL BE SENT TO CE RESO REVIEW UNDER THE TITLE "RESO-LLCA-ELECTRICAL BOARD-R. KOHLMEYER."

Thank you for your assistance.

* * *

FN:dv
Attachment

1500

Intro Res. No. -2016 Laid on the Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, APPROVING THE REAPPOINTMENT OF ROBERT RITTER AS A MEMBER OF THE SUFFOLK COUNTY HOME IMPROVEMENT CONTRACTING BOARD

WHEREAS, Local Law 25-1982 authorized the creation of an seven member Home Improvement Contracting Board; and

WHEREAS, members of the Suffolk County Home Improvement Contracting Board are appointed by the County Executive, subject to legislative approval; and

WHEREAS, Mr. Ritter's term expires on June 4, 2016; and

WHEREAS, the County Executive has re-nominated Robert Ritter to serve as a member of the Suffolk County Home Improvement Contracting Board; now therefore be it

1st **RESOLVED**, that the reappointment of Robert Ritter of Dix Hills, New York, as a member of the Suffolk County Home Improvement Contracting Board, for a term of office expiring June 4, 2019, is hereby approved, said appointment having been made pursuant to the provisions of Chapter 563 of the Suffolk County Code; and be it further

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

DATED:

APPROVED BY:

_____

County Executive of the County of Suffolk

Date:

1500

Robert J. Ritter

Dix Hills, NY 11746
(631)

PROFILE

Strong background in business and leadership.

Hard-working business owner with great communication and organizational skills.

EXPERIENCE

Wendel Home Center, Inc.
Mineola & Deer Park, New York
President/Owner **1996 – Present**
Salesman/Office Manager **1987 – 1996**

Oversee operations and manage staff of 20 employees for family home improvement company established in 1953.

A solid background in sales and product experience including siding, windows, roofing sunrooms, awnings and doors.

Interact regularly with customers and oversee installations of products, purchases and inventory control.

Coopers & Lybrand Accounting Firm **1984 - 1987**
Staff Accountant

Performed auditing procedures for large corporations to substantiate the reliability of accounting records.

MEMBERSHIP

Suffolk County Home Improvement Contractors Licensing Board **2008 - Present**
Better Business Bureau
National Association of the Remodeling Industry

EDUCATION

Long Island University, C. W. Post Center **1984**
B. S. in Accounting
Vice President – Accounting Society
Member – Dean's Advisory Council for School of Professional Accountancy

BOARD MEMBER ATTENDANCE FOR 2015

Start Date	Home Improvement Board	Expiration	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
9/1/2008	R. Ritter, Chair	6/4/2016	X	X	x	EX	EX	X		x	EX	x	x	

150

COUNTY OF SUFFOLK

1500

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

FRANK NARDELLI
COMMISSIONER
DEPARTMENT OF LABOR, LICENSING &
CONSUMER AFFAIRS
725 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788

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www.suffolkcountyny.gov/labor

MEMORANDUM

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

FROM: Frank Nardelli, Commissioner FN

DATE: April 29, 2016

RE: INTRODUCTORY RESOLUTION

Attached please find the following Introductory Resolution for the next Legislative meeting:

RESOLUTION NO. -16, APPROVING THE REAPPOINTMENT OF ROBERT RITTER AS A MEMBER OF THE SUFFOLK COUNTY HOME IMPROVEMENT CONTRACTING BOARD.

AN E-MAIL VERSION WILL BE SENT TO CE RESO REVIEW UNDER THE TITLE "RESO-LLCA-HOME IMPROVEMENT BOARD-R.RITTER."

Thank you for your assistance.

* * *

FN:dv
Attachment

STATEMENT OF FINANCIAL IMPACT 1500
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1.	Type of Legislation Resolution _X_ Local Law ___ Charter Law
2.	Title of Proposed Legislation: **APPROVING THE REAPPOINTMENT OF ROBERT RITTER AS A MEMBER OF THE SUFFOLK COUNTY HOME IMPROVEMENT CONTRACTING BOARD.**
3.	Purpose of Proposed Legislation The purpose of this legislation is to reappoint Robert Ritter to the Suffolk County Home Improvement Contracting Board. The Board consists of seven (7) members who serve three (3) year terms.
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? (check appropriate category) _X_ County _____Town _____Economic Impact _____Village _____School District _____Other (Specify _____Library District _____Fire District _____NOT APPLICABLE
6.	If the answer to item 4 is "yes", Provide Detailed Explanation of Impact "Each member of the Board shall be compensated at the rate of $100 for each official meeting thereof attended in pursuance of the duties of said Board, but not more than $1500 in any calendar year."
7.	Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision. Member will be reappointed to a term expiring June 4, 2019. The approximate cost is $4500.
8.	Proposed Source of Funding 2016 Operating Budget
9.	Timing of Impact Upon adoption

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
BARBARA D'AMICO DIRECTOR OF FINANCE	Barbara D'Amico	4/29/16

SCIN FORM 175b (10/95)

5/18/16
Budget Officer

2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

1500

	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 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1500

TITLE OF BILL:

APPROVING THE REAPPOINTMENT OF ROBERT RITTER AS A MEMBER OF THE SUFFOLK COUNTY HOME IMPROVEMENT CONTRACTING BOARD.

PURPOSE OR GENERAL IDEAL OF BILL:

The purpose of this legislation is to reappoint Robert Ritter as a member of the Suffolk County Home Improvement Contracting Board. The Board consists of seven (7) members who serve three (3) year terms.

.

SUMMARY OF SPECIFIC PROVISIONS:

JUSTIFICATION:

To allow Mr. Ritter to continue to serve as a member of this board.

FISCAL IMPLICATIONS:

"Each member of the Board shall be compensated at the rate of $100 for each official meeting thereof attended in pursuance of the duties of said Board, but not more than $1500 in any calendar year."

1501

Intro. Res. No. - 2016 Laid on the Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, AMENDING THE 2016 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% ADDITIONAL STATE AID FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH TO FAMILY SERVICE LEAGUE FOR THE CHILDREN'S CASE MANAGEMENT PROGRAM

WHEREAS, the New York State Office of Mental Health (NYS OMH) has issued additional State Aid in the amount of $28,316 for an adjustment in state aid allocated for Children & Families Case Management; and

WHEREAS, these additional funds are to be utilized in support of Children's Case Management services for Non-Medicaid clients effective 4/1/16; and

WHEREAS, the NYS OMH supports the distribution of these funds to Family Service League for their existing Children's Case Management Programs; and

WHEREAS, this additional 100% State Aid is not currently included in the 2016 Operating Budget; now, therefore be it

1st **RESOLVED**, that the County Comptroller and the County Treasurer be and hereby are authorized to accept and appropriate $28,316 in additional State Aid as follows:

REVENUES:

001-3493 Community Support Services $28,316

ORGANIZATIONS:

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

XORG	OBJECT NAME	2016 Adopted Budget	Increase/ Decrease	2016 Modified Budget
GPJ1	FSL SCM Children	$275,688	$28,316	$304,004

and be it further

2nd **RESOLVED**, that the County Executive be and hereby is authorized to execute a contract amendment with Family Service League; and be it further

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County
Date of Approval:

HSV# 28-2016

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1501

1. Type of Legislation

Resolution __X___ Local Law _____ Charter Law _____

2. Title of Proposed AMENDING THE 2016 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% ADDITIONAL STATE AID FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH TO FAMILY SERVICE LEAGUE FOR THE CHILDREN'S CASE MANAGEMENT PROGRAM.

3. Purpose or Proposed Legislation
This legislation is needed to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health for the provision Children's Case Management Services.

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% additional State Aid from the New York State Office of Mental Health

9. Timing of Impact

Immediate upon approval of the resolution and execution of contract amendment with provider.

10. Typed Name & Title of Preparer	***11. Signature of Preparer***	***12. Date***
Susan B. Hodosky *Principal Financial Analyst*	Susan B Hodosky	5/6/16
Suzanne Martin Pr Budget Examiner	Suzanne Martin	5-18-16

SCIN FORM 175b (10/95)

COUNTY OF SUFFOLK

1501

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: **May 4, 2016**

Subject: Request for Legislative Resolution

The Division is requesting a Legislative Resolution to accept $28,316 in additional 100% OMH state aid for Children's Case Management Services. This funding is to be utilized to support Non-Medicaid clients being serviced in the existing Children's Case Management Programs operated by Family Service League.

I am attaching drafts of the fiscal impact statement, intro resolution and routing form as well as the current OMH state aid letter and support letter from the OMH Long Island Field Office which provide further specifics of the funding.

AMC/HM
Enclosures
Cc: S. Hodosky, S.Reagan, D. Holtsford, 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

NEW YORK STATE OF OPPORTUNITY. | Office of Mental Health

Aid to Localities Financial System

Attachment A
Funding Source Allocation Table
County Code: 52 County Name: Suffolk
Year: 2016

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds
Local Assistance	001A	MHPFA	$146,580	$0	$146,580	$146,580	$0	$146,580	
Community Support Services	014	MHPFA	$3,846,910	$0	$3,846,910	$3,844,308	$0	$3,844,308	

Remarks

Reduction of $28,618 in LFY 2016 (FAV$31,220) due to transfer of funds to 037A for 2/1/16 opening of wellness program.

Addition of $22,636 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Adult Case Management & ACT	034J	MHPFA	$980,964	$0	$980,964	$980,964	$0	$980,964	
C&F Case Management	034K	MHPFA	$500,566	$0	$500,566	$469,112	$0	$469,112	

Remarks

Additional allocation of $47,190 (annualized) ($18,876 ICM and $28,314 SCM) related to State Aid Manager funding increase for Children's Case Management in support of the non-medicaid clients, effective 4/1/16.

CPEP	036	MHPFA	$0	$0	$0	$0	$0	$0	
Peer & Rehab. Sup.	037A	MHPFA	$664,019	$0	$664,019	$724,384	$0	$724,384	

Remarks

Addition of FAV$724,384 due to transfer of funds for the opening of for 2/1/16 wellness program. Program code 2750 (Recovery Center) should be used on all OMH financial reporting documents.

Addition of $664,019 in LFY 2016 (FAV$724,384) due to transfer of funds for 2/1/16 opening of wellness program. Program code 2750 (Recovery Center) should be used on all OMH financial reporting documents.

Addition of $664,019 in LFY 2016 (FAV$724,386) due to transfer of funds for 2/1/16 opening of wellness program. Program code 2750 (Recovery Center) should be used on all OMH financial reporting documents.

PROS State Aid	037P	MHPFA	$1,289,126	$0	$1,289,126	$1,281,376	$0	$1,281,376	

150

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

Remarks

Clarification of 4/1/16 reduction. Reduction of $38,750 in LFY 2016 (FAV$46,500) due to closure of Family Service League Journey House PROS on 3/1/16.

Reduction of $15,500 (FAV $46,500) due to closure of Family Service League Journey House PROS on 3/1/16.

Effective 1/1/2016, PROS Residual State Aid and PROS Vocational Initiative funding recalculated based upon monthly census data reported in CAIRS. CY 16 funding amounts are: Association for Mental Health and Wellness - Pollack Center for Recovery and Wellness State Aid $99,604 , Vocational Funding $94,432; Association for Mental Health and Wellness - Synergy Center for Recovery and Wellness State Aid $47,736, Vocational Funding $45,260; Family Service League, Inc. - Journey House State Aid $23,868, Vocational Funding $22,632; Federation of Organizations - Recovery Concepts at Babylon State Aid $38,100, Vocational Funding $36,120; Federation of Organizations - Recovery Concepts at Patchogue State Aid $61,508, Vocational Funding $58,312; Hands Across Long Island - HALI U State Aid $60,588, Vocational Funding $57,444; Family Service League, Inc. - Stepping Stones State Aid $27,084, Vocational Funding $25,676; Jewish Board of Family & Children Services ¿ Copiague State Aid $71,144, Vocational Funding $67,452; Maryhaven Center of Hope, Inc. - Maryhaven PROS East (Riverhead) State Aid $51,868, Vocational Funding $49,176; Pederson-Krag Center, Inc. - PK PROS East State Aid $86,292, Vocational Funding $81,812; Pederson-Krag Center, Inc. - PK PROS North State Aid $39,936, Vocational Funding $37,860; Skills Unlimited, Inc. - Success PROS State Aid $20,196, Vocational Funding $19,148; Phoenix Houses of Long Island, Inc. - Foundation for Integrated Recovery Services State Aid $34,428, Vocational Funding $32,640; Maryhaven Center of Hope, Inc. - Maryhaven PROS West (Yaphank) State Aid $19,280, Vocational Funding $18,280

Legislative Add: Veteran P2P Pilot Prog	038F	MHPFA	$285,000	$0	$285,000	$0	$0	$0	

Remarks

Last liability date is 10/1/16; no AV needed.

This is a Legislative grant ($285,000) as per the 2015-16 NYS Enacted Budget. This funding will be closed out after June 30, 2017. The funding is to support a pilot program for veterans suffering from PTSD using individual and small group peer-to-peer counseling methods. The program is to be administered by Suffolk County Veterans Service Agency. County should use Program Code 1190 (Special Legislative Grant) for OMH Financial Reporting.

Adult Family Support	039G	MHPFA	$24,260	$0	$24,260	$24,260	$0	$24,260	
Forensics	039J	MHPFA	$84,000	$0	$84,000	$84,000	$0	$84,000	

Remarks

Effective 1/1/2016, additional funding of $84,000 (FAV) to create and/or expand transitional care coordination services focused on the forensic population at $6,000 per supported housing bed. Program code 1760 (Advocacy/Support Services) should be used on all OMH financial reporting documents.

Psych Rehab	039L	MHPFA	$4,797	$0	$4,797	$0	$0	$0	

501

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

Remarks

Reduction of $52,767 in LFY 2016 (FAV$57,564) due to transfer of funds to 037A for 2/1/16 opening of wellness program.

Clinical Infrastructure-Adult	039P	MHPFA	$827,700	$0	$827,700	$827,700	$0	$827,700	

Remarks

Allocation increased by $15,014 (FAV=$30,028) from funding source code 200 (transfer) to support the SPOA program, per LGU request. Effective 01/01/2016.

The allocation funds an Adult Clinical Infrastructure program and is complemented with Federal CMHS Block Grant-Adult funds (FC 041).

Addition of $10,072 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Innovative Psychiatric Rehabilitation	039Q	MHPFA	$220,048	$0	$220,048	$220,048	$0	$220,048	

Remarks

Addition of $2666(FAV=$5332) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

CMHS Block Grant Adult	041	F	$926,874	$0	$926,874	$926,874	$0	$926,874	

Remarks

The allocation includes funding for an Adult Clinical Infrastructure program ($504,301) and Community Support Programs ($422,573). These funds are complemented with Mental Hygiene Program Funds for Adult Clinical Infrastructure (FC 039P), and Commuinty Support Programs (FC 014). Federal CMHS block grant funds are covered under CFDA Number 93.958. Please refer to OMH's Federal Funds Guidelines for important information about Federal certifications, audit reporting, monitoring, and restrictions and prohibitions on expenditures for both counties and subcontract providers.

CMHS Block Grant C&F	044	F	$1,036,517	$0	$1,036,517	$1,036,517	$0	$1,036,517	

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

Remarks

The allocation includes funding for a C&F Clinical Infrastructure program ($116,375), C&F Community Support Programs ($319,291), C&F Emergency Services ($225,000), and C&F MICA prevention programs ($375,851). These funds are complemented with General Funds for the C&F Clinical Infrastructure program (FC 046A), C&F Community Support Programs (FC 046L), and C&F Emergency Services (FC 046G). Federal CMHS block grant funds are covered under CFDA Number 93.958. Please refer to OMH's Federal Funds Guidelines for important information about Federal certifications, audit reporting, monitoring, and restrictions and prohibitions on expenditures for both counties and subcontract providers

Clinical Infrastructure-C&F	046A	MHPFA	$272,992	$0	$272,992	$172,304	$0	$172,304

Remarks

Addition of $656 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

The allocation funds a C&F Clinical Infrastructure program

Emergency Services C&F	046G	MHPFA	$77,680	$0	$77,680	$77,680	$0	$77,680

Remarks

The allocation funds a Home-Based Crisis Intervention program.

Addition of $2,736 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Community Support Programs-C&F	046L	MHPFA	$1,556,340	$0	$1,556,340	$1,556,340	$0	$1,556,340

Remarks

The allocation includes funding for C&F Family Support Services, a Coordinated Children's Services Initiative program, community respite services, MICA prevention programs, and a School Based Mental Health program at the Huntington Intermediate, J. Taylor Finley Middle, and Woodhull Intermediate Schools in Huntington, NY, and the Riverhead Middle and Riverhead Alternative Schools in Riverhead, NY. This allocation is complemented with Federal CMHS Block Grant-C&F funds (FC 044).

Addition of $20,392 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

PATH	048A	F	$256,638	$0	$256,638	$256,639	$0	$256,639

1501

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

Remarks

PATH funding to provide outreach, counseling and case management services to Suffolk County's homeless population. Federal PATH Grant funds are covered under CFDA Number 93.150. Counties and subcontract agencies are referred to OMH's Federal Funds Guidelines for important information about Federal certification, audit reporting, monitoring, and restrictions and prohibitions on expenditures.

2000 bed Capital Plan	072F	MHPFA	$533,035	$0	$533,035	$533,035	$0	$533,035	
Supported Housing	078	MHPFA	$176,852	$0	$176,852	$176,852	$0	$176,852	

Remarks

Addition of $1,920 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

CSP Miscellaneous	122	MHPFA	$636,242	$0	$636,242	$0	$0	$0	

Remarks

Vital Access Provider allocation of $248,000 to support one-time, non-recurring expenses for transition of Copiague clinic.

Allocation of $138,242 to support one-time, non-recurring start-up for transition of one (1) 68 slot ACT team.

Vital Access Provider allocation of $250,000 to support one-time, non-recurring expenses for transition of Central Islip clinic.

Expanded Community Support Adult	142A	MHPFA	$1,541,330	$0	$1,541,330	$1,541,331	$0	$1,541,331	

Remarks

Allocation supports: three mobile residential support teams ($758,740 annualized); a hospital alternative respite program ($532,590 annualized); and a recovery center ($250,000 annualized), effective 7/1/2014. The 3 mobile support teams program codes to be included on OMH's financial reports are: Advocacy/Support Services (1760), Non-Medicaid Care Coordination (2720), and Outreach (0690). The Hospital Alternative Respite program code to be included on OMH's financial reports is Respite Services (0650). The East End Recovery Center program code to be included on OMH's financial reports is Recovery Center (2750). These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

1501

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds
Expanded Community Support C&Y	142B	MHPFA	$557,526	$0	$557,526	$557,527	$0	$557,527	

Remarks

Allocation funds 6 non-Medicaid care coordinators ($526,572 annualized) and 1.5 intensive case managers ($30,954 annualized), effective 7/1/2014. The 6 full time Non-Medicaid Care Coordinators program codes to be included on OMH's financial reports are: Non-Medicaid Care Coordination (2720) and Flexible Recipient Service Dollars (1230). The 1.5 C & F ICM managers program codes to be included on OMH's financial reports are: Intensive Case Management (1810) and ICM Service Dollars (1910). These funds are part of the System Transformation Plan initiative which is intended to reduce the need for and length of costly psychiatric hospitalizations. These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Trans. Mgmt. Kendra's	170B	MHPFA	$203,464	$0	$203,464	$203,464	$0	$203,464	
MGP Admin Kendra's	170C	MHPFA	$52,020	$0	$52,020	$52,020	$0	$52,020	
Article 28&31 Closure Re-Invest. (Adult)	175A	MHPFA	$30,000	$0	$30,000	$30,000	$0	$30,000	

Remarks

The State aid allocation includes $30,000 (annualized) for peer support (to be reported as Advocacy/Support Services-1760), effective January 1, 2015. These funds are pursuant to the approved Article 28 closure reinvestment plan (Long Beach Medical Center/North Shore University Hospital/Partial Hospitalization Program operated by Pederson Krag). These funds must be reported separately on all OMH financial reports and must not be commingled with existing programs and OMH funding sources. The LGU is required to provide the OMH with monthly reports concerning the number of individuals and new individuals served by age group and county, month and year. Allocations may be adjusted based upon actual program performance.

Com. Reinvestment	200	MHPFA	$3,254,642	$0	$3,254,642	$3,201,676	$0	$3,201,676	

Remarks

Reduction of $15,014 (FAV=$30,028) for transfer to FC 039P. These funds have been identified by the LGU as underspent, and will serve to expand the funding of a SPOA program.

Reduction of $30,028 (FAV=$30,028) for transfer to FC 039P. These funds have been identified by the LGU as underspent, and will serve to expand the funding of a SPOA program.

Reduction of $582,634 in LFY 2016 (FAV$635,600) due to transfer of funds to 037A for 2/1/16 opening of wellness program.

Addition of $79,644 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Homeless/MICA	300	MHPFA	$768,947	$0	$768,947	$768,948	$0	$768,948	

1501

NEW YORK STATE OF OPPORTUNITY. | Office of Mental Health

Aid to Localities Financial System

Attachment A
Funding Source Allocation Table
County Code: 52 County Name: Suffolk
Year: 2016

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds
Commissioner's Perf.	400	MHPFA	$475,012	$0	$475,012	$475,012	$0	$475,012	

Remarks

Addition of $3,920 (FAV) for transfer of 1.1.15 and 4.1.15 compensation enhancements to permanent funding codes, in accordance with LGU direction. Detail of the increases has been previously provided to OMH Field Offices and LGUs.

Health Home	570	MHPFA	$3,712,120	$0	$3,712,120	$3,712,120	$0	$3,712,120	
Funding Reduction/COLA	965	MHPFA	$0	$0	$0	$0	$0	$0	

Remarks

Effective 1/1/16, transfers from FSC 965 to permanent funding codes for 1.1.15 and 4.1.15 Direct Care/Direct Support Staff salary enhancements and 4.1.15 Clinical Staff salary enhancements.

Grand Total:			**$24,942,201**	**$0**	**$24,942,201**	**$23,881,071**	**$0**	**$23,881,071**	

NEW YORK STATE OF OPPORTUNITY. | Long Island Field Office

1501

ANDREW M. CUOMO
Governor

ANN MARIE T. SULLIVAN, M.D.
Commissioner

MARTHA A. CARLIN, PsyD
Director

April 28, 2016

Ms. Ann Marie Csorny, LCSW-R, Acting Director
Suffolk County Department of Health Services
Division of Community Mental Hygiene Services
North County Complex - 725 Veterans Memorial Highway
Building C-928
Hauppauge, New York 11788

Re: 2016 Children & Families Case Management Funding Adjustment

Dear Ms. Csorny:

The New York State Office of Mental Health (OMH) has adjusted its Children and Families (C&F) Case Management fiscal model to reflect a reduction in the percentage of individuals who are estimated to be Non-Medicaid eligible effective April 1, 2016. As a result of this adjustment, Suffolk County's 2016 C&F Case Management State aid allocation (OMH funding code 034K) has been increased by $47,190 ($62,925 annualized). The C&F Case Management State aid allocation represents a 100 percent State participation rate. The OMH supports the distribution of these funds to the following agencies within Suffolk County.

Provider	Current Allocation	Change	Revised Amount	2017 Annualized
Family Service League	$215,100	$28,316	$243,416	$252,855
Suffolk County DHS	43,008	18,874	61,882	68,178
Total:	$258,108	$47,190	$305,928	$321,033

Please feel free to contact Shalendra Ramadhin at (631) 761-3334 or myself should you have any questions or concerns.

Sincerely,

Martha Carlin, PsyD

Martha Carlin, PsyD.
Director - OMH Long Island Field Office

cc: Michael Katz
Helen Messemer
Shalendra Ramadhin
Barbara Russo

1501

2016 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Amending the 2016 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health to Family Service League for the Children's Case Management Program.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% additional State Aid from the New York State Office of Mental Health to Family Service League for Children's Case Management Services.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: These additional funds are to be used to further support children with severe emotional disturbance and their families in the community with the goal of reducing inpatient psychiatric hospitalizations.

FISCAL IMPLICATIONS: To accept and appropriate $28,316 in additional State Aid to the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

1501

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

May 6, 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 100% additional State Aid from the New York State Office of Mental Health to Family Service League for the Children's Case Management Program. These additional funds are to be used to further support children with severe emotional disturbance and their families in the community with the goal of reducing inpatient psychiatric hospitalizations.

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 FSL Children's CM.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, MPA, 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

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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

1501

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

1502

Intro. Res. No. ____-2016 Laid on Table 6/1/16

Introduced by Presiding Officer, on request of the County Executive and Legislator Martinez

RESOLUTION NO. -2016, TO APPOINT MEMBER OF SUFFOLK COUNTY YOUTH BOARD COORDINATING COUNCIL REPRESENTING LEGISLATIVE DISTRICT No. 9 (MARVIN SMITH)

WHEREAS, Section A3-5(E)(1) of the SUFFOLK COUNTY ADMINISTRATIVE CODE provides for the appointment of members of the Suffolk County Youth Board Coordinating Council, including eighteen members representing each of the County's Legislative Districts; and

WHEREAS, Resolution No. 606-2014 appointed Stephany Contreras, as a member of the Suffolk County Youth Board Coordinating Council for a term of three years set to expire on August 8, 2017; and

WHEREAS, Stephany Contreras vacated her position from the Suffolk County Youth Board Coordinating Council on April, 2015; and

WHEREAS, Legislator Martinez has recommended that Marvin Smith, to fill this vacancy for the remainder of the unexpired term; now, therefore be it

1st **RESOLVED**, that, Marvin Smith currently residing in Central Islip, NY is hereby appointed as a member of the Suffolk County Youth Board Coordinating Council to represent the 9th Legislative District on the Suffolk County Youth Board Coordinating Council for the remainder of the unexpired term of Stephany Contreras set to expire on August 8,2017; 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/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:

_____

Steven Bellone
County Executive of Suffolk County

Date:

1502

MONICA R. MARTINEZ
Legislator, 9th District

55 Second Avenue, Suite 7

Brentwood, NY 11717
P: (631) 853-3700
F: (631) 853-3568
e-mail: Monica.Martinez@suffolkcountyny.gov

COMMITTEES
Human Services, Chair
Education & Information Technology, Vice-Chair
Budget & Finance, Vice-Chair
Health
Public Safety

April 8, 2016

Jason Richberg
Suffolk County Legislature
W.H. Rogers Legislature Building
725 Veterans Memorial Highway
Smithtown, NY 11787

Re: Youth Advisory Commission

Dear Mr. Richberg,

Please accept this letter as my official nomination for Mr. Marvin Smith to serve as committee member to the Youth Advisory Commission for the Ninth District. A Resolution in support of this herein nomination will be Laid on the Table at the May general legislative meeting.

Mr. Smith is well known in our legislative district for youth related work. Marvin uses his understanding of grass roots civic engagement work in combination with his knowledge of government to empower youth so that they have the necessary tools to reach their full potential. He will be a delightful addition to the Youth Advisory Commission. Mr. Smith currently resides at: 217 Feller Drive, Central Islip, NY 11722. He may be reached via telephone at (631) 870-9963 or E-mail umsindisi93@optonline.net.

Should you have any questions concerning the same, please do not hesitate to contact my office.

Sincerely,

Monica R. Martinez
Suffolk County Legislator
9th Legislative District

Cc: Honorable DuWayne Gregory, Presiding Officer
Roderick Pearson, Executive Director for Suffolk County Youth Bureau

1502

Marvin Smith
BIOSKETCH

Marvin Smith serves as Community Liaison in the Office of New York State Assemblyman, Philip Ramos. More recently he served as the Community Organizer for New York State Senator Brian X. Foley.

Very early in his business career, Mr. Smith joined Dale Carnegie & Associates, Inc. as an area representative for Suffolk County. He was certified as a Dale Carnegie Course Instructor in 1980. Mr. Smith held numerous positions with the organization and in 1983 he became Manager of the Dale Carnegie Institute of Nassau County.

Mr. Smith was formerly a business school director in Flatbush, Brooklyn, New York. He assisted in writing the grant and served as the Program Administrator for the Entrepreneurial Assistance Program at Suffolk County Community College. He also served on the Speakers Bureau of Suffolk County Community College and as a Trainer with the Technicenter.

Mr. Smith received numerous awards from national and local youth organizations such as Future Business Leaders of America and Junior Achievement. He has been honored by the African American Museum of Nassau County and received Citations from the Village of Hempstead and the Nassau County Legislature. On June 12, 1991, on the south lawn of the White House, he was one of the Volunteers in Service to America honored by President George H. W. Bush. Mr. Smith received a Community Excellence Award from St. Mark Remnant Ministries; Proclamations from Assemblyman Philip Ramos and the New York State Assembly and Steven Bellone, County Executive, Suffolk County, NY; a Public Service Award from the Suffolk County Dr. Martin Luther King, Jr. Commission; a Certificate of Recognition from New York State Governor, Andrew Cuomo and recently honored as Citizen of the Year by the Chi Rho Chapter of Omega Psi Phi Fraternity, Inc.

Mr. Smith is an Executive Committee Member, Islip Town Branch NAACP. He was recently lauded for his outstanding voter registration efforts in Islip Town by the NAACP New York State Conference. He is an active member of St. Mark Remnant Ministries, Inc; a founding member and former First Vice President of the Alumni Federation of New York Institute of Technology; former board member of the Long Island Coalition for Fair Broadcasting and a former member of 100 Black Men of Long Island.

Mr. Smith was born in Warrenton, Georgia, and is a graduate of Risley High School in Brunswick, Georgia. He attended New York Institute of Technology where he received his Bachelor of Science Degree in Behavioral Science. He resides in Central Islip, New York.

1502

Intro. Res. No. 1614-2014 Laid on Table 6/17/2014
Introduced by Presiding Officer, on request of the County Executive and Legislator Martinez

RESOLUTION NO. 606 -2014, TO APPOINT MEMBER OF SUFFOLK COUNTY YOUTH BOARD COORDINATING COUNCIL REPRESENTING LEGISLATIVE DISTRICT NO. 9 (STEPHANY CONTRERAS)

WHEREAS, Section A3-5(E)(1) of the SUFFOLK COUNTY ADMINISTRATIVE CODE provides for the appointment of members of the Suffolk County Youth Board Coordinating Council, including eighteen members representing each of the County's Legislative Districts; and

WHEREAS, Legislator Martinez has recommended that Stephany Contreras, currently residing in Brentwood, NY, to be appointed to represent the 9th Legislative District on the Suffolk County Youth Board Coordinating Council; now, therefore be it

1st **RESOLVED**, that, Stephany Contreras currently residing in Brentwood, NY is hereby appointed as a member of the Suffolk County Youth Board Coordinating Council to represent the 9th Legislative District on the Suffolk County Youth Board Coordinating Council for a term of three years commencing on the effective date of this resolution in accordance with Section A3-5(E)(3); 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/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: July 29, 2014

APPROVED BY:

County Executive of Suffolk County

Date: 8/8/2014

1502

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

1502

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 APPOINT MEMBER OF SUFFOLK COUNTY YOUTH BOARD COORDINATING COUNCIL REPRESENTING LEGISLATIVE DISTRICT NO.9 (MARVIN SMITH)

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	5-17-16

SIN FORM 175b (10/95)

1503

Intro. Res. No. -2016 Laid on Table 6/1/16
Introduced by Legislator Cilmi

RESOLUTION NO. -2016, ADOPTING LOCAL LAW NO. -2016, A CHARTER LAW TO IMPROVE THE COUNTY'S BUDGET APPROVAL AND AMENDMENT PROCESS TO INCREASE TRANSPARENCY AND ACCOUNTABILITY ("TAXPAYER AWARENESS ACT")

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2016 a proposed local law entitled, "**A CHARTER LAW TO IMPROVE THE COUNTY'S BUDGET APPROVAL AND AMENDMENT PROCESS TO INCREASE TRANSPARENCY AND ACCOUNTABILITY ("TAXPAYER AWARENESS ACT")**"; now, therefore be it

RESOLVED, that said local law be enacted in form as follows:

LOCAL LAW NO. -2016, SUFFOLK COUNTY, NEW YORK

A CHARTER LAW TO IMPROVE THE COUNTY'S BUDGET APPROVAL AND AMENDMENT PROCESS TO INCREASE TRANSPARENCY AND ACCOUNTABILITY ("TAXPAYER AWARENESS ACT")

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the SUFFOLK COUNTY CHARTER ("CHARTER") establishes a timeline and mechanisms for the adoption of the County's operating budget.

This Legislature also finds and determines that the CHARTER currently requires that the County Legislature adopt an operating budget by November 10th of each year, with votes on the operating budget and amending resolutions traditionally occurring the day after Election Day.

This Legislature further finds and determines that the County Legislature should adopt an operating budget prior to Election Day so that County residents are aware of their legislator's positions on spending and taxing issues prior to voting.

This Legislature finds that the CHARTER also allows the County Legislature to amend the operating budget in an omnibus fashion, bundling hundreds of line item changes into a single resolution.

This Legislature determines that omnibus budget resolutions are generally developed by a group of legislators meeting in private sessions that are not open to the public.

This Legislature also finds that omnibus budget resolutions should not be crafted behind closed doors, but rather in meetings that are open to the full legislature and the public.

This Legislature further finds that all operating budget amendment resolutions are supposed to be "laid on the table" and distributed to legislators at least two days prior to the scheduled vote on said amendments. The CHARTER allows the Presiding Officer to waive the two-day notice requirement at the request of the Director of the Budget Review Office.

This Legislature also determines that budget amending resolutions may also be amended by the Legislature at any time prior to a final vote on the resolutions.

This Legislature concludes that, while it is desirable for the County Legislature to maintain flexibility in the budget-making process, the absence of any real deadline for filing budget amendment resolutions and the Legislature's unlimited authority to amend such resolutions "on the floor" can lead to unnecessary confusion, controversy and simple human error.

This Legislature finds that the County's budget process would benefit from stronger deadlines and greater transparency.

Therefore, the purpose of this law is to amend Section C4-10 of the SUFFOLK COUNTY CHARTER to change the timelines and mechanisms by which the County's operating budget is approved to enhance transparency, encourage public input and strengthen legislative oversight.

Section 2. Amendment.

Section C4-10 of the SUFFOLK COUNTY CHARTER is hereby amended to read as follows:

ARTICLE IV, County Budget and Capital Program

****

§ C4-10. Action by the County Legislature on proposed budget.

A. No later than the day before Election Day of each year, **[**Not less than 10 days after public hearings required by § C4-9 and not later than the 10th day of November or the 52nd day after the County Executive has actually submitted the proposed budget required by § 4-6 to the County Legislature, whichever is later,**]** the County Legislature shall adopt the proposed County budget consisting of an expense budget by voting to approve a separate mandated portion and a separate nonmandated portion, with or without amendment. If the County Legislature does not adopt a County budget on or before the day before Election Day of each year **[**the 10th day of November or the 52nd day after the County Executive has actually submitted the proposed budget required by § C4-6 to the County Legislature, whichever is later,**]** the proposed County budget shall be deemed adopted as submitted. The Suffolk County Legislature's Budget Review Office shall prepare budgetary and financial forecasts of cost to continue expenditures and revenues for major omnibus-type budget amending resolutions for the following year.

B. The County Legislature may amend the proposed County budget by submitting a budget amendment resolution which will add or increase an item of appropriation or strike or reduce an item of appropriation except for appropriations for debt service and any other appropriations required by law.

****

(2) The Presiding Officer of the County Legislature shall establish a cutoff date each year for the filing of budget amendment resolutions by members of the County Legislature which date shall be a reasonable number of days immediately preceding the date scheduled for the actual vote on such budget amendment resolutions, provisions of § C2-12A of the Suffolk County Charter to the contrary notwithstanding. The Presiding Officer of the County Legislature shall also establish a cutoff date for the distribution of budget amendment resolutions [by] to members of the County Legislature which date shall be at least [two] five days immediately preceding the date scheduled for the actual vote on such budget amendment resolutions, provisions of § C2-12A of the Suffolk County Charter to the contrary notwithstanding.[, unless such deadline is waived by the Presiding Officer at the request of the Director of the Legislative Office of Budget Review pursuant to a written determination by the Director of the Legislative Office of Budget Review that such deadline cannot be met by his or her office.] This five-day notice requirement may be waived on the written request of the Director of the Legislative Office of Budget Review by a written petition signed by at least a majority of the entire membership of the County Legislature, which shall be filed with the Clerk of the County Legislature.

(3) [In no event shall the County Legislature act upon such budget amendment resolutions unless and until such resolutions shall have been placed upon the desks or tables of the members of the County Legislature at least five days prior to such legislative action, provisions of § C2-12A of the Suffolk County Charter to the contrary notwithstanding.] Any [such] budget amendment resolution may be amended, prior to initial legislative action on the entire such budget amendment resolution, by a procedural vote to so amend approved by at least a majority of the entire membership of the County Legislature. [This five-day notice requirement may be waived by the Presiding Officer at the request of the Director of the Legislative Office of Budget Review pursuant to a written determination by the Director of the Legislative Office of Budget Review that such deadline cannot be met by his or her office.]

The County Legislature shall list in one document all of the amendments it has made in the proposed county budget and shall include such provisions in such budget amendment resolutions as shall be necessary to implement the objectives contained therein.

(4) Meetings of any committee or working group charged with the responsibility of an omnibus budget amending resolution shall be held during regular business hours and be open to the public. Each meeting of such a committee or group shall begin with a one hour public portion.

****

Section 3. Applicability.

This law shall apply to all operating budgets adopted on or after the effective date of this law.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. SEQRA Determination.

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

Section 6. Effective Date.

This law shall not take effect until at least sixty (60) days after its adoption, nor until approved by the affirmative vote of a majority of the qualified electors of the County of Suffolk voting on a proposition for its approval if within sixty (60) days after its adoption there is filed with the Clerk of the County Legislature a petition protesting against this law in conformity with the provisions of Section 34(4) of the NEW YORK MUNICIPAL HOME RULE LAW and upon filing in the Office of the Secretary of State.

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

s:\laws\cl-refile-consolidated-taxpayer-awareness-act

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

GEORGE NOLAN
COUNSEL TO THE LEGISLATURE
email: george.nolan@suffolkcountyny.gov

1503

WILLIAM H. ROGERS BUILDING
P.O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5494 (PHONE)
(631) 853-4415 (FAX)

DATE: MAY 20, 2016

TO: CLERK OF THE COUNTY LEGISLATURE

RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2016

TITLE: I.R. NO. -2016; A CHARTER LAW TO IMPROVE THE COUNTY'S BUDGET APPROVAL AND AMENDMENT PROCESS TO INCREASE TRANSPARENCY AND ACCOUNTABILITY ("TAXPAYER AWARENESS ACT")

SPONSOR: LEGISLATOR CILMI

DATE OF RECEIPT BY COUNSEL: 5/20/2016 **PUBLIC HEARING:** 6/21/2016

DATE ADOPTED/NOT ADOPTED: _____ **CERTIFIED COPY RECEIVED:** _____

This proposed law would amend the SUFFOLK COUNTY CHARTER to make the following changes in the process by which the County Legislature amends and adopts an operating budget each year:

1. The County Legislature would have to adopt an operating budget no later than the day before Election Day each year.

2. Budget amendment resolutions would have to be filed and distributed to legislators at least five days prior to the scheduled vote on said amendments. Currently, budget amendment resolutions must be distributed two days prior to any vote.

3. The Presiding Officer's authority to waive the deadline for filing budget amendment resolutions would be eliminated and replaced by a provision that would allow the deadline to be waived via a petition signed by a minimum of ten legislators.

4. All meetings of any legislative committee or working group charged with the responsibility of preparing an omnibus budget amending resolution would be required to be held during regular business hours and be open to the public. Any such meeting would begin with a one hour public portion.

This law is made subject to a permissive referendum.

GEORGE NOLAN
Counsel to the Legislature

GN:js

1504

Intro. Res. No. -2016

Laid on Table 6/1/16

Introduced by Legislator Spencer

RESOLUTION NO. -2016, TO STRENGTHEN THE TEEN PREGNANCY ADVISORY BOARD

WHEREAS, Resolution No. 821-2011 established a Teen Pregnancy Advisory Board to provide ongoing support and assistance to Suffolk County's continuing effort to decrease the rate of teen pregnancy; and

WHEREAS, the Advisory Board's composition needs to be updated; and

WHEREAS, these proposed changes will allow the Advisory Board to carry out its mission more effectively; now, therefore be it

1st **RESOLVED**, that § 1145-3 of the SUFFOLK COUNTY CODE is hereby amended as follows:

§ 1145-3. Membership.

The Suffolk County Teen Pregnancy Advisory Board shall consist of the following 12 members:

*****

H. [The Commissioner of the Department of Labor, Licensing and Consumer Affairs, or his or her designee] A medical professional, to be appointed by the County Legislature;

*****

and be it further

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1505

Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Legislator Hahn

RESOLUTION NO. -2016, REAPPOINTING MEMBER OF THE COUNCIL ON ENVIRONMENTAL QUALITY (EVA GROWNEY)

WHEREAS, appointments to the Council on Environmental Quality (CEQ) are now within the exclusive purview of the County Legislature under Section 1-3 of the SUFFOLK COUNTY CHARTER; and

WHEREAS, the term of office of Eva Growney expires on June 27, 2016; now, therefore be it

1st **RESOLVED**, that Eva Growney, currently residing in East Hampton, New York, is hereby reappointed as a member of the Suffolk County Council on Environmental Quality, pursuant to Section 1-3(A) of the SUFFOLK COUNTY CHARTER, for a term of office to expire June 27, 2021.

DATED:

EFFECTIVE PURSUANT TO SECTION C2-15(A) OF THE SUFFOLK COUNTY CHARTER

EVA GROWNEY, ARCHITECT 1505 EMAIL:
PO BOX , EAST HAMPTON, NY 11937 CELL:

For over 30 years I have worked as an architect and a design consultant for internationally renowned architectural firms with work in NYC, the Eastern End of Long Island, NJ, the Caribbean, Missouri, California and Ireland

EMPLOYMENT:

5/1983-Present: Eva Growney, Architect & Associates: Residential and Commercial Architecture, Interiors Landscape Design, and Construction Management on Long Island and in the Caribbean, Lecturer, Writer, Teacher, Critic; NYNJ Port Authority - Platform Stainless Steel Kiosks Kennedy Air Port Trains

9/1984-6/1986: Broadleaf Enterprises: Architect/Investor/Builder/Real Estate Sales in the Hamptons

1/1983-4/1983: Real Estate Sales: Co-op and Condo Exchange, NY

1/1982-11/1982: Construction Administrator: Renovation of Carnegie Hall Phase I: Site inspections, Shop Drawing coordination for James Stewart Polsheck, Architect & Partners, NY

10/1080-12/1981: Architectural Department Head: Levien & Rich, PC a Construction Management and Development Company, NY – for Co-op warehouse conversions & new high rise construction

6/1979-9/1980: Assistant Designer to Bay Street Landing, Staten Island, NY: A 13 acre waterfront marine development consisting of warehouses, penthouses, lofts and brownstones renovations for Andrew Pettit, Architect

7/1976-6/1979: Freelance: Architectural Design Consulting, drafting and construction supervision with Architectural Firms i.e. Robert McKinney Barnes, William Chaleff, Eugene Futterman, HOK in NYC

EDUCATION:

9/1973-6/1976: RISD, Providence, RI - B of Art & B of Architecture, European Honors Study, Rome Italy

9/1970-6/1972: Fashion Institute of Technology, NY – Interior Design Associate in Applied Science – Portfolio Design Award

LICENSED BY: Current Registered Architect - New York

HONORS:

AIA National Grant Recipient for the AIA Peconic Chapter as Director of 'The Duck Project' on the sustainability of a 500 acre Suffolk County Parkland

Board Member:

- Suffolk County Council on Environmental Quality
- LTV-EH – Not for Profit Public Access Local Television in Wainscott, NY

GUEST SPEAKER: National Public Radio – 'Art in Public Places;' Tour of Philip Johnson's NY City work; Metaphysic of Sacred Geometry; Thomas Jefferson's Design Influence at Clark Plantation, Virginia; Feng Shui; 'The Duck Project' Long Island, NY

EXHIBITIONS: AIA Long Island East End Section – Women Architects Who Practice on Long Island; Roger's Memorial Library Show at Chuck Scarborough's Swan Lawn; Architectural and Photographic Works 'In Honor of Beginnings' EH; Kramoris Gallery Architectural Exhibit; RISD 25th Anniversery European Honors.

CURATOR: **Art In Public Places – East Hampton's first public art exhibition on Town Hall Property 13 Monumental Sculptures and 27 Paintings**

RADIO

WGBB: *Design and Home Improvement* – Guest Speaker, May 1992

WNPR: *Art In Public Places* – interviewed by Faith Middelton, June 1987

1505

EVA GROWNEY, ARCHITECT EMAIL:
___, EAST HAMPTON, NY 11937 CELL:

TELEVISION – LTV STUDIOS, WAINSCOTT, NY

Interviewed by Bill Fleming, Esq. Re: East Hampton Comprehensive Plan, Fall 2004
Produced and Hosted the Series "Environs" – six one hours shows, Fall 2004
Interviewed by Lindsey Kane on "Feng Shui," July 1995
Interviewed by Frazier Dougherty, Founder of LTV on "Art In Public Places," Summer 1987
Host "The Duck Project" with Guests Bill....., ..., ...,
Numerous guest appearances on the "HELLO HELLO" Show hosted by Haim Mizarahi

PUBLISHED : NY Times-LI, Newsday-LI Sunday, NY Daily News-LI, Economic Times of LI, East Hampton Star, Dan's Papers, The Independent-EH, The Landpaper, Sag Harbor Express, Suffolk Life, Shift

BROADCAST MEDIA - COLUMNIST:

"The Collaborative Realization of Two Masterful Modernists," September 1, 2005
"An Amalgam of Architectural Principles Becomes A Seminal Showpiece," August 31, 2005
"Zen Opulence Rescued From Decay," August 24, 2005
"Revived At Deep Six – Restoration Of An Architectural Gem," August 10, 2005
"Shedding Light On Architecturally Lighting A Property," July 13, 2005
"What Role Does Orientation Play in Design," July 20, 2005
"A Fence's Style Reflects Intent," June 29, 2005
"The Porch – An Iconic American Architectural Feature," June 22, 2005
"A Gate's Ritual Implication," June 15, 2005
"A Tree's Architectural Roots," June 1, 2005
"The Framing of Architectural Settings," May 25, 2005
"A Tribute to Norman Jaffee," September 8, 1993

PRINT MEDIA:

Books: The Outdoor Living Room by Martha Baker, 2002 contains the project 'Rosner Renovation/Addition featuring the Pool House and Pool on pages 45, 108, 160-163

Newspapers and Magazines:

Builder and Remoldeler, NY
Economic Times of Long Island, NY
Dan's Papers, Bridgehampton, NY
Guild Hall Museum Periodical, East Hampton, NY
Hampton's Life-Arts Newsletter, Sag Harbor, NY
New York Daily News, Long Island Section
Suffolk Life , NY
The East Hampton Star, East Hampton, NY
The Independent, East Hampton, NY
The Landpaper, Southampton, NY
The New York Times, Sunday's Region Long Island, NY
The Southampton Press, Eastern Edition Long Island, NY

LECTURES/EVENTS:

Pratt Institute of Design, Brooklyn, NY – Guest Critic, Spring 2005
Pratt Institute of Design, Brooklyn, NY – Guest Critic, Spring 1996
The Architecture Design Forum, Bridgehampton, NY on "Building Green with Long Island Shines," Spring 1998

1505

EVA GROWNEY, ARCHITECT EMAIL:
EAST HAMPTON, NY 11937 CELL:

"Philip Johnson Edifices of NYC 20th c. Landmarks" open air bus tour, Summer 1996
"Thomas Jefferson Georgian Re-Design to the Clark Plantation" (of Lewis and Clark), Orange, Virginia April 1993

ARCHITECTURAL EXHIBITIONS:

- American Institute of Architects Peconic Chapter: Montauk Observatory, September 2005
- Chuck Scarborough's Residence, Southampton, NY – 8000 square foot waterfront garden featuring a Antique Fisk Egret Fountain, domed pavilion with AV environmental commentary display, Roger's Memorial Library Fundraiser, Summer 1994
- American Institute of Architects, Long Island East End Chapter, July 1993
- American Institute of Architects, Long Island East End Chapter, "Women Architects Who Practice on Long Island," February 1991
- Beaux Arch: East Hampton Airport Competition, June 1989
- Beaux Arch: Rockland Beach House, Amagansett; Rose Hill Residence, Watermill, July 1989
- Eva Growney Solo Architectural Exhibit, Kramoris Gallery, Sag Harbor, June 1987
- Curator of Art Exhibits at the French Culinary Institute, NYC, Summer 1987
- Alumni Juried Exhibition, Rhode Island School of Design 25th Anniversary European Honors Program, Recent Works, Providence, RI, October 1986
- Beaux Arch: Ballucio Residence, East Hampton; Cohn Residence, Shelter Island, July 1986
- Curator of Seven Art Exhibits at Fresno Place Restaurant, East Hampton, Summer 1986
- In Honor of Beginnings – One Woman's Architectural and Photographic Essay, Summer 1985
- First Place Portfolio and Poster Award - Fashion Institute of Technology, NYC, Spring 1972

1506

Intro. Res. No. -2016

Laid on Table 6/1/16

Introduced by Legislator Hahn

RESOLUTION NO. -2016, REAPPOINTING MEMBER OF THE COUNCIL ON ENVIRONMENTAL QUALITY TO REPRESENT HISTORIC PRESERVATION INTERESTS (MARY ANN SPENCER)

WHEREAS, appointments to the Council on Environmental Quality (CEQ) are within the exclusive purview of the County Legislature under Section 1-3(A) of the Suffolk County Charter; and

WHEREAS, Mary Ann Spencer's appointment to CEQ expires on June 13, 2016; now, therefore, be it

1st **RESOLVED**, that Mary Ann Spencer, currently residing in East Setauket, New York, is hereby reappointed as a member of the Suffolk County Council on Environmental Quality, pursuant to Section 1-3(A) of the Suffolk County Charter, to represent historic preservation interests, for a term of office to expire June 13, 2021.

DATED:

EFFECTIVE PURSUANT TO SECTIONS C2-15(A) OF THE SUFFOLK COUNTY CHARTER

1506

Mary Ann Spencer

: East Setauket, New York 11733

(631) [illegible]

Historic Preservation Resume

PUBLICATIONS

Long Island Landmark Commission Survey for S.P.L.I.A., 2007
The Barns of the North Fork, Quantuck Lane Press, 2005
The Barns of Southold Town Reconnaissance Level Survey, 2003
Long Island Landmark Commission Survey for S.P.L.I.A., 1992
Photographer, AIA Architecture Guide, 1991
Town of Brookhaven Historic District Advisory Committee Guidelines Handbook, 1990

EXHIBITIONS

Barns of the North Fork
Port Jefferson Village Center 2016
Oysterponds Historical Society, Sachem Public Library, Ward Melville Heritage Organization, Smithtown Public Library, 2007-2008
Suffolk County Historical Society, Riverhead, NY, 2006
Whittier Museum, New York State Fair, Syracuse, NY, August-September 2006
Society for the Preservation of Long Island Antiquities Gallery, Cold Spring Harbor, NY, 2005–2006

GRANTS

NYSCA Independent Project Award, Architecture Planning & Design 2005
Book: The Barns of the North Fork, Quantuck Lane Press 2005
Exhibit: *Barns of the North Fork*
Homeland Foundation Grant administered by The Old House Society, Cutchogue, NY 2001
Survey Report: *The Barns of Southold Town Reconnaissance Level Survey*, 2003

TALKS

***The Barns of the North Fork*:** Multiple societies & organizations, 2005–2016
New York State Barn Coalition
Speaker, organizer: 6th Annual Barn Coalition Conference, October 2003
New York State Office of Parks, Recreation and Historic Preservation
Speaker: Historic District Commission Seminar, "Design Review", July 1989
Preservation League of New York State
Speaker: Local Landmark Commission Workshop, April 1989

BOARDS

Suffolk County Council On Environmental Quality May 2006 - present
Suffolk County Historic Trust Committee 1999 - present
Chair: January 2007 - present
Friends of Caleb Smith Preserve Treasurer 2000 2010,
Vice President 2011-2013
President 2013 - present
Society for the Preservation of Long Island Antiquities
Board of Trustees: 1992 - 2003; 2007 - present
Vice-president: 2002 - 2003; 2008 - present
Secretary: 2000 - 2002
Town of Brookhaven Historic District Advisory Committee
Chair: 1982 - 1989 Secretary: 1977 - 1982

Intro. Res. No. 1507-16 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. _____- 2016, AUTHORIZING 2016 EMERGING FILM FESTIVAL FUNDING

WHEREAS, the Adopted 2016 Operating Budget provides $20,000 from Fund 192-6415-4770 for support of cultural programs and activities relevant to the continuation and enhancement of the tourism industry; and

WHEREAS, the Suffolk County Motion Picture/Television Film Commission has met and recommends the 2016 funding be awarded as detailed on Exhibit "A"; and

WHEREAS, the Film Re-Grant Program will be administered by the New Community Cinema, Inc., dba Cinema Arts Centre; now, therefore be it

1st RESOLVED, that the Suffolk County Legislature hereby approves the allocation of funding in the amount of $20,000 for the organizations as set forth in Exhibit "A" attached, and that such funding to be paid at the commencement of the pertinent contract; and be it further

2nd RESOLVED, that this Legislature, 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)(27) as this legislative decision involves the routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. As such, this Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1507

EXHIBIT A

EMERGING FILM FESTIVAL DIRECT AWARDS

Hamptons Take 2 Documentary Film Festival $7,000

EMERGING FILM FESTIVAL REGRANTS

Applicant	Request	Recommended Awards	Regrant Administration 20%/Cinema Arts Centre	
Bay Street Theatre	$4,745	$1,000	200.00	
Westhampton Beach Performing Arts Center, Inc.	$5,000	$3,500	700.00	
Greater Port Jefferson Art Council	$5,000	$3,835	765.00	
Sag Harbor Whaling Museum	$2,500	$2,500	500.00	
Total				13,000

TOTAL: $20,000

1507

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 2016 CULTURAL TOURISM FUNDING

3. Purpose of Proposed Legislation

Accept the recommendations of the Citizens Advisory Board for the Arts for Cultural funding.

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 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

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

8. Proposed Source of Funding

Funded through Fund 192-6414 – Hotel/Motel Tax

9. Timing of Impact

Immediate

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Diana Cherryholmes Director, Cultural Affairs and Film		5/19/16 ~~3/24/16~~

SCIN FORM 175b (10/95)

2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1507

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

1507

2016 INTERGOVERNMENT RELATIONS
MEMORANDUM OF SUPPORT
DEPARTMENT OF ECONOMIC DEVELOPMENT & PLANNING

TITLE OF BILL:

AUTHORIZING 2016 EMERGING FILM FESTIVAL FUNDING

PURPOSE OR GENERAL IDEA OF BILL:

To award Emerging Film Festival funding as budgeted through the Hotel/Motel Tax.

SUMMARY OF SPECIFIC PROVISIONS:

The Suffolk County Motion Picture/Television Film Commission has met and submits their recommendations for the 2016 Emerging Film Festival funding.

JUSTIFICATION:

As authorized in the 2016 Adopted Budget.

FISCAL IMPLICATIONS:

Funded through the Hotel/Motel Tax Fund 192-6415-4770

COUNTY OF SUFFOLK

1507

OFFICE OF THE COUNTY EXECUTIVE

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Joanne Minieri
Deputy County Executive and Commissioner

Department of
Economic Development and Planning

M E M O R A N D U M

DATE : **April 14, 2016**

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

FROM: Joanne Minieri, Deputy County Executive and Commissioner
Department of Economic Development and Planning

RE: **AUTHORIZING 2016 EMERGING FILM FESTIVAL FUNDING**

On behalf of the Suffolk County Motion Picture/Television Film Commission, the Department of Economic Development and Planning requests the submission of the attached resolution requesting Legislative approval of the 2016 Emerging Film Festival funding.

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

Thank you,

Attachments.

cc: Regina Zara, Director, Business Development and Marketing
Diana Cherryholmes, Director, Cultural Arts and Film

H. LEE DENNISON BLDG ■ 100 VETERANS MEMORIAL HWY, 11TH Fl ■ P.O. BOX 6100 ■ HAUPPAUGE, NY 11788-0099 ■ (631) 853-4800

1508

Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of County Executive

RESOLUTION NO. –2016 TO REAPPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (MICHAEL F. KELLY)

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

WHEREAS, the term of Suffolk County Planning Commission member, Michael F. Kelly, representing the Town of Brookhaven, expired on December 31, 2014 (Resolution No. 93-2011); and

WHEREAS, Steven Bellone, the County Executive of Suffolk, has reappointed Michael F. Kelly, currently residing in Stony Brook, New York 11790, as a member of the Suffolk County Planning Commission, now, therefore be it

1st **RESOLVED**, that Michael F. Kelly, currently residing in Stony Brook, New York 11790, is hereby reappointed as a member of the Suffolk County Planning Commission representing the Town of Brookhaven for a term of office expiring on December 31, 2018, pursuant to Section 14-2(A) of the SUFFOLK COUNTY CHARTER.

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1508

MICHAEL KELLY

Stony Brook, New York 11790

Michael Kelly brings over 30 years of real estate industry related experience to the Brookhaven IDA. Most recently Michael has focused on the development of sub-divisions and consulting on various real estate issues. Most recently Michael was the Vice President of a Fortune 500 Building Company specializing in land acquisitions, approvals and land development. Michael has been involved in the development of over 1,500 homes on Long Island. Today Michael is developing "The Riverwalk Condominiums" in Patchogue Village and is in varying stages of development on other sites as well.

Michael is a past President of the Long Island Builders Institute and serves on the Board of Directors of Down Syndrome Advocacy Foundation. He is also a member of the NYS Bar. Michael is a licensed real estate broker and Long Island Board of Realtors member. In continuing his commitment to public service, Michael is a member of the Suffolk County Planning Commission and the Patchogue Business Improvement District.

Together Michael and his wife Kathleen live in Stony Brook with their 4 kids; Thomas (19), John (17), Owen (15) and Catherine (12).

1508

Michael Kelly, Town of Brookhaven

Michael Francis Kelly, Esq. is the Principal of Kelly Development Corp. focusing on the development of small sub-divisions and consulting on various real estate issues for such organizations as The Long Island Housing Partnership, Avalon Bay Communities and the Clare Rose Organization. Mike is also a partner with Sean Rose in Rose and Kelly Development, LLC. Their focus is on redeveloping blighted sites throughout Long Island. Prior to forming his own businesses, Mike was the Vice President of Land Acquisitions for Pulte Homes of Long Island (2003 - 2008). He also worked for the Prudential Home Mortgage Company, Chase Manhattan Bank and the Law Firm of Meyer, Meyer and Keneally in Smithtown. Mike has over 20 years of diversified real estate industry experience and gained valuable experience working for these companies as well as TiBi Development.

Mike is the Treasurer for LIBI and serves on the Board of Directors of the Down Syndrome Advocacy Foundation. He is also a member of the NY State Bar and its Committee on Land Use and Real Estate Legislation, as well as being a licensed real estate broker and a LIBOR member. He has been honored as the recipient of the Paul S. Miller "With Liberty and Justice for All" award by Touro Law School in 2006 and The Good Neighbor of the Year from The Central Islip Civic Association in 2008. Mike actively participates in the Friendly Sons of St. Patrick Society and the Brehon Law Society, both organizations deeply rooted in his Irish heritage. Mike is a member of Energia, Long Island's regional leadership program within Molly College. He is a member of the Business Improvement District for the Village of Patchogue.

Mike graduated from Chaminade High School and has a B.S. in Finance from Providence College, an MBA from the University of St. Thomas, Minnesota and a Juris Doctorate from Touro Law School. His wife, Kathleen Feeley, Ph.D., is a world-renowned expert on children with Down Syndrome and Autism and a professor at C.W. Post University. Mike and Kathleen live in Stony Brook and have four children; Thomas, John, Owen – The Big O, and Catherine Mary.

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1508

1. Type of Legislation

Resolution __X__ Local Law ____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016 TO REAPPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (MICHAEL F. KELLY)

3. Purpose of Proposed Legislation 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):
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*
Sarah Lansdale Director of Planning		4/26/16

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1508

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 1NTERGOVERNMENTAL RELATIONS

MEMORANDUM OF SUPPORT 1508

TITLE OF BILL: TO REAPPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (MICHAEL F. KELLY)

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

SUMMARY OF SPECIFIC PROVISIONS: County Executive Steven Bellone has reappointed Michael F. Kelly, currently residing in Stony Brook, NY 11790, as a member of the Suffolk County Planning Commission representing the Town of Brookhaven, which new term will expire on December 31, 2018.

JUSTIFICATION: The term of office for Michael F. Kelly, member of the Suffolk County Planning Commission representing the Town of Brookhaven, expired on December 31, 2014 (Resolution No. 93-2011).

FISCAL IMPLICATIONS: There is no fiscal impact.

COUNTY OF SUFFOLK

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

1508

April 26, 2016

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

Re: Reso-EDP-Reappointing Michael F. Kelly (Planning Commission)

Dear Mr. Schneider:

Enclosed herewith for your approval is original copy of the proposed resolution with documentation pursuant to:

TO REAPPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (MICHAEL F. KELLY)

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

Very truly yours,

Sarah Lansdale
Director of Planning

Enclosures

cc: Joanne Minieri, Deputy County Executive and Commissioner EDP
CE Reso Review (electronic copy)

Gen C-03

Intro. Res. No. 1509 -2016 Laid on Table 6/1/2016
Introduced by Presiding Officer, on request of County Executive

RESOLUTION NO. –2016 TO REAPPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (Kevin Gershowitz)

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

WHEREAS, the term of office for Suffolk County Planning Commission member At Large, Kevin Gershowitz, expired on December 31, 2015 (Resolution No. 393-2012); and

WHEREAS, Steven Bellone, the County Executive of Suffolk has reappointed Kevin Gershowitz, currently residing in Medford, NY 11763, as a member At Large of the Suffolk County Planning Commission, now, therefore be it

1st **RESOLVED**, that Kevin Gershowitz, currently residing in Medford, NY, 11763 is hereby reappointed as a member At Large of the Suffolk County Planning Commission, which term will expire on December 31, 2019, pursuant to Section 14-2(A) of the SUFFOLK COUNTY CHARTER.

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

Kevin G. Gershowitz

Experience

1509

President, Gershow Recycling: 2010 – Present
Oversees day-to-day operations of one of the region's most successful environmental and manufacturing companies. He is responsible for the ferrous metal portion of the business, dealing with the recycling of steel, and also handles legal and regulatory matters. With nine locations in Suffolk, Nassau and Brooklyn, the company has a significant impact on the local economy and generates more than 750 jobs. Under his leadership, the company has continued to expand, despite challenges presented by the economy. In 2007, Gershow opened a new facility in Huntington Station. This was followed by the opening of a new facility in Freeport in 2010, Valley Stream in 2011 and Riverhead in 2013. In 2010, the company reached an agreement with the Long Island Power Authority for the creation of a LIPA substation at its Medford facility, which will allow the company to replace its plant's diesel engines with electric and eliminate greenhouse emissions. Gershow has been the subject of several TV programs, including Spike TV's reality show "Scrappers." The company has also made several appearances on Fox News, Fox Business News, The Science Channel and on National Geographic TV's "Break It Down: New York Scrap Yard."

Principal, Star Island Yacht Club and Marina: Present
Assists in the management of Star Island Yacht Club and Marina, one of the region's largest recreational boating tourist destinations and site of some of the Northeast's largest recreational fishing tournaments.

Principal, Commercial Real Estate Properties: Present
Assists in the management of several family-owned commercial real estate properties.

Manager, Gershow Recycling: 1989 – 2010

Education

B.A., Political Science
Ithaca College, 1989

Energeia
Graduate and Partner

Memberships

Member, Suffolk County Planning Commission
Member, Board of Directors, Long Island Association
Member, Past President, New York Chapter, Institute of Scrap Recycling Industries, Inc. (ISRI)

Awards

Founding Member, Long Island Scrap Metal Industry Theft Advisory Group
Member, Long Island Builders Institute
2008 Man of the Year Patchogue-Medford Youth Community Services

Medford, NY 11763 • Phone: (631)

1509

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law ____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016 TO REAPPOINT MEMBER OF SUFFOLK COUNTY PLANNING COMMISSION (KEVIN GERHSOWITZ)

3. Purpose of Proposed Legislation 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):
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*
Sarah Lansdale Director of Planning		4/26/16

SCIN FORM 175b (10/95)

N788nd

2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1509

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

1509

2016 1NTERGOVERNMENTAL RELATIONS

MEMORANDUM OF SUPPORT

TITLE OF BILL: TO REAPPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (KEVIN GERSHOWITZ)

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

SUMMARY OF SPECIFIC PROVISIONS: Reappointment of Kevin Gershowitz, currently residing in Medford, NY 11763, as a member At Large of the Suffolk County Planning Commission, which term will expire on December 31, 2019.

JUSTIFICATION: The term of office for Kevin Gershowitz, a member At Large of the Suffolk County Planning Commission expired on December 31, 2015 (Resolution No. 393-2012).

FISCAL IMPLICATIONS: There is no fiscal impact.

COUNTY OF SUFFOLK

1509

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

April 26, 2016

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

Re: Reso-EDP-Reappointing Kevin Gershowitz (Planning Commission)

Dear Mr. Schneider:

Enclosed herewith for your approval is original copy of the proposed resolution with documentation pursuant to:

TO REAPPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (KEVIN GERSHOWITZ)

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

Very truly yours,

Sarah Lansdale
Director of Planning

Enclosures

cc: Joanne Minieri, Deputy County Executive and Commissioner
Dept. of Economic Development and Planning
CE Reso Review (electronic copy)

1510

Intro. Res. No. -2016 Laid on Table 6/1/2016

Introduced by Presiding Officer on request of County Executive

RESOLUTION NO. –2016 TO REAPPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (ADRIENNE ESPOSITO)

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

WHEREAS, the term of Suffolk County Planning Commission member, Adrienne Esposito, representing Villages Over 5,000 Population, expired on December 31, 2013 (Resolution No. 1259-2009); and

WHEREAS, Steven Bellone, the County Executive of Suffolk, has reappointed Adrienne Esposito, currently residing in Patchogue, New York 11772, as a member of the Suffolk County Planning Commission, now, therefore be it

1st **RESOLVED**, that Adrienne Esposito, currently residing in Patchogue, New York 11772, is hereby reappointed as a member of the Suffolk County Planning Commission representing Villages Over 5,000 Population for a term of office expiring on December 31, 2017, pursuant to Section 14-2(A) of the SUFFOLK COUNTY CHARTER.

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

Adrienne Esposito 1510

SHORT BIO

Adrienne holds a degree in Geology and Environmental Science from CW Post University. She is a co-founder of CCE and has worked on numerous environmental campaigns for over 28 years. Adrienne has crafted campaigns to engage the public on environmental protection issues including but not limited to upgrading failing sewage treatment systems, protection of drinking and surface water, remediation of toxic plumes, stewardship of land and water, support for large scale renewable energy projects, reduced pesticide application, and more.

PROFESSIONAL EXPERIENCE

2004 – Present - Executive Director, Citizens Campaign for the Environment (CCE). CCE is a non-profit organization working in NY and CT to protect natural resources and public health. CCE has 6 offices and conducts research, lobbying and public education on diverse environmental campaigns. Such campaigns include groundwater protection, land use planning, coastal water protection, estuary and ocean protection, protection of Great Lakes, toxic waste remediation, pesticides reduction, renewable energy campaigns, protection of Long Island Sound and the South Shore Estuary, clean air and public health issues. Esposito is widely considered an expert on drinking and coastal water issues.

1985 – 2003 – Associate Executive Director, Citizens Campaign for the Environment

Awards –

- Long Island Federation of Labor, AFL-CIO, 2014 Leadership Award
- North Fork Environmental Council, Environmental Champion of the Year, 2013-2014
- Long Island Achievement Award, Public Relations Professionals of LI, 2014
- LI Progressive Coalition, Environmental Vision in Sustainable Development, 2014
- What Better Looks Like, 2014
- Clean Water Champion, NYLCV 2012
- Partnership Award – Alliance for Clean Energy NY, 2012
- US EPA Water Quality Award 2008
- LI Pine Barrens Society, Environmental Achievement Award, 2006
- Open Space Council, Dennis Puleston Conservation Award, 2005
- Long Island Environmental Leadership Award Southampton College 2003

Education: BA in Geology and Environmental Science from LI University, CW Post.

1510

AFFILIATIONS

2011 – Present	Brookhaven Community Coalition – Executive Board Member
2010 – 2011	Governor Cuomo's Transition Team – Energy and Environment
2010 – Present	Northport Harbor Water Quality Protection Committee – Co-Chair
2009 –2012	NYS Water and Energy Working Group – Chair
2008 – 2014	Carmans River Working Group – Chair
2008 – 2012	NYS Seagrass Task Force
2007- 2014	Wetlands Stewardship Committee, Suffolk County
2006 – Present	Suffolk County Planning Commission – Vice Chair
2005 – 2008	Nassau County Environmental Bond Act Advisory Committee
2004 – Present	Long Island Sound Citizens Advisory Committee
2004- Present	LIS CAC Policy Committee – NY Chair.
2004 – Present	Environmental Control Commission – Town of Oyster Bay
2003 – 2007	Suffolk County Vector Control Long Term Management Plan Citizens Advisory Committee – Committee Chair
2002 – 2005	Suffolk County Council on Environmental Quality – Member
1999- Present	Suffolk County Citizens Advisory Committee on Pesticides
1998 – Present	Brookhaven National Laboratory Citizens Advisory Committee
1999 – 2003	Suffolk County Peconic River Community Oversight Committee - Chair of Committee
2001- 2003	BNL Peconic River Working Group
2000 – 2003	Brookhaven National Laboratory Graphite Reactor Working Group
1999 – 2001	New York State West Nile Virus Response Plan Committee
1995 – 1998	Suffolk County Pine Barrens Review Commission

COUNTY OF SUFFOLK

1510

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

April 26, 2016

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

Re: Reso-EDP-Reappointing Adrienne Esposito (Planning Commission)

Dear Mr. Schneider:

Enclosed herewith for your approval is original copy of the proposed resolution with documentation pursuant to:

TO REAPPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (ADRIENNE ESPOSITO)

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

Very truly yours,

Sarah Lansdale
Director of Planning

Enclosures

cc: Joanne Minieri, Deputy County Executive and Commissioner EDP
CE Reso Review (electronic copy)

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1510

1. Type of Legislation

Resolution __X__ Local Law ____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016 TO REAPPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (ADRIENNE ESPOSITO)

3. Purpose of Proposed Legislation 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):
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*
Sarah Lansdale Director of Planning		4/26/16

SCIN FORM 175b (10/95)

2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1510

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 1NTERGOVERNMENTAL RELATIONS

MEMORANDUM OF SUPPORT 1510

TITLE OF BILL: TO REAPPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (Adrienne Esposito)

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

SUMMARY OF SPECIFIC PROVISIONS: County Executive Steven Bellone has reappointed Adrienne Esposito, currently residing in Patchogue, NY 11772, as a member of the Suffolk County Planning Commission representing Villages Over 5,000 Population, which new term will expire on December 31, 2017.

JUSTIFICATION: The term of office for Adrienne Esposito, member of the Suffolk County Planning Commission representing Villages Over 5,000 Population, expired on December 31, 2013 (Resolution No. 1259-2009).

FISCAL IMPLICATIONS: There is no fiscal impact.

Introductory Resolution No. 1511-16 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, APPROVAL OF AUCTION RULES FOR THE DISPOSITION OF SURPLUS PROPERTY ACQUIRED UNDER THE SUFFOLK COUNTY TAX ACT

WHEREAS, the disposition of property acquired through the Suffolk County Tax Act is regulated pursuant to Article A42 of the Administrative Code, Laws of Suffolk County, and Part III, Chapter 1070, Laws of Suffolk County (together hereinafter the "Code"); and

WHEREAS, §A42-4(M) and §1070-6 of the Code pertain to the formulation and adoption of auction rules and procedures; and

WHEREAS, §1070-6 requires the approval by the Suffolk County Legislature of auction rules and regulations formulated by the Department of Economic Development and Planning, Division of Real Property Acquisition and Management; and

WHEREAS, the Department of Economic Development and Planning, Division of Real Property Acquisition and Management, has previously filed a copy of the proposed rules for the auction of surplus County real estate with the County Executive and the Clerk of the Legislature and a copy of said proposed rules is annexed as Exhibit "A"; now, therefore be it

1st **RESOLVED**, that the auction rules annexed as Exhibit "A" are approved for use immediately on filing of this approved resolution with the Clerk of the Legislature.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

Exhibit "A"

Auction Terms and Conditions - Definitions

Affiliate: A Business Entity in which the Purchaser has, directly or indirectly, a voting, controlling or ownership interest of twenty percent (20%) or more, or which has such an interest in Purchaser.

Assignment: The transfer or conveyance of a right or contract from one person or Business Entity to another.

Business Entity: A legal being, other than an individual, natural person, e.g., a corporation, limited liability company, partnership, joint venture or syndication. A Business Entity must be duly formed in accordance with all applicable provisions of law and have the legal capacity, among other things, to be sued and to own property in the State of New York.

County: The County of Suffolk.

Deed: An instrument in writing, duly executed and delivered, that conveys title to real property.

Default: A failure by the Purchaser to comply with any provision of the Terms and Conditions.

Director: The Director of Real Estate.

Immediate Family: A spouse, issue, including adopted children, sibling or parent.

Lien: A claim or encumbrance of property, e.g., for the payment of a debt.

Landlocked: A parcel of land that has no routes of ingress and egress (by deed, easement or filed map roadways). Note a parcel located on an unopen roadway, a/k/a **paper street, is NOT** landlocked but is considered inaccessible at present.

Memorandum of Sale: The contract between the County and the Purchaser for the purchase of the Property, which incorporates, by reference, the Terms and Conditions of Sale and any special terms and conditions.

Occupancy/Occupy: The Inhabiting of a parcel improved by a residential structure as a person's sole residence.

Principal: Any individual or Business Entity who participates at the auction through a duly authorized agent.

Property: The particular parcel of County-owned real property and any improvements thereon, sold at public auction to the Purchaser.

Purchase Price: The highest bid made and accepted for the Property at the auction.

Purchaser: The successful bidder(s) at the auction sale and, where the Purchaser is a Business Entity, then each partner or any director(s), officer(s), or shareholder(s) having a total of twenty percent (20%) or more of the Purchaser's voting stock, ownership interest or control.

Third party bidder: An individual who bids solely as a duly authorized agent of another individual or Business Entity.

Third party bidding: Bidding on behalf of a Purchaser/Principal through a duly authorized agent.

Title Closing: The transfer of title to or ownership of the Property to the Purchaser; the date upon which such transfer is made.

Upset Price: The amount at which bidding starts on the Property.

AUCTION TERMS AND CONDITIONS

The public auction of surplus land by the County of Suffolk will be conducted by the Division of Real Property Acquisition and Management pursuant to auction terms and conditions approved by the Suffolk County Legislature. This document contains the terms and conditions which might pertain to such auctions. It may be supplemented by the subsequent approval by the Suffolk County legislature of additional or different terms and conditions.

Each separate auction will be governed by those particular terms and conditions included herein that are determined by the Director of Real Estate to be applicable to said auction. The terms and conditions that pertain to an auction will be published in the Auction Brochure published for that auction.

1. **AUCTION INVENTORY** - Properties that will be auctioned by the County include parcels forfeited by the prior owners as a result of failure to pay taxes. The County's rights thereto are pursuant to the Suffolk County Tax Act as set forth in Chapter 1195 of the laws of Suffolk County and Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law are believed to have been extinguished by the tax sale proceedings, and/or as a result of forfeiture. Auction parcels may also include parcels acquired by condemnation, but no longer needed as part of the public project. The County reserves the right, in its sole discretion, to withdraw from the auction at any time, any of the properties listed in the Auction Brochure or in any other listing of surplus real property available for auction.

2. **OFFICIAL IDENTIFICATION** - For purposes of the auction, each parcel is identified by a district, section, block and lot number as shown on the Suffolk County Tax Map. No other identification is guaranteed. Descriptions in the auction materials pertaining to any auctioned property, such as the size, exact location, street requirements and

information as to existing structures, are approximate only. Purchasers should verify all information relative to each property.

3. **NOTIFICATION OF AUCTION** - The Notice of Auction will be published in the official newspapers as required by the Suffolk County Code. In addition to said publication, not less than one month prior to each auction, an Auction Brochure which includes both a list of the properties expected to be offered by auction and a document entitled "Terms and Conditions of Sale 2016 Auction(s)" will be published on the internet at www.suffolkcountyny.gov. *Copies of the Auction Brochure will be available at the Division of Real Property Acquisition and Management Offices and at the Riverhead County Center, the Offices of the Suffolk County Legislature, each Town Hall and various County offices.

* Internet address will be relocated to Suffolk County Department of Economic Development & Planning, Division of Real Property Acquisition and Management.

4. **TERMS AND CONDITIONS OF SALE** - The "Terms and Conditions of Sale - 2016 Auction(s)" document will specify the rules applicable to the auction for which it is prepared and dated. Failure of the purchaser to comply with the published auction rules, terms and conditions shall constitute a default and may result in cancellation of a sale and forfeiture of both the down payment and the auction fee.

5. **AUCTION RULES** - In addition to those rules and conditions that are set forth in the "Terms and Conditions of Sale - 2016 Auction(s)" all sales of surplus County property will be subject to the following:

   a) Approval of the deed and proposed conveyance by the Suffolk County Legislature, which approval may precede the sale or follow it;

   b) Any state of facts an accurate survey or personal inspection of the premises would disclose;

   c) Applicable zoning/land use/building/health and environmental regulations;

   d) Easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale;

   e) For the immediate tax year, pro rata real estate taxes; and

   f) For assessment purposes, the purchaser shall be deemed to be the owner prior to the next taxable status date following the closing;

   g) The rights, if any, of tenants and persons in possession, and;

   h) Outstanding water and sewer assessments and other unpaid liens or charges (including, but not limited to, demolition charges, interest and penalties, condominium fees) whether they have been billed or not as of the date of the auction, all as specified in the Auction Brochure;

i) Any covenants, easements or conditions imposed by the County Planning or any other Department and listed in the Auction Brochure, or by the Legislature as part of its approval of the sale;

j) Purchaser's signing a Certification as part of the bid finalization that he or she has read and understood the Terms and Conditions as set forth in the pertinent Auction Brochure;

k) Such additional contract terms and conditions as may be set forth in the Auction Brochure or Memorandum of Sale.

6. **NO WARRANTIES** - All real property in the auction, including any building thereon, is sold **"AS IS"** and without any representation or warranty whatsoever as to the physical condition or as to title.

7. **REFUNDS** - In the event that a sale is cancelled or the bid is rejected by the Suffolk County Legislature, the down payment and other monies paid when the Memorandum of Sale was executed will be refunded without interest.

8. **AUCTION PROCEDURES** - As determined by the Director to be appropriate or necessary, the following rules or conditions shall be included in the "Terms and Conditions of Sale - 2016 Auction(s)".

a) County **general auctions** are Public Auctions at which a person must be present to participate as a bidder. Third party bidding may be accepted provided the bidder identifies the purchaser/principal for whom he or she is acting as an agent and provided the purchaser/principal pre-registers pursuant to paragraph 11 herein. **No absentee bids** are accepted.

b) The County may conduct **special auctions**, that is, auctions limited to certain properties, based on their type or condition, for example, Brownfield sites; or their potential use, for example, affordable housing sites and commercial properties; or based on any other special circumstance relating to the properties to be auctioned. At special auctions, sealed bids from bidders who are not physically present and third party bidding may be accepted provided the bidder identifies the purchaser/ principal for whom he or she is acting as an agent and provided the purchaser/principal pre-registers pursuant to paragraph 11 herein.

c) **Registration** shall be required prior to any auction. Prior to the auction, each registered bidder will be assigned a bidding number that must be displayed in order to bid.

d) **The auction may be divided into Sessions**. The auctioneer will accept bids in increments, as described below, until such time as no further bids are entered. Thereupon the parcel is declared, "Sold" to the highest bidder. All successful bids in one Session must be finalized (see the next subsection regarding finalization) before commencement of the next Session, or the underlying sales will be deemed cancelled.

e) Directly after the sale of a parcel, the **purchaser or third party bidder, in purchaser's absence, must finalize** the sale by signing the Terms and Conditions of

Sale, or Memorandum of Sale, as applicable, and depositing the down payment and the auction fee with the auction cashier. Delay in finalizing the sale may be cause for cancellation. *If a purchaser fails to finalize the purchase of any parcel, he, she or it shall not be permitted to bid on any further parcels and the Director may immediately cancel all other sales that took place at the same auction to the same purchaser.* In the event of cancellation due to failure to finalize a purchase, the subject parcel(s) may be returned to the auction block or withdrawn from the auction.

9. **PRE-AUCTION INFORMATION** - Collecting and verifying any information in regard to auctioned parcels, including, for example, address, location, zoning and land use restrictions, building or health code requirements, taxes or assessed value is the responsibility of the buyer. Much of this information may be obtained from the Town or Village in which the property is located. The County is not responsible to provide real property information, other than the Suffolk County Tax Map number. Purchaser's misunderstanding or failure to verify property information is not grounds for rescinding or canceling an auction sale. THE COUNTY MAKES NO WARRANTY EXPRESSED OR IMPLIED IN CONNECTION WITH ANY AUCTION SALE.

10. **INSPECTION OF PROPERTY** - The Auction Brochure will indicate whether the property may be inspected and how arrangements for inspection can be made. Inspection or entry onto the property may be prohibited by the County due to safety or any other reason. Where inspection is permitted, persons intending to participate at the auction should inspect and investigate the property in which they are interested prior to the auction sale. Inspection of commercial and industrial properties must not interfere with businesses operating thereon. Parcels that are improved by occupied homes may only be inspected on the dates and at the times set by the County in its publications, or on the dates and at the times confirmed in writing by the Division of Real Property Acquisition and Management. Entering onto any auction parcel at any other time will be grounds for disqualification from the auction and may amount to a trespass subject to prosecution.

11. **REGISTRATION OF BIDDERS** - All bidders, except third party bidders, shall be required to register prior to all auctions. In the event of third party bidding, the purchaser/principal shall be required to register prior to the auction. Such registration will be a condition of participation in said auction and shall consist of the execution of a registration form designated for use by the Director and may further require providing an official photographic identification, address, social security number or tax identification number, disclosure statement or other personal or financial documentation that would verify the identity and financial ability of the person or business entity to participate in the auction. As designated by the Director, pre-registration may require filing a bond, deposit or other evidence (as may be required) of financial ability to complete the terms and conditions of the sale at the estimated fair market value.

When third party bidding is permitted, individuals acting on behalf of others, not in attendance at the auction, must produce a "Power of Attorney" or other appropriate

authorizing documentation, duly executed and notarized. Incorporated entities (Inc., Corp., LLC.) are required to provide a corporate resolution prior to the auction authorizing the entity's participation in said auction and a corporate resolution authorizing the purchase of real property prior to the transfer of title.

12. **FORM OF BIDDING** - Each bidder is responsible to signal his or her bid to the auctioneer. Bids may be signaled either by raising the paddle bearing the unique number issued to him or her for purposes of bidding at the auction or, in auctions not requiring individual bidder paddles, by securing a floor usher to signal the desired bid.

13. **MEMORANDUM OF SALE** - The purchaser's offer and agreement to purchase will be formalized in a "Terms and Conditions of Sale" or "Memorandum of Sale", referred to hereafter jointly as the "Memorandum of Sale", as may be utilized at the particular auction. Purchaser or third party bidder in purchaser's absence is obligated to execute the Memorandum of Sale and pay the down payment and auction fee before the end of the auction session at which the property was sold. As a material condition of the Memorandum of Sale:

a. Purchaser waives any claim to special, consequential or punitive damages, attorney's fees, reimbursement for any expenses incurred in reliance on completion of the sale, improvements of property, or for license fees already paid should the sale subsequently not be approved or closing not occur; and

b. Purchaser acknowledges that no property interest, either real or personal, is acquired by purchaser and any and all claims for specific performance and/or any right to file a Notice of Pendency against any property offered for bidding and/or sale should the sale subsequently not be approved or closing not occur are hereby waived.

14. **DOWNPAYMENT** - Following acceptance of the winning bid, and prior to the start of the next auction Session, the purchaser or third party bidder in purchaser's absence shall deposit a down payment in the amount of twenty percent (20%) of the sale price, or as otherwise specified. **ONLY cash, certified checks, bank checks, money orders or traveler's checks are acceptable for the down payment.** If the purchaser fails to produce the acceptable payment, as described, the parcel may be resold at the same auction or withdrawn from the auction, in the sole discretion of the County.

15. **RESTRICTIVE COVENANT ON RESIDENTIALLY-IMPROVED PARCELS** - A parcel offered at auction which is improved by a residential structure, may be offered subject to a restrictive covenant that will be noted in the Auction Brochure and included in the deed conveying the parcel. The covenant requires the owner of the parcel, or his or her children, parents, successors and assigns to occupy said premises. Said restriction requiring owner occupancy shall run with the land for a period of ten (10) years subsequent to the transfer of title from the County of Suffolk. The owner of the parcel may sell the parcel at any time in which case the new owner, his or her children, parents, successors and assigns shall be required to occupy the premises for the balance of the

ten (10) year period. The County shall be given written notice of any transfer of the parcel within said ten (10) year period. The Director shall reserve to the County a right of reverter should this restriction be violated. It is the responsibility of the purchaser to note which parcels are sold subject to the said restrictive covenant.

16. **SPECIFICALLY DESIGNATED SMALL LOT PARCELS**–In order to promote the development of residential dwellings for first time home buyers and/or occupants, parcels which may not meet minimum zoning code requirements of the municipal zoning district in which the parcel is located shall be offered to convey such parcel to the highest bidder at a special auction who:

(i) agrees, in writing, within sixty (60) days of the date of such auction, to apply for and diligently pursue, using best efforts and at such bidder's sole cost and expense, a building permit, to allow the construction of a single family residential dwelling on such parcel that substantially conforms in size and appearance to the residential dwellings located within the immediately surrounding residential community; (ii) agrees, in writing, within one hundred eighty (180) days of the date of such auction, to apply for and diligently pursue, using best efforts and at such bidder's sole cost and expense, any and all variances and/or other relief from such minimum zoning requirements; and (iii) agrees, in writing, to accept title to such parcel subject to the covenants contained in this section.

1.) Upon the granting of any required variance or other relief from the minimum zoning requirements of the municipal zoning district in which the parcel is located, and the issuance of a building permit to construct such single family residential dwelling on such parcel, fee title shall be promptly conveyed to such highest bidder by deed containing the following covenants, which covenants shall run with the land:

a.) "The use of the parcel herein described by the grantee is hereby restricted solely to the development of a single family residential dwelling unit for first time home owners or buyers; with all right, title, and interest reverting back to the County of Suffolk, at the sole option of the County of Suffolk, in the event the grantee, at any time, uses or attempts to use the parcel herein described for any other use or purpose, including, without limitation, no use or purpose. This reverter clause shall also apply to any transferee from the grantee who is not a first time home owner or buyer."

b.) "All right, title, and interest to the parcel herein described shall revert back to the County of Suffolk should any one or more of the following events occur:

[1.] If the grantee, or any transferee from the grantee who is not a first time home owner or buyer, fails to substantially complete the construction of a single family residential

dwelling upon the parcel described herein within three (3) years from the date of transfer to the grantee, unless one or more extensions of time is granted, in writing, for good cause shown, by the Suffolk County Director of Affordable Housing or any successor thereto. Notwithstanding the foregoing, such extensions shall not exceed, in the aggregate, a period of four (4) years from the date of transfer to the grantee, unless approved by a duly enacted resolution of the County of Suffolk;

[2.] If the income of the first time home owner or buyer, at the time of occupancy of the single family dwelling constructed on the parcel described herein, should exceed 80% of the HUD established median income for the Nassau-Suffolk Primary Metropolitan Statistical Area adjusted by family size;

[3.] If the sale price of the single family dwelling constructed on the parcel described herein exceeds 60% of the median sales price for Suffolk County single family dwellings, based upon the State of New York Mortgage Agency Guidelines;

[4.] If the first time home owner or buyer of the single family dwelling constructed on the parcel described herein fails to occupy such single family dwelling as his and/or her primary residence for a period of ten (10) consecutive years from the time of occupancy of such single family dwelling; provided, however, that the right, title and interest to the parcel herein described shall not revert to the County of Suffolk if:

[a.] the first time home owner or buyer sells to a first time home owner or buyer meeting the income qualifications set forth in paragraph (1.)(b.)[2.], or as amended; and

[b.] any gain realized from such sale up to and including the fifth anniversary of ownership, and declining ratably thereafter to fifty (50%) percent of any realized gain during the sixth year of ownership up to and including the tenth anniversary of ownership, shall be paid to the County of Suffolk; and

[c.] the income qualifications and the formula for recapture of realized gain set forth in this

paragraph shall apply to each and every subsequent sale;

[5.] If all or any portion of the single family residential dwelling is rented or leased to any other person, whether or not by written agreement;

[6.] If the grantee fails to certify to the Suffolk County Director of Affordable Housing, (or his or her designee), prior to closing of the title by a first time home buyer, or occupancy by a first time home owner, as the case may be:

[a.] the dates of completion and occupancy of the single family dwelling constructed on the parcel described herein; and

[b.] the total income, from all sources, of all occupants of the single family dwelling constructed on the parcel described herein; and

[c.] in the case of a first time home buyer, the sales price of the single family dwelling constructed on the parcel described herein; and

[d.] the single family dwelling constructed on the parcel described herein meets all applicable building and zoning codes, rules and regulations;

[7.] If the grantee fails to provide the Suffolk County Director of Affordable Housing, (or his or her designee), with a detailed, annual written report no later than December 31 of each year commencing in the year immediately subsequent to the date of this deed, which report shall include any and all information as may be required by the said Director, including, but not limited to, the status of the development and/or sale of the parcel described herein, and an accounting of all sums directly or indirectly attributable to the use of the parcel described herein."

2.) In the event such highest bidder, after using best efforts to apply for and diligently pursue any variance or other relief from such minimum zoning requirements and a building permit, to allow the construction of a single family residential dwelling on such parcel that substantially conforms in size and appearance to the residential dwellings located within the immediately surrounding residential community, does not obtain such variance and building permit within the time prescribed herein, the auction

sale shall be deemed cancelled and the County shall return to the bidder any sum paid under the terms and conditions of the auction.

3.) In the event a parcel offered for sale pursuant to the preceding provisions of this Subsection is not sold the first time it is offered at an auction, and the parcel is appraised for less than $50,000, the Commissioner, or his or her designee, shall offer the parcel to appropriate adjoining property owners at not less than the appraised value before offering it for sale by general auction.

4.) In the event a parcel does not meet applicable minimum zoning code requirements in order to be developed, is appraised for less than $50,000, and fails to satisfy the criteria for auction under the provisions of this Subsection, the Commissioner, or his or her designee, shall offer the parcel to appropriate adjoining property owners at not less than the appraised value before offering it for sale by general auction.

5.) The Commissioner, or his or her designee, is authorized to execute and deliver, by a bargain and sale deed without covenants, or by quitclaim deed, for the transfer of any properties which are the subject matter of this section. All deed transfers shall be subject to the express approval of the County Legislature, and all contracts negotiated by the County shall provide that the proposed conveyance is subject to legislative approval and subject to such restrictive covenants as may be provided for by law.

17. **PURCHASER IDENTIFICATION** - Prior to closing, the purchaser shall provide information necessary to complete forms and documents required for recording the deed in the Suffolk County Clerk's Office, including, among others as may be requested, the NYS Department of Taxation and Finance TP-584 form.

18. **FORMER OWNER BIDDING RESTRICTED** - The former owner of the property, or his agent, shall not be permitted to bid on the property or purchase same at the public auction, unless his or her bid amount exceeds the total of tax arrears, penalties and interest or surcharges that would have been due as of the day of the auction, without regard to limits on the time to redeem. If the former owner or his agent is the successful bidder at auction all liens existing prior to the foreclosure will be reinstated and added to the auction price.

19. **ASSIGNMENT RESTRICTED** - A Memorandum of Sale executed at the auction cannot be assigned unless the Director agrees thereto in writing. Assignments shall only be approved upon good cause shown. In the event that an assignment is approved, a fee of no less than $300 can be charged.

20. **BROKERS** - The County of Suffolk will not pay any broker's commissions or fees. If a broker or attorney acting in the capacity of a broker is authorized to bid as the designee or agent of the actual purchaser, it is the sole responsibility of the purchaser to pay any brokerage fees or commissions earned thereby.

21. **PARTICIPATION BY SUFFOLK COUNTY EMPLOYEES PROHIBITED** - County employees and/or their immediate families, whether or not residing with the employees, are not permitted to participate as a purchaser or bidder at a County auction. Purchasers will be required to furnish an affidavit at the closing to the effect that the Purchasers are not employees or immediate family members of any Suffolk County Employee.

22. **SALE SUBJECT TO APPROVAL BY LEGISLATURE** - The Suffolk County Code requires that the disposition of surplus property must be approved by the County Legislature. A list of proposed auction sales will be presented to the Legislature for review and approval. All offers to sell are conditioned on approval from the County Legislature which in its sole discretion, can decline to approve.

23. **SALE SUBJECT TO CANCELLATION BY COUNTY** - At the County's discretion, sales remain subject to cancellation even after legislative approval, but prior to the title closing in the event that insurable title cannot be conveyed, or for other good cause as determined to exist by the Director. In the event that a sale is cancelled due to the purchaser's violation of any of the conditions set forth herein, any monies paid by or on behalf of the purchaser to the County shall be forfeited by purchaser and shall be retained by the County.

24. **RISK OF LOSS** - Damage by fire or other casualty loss that occurs between the sale and the title closing, the repair of which exceeds 10% of the purchase price as determined by the Director in his or her sole discretion, may permit the purchaser to cancel the sale. If the damage is less than 10% of the purchase price, the Division of Real Property Acquisition and Management may cancel the sale, or may reduce the purchase price, after verifying the amount and value of damage by an appraisal by up to 10% in order to induce the purchaser to close.

25. **TITLE CLOSINGS** - Closings can be scheduled only after the legislative resolution approving the sale is filed with the County Clerk. The County will use its best efforts to close within six months of this approval. Closing dates for the sale of properties purchased at auction will be determined by the Director. Notice of a closing date will be sent to the purchaser, at least ten (10) calendar days in advance. The County reserves the right, in its sole discretion, to extend the time for closing or to compel the completion of the sale by an action for specific performance. If an adjournment is requested by the purchaser, then the Director may declare the adjourned date, or any subsequent adjourned date to be the final law date set for closing of title. On purchaser's failure to

accept delivery of the deed on the final law date the sale may be cancelled and all monies paid to date may be retained by the County. In such event, purchaser will have no further rights or any claim regarding the sale or the parcel.

26. **METHOD OF PAYMENT** - Except for the auction fee (see below) **cash, certified checks, bank checks, money orders or traveler's checks are the only forms of payment acceptable** for amounts due at auction or closing. At the discretion of the Director, such certified or bank checks, money orders or traveler's checks, if payable to the order of the Purchaser, may be endorsed over to the Division of Real Property Acquisition and Management. The balance of the purchase price together with the pro rata share of taxes for a parcel sold at auction shall be due and payable at the time of the closing of title.

27. **AUCTION FEES** - In addition to the amount of the accepted winning bid, the purchaser of each parcel must pay an auction administrative fee (generally 1%, or up to 3% of the sales price), but not less than $25, if auction fees are required for the subject auction. The auction fee is separate and apart from the purchase price and must be paid by separate check or cash. Payment of the auction fee may be made by any of the methods mentioned in the immediately prior section or by personal check. There will be a $25 fee imposed as an additional closing cost for checks that are not collectible after one presentation to the bank. Auction fees offset the costs of advertising, printing and other expenses of this auction and may be increased or decreased as appropriate to the auction, but may not exceed 3% of the winning bid without approval of the County Legislature.

Additionally in accordance with Local Law No. 40-2007, a local law to offset the cost of maintaining surplus County Property, there shall be imposed on the purchase of all surplus County property sold at public auction a surcharge for each parcel purchased, in addition to any other fees and/or surcharges imposed, which surcharge shall be collected at closing and in accordance with the Auction Terms and Conditions promulgated by the County Division of Real Property Acquisition and Management, and which surcharge shall be deposited with the Suffolk County Sheriff for the sole purpose of funding the Sheriff's Labor Assistance Program (SLAP) or any successor program thereto. This surcharge shall be collected according to the following schedule:

A) a .5% surcharge on winning bids between $0 and $50,000;

B) a .75% surcharge on winning bids between $50,001 and $100,000; an

C) a 1% surcharge on winning bids between $100,001 and $250,000, said surcharge to be applied only to the first $250,000 for winning bids exceeding that amount.

28. **DEFAULT BY THE PURCHASER** - If, due to failure on the part of the purchaser, title does not close on any auctioned parcel, the down payment and auction fee are subject to forfeiture as liquidated damages for the County's auction costs, overhead expenses and loss of the transaction. *In the event of a default on one parcel, the Defaulting Purchaser may not be permitted to close on any other parcels for which he or she is the successful bidder.* If the purchaser fails to pay the balance of the purchase price as herein required, the deposit and auction fee shall be forfeited.

29. **UPSET PRICE** - Bidding will begin at the upset price as specified in the Auction Brochure.

30. **BIDDING INCREMENTS** - During the auction, the auctioneer will announce the minimum increments required to advance bidding. A bid will not be accepted unless it meets or exceeds the increment then in effect. The Director may modify the Bidding Increments at any time without notice. Generally, increments will increase as a multiple of each $20,000 that the sale price increases.

Typical increments are as follows:

Bid Amount (Range)	*Minimum Increment of Subsequent Bid*
$ 5,000 to $ 25,000	$ 500
$25,000 to $ 50,000	$1,000
$50,000 to $100,000	$2,000

31. **OCCUPANCY PRIOR TO CLOSING -** After the close of the Auction, the purchaser of any parcel may contact the Division of Real Property Acquisition and Management to attempt to arrange for a license agreement that would permit inspection or use and occupancy of the auctioned parcel prior to closing. A license agreement may be approved at the discretion of the Director, on such terms as the Director may deem reasonable. No entry onto the auctioned property is permitted without a license agreement.

32. **PERSONAL PROPERTY** - No personal property is included in the sale of any of the parcels auctioned by Suffolk County, except as may remain on the premises after the closing. The disposition of any personal property, located on any parcel following the closing shall be the responsibility of the purchaser.

33. **DEED FORMAT** - The Auction Brochure will set forth the type of deed approved by the legislature for conveyance of each parcel to the winning bidder. One of three types of deeds may be employed:

a) Bargain and Sale Deed without Covenants, or with Covenants against Grantor's Acts;

b) Quitclaim Deed;

c) Directed Deed (from the Treasurer to the Purchaser.)

34. **QUITCLAIM DEED -** A quitclaim deed issued to convey a parcel sold at auction may contain the following provisions:

"Nothing contained in any description herein is intended to convey more than the assessed owner owned at the time of the levy of the tax, the non-payment of which resulted in the tax sale. There is no representation as to the extent of the acreage conveyed herein";

"Excepting and reserving all the right, title and interest of the County of Suffolk in and to any portion or interest of the lands herein conveyed, which interest was heretofore acquired other than pursuant to the provisions of the Real Property Tax Law of the State of New York".

35. **OTHER DEED/CLOSING CONDITIONS** - If an auctioned parcel is contiguous with other real property owned by the Purchaser, the County may require as a condition of closing that Purchaser request the Town Assessor in writing to combine the two parcels; Purchaser shall not convey either parcel(s) without also conveying the adjoining parcel to the same grantee, unless approved by the local planning board. These restrictions shall run with the land.

36. **CLOSING COSTS -** The Purchaser is responsible to pay all closing costs, unless specific provision was otherwise made in advance and approved by the County Legislature. All closings will take place at the Division of Real Property Acquisition and Management, or the Department of Law, unless otherwise agreed to in writing no less than one week in advance of the closing. If the Purchaser demands a closing in Suffolk County other than at County offices, an attendance fee will be charged at the rate of $250 Base Fee for the first two hours, excluding travel time, plus $150 for every hour, or fraction thereof, thereafter. For closings in Nassau County, the Base Fee will be $350; in New York City or the boroughs thereof, the Base Fee is $450.

37. **TITLE INSURANCE** - All objections to title (including survey objections) must be submitted to the Director within 45 days after the date the sale is approved by the County Legislature or the objections are deemed to be waived. In the instance of a Bargain and Sale Deed without Covenants against Grantor's Acts, or a Bargain and Sale Deed with Covenants against Grantor's Acts, the County may , but is not obligated to, deliver such title as a title company licensed in the State of New York and approved to

do business with the County will insure. The County may pre-qualify certain parcels for title insurance. Where it is noted in the brochure that certain parcels have already been examined by a named title company; the Purchaser may choose to use that title company or a different qualifying company.

38. **TITLE OBJECTIONS** - If the purchaser's title company refuses to insure without exceptions, the County may select a different, equally-qualified title company. Purchaser agrees to accept insurance from the alternative insurer, provided no additional cost results thereby, over and above the cost of insurance from the first company. If the purchaser's title company will not insure title without exceptions, and if the Director chooses not to pursue insurance from an alternative title insurer, the Director may cancel the transaction and return the down payment and auction fee. In such event, the parties will have no further rights one against the other.

39. **DISPUTE RESOLUTION FINAL** - The decision of the Director regarding any dispute related to the auction or the conveyance of auctioned property is final. The Director reserves the right to reject any bid for failure to comply with auction procedures, or for any other reason related to the conduct of the auction, or to cancel an approved sale if the County elects not to proceed or if the purchaser fails to complete his or her obligations in timely fashion.

40. **FORM OF COMMUNICATION -** In connection with a "limited auction", that is, an auction among persons owning property adjacent to the parcel to be sold pursuant to §A42-4(H)(3) or (4), the County will send an "Initial Inquiry Response" to solicit the interest of each such owner in participating in an auction. The form is sent to the owner at the address listed with the County Treasurer by certified mail, return receipt requested. All subsequent communications or notices may be sent by regular mail. For publicly advertised auctions, all communications with prospective participants or with purchasers will be sent be regular mail to the address that they provide.

41. **NO WARRANTY OF VACANCY** - The County makes no warranty that the premises will be delivered vacant. If an auctioned property becomes occupied following the sale, then following closing and recording of the deed, an eviction, if necessary, will be the responsibility of the Purchaser. The County expects not to place a licensee, other than the prospective purchaser, in any auctioned premises after the auction. However, it will do so in order to safeguard the premises or for other property management reasons.

42. **PERMISSION TO REMOVE SIGN** - The purchaser on each auction parcel may remove the auction sign after signing the Memorandum of Sale and tendering the down payment.

43. **INELIGIBILITY TO PURCHASE** No bidder, or purchaser/principal in the event of third party bidding, including, without limitation, any business entity or subsidiary, parent or affiliate thereof, or any trustee(s), director(s), officer(s) or shareholder(s) with voting interests or owning a total of twenty percent (20%) or more of any of the foregoing, who or which is or has been in default in or on any contract, obligation or agreement of any kind or nature whatsoever entered into with the County, or any of its agencies, within a period of five (5) years prior to the date of the auction sale, will be accepted as an eligible bidder for any property. Such obligations include, among other things, the obligation to pay in full all Suffolk County property taxes and charges when due. If the purchaser owns, alone or with others, any other property for which outstanding and delinquent taxes are owed to Suffolk County, those delinquent taxes must be paid in full prior to closing on any parcels purchased at auction.

The County reserves the right to deny access to the auction, cancel a sale or exercise its right of reversion herein, if an investigation reveals to the Director's satisfaction that the registration form is not adequately, properly and/or truthfully completed; if the identification supplied is not sufficient, if the purchaser or bidder is deemed to be financially unqualified; if the purchaser or bidder has been found guilty of any housing code or building code violation which violation resulted in death or personal injury or has been found guilty of any crime or violation under any Federal, State, County, including but not limited to Articles 7 and 12 of the Suffolk County Sanitary Code, Local Law or permit involving the treatment, handling, storage and/or disposal of any toxic and/or hazardous substance, material or waste; or has been found guilty of any predatory and/ or discriminatory lending practices involving, but not limited to, violations of the Racketeer Influenced and Corrupt Organization Act, the Equal Credit Opportunity Act, the Federal Fair Housing Act, the Real Estate Settlement Procedures Act, the Federal Truth in Lending Act, the N.Y. General Business Law or the Suffolk County Human Rights Law or if the taking of title and/or occupancy by purchaser will result in a violation of any Federal, State, County or Local Law.

44. **FINAL SALE** – Except as provided in paragraph 45 hereinafter, all sales shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall Suffolk County be or become liable for any defects in title for any cause whatsoever; no claim, demand or suit of any nature shall exist against Suffolk County in favor of the purchaser, its heirs, success or assigns, arising from this sale.

45. **MATERIAL MISREPRESENTATION** – If any material misrepresentation, omission or false statement relating to any representation required herein is discovered after the title closing, the County may avail itself of all remedies available to it at law, it being acknowledged that these representations are being relied upon by the County and are material to this transaction. If such misrepresentation, omission or false statement occurs, the purchaser understands that he/she/it may be charged with fraud, and/or intent to defraud. In addition, in such event, the County reserves the right to pursue the purchaser and others for cancellation of the transaction. This clause shall survive the title closing. The verified registration statement is a sworn statement and the making of a false representation or intentional omission in it may be punishable as a crime.

46. **CERTIFICATION OF NON-AGENCY** – The purchaser shall be required to certify that he/she is not representing the former owner(s) of the property and has no intent to defraud Suffolk County of the unpaid taxes, assessment, penalties and charges, which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom Suffolk County foreclosed. If such conveyance occurs, the purchaser understands that he/she may be charged with fraud, and/or intent to defraud. In addition, in such event, the County reserves the right to pursue the purchaser, the former owner and others for cancellation of the transaction, and/or any deficiency between the purchase price at auction and such sums as may be owed to Suffolk County as related to the property.

47. **JURISDICTION** – Bidder and/or purchaser at this auction agrees that the sole forum for any dispute or cause of action arising out of this auction shall be the Supreme Court of the State of New York, County of Suffolk and related Appellate Courts.

1511

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

   Resolution _X_ Local Law _X_ Charter Law _____

2. Title of Proposed Legislation- Approval of Auction Rules for the Disposition of Surplus Property Acquired Under the Suffolk County Tax Act.

3. Purpose of Proposed Legislation

   Annual approval of Auction Rules

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

5. If the answer to Item 4 is "yes", on what will it impact?

   _X_County _____Town _____Economic Impact

   _____Village _____School District Other (Specify):

   _____Library District _____Fire District

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

   Auction revenues

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

   Unknown

8. Proposed Source of Funding

   Unknown

9. Timing of Impact

   2016/2017

10. Name & Title of Preparer | Signature of Preparer | Date

    Wayne R. Thompson
    Real Property Manager

    Wayne Thompson

    4/20/16

2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1511

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

1511

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL:

APPROVAL OF AUCTION RULES FOR THE DISPOSITION OF SURPLUS PROPERTY ACQUIRED UNDER THE SUFFOLK COUNTY TAX ACT

PURPOSE OR GENERAL IDEA OF BILL: Yearly approval of Suffolk County Auction Rules.

SUMMARY OF SPECIFIC PROVISIONS: No additions or deletions from 2015 approved auction rules.

JUSTIFICATION: **WHEREAS**, §1070-6 requires the approval by the Suffolk County Legislature of auction rules and regulations formulated by the Department of Economic Development and Planning, Division of Real Property Acquisition and Management.

FISCAL IMPLICATIONS: Dependent on the number of auction parcels sold - will affect mostly 2017.

COUNTY OF SUFFOLK

1511

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

April 27, 2016

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

Re: RESOLUTION -2016, APPROVAL OF AUCTION RULES FOR THE DISPOSITION OF SURPLUS PROPERTY ACQUIRED UNDER THE SUFFOLK COUNTY TAX ACT

Dear Mr. Schneider:

Enclosed herewith for your approval is the original of the proposed resolution with documentation pursuant to:

Yearly Approval of Auction Rules.
Please note changes in rules - additions are underlined.

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Wayne R. Thompson
Real Property Manager
Division of Real Property
Acquisition and Management

WRT:sc

CE RESO REVIEW (electronic copy)

Intro Res. No. 1512-16 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. 2016, ACCEPTING AND APPROPRIATING 100% GRANT FUNDS RECEIVED FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES TO THE SUFFOLK COUNTY DISTRICT ATTORNEY'S OFFICE, UNDER THE CRIMES AGAINST REVENUE PROGRAM

WHEREAS, New York State Division of Criminal Justice has awarded grant funds to the Suffolk County District Attorney's Office for the Crimes Against Revenue Program; and

WHEREAS, this grant provides funding for personnel, equipment, and undercover expenses for the investigation and prosecution of individuals who violate the law by refusing to pay tax and other revenue related obligations associated with illegal activities; and

WHEREAS, the goal of the program is to reclaim lost revenue and increase voluntary compliance with applicable laws; and

WHEREAS, the award period begins January 1, 2016 and runs through December 31, 2016; the amount awarded is $1,697,801; and

WHEREAS, this program is a continuation of the 2015 program; and

WHEREAS, the 2016 Adopted Operating Budget includes $1,370,950 in salary expense under appropriation 1185, $255,691 in fringe benefit grant expense and $1,686,000 in revenue; and

WHEREAS, for the purposes of this resolution, it is requested that additional grant revenue in the amount of $11,801 be accepted and the additional $71,160 in expenses be appropriated in the 2016 Operating Budget; now, therefore be it

1st **RESOLVED**, the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said grant funds as follows;

REVENUES:

001-1185- 3355: Crimes Against Revenue Grant $ 11,801

ORGANIZATIONS:

District Attorney (DIS)
Crimes Against Revenue Grant
001-DIS-1185

4000 SPECIAL SERVICES	$ 71,160
4770 -Special Services	71,160

and be it further

2nd **RESOLVED**, that the Reporting Category in the County Integrated Financial Management System is DA19; and be it further

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

4th **RESOLVED**, that the County Executive be and hereby is authorized to execute the grant related agreement between Suffolk County and the New York State Division of Criminal Justice Services.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County
Date of Approval

COUNTY OF SUFFOLK
OFFICE OF DISTRICT ATTORNEY

1512

THOMAS J. SPOTA
DISTRICT ATTORNEY

Address Reply To:
Administration and Finance

TO: INTERGOVERNMENTAL RELATIONS

FROM: CRAIG D. PAVLIK, DEPUTY BUREAU CHIEF
ADMINISTRATION AND FINANCE

RE: MEMORANDUM OF SUPPORT FOR INTRO RESOLUTION

DATE: APRIL 28, 2016

TITLE OF BILL: A Resolution ACCEPTING AND APPROPRIATING 100% GRANT FUNDS RECEIVED FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES TO THE DISTRICT ATTORNEY'S OFFICE, UNDER THE CRIMES AGAINST REVENUE PROGRAM

PURPOSE OR GENERAL IDEA OF BILL: Pursuant to a grant award by the New York State Division of Criminal Justice Services, the District Attorney's Office seeks to accept the funds in the amount of $1,697,801.00 to continue the current Crimes Against Revenue Program that has successfully returned millions of dollars in recovered sales tax revenue to Suffolk County.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept funding from the New York State Division of Criminal Justice Services for personnel, equipment, and undercover expenses which will be used to support investigations and prosecutions of individuals who violate the tax laws by refusing to pay tax and other revenue related obligations associated with legal and illegal activities and to reclaim lost revenue and increase voluntary compliance with applicable laws. This legislation will accept additional funds in the amount of $111,801.00 which were awarded by the Division of Criminal Justice Services beyond the initial revenue projections for 2016 that were included in the 2016 budget.

NORTH COUNTY COMPLEX • VETERANS MEMORIAL HIGHWAY • HAUPPAUGE, NY 11787-4311 • (631) 853-4153 • FAX# (631) 853-6211

1512

JUSTIFICATION: These funds will facilitate the District Attorney's Office ability to continue focusing personnel in the investigation and prosecution of those who commit crimes against State revenues, such as criminal failure to pay tax obligations associated with legal and illegal activities. The program works toward deterrence of these crimes and requiring payment of restitution to the State of New York from those who are found guilty of committing these crimes.

FISCAL IMPLICATIONS: Since this is grant funding it will assist in funding salaried position in the District Attorney's Office.

CRAIG D. PAVLIK
Deputy Bureau Chief

CDP:pk

1512

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

Crimes Against Revenue Program

3. Purpose of Proposed Legislation

Accept funding from the New York State Division of Criminal Justice Services Bureau of Justice Assistance for the District Attorney's Crimes Against Revenue grant program.

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 5 is "yes", Provide Detailed Explanation of Impact

This program will provide revenue in the amount of $1,697,801 and reimburse for expenses relating to the grant.

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

The funding period for this program is January 1, 2016 through December 31,2016.

8. Proposed Source of Funding

New York State Division of Criminal Justice Services

9. Timing of Impact

Immediate

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Craig D. Pavlik, Deputy Bureau Chief Administration		4/28/16

SCIN FORM 175b (10/95)

Theresa Lomo Budget Office

5/23/16

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

1512

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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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

NEW YORK STATE | Division of Criminal Justice Services

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

1512

January 5, 2016

Honorable Thomas J. Spota
Suffolk County District Attorney
North County Complex, Building 77
Veterans Memorial Highway
Hauppauge, NY 11788

Re: Project ID Number: CR15-1005-E00

Dear District Attorney Spota:

I am pleased to announce that Suffolk County will receive a 2015-16 Crimes Against Revenue Program (CARP) grant award in the amount of $1,697,801. The CARP program is administered jointly by the NYS Division of Criminal Justice Services (DCJS) and the NYS Department of Taxation and Finance (DTF), and this award will be supported with appropriations included in the enacted 2015-16 budget. Your award was approved following the evaluation of proposals submitted through a competitive Request for Proposals (RFP) process.

The contract period for this award is January 1, 2016 to December 31, 2016. Please see the attached *Instruction Sheet* which provides additional important information with regard to the development of your contract. Should you have any questions, please contact Joann Tierney-Daniels at (518) 457-8404 or by email at Joann.TierneyDaniels@dcjs.ny.gov.

Congratulations on your award. DCJS looks forward to working with you on this important project. Thank you for your continued efforts to make New York the safest state in the nation.

Very truly yours,

Michael C. Green
Executive Deputy Commissioner

Attachment (1)
MCG:jtd:kaf
cc: Kathleen Curtis

COUNTY OF SUFFOLK
OFFICE OF DISTRICT ATTORNEY

1512

THOMAS J. SPOTA
DISTRICT ATTORNEY

Address Reply To:
Administration and Finance

MEMORANDUM

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

FROM: **Craig Pavlik, Deputy Bureau Chief**
Suffolk County District Attorney's Office

DATE: **April 28, 2016**

SUBJECT: **Resolution Packet & SCIN Forms**
Crimes Against Revenue Program (CARP)
Project No. CR15-1005-E00

Attached please find the following for the New York State Division of Criminal Justice Services Crimes Against Revenue grant program:

1. Draft Resolution
2. SCIN Forms.
3. Request for Introduction of Legislation.
4. Financial Impact Statement.
5. Award letter

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW.

If you have any questions concerning this resolution package, please contact Kathleen Curtis, Grants Analyst, at 852-2565 or Craig Pavlik, Deputy Bureau Chief at 853-4153.

Thank you for your assistance with this project.

cc: CE RESO REVIEW

Intro. Res. No. 1513 -2016 Laid on Table 6/1/16
Introduced by Presiding Officer on request of County Executive

RESOLUTION NO. –2016 TO REAPPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (JOHN J. FINN)

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

WHEREAS, the term of Suffolk County Planning Commission member, John J. Finn, representing the Town of Smithtown, expired on December 31, 2015 (Resolution # 741-2012); and

WHEREAS, Steven Bellone, the County Executive of Suffolk, has reappointed John J. Finn, currently residing in Smithtown, New York 11787, as a member of the Suffolk County Planning Commission representing the Town of Smithtown, now, therefore be it

1st **RESOLVED**, that John J. Finn, currently residing in Smithtown, New York 11787, is hereby reappointed as a member of the Suffolk County Planning Commission representing the Town of Smithtown, said term to expire on December 31, 2019, pursuant to Section 14-2(A) of the SUFFOLK COUNTY CHARTER.

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

1513

JOHN J. FINN

* Smithtown, NY 11780
Phone 631· * E-Mail:

PROFESSIONAL EXPERIENCE

Damianos Realty Group LLC

Director of Leasing and Acquisitions since 1998

Headquartered in Smithtown NY, Damianos Realty Group LLC is a full service commercial real estate company specializing in office, retail, industrial, land development, and construction throughout Nassau and Suffolk Counties on Long Island.

Over the last 19 years, John Finn has played an active role in the firm's growth and expansion, while still managing to oversee the day-to-day operations and successfully negotiating countless transactions for the 30 properties in the firm's impressive commercial portfolio. The firm has developed, managed, and owned over 1,400,000 sq feet of all types of commercial space, including Nursing & Adult homes, Garden Apartments, Office Buildings, Shopping Centers, Industrial Buildings, Medical complexes, and Warehousing space. Successful development projects have been completed in Babylon, Centereach, Center Moriches, Islandia, Melville, Smithtown, St. James, Lake Grove, Setauket, Patchogue, Port Jefferson Station, Stony Brook, and Westbury.

ORGANIZATIONS

Suffolk County Planning Commission Since 2010

John Finn was appointment by the Suffolk County Executive and confirmed by the Suffolk County Legislator to serve as the Town of Smithtown representative on the Suffolk County Planning Commission in 2010. The Planning Commission has the responsibility under State and County law to review site plans and zoning actions for regionally significant real estate and environmental projects, establish a Comprehensive Plan for Suffolk County, recommend land use and planning polices to Suffolk's Towns and Villages and report annually to the Legislature on the status of the County.

YMCA of Long Island

Corporate Board of Directors, Since 2009

The YMCA of Long Island is a charitable, not-for-profit, community based organization dedicated to improving the quality of life of children, adult and families through programs that build spirit, mind and body.

St. George's Golf & Country Club

1513

Greens and Long-Range Planning Committee Member, Since 2008

This is a 350 member-owned private golf club formed in 1917 on 136 acres in Stony Brook. Duties include supervising all financial, maintenance and planning aspects of the golf course and grounds including preparation of the annual maintenance budget. In 2016 Golf Week Magazine has placed St. George's on the top 100 Classic golf courses in the United States coming in at number 88.

Long Island Real Estate Group (LIREG)

Member, Since 2006

Long Island Real Estate Group is an organization of real estate developers, owners and allied trades who have come together to raise funds for charitable real estate related projects on Long Island.

March of Dimes Commercial Real Estate Board

Member, From 2000 to 2005

March of Dimes researchers, volunteers, educators, outreach workers and advocates work together to give all babies a fighting chance against the threats to their health: prematurity, birth defects and low birth weight through research, community services, education and advocacy to save babies' lives.

Association for a Better Long Island (ABLI)

Member, Since 2001

Protecting orderly growth on Long Island, Members of ABLI assert our intent to promote a deliberate agenda that will protect the region's business base, its role in protecting our collective economic future, the enhancement of the quality of life of every Long island, and the region's role as a competitive force in a global economy.

Commercial Industrial Broker's Society of Long Island (CIBS)

Associate Member, Since 2000

Commercial Industrial Broker's Society of Long Island is the largest commercial brokerage organization on Long Island.

AWARDS RECEIVED

ABLI & CIBS Developer of the Year Award

In 2008 Damianos Realty Group was awarded the prestigious "Developer of the Year" award by the Association for a Better Long Island and the Commercial Industrial Broker Society for the firm's newest construction project located at 100 Hospital Road in Patchogue – a modern medical office building providing much needed services to the local community. John Finn was instrumental in the design and development of this 54,000 square foot state-of-the-art medical building. Just a little over a year after the first shovel hit the ground, John and his team had the building fully leased.

LIBN "40 Under 40"

Member of the Long Island Business News' "40 Under 40" Class of 2008. This organization recognizes outstanding individuals under the age of 40 in the business community on Long Island who distinguish themselves in business, government, education and the not-for-profit sector. They have a proven track record of career success, are involved in mentoring and promoting their profession and find time to give back to their communities.

CoStar Power Broker Award

A multiple recipient of the Top Commercial Real Estate Power Brokers of the Year award from CoStar, the largest commercial real estate information company in the United States, based upon the quantity of transactions concluded during the calendar year.

EDUCATION

B.S. Finance, State University of New York, Old Westbury

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1513

1. Type of Legislation

Resolution __X__ Local Law ____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016 TO REAPPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (JOHN J. FINN)

3. Purpose of Proposed Legislation 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):
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*
Sarah Lansdale Director of Planning		4-29-16

SCIN FORM 175b (10/95)

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

1513

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 1NTERGOVERNMENTAL RELATIONS

1513

MEMORANDUM OF SUPPORT

TITLE OF BILL: TO REAPPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (JOHN J. FINN)

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

SUMMARY OF SPECIFIC PROVISIONS: Reappointment of John J. Finn, currently residing in Smithtown, NY 11787, as a member of the Suffolk County Planning Commission representing the Town of Smithtown, which term will expire on December 31, 2019.

JUSTIFICATION: The term of office for John J. Finn, the member of the Suffolk County Planning Commission representing the Town of Smithtown, expired on December 31, 2015 (Resolution No. 741-2012.)

FISCAL IMPLICATIONS: There is no fiscal impact.

COUNTY OF SUFFOLK

1513

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

April 29, 2016

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

Re: Reso-EDP-Reappointing John J. Finn (Planning Commission)

Dear Mr. Schneider:

Enclosed herewith for your approval is original copy of the proposed resolution with documentation pursuant to:

TO REAPPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (JOHN J. FINN)

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

Very truly yours,

Sarah Lansdale
Director of Planning

cc: Joanne Minieri, Deputy County Executive and Commissioner
Dept. of Economic Development and Planning
CE Reso Review (electronic copy)

1514

Intro. Res. No. -2016 Laid on Table 6/1/2016

Introduced by Presiding Officer, on request of County Executive

RESOLUTION NO. –2016 TO APPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (Samuel Chu)

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

WHEREAS, the term of office for Suffolk County Planning Commission member Ramon F. Accettella, Jr., representing the Town of Babylon, expired on December 31, 2014 (Resolution No. 698-2013); and Ramon F. Accettella, Jr., currently in hold over status, will vacate his position on or about July 1, 2016, as representative for the Town of Babylon; and

WHEREAS, Steven Bellone, the County Executive of Suffolk has appointed Samuel Chu, currently residing in Lindenhurst, NY 11757, as a member of the Suffolk County Planning Commission, representing the Town of Babylon, to fill the vacancy left by Ramon F. Accettella, Jr.; now, therefore be it

1st **RESOLVED**, that Samuel Chu, currently residing in Lindenhurst, NY, 11757 is hereby appointed as a member of the Suffolk County Planning Commission representing the Town of Babylon for the remainder of the vacated term, which will expire on December 31, 2018, pursuant to Section 14-2(A) of the SUFFOLK COUNTY CHARTER.

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1514

Samuel Chu

, Lindenhurst NY
516
contact@

Experience

Vice President of Business Development — January2015 - Present
Powersmith Home Energy Solutions
Copiague, NY

Director of Operations — December2013 - January2015
County Executive's Office
Suffolk County, NY

Commissioner — January2012 – January2015
Department of Labor, Licensing & Consumer Affairs
Suffolk County, NY

Director — October2008 – December2011
Long Island Green Homes Program
Town of Babylon, NY

Deputy Commissioner — October2007 – December2011
Department of Public Works
Town of Babylon, NY

Apprentice & Journeyman Electrician — September1999 – October2007
Local #3, International Brotherhood of Electrical Workers
Flushing, NY

Education & Professional Qualifications

Harry Van Arsdale Jr. School of Labor — 1999-2003
A.S. Labor Studies – 4.0 Cumulative GPA
New York City, NY

National Joint Apprenticeship & Training Committee — 1999-2004
Apprentice & Journeyman Electrician
New York City, NY

Master Electrician — 2005-Present
Multiple Jurisdictions

Professional Service & Affiliations

1514

US Green Building Council Long Island Chapter
Current Chair, Former Vice Chair, Board of Directors
Hauppauge, NY

National Home Performance Council
Former Board of Directors
Washington D.C.

Green for All
Retrofit America's Cities Community of Practice Founding Member
Oakland, CA

Efficiency First NY
Strategic Advisor
New York State

Affordable Comfort Institute
Former National Planning Committee Member
Pittsburgh, PA

New York State Energy Research & Development Authority
Green Jobs, Green NY Implementation Working Group Member
New York State

Good Jobs, Green Jobs Conference
Former Planning Committee Member
Washington D.C.

Suffolk Community College
Pathways to Opportunities Within Energy & Renewables Program Board Member
Suffolk County, NY

Volunteerism

Local #3 Futurian Society 2005-2007
Citizenship & Responsibility Course Instructor
Flushing, NY

Kibbutz Sarid 1995
Volunteer & Volunteer Leader
Sarid, Israel

1514

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law ____ Charter Law ____

2. Title of Proposed Legislation

RESOLUTION NO. -2016 TO APPOINT MEMBER OF SUFFOLK COUNTY PLANNING COMMISSION (SAMUEL CHU)

3. Purpose of Proposed Legislation 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):
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***
Sarah Lansdale Director of Planning		5/2/16

SCIN FORM 175b (10/95)

Neil Toomey

1514

2016 1NTERGOVERNMENTAL RELATIONS

MEMORANDUM OF SUPPORT

TITLE OF BILL: TO APPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (SAMUEL CHU)

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

SUMMARY OF SPECIFIC PROVISIONS: County Executive Steven Bellone has appointed Samuel Chu, currently residing in Lindenhurst, NY 11757, as member of the Suffolk County Planning Commission representing the Town of Babylon, to fill the vacancy left by Ramon F. Accettella, Jr. for the remainder of the vacated term, which term will expire on December 31, 2018.

JUSTIFICATION: The term of office for Ramon F. Accettella, Jr. , member of the Suffolk County Planning Commission representing the Town of Babylon, expired on December 31, 2014 (Reso. No. 698-2013); and Ramon F. Accettella, Jr. currently in hold over status, will vacate his position on or about July 1, 2016.

FISCAL IMPLICATIONS: There is no fiscal impact.

COUNTY OF SUFFOLK

1514

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

May 2, 2016

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

Re: Reso-EDP-Appointing Samuel Chu (Planning Commission)

Dear Mr. Schneider:

Enclosed herewith for your approval is original copy of the proposed resolution with documentation pursuant to:

TO APPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (SAMUEL CHU)

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

Very truly yours,

Sarah Lansdale
Director of Planning

Enclosures

cc: Joanne Minieri, Deputy County Executive and Commissioner
Dept. of Economic Development and Planning
CE Reso Review (electronic copy)

1515

Intro. Res. No. -2016 Laid on Table 6/1/2016

Introduced by Presiding Officer, on request of County Executive

RESOLUTION NO. –2016 TO APPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (Rodney Anderson)

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

WHEREAS, Samuel Chu, a Suffolk County Planning Commission member at large will vacate his position on or about July 1, 2016, which term expires on December 31, 2016, (Resolution No. 98-2015); and

WHEREAS, Steven Bellone, the County Executive of Suffolk has appointed Rodney Anderson, currently residing in Aquebogue, NY, 11931 as an at-large member of the Suffolk County Planning Commission for the remainder of the term formerly held by Samuel Chu, which term will be vacated on or about July 1, 2016; now, therefore be it

1st **RESOLVED**, that Rodney Anderson, currently residing in Aquebogue, NY, 11931 is hereby appointed as an at-large member of the Suffolk County Planning Commission for the remainder of the term, which term will expire December 31, 2018, pursuant to Section 14-2(A) of the SUFFOLK COUNTY CHARTER.

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1515

RODNEY ANDERSON

, AQUEBOGUE, NY 11931

PHONE: 631-

OBJECTIVE: To service the Agriculture Community of Suffolk County by maintaining our status as one of the leading agricultural counties in New York.

EDUCATION:

Delaware Valley College – B.S. Ornamental Horticulture
Suffolk County Community College – Associate Business Degree
Riverhead High School – Graduate

EXPERIENCE:

Anderson Farms – 1997-Present
-Family Business – Wholesale & Retail Operation

Nomad Nurseries – Aquebogue, NY 2000-Present
- Owner – Operator - Small scale ornamental nursery

Environmentals Inc. Cutchogue, NY – 1995-1997
-Container Production & Management

Moon Nurseries, Yardley, PA – 1994-1995
- Container Production – Sales

Bucks County Nurseries, PA – 1993-1994
- Nursery Production

ORGANIZATIONS:

Long Island Farm Bureau – Director 1999-2005
Long Island Farm Bureau - Director 2007-2013
Long Island Farm Bureau - Director 2015- Present

1515

American Farm Bureau Federation
-Young Farmer Representative NE Region – 2004-2006
New York Farm Bureau State Board – LI Representative – 2006
Long Island Farm Bureau Young Farmer Committee – Chair – 2000-2005
Riverhead Farm Select Committee – 2014 – Present

Professional Organizations:

- Long Island Farm Bureau
- American Bamboo Society
- American Conifer Society
- International Plant Prorogation Society

*References available upon request 12/2015

2016 1NTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1515

TITLE OF BILL: TO APPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (RODNEY ANDERSON)

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

SUMMARY OF SPECIFIC PROVISIONS: To appoint Rodney Anderson, currently residing in Aquebogue, NY 11931, as a member at-large of the Suffolk County Planning Commission, for the remainder of the term left by Samuel Chu, which term expires on December 31, 2018 (Resolution 98-2015). Samuel Chu will vacate his position on or about July 1, 2016.

JUSTIFICATION: Samuel Chu will vacate his position as a member at-large of the Suffolk County Planning Commission, which term expires on December 31, 2018 (Reso. No. 98-2015). County Executive Bellone to appoint Rodney Anderson, currently residing in Aquebogue, NY 11931, as a member at-large, to fill this vacancy.

FISCAL IMPLICATIONS: There is no fiscal impact.

COUNTY OF SUFFOLK

1515

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

May 2, 2016

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

Re: Reso-EDP-Appointing Rodney Anderson (Planning Commission)

Dear Mr. Schneider:

Enclosed herewith for your approval is original copy of the proposed resolution with documentation pursuant to:

TO APPOINT MEMBER OF THE SUFFOLK COUNTY PLANNING COMMISSION (RODNEY ANDERSON)

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

Very truly yours,

Sarah Lansdale
Director of Planning

Enclosures

cc: Joanne Minieri, Deputy County Executive and Commissioner
Dept. of Economic Development and Planning
CE Reso Review (electronic copy)

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1515

1. Type of Legislation

Resolution __X__ Local Law ____ Charter Law ____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, TO APPOINT MEMBER OF SUFFOLK COUNTY PLANNING COMMISSION (RODNEY ANDERSON)

3. Purpose of Proposed Legislation 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):
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***
Sarah Lansdale Director of Planning		5/2/14

SCIN FORM 175b (10/95)

Neil Toomey

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

1515

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. 1516-16 Laid on Table 6/1/16
Introduced by Presiding Officer on request of the County Executive

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

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

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

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

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

ADDITION TO CLASSIFICATION AND SALARY PLAN

Spec No.	JC	Position Title	Grade	BU
0986	C	Employee Relations Director (Sheriff's Office)	32	EX

AMENDMENTS TO OPERATING BUDGET

ADDITION

Position No.	Spec No.	JC	Position Title	Grade	BU
01-3110-0108-0002	0986	C	Employee Relations Director (Sheriff's Office)	32	EX

DELETION

Position No.	Spec No.	JC	Position Title	Grade	BU
01-3110-0108-0005	0988	C	Employee Relations Director	30	EX

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; 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.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County
Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1516

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION No._____AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE SHERIFF'S OFFICE: EMPLOYEE RELATIONS DIRECTOR (SHERIFF'S OFFICE)

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 Director of Classification	Cynthia DiStefano	May 2, 2016

SCIN FORM 175b (10/95)

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1516

TITLE OF BILL: A Resolution amending the Suffolk County Classification and Salary Plan in Connection with a new position title in the Sheriff's Office: Employee Relations Director (Sheriff's Office)

PURPOSE OR GENERAL IDEA OF BILL: To provide an appropriate title for the responsibilities inherent in the position in the Sheriff's Office.

SUMMARY OF SPECIFIC PROVISIONS: This Resolution adds the new title of Employee Relations Director (Sheriff's Office) to the County's Classification and Salary Plan and adds an Employee Relations Director (Sheriff's Office) position to the Operating Budget of the Sheriff's Office while simultaneously deleting an Employee Relations Director position.

JUSTIFICATION: A review of the position in the Sheriff's Office determined that responsibilities were greater than those described in the generic Employee Relations Director title and warranted a parenthetic specific to the Sheriff. The critical difference is participation in the negotiation of labor contracts with bargaining units unique to the department and representing the Sheriff in such negotiations and in compulsory interest arbitration hearings. There is no existing title appropriate for a position encompassing all the duties described in the generic Employee Relations Director specification, but going beyond them with the addition of active participation in contract negotiations. This request is for creation of an appropriate title: Employee Relations Director (Sheriff's Office).

FISCAL IMPACT: None

May 2, 2016

EMPLOYEE RELATIONS DIRECTOR (SHERIFF'S OFFICE)

1516

DISTINGUISHING FEATURES OF THE CLASS

An employee in this class is responsible for all labor relations functions for the Sheriff's Office, including participating in the negotiation of employee labor contracts. The incumbent is responsible for programs pertaining to employee benefits and labor relations for multiple collective bargaining agreements. Supervision is exercised over clerical and technical staff. Work is performed under general supervision, and is reviewed by an administrative supervisor through conferences and reports. Does related work as required.

TYPICAL WORK ACTIVITIES

Maintains liaison with employee organizations to ensure harmonious labor/management relations;
Represents the Sheriff in collective bargaining negotiations and compulsory interest arbitration hearings;
Meets with employees and union representatives to resolve grievances;
Coordinates and maintains all necessary paperwork, personnel files and pre-employment investigative files for the hiring or changing of personnel;
Advises employees regarding workers compensation procedures, retirement, health insurance and other benefits of the collective bargaining agreements;
Keeps records on employee benefit programs and labor relations activities;
Serves as liaison with the Internal Affairs Bureau in disciplinary matters;
Serves as the department's Freedom of Information Officer;
Serves as the Sheriff's liaison to the Suffolk County Information Technology Working and Steering Committee;
May serve as a Section 75 Hearing Officer;
Assists in handling purchases of IT materials for the department;
Supervises contractually mandated drug, alcohol and steroid testing for sworn officers;
Prepares written personnel reports for local, State and Federal governments on areas of assignment;
Plans, organizes and supervises the activities of a technical and clerical staff.

FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

Thorough knowledge of the principles and practices of public personnel administration; thorough knowledge of the principles of labor relations and familiarity with labor negotiations; thorough knowledge of the policies and operations of the Sheriff's Office; good knowledge of recent developments, current literature and sources of information in the labor relations field; thorough knowledge of employee benefit programs; ability to analyze and assess present and projected program accomplishments and requirements; ability to establish and maintain effective working relationships within the department; ability to supervise in a manner conducive to full performance and high morale; ability to gather data and prepare reports; ability to express oneself clearly, both orally and in writing; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS

OPEN COMPETITIVE

Either:

(A) Graduation from a college with federally-authorized accreditation or registration by NY State with a Master's Degree in Business or Public Administration, Labor and Industrial Relations or a related field, and four (4) years of experience in personnel administration or labor relations, two (2) years of which must have been in a supervisory or administrative capacity; or,

(B) Graduation from a college with federally-authorized accreditation or registration by NY State with a Bachelor's Degree in Business or Public Administration, Labor and Industrial Relations or a related field, and six (6) years of experience in personnel administration or labor relations, three (3) years of which must have been in a supervisory or administrative capacity; or,

(C) An equivalent combination of education and experience as defined by the limits of (a) and (b).

PROMOTIONAL

One (1) year of permanent competitive status as an Employee Relations Director.

TBD
SUFFOLK COUNTY
Competitive

DRAFT

COUNTY OF SUFFOLK

1516

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF CIVIL SERVICE/HUMAN RESOURCES
WILLIAM J. LINDSAY COUNTY COMPLEX BLDG. 158
P. O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5500
FAX (631) 853-6305

ALAN SCHNEIDER
PERSONNEL DIRECTOR

interoffice memorandum

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

FROM: **Cynthia DiStefano, Director of Classification**

DATE: **May 2, 2016**

RE: **Request for Addition to Classification and Salary Plan**

A draft of a resolution to amend the Classification and Salary Plan to add the title Employee Relations Director (Sheriff's Office) is attached. We have determined that a new title is needed for the position in the Sheriff's Office responsible not only for departmental personnel administrative functions, but for representing the Sheriff and participating in contract negotiations with the bargaining units unique to the Sheriff's Office and in compulsory interest arbitration hearings. The latter activities are beyond the scope of duties expected of a generic Employee Relations Director and serve to set apart this position and support the creation of a new title appropriate for the work performed. This request is for creation of a new title to be used only in the Sheriff's Office.

Please initiate this resolution to add the new title to the Classification and Salary Plan. A draft of our proposed specification is attached for your reference.

An e-mail version of the resolution has been sent to CE RESO REVIEW saved under the title "Reso-Sher-Employee Relations Dir (Sheriff's Office) 5-16."

Attachments

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 516

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2015, AMENDING THE SUFFOLK COUNTY CLASSIFICATION AND SALARY PLAN IN CONNECTION WITH A NEW POSITION TITLE IN THE SHERIFF'S OFFICE: EMPLOYEE RELATIONS DIRECTOR (SHERIFF'S OFFICE)

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

As this position is currently filled, the employee will receive a two grade increase. On an annual basis the cost will be $10,179 without benefits and $12,566 including pension and social security.

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

If this resolution goes into effect 7/1/2016, the five year cost is $45,806 without benefits and $56,547 with benefits. This cost could increase depending on future bargaining agreements or decrease if the current employee is replaced with another employee on a lower step.

8. Proposed Source of Funding

Operating budget

9. Timing of Impact

Effective upon adoption

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Stephanie Rubino Chief Executive Analyst	Stephanie Rubino	May 19, 2016

SCIN FORM 175b (10/95)

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

1516

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

Stephanie Rubio
5/19/16

1517

Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – 2016 – Home Rescue Solutions Limited (SCTM NO. 1000-059.00-10.00-002.000)

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law provides for a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law established and articulates the Agricultural Districts Program, wherein viable agricultural land included within a certified Agricultural District receives certain benefits and protections in order to perpetuate farming; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law was amended in 2003 to include Section 303-B which allows county legislative bodies the opportunity to designate an annual thirty-day period within which a land owner may submit a request for inclusion of land which is predominantly viable agricultural land within an existing certified Agricultural District; and

WHEREAS, Suffolk County does contain Agricultural Districts; and

WHEREAS, Resolution 688-2013 designated March as the thirty-day period starting in 2014 within which a land owner may submit a request for inclusion of land that is predominantly viable agricultural land within a certified Agricultural District; and

WHEREAS, eleven (11) applications totaling 12 parcels of land were received from land owners during the 2016 annual enrollment period; and

WHEREAS, Home Rescue Solutions Limited, the applicant, submitted one (1) parcel for inclusion into an existing certified Agricultural District, as listed in Exhibit "A"; and

WHEREAS, the Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, found that the parcel(s) identified in Exhibit "A" consist of predominately viable agricultural land and that inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the existing certified Agricultural District No. 1; and

1st **RESOLVED**, that this Legislature hereby finds that it is in the best interest of the people of the County of Suffolk to include the parcel(s) identified by Exhibit "A" into the existing certified Agricultural District No. 1, as recommended by the Suffolk County Agricultural and Farmland Protection Board; and be it further

2nd **RESOLVED**, that the inclusion of the parcel(s) identified in Exhibit "A" in existing certified Agricultural District No. 1 is hereby approved, adopted, and referred to the Commissioner of the New York State Department of Agriculture and Markets for review and

certification as required by Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law; and be it further

3rd **RESOLVED**, that the Clerk of the Suffolk County Legislature is hereby directed to submit this resolution including the list of parcel(s) in Exhibit "A", the report of the Suffolk County Agricultural and Farmland Protection Board, the tax map identification numbers, and tax maps for each parcel of land to be included in an Agricultural District to the Commissioner of the New York State Department of Agriculture and Markets; and be it further

4th **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby classifies the proposal as an Unlisted Action under the provisions of Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code; and, be it further

5th **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby finds and determines that the proposal, pursuant to Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code, will not have significant adverse impacts on the environment for the following reasons:

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

2. the proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and Code;

3. the parcels do not appear to suffer from any severe Environmental development constraints (limiting soil properties, a high groundwater table, and/or unmanageable slopes); and, be it further

6th **RESOLVED**, that Suffolk County hereby adopts a determination of non-significance (negative declaration) and the Council of Environmental Quality is hereby directed to circulate and file all necessary notices in accordance with this resolution

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

DATE:

1517

Exhibit A

Parcel(s) Approved for Inclusion in Existing Certified Agricultural District(s)

Tax Map Number	Name	Acres	Agricultural District Number
1000-059.00-10.00-002.000	Home Rescue Solutions Limited	7.9	1
	TOTAL ACRES	**7.9**	

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1517

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – HOME RESCUE SOLUTIONS LIMITED (SCTM # 1000-059.00-10.00-002.000)

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*
Lauretta R. Fischer *Chief Environmental Analyst*		*May 3, 2016*

SCIN FORM 175b (10/95)

Neil Toomey

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

517

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 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1517

TITLE OF BILL (I.R.):

AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – Home Rescue Solutions Limited (SCTM # 1000-059.00-10.00-002.000)

PURPOSE OR GENERAL IDEA OF BILL (I.R.):

To include parcel(s) identified in Exhibit "A" into existing certified Agricultural District(s).

SUMMARY OF SPECIFIC PROVISIONS:

This legislation is being submitted in order to initiate the County Legislative Body's recommendation of parcel(s) identified in Exhibit "A" to the Commissioner of New York State Department of Agriculture and Markets pursuant to Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law.

JUSTIFICATION:

The Suffolk County Agricultural & Farmland Protection Board ("Board") at its April 28, 2016 and May 2, 2016 meetings reviewed landowner requests for the inclusion of land into certified Agricultural Districts during the 2016 Open Enrollment Period of March 1, 2016 to March 31, 2016. At said meetings, the Board reviewed eleven (11) applications and recommended eight (8) out of twelve (12) parcels consisting of predominantly viable agricultural land. The Home Rescue Solutions Limited property was recommended for inclusion into an existing certified Agricultural District as identified in Exhibit "A".

FISCAL IMPLICATIONS:

The proposed legislation will not have a fiscal impact.

COUNTY OF SUFFOLK

1517

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

May 3, 2016

Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg. – 12th Floor
100 Veterans Memorial Hwy.
Hauppauge, New York 11788

Re: Reso-EDP-2016 Agricultural Districts – Home Rescue Solutions Limited (SCTM # 1000-059.00-10.00-002.000)

Dear Mr. Schneider:

Attached for your review and consideration is a proposed Introductory Resolution that would authorize the inclusion of 1 parcel, owned by Home Rescue Solutions Limited, representing 7.9 acres of farmland into an existing certified Agricultural District. The inclusion of parcels is being conducted in accordance with the provisions of Section 303-b of Article 25-AA of the New York State Agriculture and Markets Law, which requires that the County provide property owners with an annual opportunity to request to have their lands included in existing certified Agricultural Districts.

The Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, has determined and recommends that each parcel identified in Exhibit "A" of the enclosed proposed Introductory Resolution consists predominantly of viable agricultural land and that the inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the district.

Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

Enclosures
Resolution
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Asst. Deputy County Executive
Katie Horst, Director of Intergovernmental Relations
Joanne Minieri, Deputy County Executive and Commissioner, EDP
Lauretta R. Fischer, Chief Environmental Analyst
CE Reso Review (electronic copy)

1518

Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – 2016 – THRESHOLD BLUE INC. (SCTM NO. 1000-063.00-02.00-006.002)

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law provides for a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law established and articulates the Agricultural Districts Program, wherein viable agricultural land included within a certified Agricultural District receives certain benefits and protections in order to perpetuate farming; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law was amended in 2003 to include Section 303-B which allows county legislative bodies the opportunity to designate an annual thirty-day period within which a land owner may submit a request for inclusion of land which is predominantly viable agricultural land within an existing certified Agricultural District; and

WHEREAS, Suffolk County does contain Agricultural Districts; and

WHEREAS, Resolution 688-2013 designated March as the thirty-day period starting in 2014 within which a land owner may submit a request for inclusion of land that is predominantly viable agricultural land within a certified Agricultural District; and

WHEREAS, eleven (11) applications totaling 12 parcels of land were received from land owners during the 2016 annual enrollment period; and

WHEREAS, Threshold Blue Inc., the applicant, submitted one (1) parcel for inclusion into an existing certified Agricultural District, as listed in Exhibit "A"; and

WHEREAS, the Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, found that the parcel(s) identified in Exhibit "A" consist of predominately viable agricultural land and that inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the existing certified Agricultural District No. 1; and

1st **RESOLVED**, that this Legislature hereby finds that it is in the best interest of the people of the County of Suffolk to include the parcel(s) identified by Exhibit "A" into the existing certified Agricultural District No. 1, as recommended by the Suffolk County Agricultural and Farmland Protection Board; and be it further

2nd **RESOLVED**, that the inclusion of the parcel(s) identified in Exhibit "A" in existing certified Agricultural District No. 1 is hereby approved, adopted, and referred to the Commissioner of the New York State Department of Agriculture and Markets for review and

certification as required by Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law; and be it further

3rd **RESOLVED**, that the Clerk of the Suffolk County Legislature is hereby directed to submit this resolution including the list of parcel(s) in Exhibit "A", the report of the Suffolk County Agricultural and Farmland Protection Board, the tax map identification numbers, and tax maps for each parcel of land to be included in an Agricultural District to the Commissioner of the New York State Department of Agriculture and Markets; and be it further

4th **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby classifies the proposal as an Unlisted Action under the provisions of Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code; and, be it further

5th **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby finds and determines that the proposal, pursuant to Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code, will not have significant adverse impacts on the environment for the following reasons:

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

2. the proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and Code;

3. the parcels do not appear to suffer from any severe Environmental development constraints (limiting soil properties, a high groundwater table, and/or unmanageable slopes); and, be it further

6th **RESOLVED**, that Suffolk County hereby adopts a determination of non-significance (negative declaration) and the Council of Environmental Quality is hereby directed to circulate and file all necessary notices in accordance with this resolution

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

DATE:

Exhibit A

Parcel(s) Approved for Inclusion in Existing Certified Agricultural District(s)

Tax Map Number	Name	Acres	Agricultural District Number
1000-063.00-02.00-006.002	Threshold Blue Inc.	7.1	1
	TOTAL ACRES	**7.1**	

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1518

1. Type of Legislation

Resolution X Local Law Charter Law

2. Title of Proposed Legislation

AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – THRESHOLD BLUE INC. (SCTM # 1000-063.00-02.00-006.002)

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*
Lauretta R. Fischer ***Chief Environmental Analyst***		***May 3, 2016***

SCIN FORM 175b (10/95)

Neil Bond

2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

1518

	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 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1518

TITLE OF BILL (I.R.):

AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – Threshold Blue Inc. (SCTM # 1000-063.00-02.00-006.002)

PURPOSE OR GENERAL IDEA OF BILL (I.R.):

To include parcel(s) identified in Exhibit "A" into existing certified Agricultural District(s).

SUMMARY OF SPECIFIC PROVISIONS:

This legislation is being submitted in order to initiate the County Legislative Body's recommendation of parcel(s) identified in Exhibit "A" to the Commissioner of New York State Department of Agriculture and Markets pursuant to Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law.

JUSTIFICATION:

The Suffolk County Agricultural & Farmland Protection Board ("Board") at its April 28, 2016 and May 2, 2016 meetings reviewed landowner requests for the inclusion of land into certified Agricultural Districts during the 2016 Open Enrollment Period of March 1, 2016 to March 31, 2016. At said meetings, the Board reviewed eleven (11) applications and recommended eight (8) out of twelve (12) parcels consisting of predominantly viable agricultural land. The Threshold Blue Inc. property was recommended for inclusion into an existing certified Agricultural District as identified in Exhibit "A".

FISCAL IMPLICATIONS:

The proposed legislation will not have a fiscal impact.

COUNTY OF SUFFOLK

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

1518

May 3, 2016

Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg. – 12th Floor
100 Veterans Memorial Hwy.
Hauppauge, New York 11788

Re: Reso-EDP-2016 Agricultural Districts – Threshold Blue Inc.
(SCTM # 1000-063.00-02.00-006.002)

Dear Mr. Schneider:

Attached for your review and consideration is a proposed Introductory Resolution that would authorize the inclusion of 1 parcel, owned by Threshold Blue Inc., representing 7.1 acres of farmland into an existing certified Agricultural District. The inclusion of parcels is being conducted in accordance with the provisions of Section 303-b of Article 25-AA of the New York State Agriculture and Markets Law, which requires that the County provide property owners with an annual opportunity to request to have their lands included in existing certified Agricultural Districts.

The Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, has determined and recommends that each parcel identified in Exhibit "A" of the enclosed proposed Introductory Resolution consists predominantly of viable agricultural land and that the inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the district.

Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

Enclosures
Resolution
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Asst. Deputy County Executive
Katie Horst, Director of Intergovernmental Relations
Joanne Minieri, Deputy County Executive and Commissioner, EDP
Lauretta R. Fischer, Chief Environmental Analyst
CE Reso Review (electronic copy)

1519

Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE DISAPPROVAL OF A NEW PARCEL FOR INCLUSION INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – 2016 – KURT & SUSAN MEYER (SCTM NO. 0802-010.00-04.00-008.000)

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law provides for a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law established and articulates the Agricultural Districts Program, wherein viable agricultural land included within a certified Agricultural District receives certain benefits and protections in order to perpetuate farming; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law was amended in 2003 to include Section 303-B which allows county legislative bodies the opportunity to designate an annual thirty-day period within which a land owner may submit a request for inclusion of land which is predominantly viable agricultural land within an existing certified Agricultural District; and

WHEREAS, Suffolk County does contain Agricultural Districts; and

WHEREAS, Resolution 688-2013 designated March as the thirty-day period starting in 2014 within which a land owner may submit a request for inclusion of land that is predominantly viable agricultural land within a certified Agricultural District; and

WHEREAS, eleven (11) applications totaling 12 parcels of land were received from land owners during the 2016 annual enrollment period; and

WHEREAS, Kurt & Susan Meyer, the applicant, submitted one (1) parcel for inclusion into an existing certified Agricultural District, as listed in Exhibit "A"; and

WHEREAS, the Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, found that the parcel identified in Exhibit "A" does not consist of predominately viable agricultural land and that inclusion of such land would not serve the public interest; and

1st **RESOLVED**, that this Legislature hereby finds that it is in the best interest of the people of the County of Suffolk not to include the parcel(s) identified in Exhibit " A" into existing certified Agricultural District(s), as recommended by the Suffolk County Agricultural and Farmland Protection Board; and be it further

2nd **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby classifies the proposal as an Unlisted Action under the provisions of Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code; and, be it further

3rd **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby finds and determines that the proposal, pursuant to Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code, will not have significant adverse impacts on the environment for the following reasons:

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

2. the proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and Code;

3. the parcels do not appear to suffer from any severe Environmental development constraints (limiting soil properties, a high groundwater table, and/or unmanageable slopes); and, be it further

4th **RESOLVED**, that Suffolk County hereby adopts a determination of non-significance (negative declaration) and the Council of Environmental Quality is hereby directed to circulate and file all necessary notices in accordance with this resolution

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

DATE:

Exhibit A

Parcel(s) Disapproved for Inclusion in Existing Certified Agricultural District(s)

Tax Map Number	Name	Acres
0802-010.00-04.00-008.000	Kurt & Susan Meyer	7.6
	TOTAL ACRES	**7.6**

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1519

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

AUTHORIZING THE DISAPPROVAL OF A NEW PARCEL FOR INCLUSION INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – KURT & SUSAN MEYER (SCTM # 0802-010.00-04.00-008.000)

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*
Lauretta R. Fischer *Chief Environmental Analyst*	[signature]	*May 3, 2016*

SCIN FORM 175b (10/95)

Neil Tomlin

2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1519

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

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1519

TITLE OF BILL (I.R.) :

AUTHORIZING THE DISAPPROVAL OF A NEW PARCEL FOR INCLUSION INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – KURT & SUSAN MEYER (SCTM # 0802-010.00-04.00-008.000)

PURPOSE OR GENERAL IDEA OF BILL (I.R.):

To disapprove and not recommend parcel identified in Exhibit "A" for inclusion into an existing certified Agricultural District.

SUMMARY OF SPECIFIC PROVISIONS:

This legislation is being submitted in order to initiate the County Legislative Body's disapproval recommendation of a parcel identified in Exhibit "A" to the Commissioner of New York State Department of Agriculture and Markets pursuant to Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law.

JUSTIFICATION:

The Suffolk County Agricultural & Farmland Protection Board ("Board") at its April 28, 2016 and May 2, 2016 meetings reviewed landowner requests for the inclusion of land into certified Agricultural Districts during the 2016 Open Enrollment Period of March 1, 2016 to March 31, 2016. At said meetings, the Board reviewed eleven (11) applications and recommended eight (8) out of twelve (12) parcels consisting of predominantly viable agricultural land. The Kurt & Susan Meyer property was not recommended for inclusion into an existing certified Agricultural District as identified in Exhibit "A".

FISCAL IMPLICATIONS:

The proposed legislation will not have a fiscal impact.

COUNTY OF SUFFOLK

1519

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

May 3, 2016

Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg. – 12th Floor
100 Veterans Memorial Hwy.
Hauppauge, New York 11788

Re: Reso-EDP-2016 Agricultural Districts – Kurt & Susan Meyer
(SCTM # 0802-010.00-04.00-008.000)

Dear Mr. Schneider:

Attached for your review and consideration is a proposed Introductory Resolution that would authorize the disapproval of 1 parcel, owned by Kurt & Susan Meyer, representing 7.6 acres of land and to not recommend this parcel for inclusion into an existing certified Agricultural District. The consideration of this parcel is being conducted in accordance with the provisions of Section 303-b of Article 25-AA of the New York State Agriculture and Markets Law, which requires that the County provide property owners with an annual opportunity to request to have their lands included in existing certified Agricultural Districts.

The Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, found that the parcel identified in Exhibit "A" of the enclosed proposed Introductory Resolution does not consist of predominately viable agricultural land and that inclusion of such land would not serve the public interest.

Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

Enclosures
Resolution

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Asst. Deputy County Executive
Katie Horst, Director of Intergovernmental Relations
Joanne Minieri, Deputy County Executive and Commissioner, EDP
Lauretta R. Fischer, Chief Environmental Analyst
CE Reso Review (electronic copy)

1520

Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – 2016 – SOUTH COUNTRY FARMS, LLC (SCTM NO. 0200-976.10-03.00-027.002)

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law provides for a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law established and articulates the Agricultural Districts Program, wherein viable agricultural land included within a certified Agricultural District receives certain benefits and protections in order to perpetuate farming; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law was amended in 2003 to include Section 303-B which allows county legislative bodies the opportunity to designate an annual thirty-day period within which a land owner may submit a request for inclusion of land which is predominantly viable agricultural land within an existing certified Agricultural District; and

WHEREAS, Suffolk County does contain Agricultural Districts; and

WHEREAS, Resolution 688-2013 designated March as the thirty-day period starting in 2014 within which a land owner may submit a request for inclusion of land that is predominantly viable agricultural land within a certified Agricultural District; and

WHEREAS, eleven (11) applications totaling 12 parcels of land were received from land owners during the 2016 annual enrollment period; and

WHEREAS, South Country Farms, LLC, the applicant, submitted one (1) parcel for inclusion into an existing certified Agricultural District, as listed in Exhibit "A"; and

WHEREAS, the Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, found that the parcel(s) identified in Exhibit "A" consist of predominately viable agricultural land and that inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the existing certified Agricultural District No. 3; and

1st **RESOLVED**, that this Legislature hereby finds that it is in the best interest of the people of the County of Suffolk to include the parcel(s) identified by Exhibit "A" into the existing certified Agricultural District No. 3, as recommended by the Suffolk County Agricultural and Farmland Protection Board; and be it further

2nd **RESOLVED**, that the inclusion of the parcel(s) identified in Exhibit "A" in existing certified Agricultural District No. 3 is hereby approved, adopted, and referred to the Commissioner of the New York State Department of Agriculture and Markets for review and

certification as required by Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law; and be it further

3rd **RESOLVED**, that the Clerk of the Suffolk County Legislature is hereby directed to submit this resolution including the list of parcel(s) in Exhibit "A", the report of the Suffolk County Agricultural and Farmland Protection Board, the tax map identification numbers, and tax maps for each parcel of land to be included in an Agricultural District to the Commissioner of the New York State Department of Agriculture and Markets; and be it further

4th **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby classifies the proposal as an Unlisted Action under the provisions of Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code; and, be it further

5th **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby finds and determines that the proposal, pursuant to Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code, will not have significant adverse impacts on the environment for the following reasons:

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

2. the proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and Code;

3. the parcels do not appear to suffer from any severe Environmental development constraints (limiting soil properties, a high groundwater table, and/or unmanageable slopes); and, be it further

6th **RESOLVED**, that Suffolk County hereby adopts a determination of non-significance (negative declaration) and the Council of Environmental Quality is hereby directed to circulate and file all necessary notices in accordance with this resolution

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

DATE:

Exhibit A

Parcel(s) Approved for Inclusion in Existing Certified Agricultural District(s)

Tax Map Number	Name	Acres	Agricultural District Number
0200-976.10-03.00-027.002	South Country Farms, LLC	26.9	3
	TOTAL ACRES	**26.9**	

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1520

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – SOUTH COUNTRY FARMS, LLC (SCTM # 0200-976.10-03.00-027.002)

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*
Lauretta R. Fischer *Chief Environmental Analyst*		*May 3, 2016*

SCIN FORM 175b (10/95)

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

1520

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 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1520

TITLE OF BILL (I.R.):

AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – South Country Farms, LLC (SCTM # 0200-976.10-03.00-027.002)

PURPOSE OR GENERAL IDEA OF BILL (I.R.):

To include parcel(s) identified in Exhibit "A" into existing certified Agricultural District(s).

SUMMARY OF SPECIFIC PROVISIONS:

This legislation is being submitted in order to initiate the County Legislative Body's recommendation of parcel(s) identified in Exhibit "A" to the Commissioner of New York State Department of Agriculture and Markets pursuant to Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law.

JUSTIFICATION:

The Suffolk County Agricultural & Farmland Protection Board ("Board") at its April 28, 2016 and May 2, 2016 meetings reviewed landowner requests for the inclusion of land into certified Agricultural Districts during the 2016 Open Enrollment Period of March 1, 2016 to March 31, 2016. At said meetings, the Board reviewed eleven (11) applications and recommended eight (8) out of twelve (12) parcels consisting of predominantly viable agricultural land. The South Country Farms, LLC property was recommended for inclusion into an existing certified Agricultural District as identified in Exhibit "A".

FISCAL IMPLICATIONS:

The proposed legislation will not have a fiscal impact.

COUNTY OF SUFFOLK

1520

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

May 3, 2016

Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg. – 12th Floor
100 Veterans Memorial Hwy.
Hauppauge, New York 11788

Re: Reso-EDP-2016 Agricultural Districts – South Country Farms, LLC
(SCTM # 0200-976.10-03.00-027.002)

Dear Mr. Schneider:

Attached for your review and consideration is a proposed Introductory Resolution that would authorize the inclusion of 1 parcel, owned by South Country Farms, LLC, representing 26.9 acres of farmland into an existing certified Agricultural District. The inclusion of parcels is being conducted in accordance with the provisions of Section 303-b of Article 25-AA of the New York State Agriculture and Markets Law, which requires that the County provide property owners with an annual opportunity to request to have their lands included in existing certified Agricultural Districts.

The Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, has determined and recommends that each parcel identified in Exhibit "A" of the enclosed proposed Introductory Resolution consists predominantly of viable agricultural land and that the inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the district.

Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

Enclosures
Resolution
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Asst. Deputy County Executive
Katie Horst, Director of Intergovernmental Relations
Joanne Minieri, Deputy County Executive and Commissioner, EDP
Lauretta R. Fischer, Chief Environmental Analyst
CE Reso Review (electronic copy)

1521

Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – 2016 – AGRITURISMO SANNINO, LLC (SCTM NO. 1000-101.00-01.00-014.006)

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law provides for a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law established and articulates the Agricultural Districts Program, wherein viable agricultural land included within a certified Agricultural District receives certain benefits and protections in order to perpetuate farming; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law was amended in 2003 to include Section 303-B which allows county legislative bodies the opportunity to designate an annual thirty-day period within which a land owner may submit a request for inclusion of land which is predominantly viable agricultural land within an existing certified Agricultural District; and

WHEREAS, Suffolk County does contain Agricultural Districts; and

WHEREAS, Resolution 688-2013 designated March as the thirty-day period starting in 2014 within which a land owner may submit a request for inclusion of land that is predominantly viable agricultural land within a certified Agricultural District; and

WHEREAS, eleven (11) applications totaling 12 parcels of land were received from land owners during the 2016 annual enrollment period; and

WHEREAS, Agriturismo Sannino, LLC the applicant, submitted one (1) parcel for inclusion into an existing certified Agricultural District, as listed in Exhibit "A"; and

WHEREAS, the Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, found that the parcel(s) identified in Exhibit "A" consist of predominately viable agricultural land and that inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the existing certified Agricultural District No. 1; and

1st **RESOLVED**, that this Legislature hereby finds that it is in the best interest of the people of the County of Suffolk to include the parcel(s) identified by Exhibit "A" into the existing certified Agricultural District No. 1, as recommended by the Suffolk County Agricultural and Farmland Protection Board; and be it further

2nd **RESOLVED**, that the inclusion of the parcel(s) identified in Exhibit "A" in existing certified Agricultural District No. 1 is hereby approved, adopted, and referred to the Commissioner of the New York State Department of Agriculture and Markets for review and

certification as required by Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law; and be it further

3rd **RESOLVED**, that the Clerk of the Suffolk County Legislature is hereby directed to submit this resolution including the list of parcel(s) in Exhibit "A", the report of the Suffolk County Agricultural and Farmland Protection Board, the tax map identification numbers, and tax maps for each parcel of land to be included in an Agricultural District to the Commissioner of the New York State Department of Agriculture and Markets; and be it further

4th **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby classifies the proposal as an Unlisted Action under the provisions of Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code; and, be it further

5th **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby finds and determines that the proposal, pursuant to Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code, will not have significant adverse impacts on the environment for the following reasons:

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

2. the proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and Code;

3. the parcels do not appear to suffer from any severe Environmental development constraints (limiting soil properties, a high groundwater table, and/or unmanageable slopes); and, be it further

6th **RESOLVED**, that Suffolk County hereby adopts a determination of non-significance (negative declaration) and the Council of Environmental Quality is hereby directed to circulate and file all necessary notices in accordance with this resolution

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

DATE:

Exhibit A

Parcel(s) Approved for Inclusion in Existing Certified Agricultural District(s)

Tax Map Number	Name	Acres	Agricultural District Number
1000-101.00-01.00-014.006	Agriturismo Sannino, LLC	3.7	1
	TOTAL ACRES	**3.7**	

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1521

1. Type of Legislation

Resolution X Local Law Charter Law

2. Title of Proposed Legislation

AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK --AGRITURISMO SANNINO, LLC (SCTM # 1000-101.00-01.00-014.006)

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*
Lauretta R. Fischer *Chief Environmental Analyst*		*May 3, 2016*

SCIN FORM 175b (10/95)

FINANCIAL IMPACT

2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1521

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 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1521

TITLE OF BILL (I.R.):

AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – Agriturismo Sannino, LLC (SCTM # 1000-101.00-01.00-014.006)

PURPOSE OR GENERAL IDEA OF BILL (I.R.):

To include parcel(s) identified in Exhibit "A" into existing certified Agricultural District(s).

SUMMARY OF SPECIFIC PROVISIONS:

This legislation is being submitted in order to initiate the County Legislative Body's recommendation of parcel(s) identified in Exhibit "A" to the Commissioner of New York State Department of Agriculture and Markets pursuant to Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law.

JUSTIFICATION:

The Suffolk County Agricultural & Farmland Protection Board ("Board") at its April 28, 2016 and May 2, 2016 meetings reviewed landowner requests for the inclusion of land into certified Agricultural Districts during the 2016 Open Enrollment Period of March 1, 2016 to March 31, 2016. At said meetings, the Board reviewed eleven (11) applications and recommended eight (8) out of twelve (12) parcels consisting of predominantly viable agricultural land. The Agriturismo Sannino property was recommended for inclusion into an existing certified Agricultural District as identified in Exhibit "A".

FISCAL IMPLICATIONS:

The proposed legislation will not have a fiscal impact.

COUNTY OF SUFFOLK

1521

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

May 3, 2016

Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg. – 12th Floor
100 Veterans Memorial Hwy.
Hauppauge, New York 11788

Re: Reso-EDP-2016 Agricultural Districts – Agriturismo Sannino, LLC
(SCTM # 1000-101.00-01.00-014.006)

Dear Mr. Schneider:

Attached for your review and consideration is a proposed Introductory Resolution that would authorize the inclusion of 1 parcel, owned by Agriturismo Sannino, LLC, representing 3.7 acres of farmland into an existing certified Agricultural District. The inclusion of parcels is being conducted in accordance with the provisions of Section 303-b of Article 25-AA of the New York State Agriculture and Markets Law, which requires that the County provide property owners with an annual opportunity to request to have their lands included in existing certified Agricultural Districts.

The Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, has determined and recommends that each parcel identified in Exhibit "A" of the enclosed proposed Introductory Resolution consists predominantly of viable agricultural land and that the inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the district.

Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

Enclosures
Resolution
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Asst. Deputy County Executive
Katie Horst, Director of Intergovernmental Relations
Joanne Minieri, Deputy County Executive and Commissioner, EDP
Lauretta R. Fischer, Chief Environmental Analyst
CE Reso Review (electronic copy)

1522

Intro. Res. No. -2016

Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – 2016 – MF LK HOLDINGS, LLC (SCTM NO. 0600-021.00-01.00-003.000)

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law provides for a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law established and articulates the Agricultural Districts Program, wherein viable agricultural land included within a certified Agricultural District receives certain benefits and protections in order to perpetuate farming; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law was amended in 2003 to include Section 303-B which allows county legislative bodies the opportunity to designate an annual thirty-day period within which a land owner may submit a request for inclusion of land which is predominantly viable agricultural land within an existing certified Agricultural District; and

WHEREAS, Suffolk County does contain Agricultural Districts; and

WHEREAS, Resolution 688-2013 designated March as the thirty-day period starting in 2014 within which a land owner may submit a request for inclusion of land that is predominantly viable agricultural land within a certified Agricultural District; and

WHEREAS, eleven (11) applications totaling 12 parcels of land were received from land owners during the 2016 annual enrollment period; and

WHEREAS, MF LK Holdings, LLC, the applicant, submitted one (1) parcel for inclusion into an existing certified Agricultural District, as listed in Exhibit "A"; and

WHEREAS, the Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, found that the parcel(s) identified in Exhibit "A" consist of predominately viable agricultural land and that inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the existing certified Agricultural District No. 7; and

1st **RESOLVED**, that this Legislature hereby finds that it is in the best interest of the people of the County of Suffolk to include the parcel(s) identified by Exhibit "A" into the existing certified Agricultural District No. 7, as recommended by the Suffolk County Agricultural and Farmland Protection Board; and be it further

2nd **RESOLVED**, that the inclusion of the parcel(s) identified in Exhibit "A" in existing certified Agricultural District No. 7 is hereby approved, adopted, and referred to the Commissioner of the New York State Department of Agriculture and Markets for review and

certification as required by Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law; and be it further

3rd **RESOLVED**, that the Clerk of the Suffolk County Legislature is hereby directed to submit this resolution including the list of parcel(s) in Exhibit "A", the report of the Suffolk County Agricultural and Farmland Protection Board, the tax map identification numbers, and tax maps for each parcel of land to be included in an Agricultural District to the Commissioner of the New York State Department of Agriculture and Markets; and be it further

4th **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby classifies the proposal as an Unlisted Action under the provisions of Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code; and, be it further

5th **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby finds and determines that the proposal, pursuant to Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code, will not have significant adverse impacts on the environment for the following reasons:

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

2. the proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and Code;

3. the parcels do not appear to suffer from any severe Environmental development constraints (limiting soil properties, a high groundwater table, and/or unmanageable slopes); and, be it further

6th **RESOLVED**, that Suffolk County hereby adopts a determination of non-significance (negative declaration) and the Council of Environmental Quality is hereby directed to circulate and file all necessary notices in accordance with this resolution

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

DATE:

Exhibit A

Parcel(s) Approved for Inclusion in Existing Certified Agricultural District(s)

Tax Map Number	Name	Acres	Agricultural District Number
0600-021.00-01.00-003.000	MK LK Holdings LLC	4.2	7
	TOTAL ACRES	**4.2**	

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1522

1. Type of Legislation

Resolution X Local Law Charter Law

2. Title of Proposed Legislation

AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – MF LK HOLDINGS, LLC (SCTM # 0600-021.00-01.00-003.000)

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*
Lauretta R. Fischer *Chief Environmental Analyst*		*May 3, 2016*

SCIN FORM 175b (10/95)

Neil Toomey

2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

1522

	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 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1522

TITLE OF BILL (I.R.):

AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – MF LK Holdings, LLC (SCTM # 0600-021.00-01.00-003.000)

PURPOSE OR GENERAL IDEA OF BILL (I.R.):

To include parcel(s) identified in Exhibit "A" into existing certified Agricultural District(s).

SUMMARY OF SPECIFIC PROVISIONS:

This legislation is being submitted in order to initiate the County Legislative Body's recommendation of parcel(s) identified in Exhibit "A" to the Commissioner of New York State Department of Agriculture and Markets pursuant to Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law.

JUSTIFICATION:

The Suffolk County Agricultural & Farmland Protection Board ("Board") at its April 28, 2016 and May 2, 2016 meetings reviewed landowner requests for the inclusion of land into certified Agricultural Districts during the 2016 Open Enrollment Period of March 1, 2016 to March 31, 2016. At said meetings, the Board reviewed eleven (11) applications and recommended eight (8) out of twelve (12) parcels consisting of predominantly viable agricultural land. The MF LK Holdings, LLC property was recommended for inclusion into an existing certified Agricultural District as identified in Exhibit "A".

FISCAL IMPLICATIONS:

The proposed legislation will not have a fiscal impact.

COUNTY OF SUFFOLK

1522

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

May 3, 2016

Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg. – 12th Floor
100 Veterans Memorial Hwy.
Hauppauge, New York 11788

Re: Reso-EDP-2016 Agricultural Districts – MF LK Holdings, LLC
(SCTM # 0600-021.00-01.00-003.000)

Dear Mr. Schneider:

Attached for your review and consideration is a proposed Introductory Resolution that would authorize the inclusion of 1 parcel, owned by MF LK Holdings, LLC, representing 4.2 acres of farmland into an existing certified Agricultural District. The inclusion of parcels is being conducted in accordance with the provisions of Section 303-b of Article 25-AA of the New York State Agriculture and Markets Law, which requires that the County provide property owners with an annual opportunity to request to have their lands included in existing certified Agricultural Districts.

The Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, has determined and recommends that each parcel identified in Exhibit "A" of the enclosed proposed Introductory Resolution consists predominantly of viable agricultural land and that the inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the district.

Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

Enclosures
Resolution
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Asst. Deputy County Executive
Katie Horst, Director of Intergovernmental Relations
Joanne Minieri, Deputy County Executive and Commissioner, EDP
Lauretta R. Fischer, Chief Environmental Analyst
CE Reso Review (electronic copy)

1523

Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE DISAPPROVAL OF A NEW PARCEL FOR INCLUSION INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – 2016 – TIMBER GARDENS, LLC (SCTM NO. 0600-066.00-01.00-017.007)

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law provides for a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law established and articulates the Agricultural Districts Program, wherein viable agricultural land included within a certified Agricultural District receives certain benefits and protections in order to perpetuate farming; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law was amended in 2003 to include Section 303-B which allows county legislative bodies the opportunity to designate an annual thirty-day period within which a land owner may submit a request for inclusion of land which is predominantly viable agricultural land within an existing certified Agricultural District; and

WHEREAS, Suffolk County does contain Agricultural Districts; and

WHEREAS, Resolution 688-2013 designated March as the thirty-day period starting in 2014 within which a land owner may submit a request for inclusion of land that is predominantly viable agricultural land within a certified Agricultural District; and

WHEREAS, eleven (11) applications totaling 12 parcels of land were received from land owners during the 2016 annual enrollment period; and

WHEREAS, Timber Gardens, LLC, the applicant, submitted one (1) parcel for inclusion into an existing certified Agricultural District, as listed in Exhibit "A"; and

WHEREAS, the Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, found that the parcel identified in Exhibit "A" does not consist of predominately viable agricultural land and that inclusion of such land would not serve the public interest; and

1st **RESOLVED**, that this Legislature hereby finds that it is in the best interest of the people of the County of Suffolk not to include the parcel(s) identified in Exhibit " A" into existing certified Agricultural District(s), as recommended by the Suffolk County Agricultural and Farmland Protection Board; and be it further

2nd **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby classifies the proposal as an Unlisted Action under the provisions of Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code; and, be it further

3rd **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby finds and determines that the proposal, pursuant to Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code, will not have significant adverse impacts on the environment for the following reasons:

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

2. the proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and Code;

3. the parcels do not appear to suffer from any severe Environmental development constraints (limiting soil properties, a high groundwater table, and/or unmanageable slopes); and, be it further

4th **RESOLVED**, that Suffolk County hereby adopts a determination of non-significance (negative declaration) and the Council of Environmental Quality is hereby directed to circulate and file all necessary notices in accordance with this resolution

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

DATE:

Exhibit A

Parcel(s) Disapproved for Inclusion in Existing Certified Agricultural District(s)

Tax Map Number	Name	Acres
0600-066.00-01.00-017.007	Timber Gardens, LLC	5.8
	TOTAL ACRES	**5.8**

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1523

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

AUTHORIZING THE DISAPPROVAL OF A NEW PARCEL FOR INCLUSION INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – TIMBER GARDENS, LLC (SCTM # 0600-066.00-01.00-017.007)

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*
Lauretta R. Fischer *Chief Environmental Analyst*		*May 3, 2016*

SCIN FORM 175b (10/95)

Neil Tobin

2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1523

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

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1523

TITLE OF BILL (I.R.):

AUTHORIZING THE DISAPPROVAL OF A NEW PARCEL FOR INCLUSION INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – TIMBER GARDENS, LLC (SCTM # 0600-066.00-01.00-017.007)

PURPOSE OR GENERAL IDEA OF BILL (I.R.):

To disapprove and not recommend parcel identified in Exhibit "A" for inclusion into an existing certified Agricultural District.

SUMMARY OF SPECIFIC PROVISIONS:

This legislation is being submitted in order to initiate the County Legislative Body's disapproval recommendation of a parcel identified in Exhibit "A" to the Commissioner of New York State Department of Agriculture and Markets pursuant to Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law.

JUSTIFICATION:

The Suffolk County Agricultural & Farmland Protection Board ("Board") at its April 28, 2016 and May 2, 2016 meetings reviewed landowner requests for the inclusion of land into certified Agricultural Districts during the 2016 Open Enrollment Period of March 1, 2016 to March 31, 2016. At said meetings, the Board reviewed eleven (11) applications and recommended eight (8) out of twelve (12) parcels consisting of predominantly viable agricultural land. The Timber Gardens, LLC property was not recommended for inclusion into an existing certified Agricultural District as identified in Exhibit "A".

FISCAL IMPLICATIONS:

The proposed legislation will not have a fiscal impact.

COUNTY OF SUFFOLK

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

1523

May 3, 2016

Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg. – 12th Floor
100 Veterans Memorial Hwy.
Hauppauge, New York 11788

Re: Reso-EDP-2016 Agricultural Districts – Timber Gardens, LLC
(SCTM # 0600-066.00-01.00-017.007)

Dear Mr. Schneider:

Attached for your review and consideration is a proposed Introductory Resolution that would authorize the disapproval of 1 parcel, owned by Timber Gardens, LLC, representing 5.8 acres of land and to not recommend this parcel for inclusion into an existing certified Agricultural District. The consideration of this parcel is being conducted in accordance with the provisions of Section 303-b of Article 25-AA of the New York State Agriculture and Markets Law, which requires that the County provide property owners with an annual opportunity to request to have their lands included in existing certified Agricultural Districts.

The Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, found that the parcel identified in Exhibit "A" of the enclosed proposed Introductory Resolution does not consist of predominately viable agricultural land and that inclusion of such land would not serve the public interest.

Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

Enclosures
Resolution

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Asst. Deputy County Executive
Katie Horst, Director of Intergovernmental Relations
Joanne Minieri, Deputy County Executive and Commissioner, EDP
Lauretta R. Fischer, Chief Environmental Analyst
CE Reso Review (electronic copy)

1524

Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – 2016 – LAURA MCCARTHY (SCTM NO. 1001-007.00-03.00-019.003)

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law provides for a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law established and articulates the Agricultural Districts Program, wherein viable agricultural land included within a certified Agricultural District receives certain benefits and protections in order to perpetuate farming; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law was amended in 2003 to include Section 303-B which allows county legislative bodies the opportunity to designate an annual thirty-day period within which a land owner may submit a request for inclusion of land which is predominantly viable agricultural land within an existing certified Agricultural District; and

WHEREAS, Suffolk County does contain Agricultural Districts; and

WHEREAS, Resolution 688-2013 designated March as the thirty-day period starting in 2014 within which a land owner may submit a request for inclusion of land that is predominantly viable agricultural land within a certified Agricultural District; and

WHEREAS, eleven (11) applications totaling 12 parcels of land were received from land owners during the 2016 annual enrollment period; and

WHEREAS, Laura McCarthy, the applicant, submitted one (1) parcel for inclusion into an existing certified Agricultural District, as listed in Exhibit "A"; and

WHEREAS, the Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, found that the parcel(s) identified in Exhibit "A" consist of predominately viable agricultural land and that inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the existing certified Agricultural District No. 1; and

1st **RESOLVED**, that this Legislature hereby finds that it is in the best interest of the people of the County of Suffolk to include the parcel(s) identified by Exhibit "A" into the existing certified Agricultural District No. 1, as recommended by the Suffolk County Agricultural and Farmland Protection Board; and be it further

2nd **RESOLVED**, that the inclusion of the parcel(s) identified in Exhibit "A" in existing certified Agricultural District No. 1 is hereby approved, adopted, and referred to the Commissioner of the New York State Department of Agriculture and Markets for review and

certification as required by Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law; and be it further

3rd **RESOLVED**, that the Clerk of the Suffolk County Legislature is hereby directed to submit this resolution including the list of parcel(s) in Exhibit "A", the report of the Suffolk County Agricultural and Farmland Protection Board, the tax map identification numbers, and tax maps for each parcel of land to be included in an Agricultural District to the Commissioner of the New York State Department of Agriculture and Markets; and be it further

4th **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby classifies the proposal as an Unlisted Action under the provisions of Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code; and, be it further

5th **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby finds and determines that the proposal, pursuant to Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code, will not have significant adverse impacts on the environment for the following reasons:

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

2. the proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and Code;

3. the parcels do not appear to suffer from any severe Environmental development constraints (limiting soil properties, a high groundwater table, and/or unmanageable slopes); and, be it further

6th **RESOLVED**, that Suffolk County hereby adopts a determination of non-significance (negative declaration) and the Council of Environmental Quality is hereby directed to circulate and file all necessary notices in accordance with this resolution

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

DATE:

Exhibit A

Parcel(s) Approved for Inclusion in Existing Certified Agricultural District(s)

Tax Map Number	Name	Acres	Agricultural District Number
1001-007.00-03.00-019.003	Laura McCarthy	0.97	1
	TOTAL ACRES	**0.97**	

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1524

1. Type of Legislation

Resolution X Local Law Charter Law

2. Title of Proposed Legislation

AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – LAURA MCCARTHY (SCTM # 1001-007.00-03.00-019.003)

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*
Lauretta R. Fischer *Chief Environmental Analyst*		*May 3, 2016*

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1524

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 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1524

TITLE OF BILL (I.R.):

AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – Laura McCarthy (SCTM # 1001-007.00-03.00-019.003)

PURPOSE OR GENERAL IDEA OF BILL (I.R.):

To include parcel(s) identified in Exhibit "A" into existing certified Agricultural District(s).

SUMMARY OF SPECIFIC PROVISIONS:

This legislation is being submitted in order to initiate the County Legislative Body's recommendation of parcel(s) identified in Exhibit "A" to the Commissioner of New York State Department of Agriculture and Markets pursuant to Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law.

JUSTIFICATION:

The Suffolk County Agricultural & Farmland Protection Board ("Board") at its April 28, 2016 and May 2, 2016 meetings reviewed landowner requests for the inclusion of land into certified Agricultural Districts during the 2016 Open Enrollment Period of March 1, 2016 to March 31, 2016. At said meetings, the Board reviewed eleven (11) applications and recommended eight (8) out of twelve (12) parcels consisting of predominantly viable agricultural land. The Laura McCarthy property was recommended for inclusion into an existing certified Agricultural District as identified in Exhibit "A".

FISCAL IMPLICATIONS:

The proposed legislation will not have a fiscal impact.

COUNTY OF SUFFOLK

1524

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

May 3, 2016

Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg. – 12th Floor
100 Veterans Memorial Hwy.
Hauppauge, New York 11788

Re: Reso-EDP-2016 Agricultural Districts – Laura McCarthy
(SCTM # 1001-007.00-03.00-019.003)

Dear Mr. Schneider:

Attached for your review and consideration is a proposed Introductory Resolution that would authorize the inclusion of 1 parcel, owned by Laura McCarthy, representing 0.97 acres of farmland into an existing certified Agricultural District. The inclusion of parcels is being conducted in accordance with the provisions of Section 303-b of Article 25-AA of the New York State Agriculture and Markets Law, which requires that the County provide property owners with an annual opportunity to request to have their lands included in existing certified Agricultural Districts.

The Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, has determined and recommends that each parcel identified in Exhibit "A" of the enclosed proposed Introductory Resolution consists predominantly of viable agricultural land and that the inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the district.

Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

Enclosures
Resolution
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Asst. Deputy County Executive
Katie Horst, Director of Intergovernmental Relations
Joanne Minieri, Deputy County Executive and Commissioner, EDP
Lauretta R. Fischer, Chief Environmental Analyst
CE Reso Review (electronic copy)

1525

Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – 2016 – MEADOR LAND COMPANY, LLC (SCTM NO. 1000-055.00-01.00-007.000)

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law provides for a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law established and articulates the Agricultural Districts Program, wherein viable agricultural land included within a certified Agricultural District receives certain benefits and protections in order to perpetuate farming; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law was amended in 2003 to include Section 303-B which allows county legislative bodies the opportunity to designate an annual thirty-day period within which a land owner may submit a request for inclusion of land which is predominantly viable agricultural land within an existing certified Agricultural District; and

WHEREAS, Suffolk County does contain Agricultural Districts; and

WHEREAS, Resolution 688-2013 designated March as the thirty-day period starting in 2014 within which a land owner may submit a request for inclusion of land that is predominantly viable agricultural land within a certified Agricultural District; and

WHEREAS, eleven (11) applications totaling 12 parcels of land were received from land owners during the 2016 annual enrollment period; and

WHEREAS, Meador Land Company, LLC, the applicant, submitted one (1) parcel for inclusion into an existing certified Agricultural District, as listed in Exhibit "A"; and

WHEREAS, the Suffolk County Agricultural and Farmland Protection Board, at its meeting held on May 2, 2016, found that the parcel(s) identified in Exhibit "A" consist of predominately viable agricultural land and that inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the existing certified Agricultural District No. 1; and

1st **RESOLVED**, that this Legislature hereby finds that it is in the best interest of the people of the County of Suffolk to include the parcel(s) identified by Exhibit "A" into the existing certified Agricultural District No. 1, as recommended by the Suffolk County Agricultural and Farmland Protection Board; and be it further

2nd **RESOLVED**, that the inclusion of the parcel(s) identified in Exhibit "A" in existing certified Agricultural District No. 1 is hereby approved, adopted, and referred to the Commissioner of the New York State Department of Agriculture and Markets for review and

certification as required by Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law; and be it further

3rd **RESOLVED**, that the Clerk of the Suffolk County Legislature is hereby directed to submit this resolution including the list of parcel(s) in Exhibit "A", the report of the Suffolk County Agricultural and Farmland Protection Board, the tax map identification numbers, and tax maps for each parcel of land to be included in an Agricultural District to the Commissioner of the New York State Department of Agriculture and Markets; and be it further

4th **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby classifies the proposal as an Unlisted Action under the provisions of Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code; and, be it further

5th **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby finds and determines that the proposal, pursuant to Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code, will not have significant adverse impacts on the environment for the following reasons:

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

2. the proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and Code;

3. the parcels do not appear to suffer from any severe Environmental development constraints (limiting soil properties, a high groundwater table, and/or unmanageable slopes); and, be it further

6th **RESOLVED**, that Suffolk County hereby adopts a determination of non-significance (negative declaration) and the Council of Environmental Quality is hereby directed to circulate and file all necessary notices in accordance with this resolution

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

DATE:

Exhibit A

Parcel(s) Approved for Inclusion in Existing Certified Agricultural District(s)

Tax Map Number	Name	Acres	Agricultural District Number
1000-055.00-01.00-007.000	Meador Land Company, LLC	1.0	1
	TOTAL ACRES	**1.0**	

1525

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 INCLUSION OF NEW PARCEL(S) INTO EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK –MEADOR LAND COMPANY, LLC (SCTM # 1000-055.00-01.00-007.000)

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*
Lauretta R. Fischer *Chief Environmental Analyst*		*May 3, 2016*

SCIN FORM 175b (10/95)

Neil Tobin

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

1525

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

1525

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL (I.R.) :

AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – Meador Land Company, LLC (SCTM # 1000-055.00-01.00-007.000)

PURPOSE OR GENERAL IDEA OF BILL (I.R.):

To include parcel(s) identified in Exhibit "A" into existing certified Agricultural District(s).

SUMMARY OF SPECIFIC PROVISIONS:

This legislation is being submitted in order to initiate the County Legislative Body's recommendation of parcel(s) identified in Exhibit "A" to the Commissioner of New York State Department of Agriculture and Markets pursuant to Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law.

JUSTIFICATION:

The Suffolk County Agricultural & Farmland Protection Board ("Board") at its April 28, 2016 and May 2, 2016 meetings reviewed landowner requests for the inclusion of land into certified Agricultural Districts during the 2016 Open Enrollment Period of March 1, 2016 to March 31, 2016. At said meetings, the Board reviewed eleven (11) applications and recommended eight (8) out of twelve (12) parcels consisting of predominantly viable agricultural land. The Meador Land Company, LLC property was recommended for inclusion into an existing certified Agricultural District as identified in Exhibit "A".

FISCAL IMPLICATIONS:

The proposed legislation will not have a fiscal impact.

COUNTY OF SUFFOLK

1525

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

May 3, 2016

Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg. – 12th Floor
100 Veterans Memorial Hwy.
Hauppauge, New York 11788

Re: Reso-EDP-2016 Agricultural Districts – Meador Land Company, LLC
(SCTM # 1000-055.00-01.00-007.000)

Dear Mr. Schneider:

Attached for your review and consideration is a proposed Introductory Resolution that would authorize the inclusion of 1 parcel, owned by Meador Land Company, LLC, representing 1.0 acres of farmland into an existing certified Agricultural District. The inclusion of parcels is being conducted in accordance with the provisions of Section 303-b of Article 25-AA of the New York State Agriculture and Markets Law, which requires that the County provide property owners with an annual opportunity to request to have their lands included in existing certified Agricultural Districts.

The Suffolk County Agricultural and Farmland Protection Board, at its meeting held on May 2, 2016, has determined and recommends that each parcel identified in Exhibit "A" of the enclosed proposed Introductory Resolution consists predominantly of viable agricultural land and that the inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the district.

Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

Enclosures
Resolution
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Asst. Deputy County Executive
Katie Horst, Director of Intergovernmental Relations
Joanne Minieri, Deputy County Executive and Commissioner, EDP
Lauretta R. Fischer, Chief Environmental Analyst
CE Reso Review (electronic copy)

1526

Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – 2016 – SAGAPONACK REALTY, LLC (SCTM NO. 0908-010.00-03.00-001.000)

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law provides for a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law established and articulates the Agricultural Districts Program, wherein viable agricultural land included within a certified Agricultural District receives certain benefits and protections in order to perpetuate farming; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law was amended in 2003 to include Section 303-B which allows county legislative bodies the opportunity to designate an annual thirty-day period within which a land owner may submit a request for inclusion of land which is predominantly viable agricultural land within an existing certified Agricultural District; and

WHEREAS, Suffolk County does contain Agricultural Districts; and

WHEREAS, Resolution 688-2013 designated March as the thirty-day period starting in 2014 within which a land owner may submit a request for inclusion of land that is predominantly viable agricultural land within a certified Agricultural District; and

WHEREAS, eleven (11) applications totaling 12 parcels of land were received from land owners during the 2016 annual enrollment period; and

WHEREAS, Sagaponack Realty, LLC, the applicant, submitted one (1) parcel for inclusion into an existing certified Agricultural District, as listed in Exhibit "A"; and

WHEREAS, the Suffolk County Agricultural and Farmland Protection Board, at its meeting held on May 2, 2016, found that the parcel(s) identified in Exhibit "A" consist of predominately viable agricultural land and that inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the existing certified Agricultural District No. 5; and

1st **RESOLVED**, that this Legislature hereby finds that it is in the best interest of the people of the County of Suffolk to include the parcel(s) identified by Exhibit "A" into the existing certified Agricultural District No. 5, as recommended by the Suffolk County Agricultural and Farmland Protection Board; and be it further

2nd **RESOLVED**, that the inclusion of the parcel(s) identified in Exhibit "A" in existing certified Agricultural District No. 5 is hereby approved, adopted, and referred to the Commissioner of the New York State Department of Agriculture and Markets for review and

certification as required by Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law; and be it further

3rd **RESOLVED**, that the Clerk of the Suffolk County Legislature is hereby directed to submit this resolution including the list of parcel(s) in Exhibit "A", the report of the Suffolk County Agricultural and Farmland Protection Board, the tax map identification numbers, and tax maps for each parcel of land to be included in an Agricultural District to the Commissioner of the New York State Department of Agriculture and Markets; and be it further

4th **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby classifies the proposal as an Unlisted Action under the provisions of Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code; and, be it further

5th **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby finds and determines that the proposal, pursuant to Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code, will not have significant adverse impacts on the environment for the following reasons:

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

2. the proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and Code;

3. the parcels do not appear to suffer from any severe Environmental development constraints (limiting soil properties, a high groundwater table, and/or unmanageable slopes); and, be it further

6th **RESOLVED**, that Suffolk County hereby adopts a determination of non-significance (negative declaration) and the Council of Environmental Quality is hereby directed to circulate and file all necessary notices in accordance with this resolution

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

DATE:

Exhibit A

Parcel(s) Approved for Inclusion in Existing Certified Agricultural District(s)

Tax Map Number	Name	Acres	Agricultural District Number
0908-010.00-03.00-001.000	Sagaponack Realty, LLC	43.5	5
	TOTAL ACRES	**43.5**	

1526

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 INCLUSION OF NEW PARCEL(S) INTO EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – SAGAPONACK REALTY LLC (SCTM # 0908-010.00-03.00-001.000)

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*
Lauretta R. Fischer *Chief Environmental Analyst*		*May 3, 2016*

SCIN FORM 175b (10/95)

Neil Tobin

1526

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL (I.R.):

AUTHORIZING THE INCLUSION OF NEW PARCEL(S) INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – Sagaponack Realty, LLC (SCTM # 0908-010.00-03.00-001.000)

PURPOSE OR GENERAL IDEA OF BILL (I.R.):

To include parcel(s) identified in Exhibit "A" into existing certified Agricultural District(s).

SUMMARY OF SPECIFIC PROVISIONS:

This legislation is being submitted in order to initiate the County Legislative Body's recommendation of parcel(s) identified in Exhibit "A" to the Commissioner of New York State Department of Agriculture and Markets pursuant to Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law.

JUSTIFICATION:

The Suffolk County Agricultural & Farmland Protection Board ("Board") at its April 28, 2016 and May 2, 2016 meetings reviewed landowner requests for the inclusion of land into certified Agricultural Districts during the 2016 Open Enrollment Period of March 1, 2016 to March 31, 2016. At said meetings, the Board reviewed eleven (11) applications and recommended eight (8) out of twelve (12) parcels consisting of predominantly viable agricultural land. The Sagaponack Realty, LLC property was recommended for inclusion into an existing certified Agricultural District as identified in Exhibit "A".

FISCAL IMPLICATIONS:

The proposed legislation will not have a fiscal impact.

COUNTY OF SUFFOLK

1526

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

May 3, 2016

Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg. – 12th Floor
100 Veterans Memorial Hwy.
Hauppauge, New York 11788

Re: Reso-EDP-2016 Agricultural Districts – Sagaponack Realty, LLC
(SCTM # 0908-010.00-03.00-001.000)

Dear Mr. Schneider:

Attached for your review and consideration is a proposed Introductory Resolution that would authorize the inclusion of 1 parcel, owned by Sagaponack Realty, LLC, representing 43.5 acres of farmland into an existing certified Agricultural District. The inclusion of parcels is being conducted in accordance with the provisions of Section 303-b of Article 25-AA of the New York State Agriculture and Markets Law, which requires that the County provide property owners with an annual opportunity to request to have their lands included in existing certified Agricultural Districts.

The Suffolk County Agricultural and Farmland Protection Board, at its meeting held on May 2, 2016, has determined and recommends that each parcel identified in Exhibit "A" of the enclosed proposed Introductory Resolution consists predominantly of viable agricultural land and that the inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the district.

Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

Enclosures
Resolution
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Asst. Deputy County Executive
Katie Horst, Director of Intergovernmental Relations
Joanne Minieri, Deputy County Executive and Commissioner, EDP
Lauretta R. Fischer, Chief Environmental Analyst
CE Reso Review (electronic copy)

1527

Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE DISAPPROVAL OF NEW PARCELS FOR INCLUSION INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – 2016 – PAL O MINE EQUESTRIAN INC. (SCTM NO. 0504-004.00-01.00-019.000, 0504-009.00-01.00-035.000)

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law provides for a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law established and articulates the Agricultural Districts Program, wherein viable agricultural land included within a certified Agricultural District receives certain benefits and protections in order to perpetuate farming; and

WHEREAS, Article 25-AA of the New York State Agriculture and Markets Law was amended in 2003 to include Section 303-B which allows county legislative bodies the opportunity to designate an annual thirty-day period within which a land owner may submit a request for inclusion of land which is predominantly viable agricultural land within an existing certified Agricultural District; and

WHEREAS, Suffolk County does contain Agricultural Districts; and

WHEREAS, Resolution 688-2013 designated March as the thirty-day period starting in 2014 within which a land owner may submit a request for inclusion of land that is predominantly viable agricultural land within a certified Agricultural District; and

WHEREAS, eleven (11) applications totaling 12 parcels of land were received from land owners during the 2016 annual enrollment period; and

WHEREAS, Pal O Mine Equestrian Inc., the applicant, submitted two (2) parcels for inclusion into an existing certified Agricultural District, as listed in Exhibit "A"; and

WHEREAS, the Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, found that the parcels identified in Exhibit "A" do not consist of predominately viable agricultural land and that inclusion of such land would not serve the public interest; and

1st **RESOLVED**, that this Legislature hereby finds that it is in the best interest of the people of the County of Suffolk not to include the parcel(s) identified in Exhibit " A" into existing certified Agricultural District(s), as recommended by the Suffolk County Agricultural and Farmland Protection Board; and be it further

2nd **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby classifies the proposal as an Unlisted Action under the provisions of Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code; and, be it further

3rd **RESOLVED**, that Suffolk County, as SEQRA Lead Agency, hereby finds and determines that the proposal, pursuant to Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code, will not have significant adverse impacts on the environment for the following reasons:

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

2. the proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and Code;

3. the parcels do not appear to suffer from any severe Environmental development constraints (limiting soil properties, a high groundwater table, and/or unmanageable slopes); and, be it further

4th **RESOLVED**, that Suffolk County hereby adopts a determination of non-significance (negative declaration) and the Council of Environmental Quality is hereby directed to circulate and file all necessary notices in accordance with this resolution

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

DATE:

Exhibit A

Parcel(s) Disapproved for Inclusion in Existing Certified Agricultural District(s)

Tax Map Number	Name	Acres
0504-004.00-01.00-019.000	Pal O Mine Equestrian Inc.	1.00
0504-009.00-01.00-035.000	Pal O Mine Equestrian Inc.	0.78
	TOTAL ACRES	**1.78**

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1527

1. Type of Legislation

Resolution X Local Law ___ Charter Law ___

2. Title of Proposed Legislation

AUTHORIZING THE DISAPPROVAL OF NEW PARCELS FOR INCLUSION INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – PAL O MINE EQUESTRIAN INC. (SCTM # 0504-004.00-01.00-019.000, 0504-009.00-01.00-035.000)

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*
Lauretta R. Fischer *Chief Environmental Analyst*		*May 3, 2016*

SCIN FORM 175b (10/95)

2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1527

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

1527

2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL (I.R.) :

AUTHORIZING THE DISAPPROVAL OF NEW PARCELS FOR INCLUSION INTO AN EXISTING CERTIFIED AGRICULTURAL DISTRICT(S) IN THE COUNTY OF SUFFOLK – PAL O MINE EQUESTRIAN INC. (SCTM # 0504-004.00-01.00-019.000, 0504-009.00-01.00-035.000)

PURPOSE OR GENERAL IDEA OF BILL (I.R.):

To disapprove and not recommend parcels identified in Exhibit "A" for inclusion into an existing certified Agricultural District.

SUMMARY OF SPECIFIC PROVISIONS:

This legislation is being submitted in order to initiate the County Legislative Body's disapproval recommendation of parcels identified in Exhibit "A" to the Commissioner of New York State Department of Agriculture and Markets pursuant to Section 303(B)(4) of Article 25-AA of the New York State Agriculture and Markets Law.

JUSTIFICATION:

The Suffolk County Agricultural & Farmland Protection Board ("Board") at its April 28, 2016 and May 2, 2016 meetings reviewed landowner requests for the inclusion of land into certified Agricultural Districts during the 2016 Open Enrollment Period of March 1, 2016 to March 31, 2016. At said meetings, the Board reviewed eleven (11) applications and recommended eight (8) out of twelve (12) parcels consisting of predominantly viable agricultural land. The Pal O Mine Equestrian Inc. property was not recommended for inclusion into an existing certified Agricultural District as identified in Exhibit "A".

FISCAL IMPLICATIONS:

The proposed legislation will not have a fiscal impact.

COUNTY OF SUFFOLK

1527

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Planning
and Environment

May 3, 2016

Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg. – 12th Floor
100 Veterans Memorial Hwy.
Hauppauge, New York 11788

Re: Reso-EDP-2016 Agricultural Districts – Pal O Mine Equestrian Inc.
(SCTM #s 0504-004.00-01.00-019.000, 0504-009.00-01.00-035.000)

Dear Mr. Schneider:

Attached for your review and consideration is a proposed Introductory Resolution that would authorize the disapproval of 2 parcels, owned by Pal O Mine Equestrian Inc., representing 1.78 acres of land and to not recommend this parcel for inclusion into an existing certified Agricultural District. The consideration of these parcels is being conducted in accordance with the provisions of Section 303-b of Article 25-AA of the New York State Agriculture and Markets Law, which requires that the County provide property owners with an annual opportunity to request to have their lands included in existing certified Agricultural Districts.

The Suffolk County Agricultural and Farmland Protection Board, at its meeting held on April 28, 2016, found that the parcels identified in Exhibit "A" of the enclosed proposed Introductory Resolution does not consist of predominately viable agricultural land and that inclusion of such land would not serve the public interest.

Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

Enclosures
Resolution

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Asst. Deputy County Executive
Katie Horst, Director of Intergovernmental Relations
Joanne Minieri, Deputy County Executive and Commissioner, EDP
Lauretta R. Fischer, Chief Environmental Analyst
CE Reso Review (electronic copy)

Introductory Resolution No. 1528-16 Laid on Table 6/1/16

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
CAROL ANN VICKERS
(SCTM NO. 0102-001.00-02.00-090.000)

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 0102, Section 001.00, Block 02.00, Lot 090.000, and acquired by tax deed on December 23, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on December 30, 2015, in Liber 12846, at Page 867, and otherwise known and designated by the Town of Babylon, as District 0102, Section 001.00, Block 02.00, Lot 090.000; 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 December 23, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on December 30, 2015 in Liber 12846 at Page 867.

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, CAROL ANN VICKERS has made application of said above described parcel and CAROL ANN VICKERS has paid the application fee and has paid $1,755.21, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 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 CAROL ANN VICKERS, 150 Martin Place, Babylon, New York 11702, 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 1528

April 19, 2016

Tax Map No.: 0102-001.00-02.00-090.000
Name of Last Legal Fee Owner: CAROL ANN VICKERS

TREASURER'S COMPUTATION	$1,421.34
Taxes.....2015/2016	$326.04
Certified Mail Fees	$7.83
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$1,755.21
Monies Received	$1,755.21
RESOLUTION AMOUNT	$1,755.21

APPROVED:

Annette Brownell 4/20/2016
Accounting
LS:lag

PREPARED BY:
Lori Sklar
Lori Sklar
Redemption Unit
(631) 853-5937

DISTRICT	SECTION	BLOCK	LOT
0102	001.00	02.00	090.000

ITEM #: 0

1528

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

Year	Village	Town	Combined
2013	$ -	$ 432.75	$ 432.75
2014	$ -	$ 451.74	$ 451.74
2015	$ -	$ 416.06	$ 416.06
0	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
0	$ -	$ -	$ -
		TOTAL:	**$ 1,300.55**

B. INTEREST DUE		$53.11
C. TOTAL	$	1,353.66
D. 5% LINE C	$	67.68
SUBTOTAL	**$**	**1,421.34**
E. FEE	0	$ -
F. MISC	2016 Town Taxes	$ 326.04
G. MISC	Mailing Fees	$ 7.83
H. MISC		$ -
TOTAL AMOUNT DUE		**$ 1,755.21**

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.

09-Mar-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

** Interest and penalty computed to and including 09/05/16

tms

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1528

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
CAROL ANN VICKERS
0102-001.00-02.00-090.000

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 | 4/19/16

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

1528

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

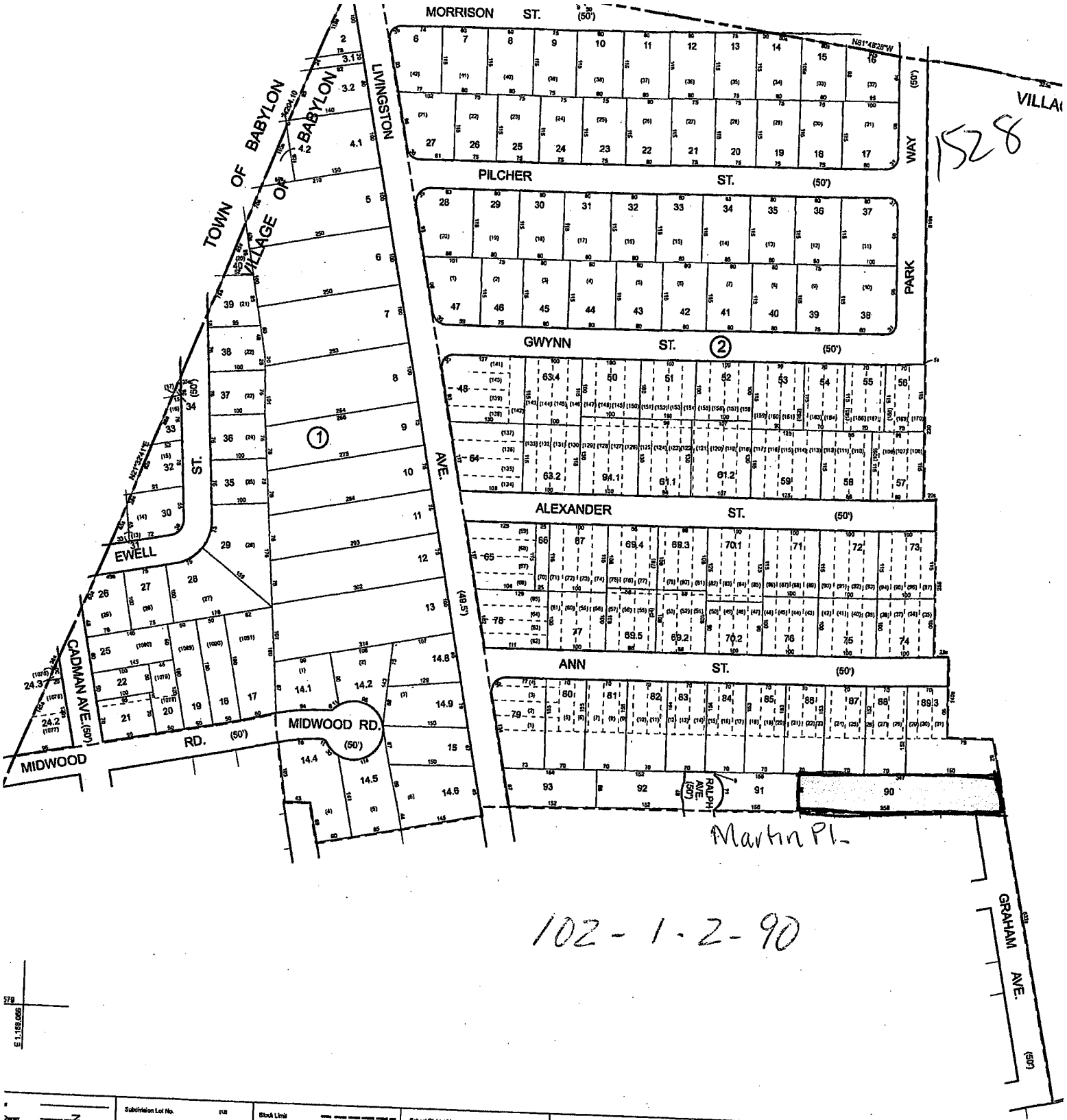
	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

* *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



Subdivision Lot No. (12)	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 1	MAINTENANCE, ALTERATIO
Deed Dimension 62	County Line	Water District Line — W —	Historical District Line — HST —	FIRE B	DISTRIBUTION OF ANY POR
Scaled Dimension 62a	Town Line	Light District Line — L —	Ambulance District Line — A —	LIGHT 55	SUFFOLK COUNTY TAX MAP
Deed Area 12.1 A(d) or 12.1A	Village Line	Park District Line — P —	Wastewater District Line — WW —	PARK	WITHOUT WRITTEN PERMIS
Calculated Area 12.1 A(d)		Sewer District Line — S —		AMBULANCE	REAL PROPERTY TAX SERVI

BABYLON
W. Babylon Sr.HS
Bergen Point County GC
Santapogue Pt
Fleet Pt
Venetian Shores Beach
Green Park
Long Island YC
Sampawam's Pt
Babylon YC
Historical Preservation
Village Hall
Shopping Center
Babylon Sta
Southards Pond
GREAT
1528
B A B Y L O N

COUNTY OF SUFFOLK

1528

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

May 5, 2016

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

Re: Tax Map No. 0102-001.00-02.00-090.000
CAROL ANN VICKERS

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. 1529-16 Laid on Table 6/1/16

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
DIANNE PENDOLFO, AS EXECUTRIX OF THE LAST WILL AND TESTAMENT OF JOSEPH SMALLEY, DECEASED (SCTM NO. 1000-095.00-04.00-018.011)

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 Southold, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 1000, Section 095.00, Block 04.00, Lot 018.011, 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 01, 2015, in Liber 12830, at Page 453, and otherwise known and designated by the Town of Southold, as Lot No. 11, on a certain map entitled "Map of Oregon View Estates", filed in the Office of the Clerk of Suffolk County on April 4, 1975 as Map No. 6241; 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 Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on September 01, 2015 in Liber 12830 at Page 453.

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, DIANNE PENDOLFO, AS EXECUTRIX OF THE LAST WILL AND TESTAMENT OF JOSEPH SMALLEY, deceased has made application of said above described parcel and DIANNE PENDOLFO, AS EXECUTRIX OF THE LAST WILL AND TESTAMENT OF JOSEPH SMALLEY has paid the application fee and will be paying $57,310.01, 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 Dianne Pendolfo, as Executrix of the Last Will and Testament of Joseph Smalley, deceased, 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 1529

April 25, 2016

Tax Map No.: 1000-095.00-04.00-018.011
Name of Last Legal Fee Owner: DIANNE PENDOLFO, AS EXECUTRIX OF THE LAST WILL AND TESTAMENT OF JOSEPH SMALLEY, DECEASED

TREASURER'S COMPUTATION	$50,245.17
Taxes.....2015/2016	$7,058.11
Certified Mail Fees	$6.73
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$57,310.01
Monies to be received	$57,310.01
RESOLUTION AMOUNT	$57,310.01

APPROVED:

Annette Brownell 4/26/2016
Accounting

PREPARED BY:
Peter Belyea
Redemption Unit
(631) 853-5932

PB:lag

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK	LOT
1000	095.00	04.00	018.011

ITEM #: 0

1529

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2011	$	4,389.19
2012	$	12,006.18
2013	$	11,191.88
2014	$	10,427.46
2015	$	7,199.02
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	45,213.73
B. INTEREST DUE	$	2,638.81
C. TOTAL	$	47,852.54
D. 5% LINE C	$	2,392.63
SUBTOTAL	**$**	**50,245.17**
E. FEE 0	$	-
F. MISC MAILING FEES	$	6.73
G. MISC 2015/16 TAXES	$	7,058.11
H. MISC	$	-
TOTAL AMOUNT DUE:	**$**	**57,310.01**

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.

24-Feb-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 08/22/16

ks

1529

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
DIANNE PENDOLFO, AS EXECUTRIX OF THE LAST WILL AND TESTAMENT OF JOSEPH SMALLEY, DECEASED
1000-095.00-04.00-018.011

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 | | 4/25/16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1529

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

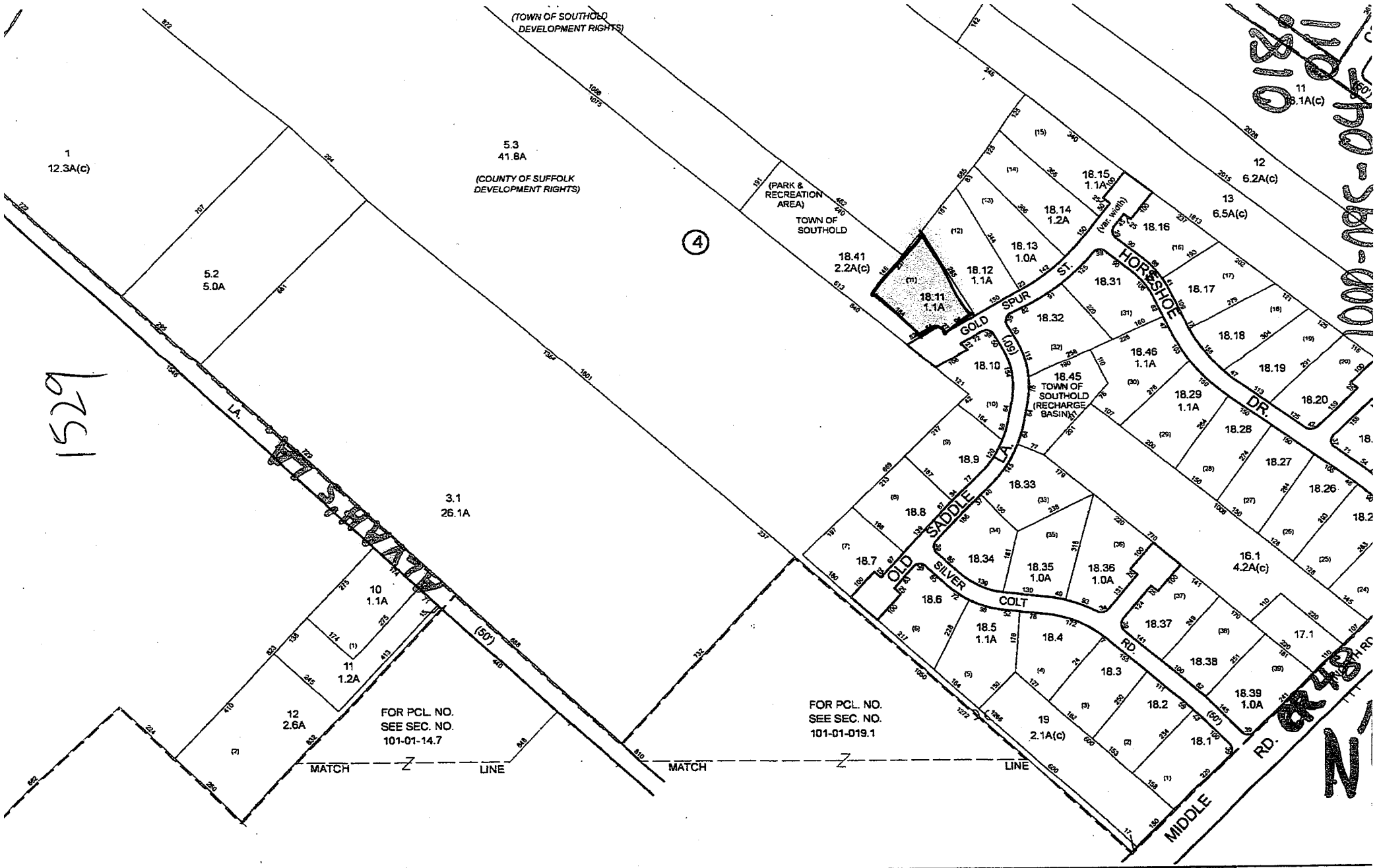
	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

* *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



nt District Line	H		
e District Line	R		
rical District Line	HST		
lance District Line	A		

UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:

SCHOOL	9	SEWER	WWD
FIRE	29.30	HYDRANT	
LIGHT	45.46	WATER	
PARK	90.71	REFUSE	
AMBULANCE		WASTEWATER	

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

082	083	084
094	095	096
100	101	

TOWN OF SOUTHOL

VILLAGE OF

DISTRICT NO. 1000

Suffolk Co. 1529

Joins Map 44

72°32'15" C3 72°31'30" D3 72°30'45" E3 72°30'00" F3

Duck Pond
DIGMAN'S
RD
BRIDGE
SOUND
ISLAND
GLEN
VISTA
CT
BIRCH
LA
DUCK
POND RD
DUCK
POND
RD
RICHIE'S
DR
OREGON
RD
DYLAN'S
TER
COX
MATHEWS LA
ZACKS
DEPOT
ROAD
TUTHILL
LA
ROAD
ALVAH'S
GOLD
SPUR
ST
HORSESHOE
DR
OLD
SADDLE
LA
SILVER
RD
COLT
Bidwell Vineyards
Cem
EVERGREEN
DR
VIEW
AV
OREGON
SOUND
LA
SALTAIRE
WAY
SOUND VIEW
AV
WAVECREST LA
E SIDE
RD
HARBORVIEW
AV
RESVE
INLET VIEW
SEA-AIRE LA
Castello di Borghese Vineyards & Winery
Railroad
Sherwood House Vineyards
ELIJAH'S
OREGON
EAST MATTITUCK
MIDDLE
BRIDLE
CT
LA
HIGHLAND
BRIDLE
CUTCHOGUE
CROWN
RD
SPUR
LANE
SEBASTIAN'S
COVE RD
EAST MILL
ROAD
84
AV
MILL
9
AVENUE
48
TRK
25
SOUTHOLD
Gallucio Family Winery
25
Mattituck
GRAND
AV
GRETON
CT
KNOLLWOOD
LA
GRAND
MAPLE AV
THE ANCHORAGE
THE ANCHORAGE DR
WOODCLIFF
MAY FLOWER
AV
WESTVIEW
DR
BROWER
RD
BLVD
TUTHILL
LA
REBEKAS
RD
JABOS
RD
JEREMIAHS
LA
RACHEL'S
RD
Pellegrini Vineyards
MANOR
HILL
LA
WAGON
LA
ROAD
COUNTRY
CLUB DR
Creek
Long
WICKHAM
MARY'S
CONKLIN
RD
BAYER
AV
FARMER
AV
FREEMAN
RD
MIDDLE
ROAD
Long
LANE
VILLAGE
LA
Mattituck HS
SUNSET LA
MARATOOKA
AZALEA
RD
CARDINAL
MEADOW LA
EASTWARD CT
LOCUST
AV
BLOSSOM
DRIVE
SUFFOLK
Creek
Davis Creek
1952
SILVERLAKE
HOME PIKE
WESTHALIA
RD
MAIDEN
LA
HAMILTON
HILL
ST
RD
NEW
ST
MAPLE
AV
BEEVE
AV
MAIN
Tank Museum
Marratooka Pond
Deep Hole
DEER
DR
CINDY
LA
PAT
LA
MARY
LA
YUNGS
ST
OAK
ST
AV
PINE
ST
SUSAN
RD
HORTON
LIPCO
RD
ROAD
GROVE
ST
PIKE
AVENUE
Mattituck Sta
Cem
PACIFIC
AV
NEW
OLD
CAMP
AIRWAY
MARATOOKA
LUPTON POINT RD
DEEP
HOLE
THERESA
DONNA
DEEP
HOLE
PASTURE
LA
MEADOW
BEACH
DR
HALLS CREEK
DR
WILLIS
DR
BEAN
DR
BEACHWOOD
RD
MIDDLE
48

COUNTY OF SUFFOLK

1529

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

May 5, 2016

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

Re: Tax Map No. 1000-095.00-04.00-018.011
DIANNE PENDOLFO, AS EXECUTRIX OF THE LAST WILL AND TESTAMENT OF JOSEPH SMALLEY, DECEASED

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. 1530-16 Laid on Table 6/1/16

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
ELIZABETH LASTER
(SCTM NO. 0400-098.00-02.00-060.001 and 0400-098.00-02.00-060.002)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Huntington, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0400, Section 098.00, Block 02.00, Lot 060.001 and District 0400, Section 098.00, Block 02.00, Lot 060.002, and acquired by tax deed on October 13, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on October 14, 2015, in Liber 12836, at Page 250, and otherwise known and designated by the Town of Huntington, as Lots 13 and 14, Block C, on a certain map entitled "Map of Hilltop Manor", filed in the Office of the Clerk of Suffolk County on June 4, 1925 as Map No. 209; 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 13, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on October 14, 2015 in Liber 12836 at Page 250.

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, ELIZABETH LASTER has made application of said above described parcel and ELIZABETH LASTER has paid the application fee and has paid $1,614.82, 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 ELIZABETH LASTER, 3 Queens Street, Huntington, NY 11743, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1530

April 25, 2016

Tax Map No.: 0400-098.00-02.00-060.001
0400-098.00-02.00-060.002
Name of Last Legal Fee Owner: ELIZABETH LASTER

TREASURER'S COMPUTATION	$1,088.18
Taxes.....2015/2016	$497.52
Certified Mail Fees	$29.12
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$1,614.82
Monies Received	$1,614.82
RESOLUTION AMOUNT	$1,614.82

APPROVED:

Annette Brown 4/26/2016
Accounting
LS:lag

PREPARED BY:
Lori Sklar
Lori Sklar
Redemption Unit
(631) 853-5937

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK	LOT
0400	098.00	02.00	060.001 1530

ITEM #: 0

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2013	$	261.44
2014	$	230.19
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	491.63
B. INTEREST DUE	$	26.55
C. TOTAL	$	518.18
D. 5% LINE C	$	25.91
SUBTOTAL	**$**	**544.09**
E. FEE 0	$	-
F. MISC MAILING FEES	$	14.56
G. MISC 2015/16 TAXES	$	248.76
H. MISC 0	$	-
TOTAL AMOUNT DUE:	**$**	**807.41**

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.

11-Mar-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 09/07/16

ks

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK	LOT
0400	098.00	02.00	060.002

ITEM #: 0

1530

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2013	$	261.44
2014	$	230.19
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	491.63
B. INTEREST DUE	$	26.55
C. TOTAL	$	518.18
D. 5% LINE C	$	25.91
SUBTOTAL	**$**	**544.09**
E. FEE 0	$	-
F. MISC MAILING FEES	$	14.56
G. MISC 2015/16 TAXES	$	248.76
H. MISC 0	$	-
TOTAL AMOUNT DUE:	**$**	**807.41**

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.

11-Mar-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 09/07/16

ks

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution **X**

1530

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
ELIZABETH LASTER
0400-098.00-02.00-060.001
0400-098.00-02.00-060.002

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes **X** No____

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

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

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

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2016

10. Typed Name & Title of Preparer | Signature of Preparer | Date

Lori Sklar | Lori Sklar | 4/26/16

2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1530

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

1530

CLEARFIELD PL.

VALE

BARTLETT PL.

SUNSET DR.

QUEENS ST.

HILLTOP AVE.

IGHTON ST.

CROOKED HILL RD.

LEWIS CT. (HUNTINGTON BLVD.)

TOWN OF HUNTINGTON (RECHARGE BASIN) 148

N

400- 098-02- 060.001

NOTICE

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

COUNTY OF SUFFOLK ©

Real Property Tax Service Agency

County Center Riverhead, N.Y. 11901

SCALE IN FEET

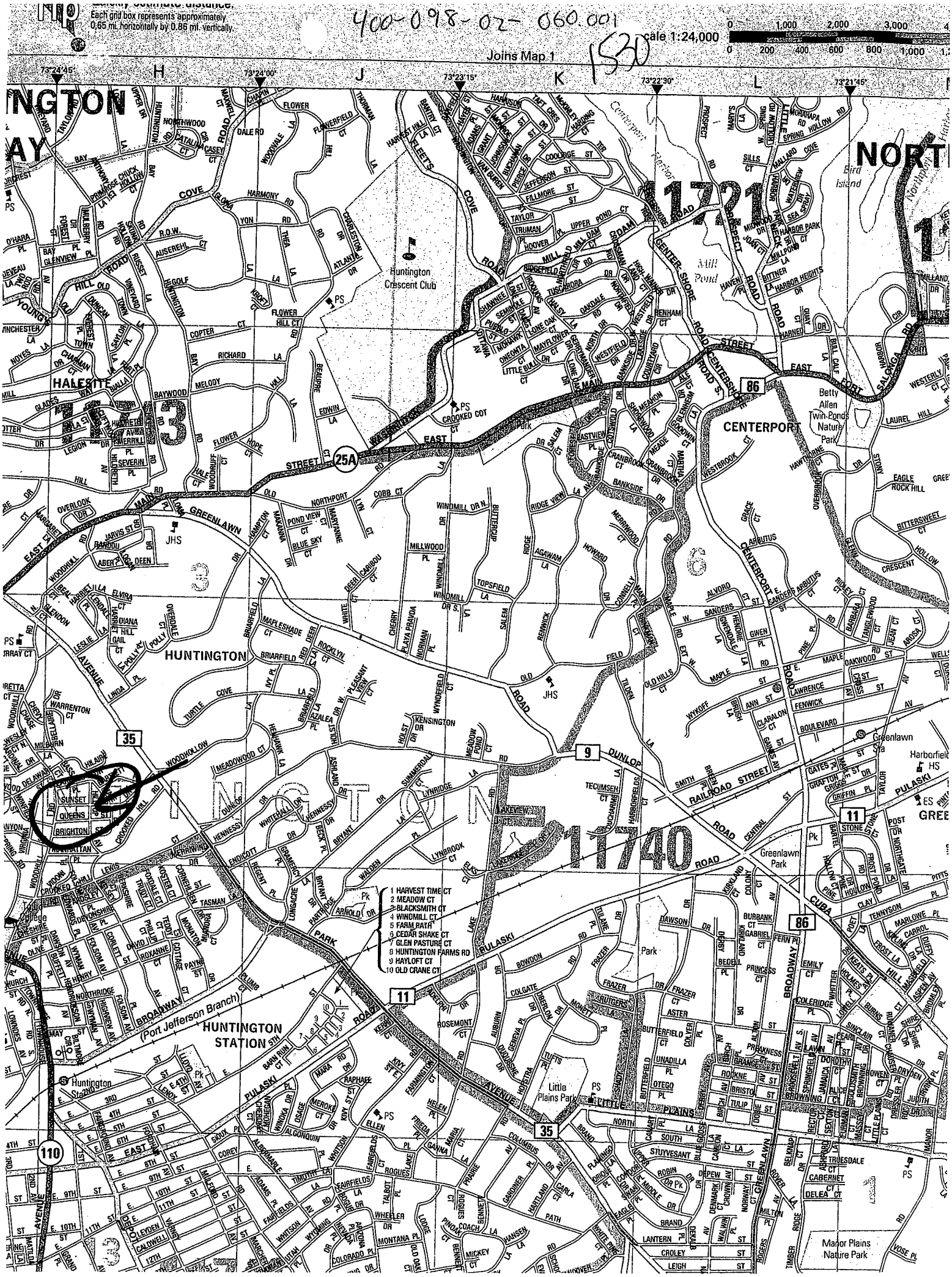
KEY MAP

TOWN OF HUNTINGTON

VILLAGE OF

SECTION NO 98

PROPERTY MAP



Each grid box represents approximately 0.65 mi. horizontally by 0.86 mi. vertically.
400-098-02-060.001
1530
Joins Map 1
cale 1:24,000
0 1,000 2,000 3,000
0 200 400 600 800 1,000
73°24'45"
73°24'00"
73°23'15"
73°22'30"
73°21'45"
11721
11740
Huntington Crescent Club
Mill Pond
Betty Allen Twin Ponds Nature Park
CENTERPORT
HALESITE
HUNTINGTON
HUNTINGTON STATION
(Port Jefferson Branch)
Greenlawn Park
Little Plains Park
Manor Plains Nature Park
Harborfield
Greenlawn Sta
Huntington Sta
1 HARVEST TIME CT
2 MEADOW CT
3 BLACKSMITH CT
4 WINDMILL CT
5 FARM PATH
6 CEDAR SHAKE CT
7 GLEN PASTURE CT
8 HUNTINGTON FARMS RD
9 HAYLOFT CT
10 OLD CRANE CT

COUNTY OF SUFFOLK

1530

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

May 5, 2016

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

Re: Tax Map No. 0400-098.00-02.00-060.001 and 0400-098.00-02.00-060.002
ELIZABETH LASTER

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. 1531-16 Laid on Table 6/1/16

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
RICHARD VETRANO AND MARGARET L. VETRANO, HIS WIFE
(SCTM NO. 0900-232.00-03.00-002.000)

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 Southampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0900, Section 232.00, Block 03.00, Lot 002.000, 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 569, and otherwise known and designated by the Town of Southampton, as Lot No. 36, on a certain map entitled "Map of English Manor Knolls", filed in the Office of the Clerk of Suffolk County on September 14, 1949 as Map No. 1703; 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 569.

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, RICHARD VETRANO AND MARGARET L. VETRANO, HIS WIFE have made application of said above described parcel and RICHARD VETRANO AND MARGARET L. VETRANO, HIS WIFE have paid the application fee and have paid $52,687.40, 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 RICHARD VETRANO AND MARGARET L. VETRANO, HIS WIFE, 608 Montauk Highway, Southampton, NY 11968, 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

1531

May 03, 2016

Tax Map No.: 0900-232.00-03.00-002.000
Name of Last Legal Fee Owner: RICHARD VETRANO AND MARGARET L. VETRANO, HIS WIFE

TREASURER'S COMPUTATION	$46,960.33
Taxes.....2015/2016	$5,704.68
Certified Mail Fees	$22.39
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$52,687.40
Monies Received	$52,687.40
RESOLUTION AMOUNT	$52,687.40

APPROVED:

Annette Brownell 5/31/2016
Accounting
PB:lag

PREPARED BY:

Peter Belyea
Redemption Unit
(631) 853-5932

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK		LOT
0900	232.00	03.00	1531	002.000

ITEM #: 0900-53467300

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2011	$	9,982.37
2012	$	11,777.68
2013	$	7,631.24
2014	$	7,212.49
2015	$	5,656.00
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	42,259.78
B. INTEREST DUE	$	2,464.34
C. TOTAL	$	44,724.12
D. 5% LINE C	$	2,236.21
SUBTOTAL	**$**	**46,960.33**
E. FEE 0	$	-
F. MISC MAILING FEES	$	22.39
G. MISC 2015/16 TAXES	$	5,704.68
H. MISC 0	$	-
TOTAL AMOUNT DUE:	**$**	**52,687.40**

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-Apr-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 10/22/16

ks

1531

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
RICHARD VETRANO AND MARGARET L. VETRANO, HIS WIFE
0900-232.00-03.00-002.000

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 | | 5/3/16

2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER

1531

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

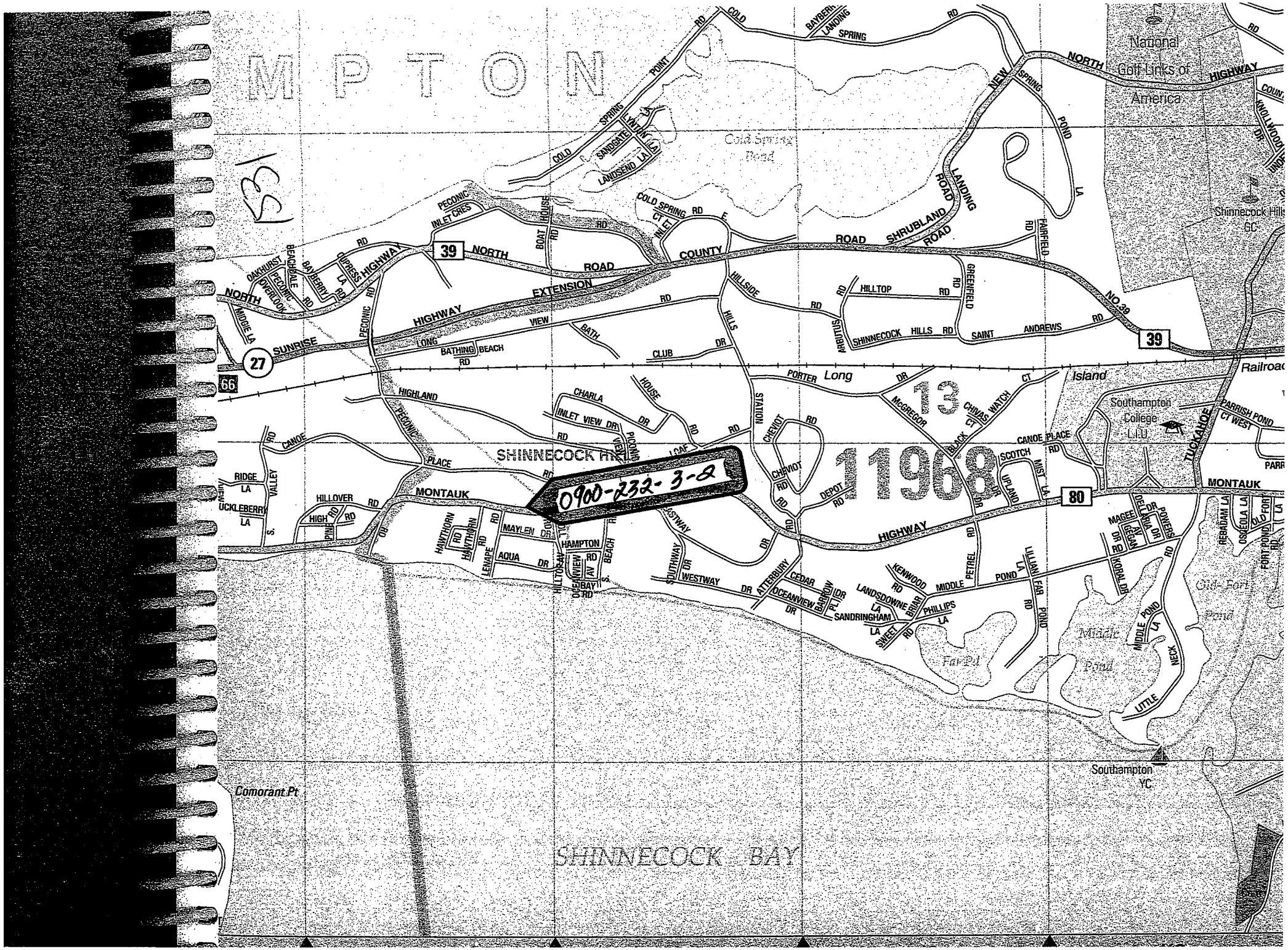
* *The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 property tax levy and is provided for informational purposes only.*

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

HWY.
HAWTHORNE RD.
HAWTHORNE RD.
HAWTHORNE RD.
LENAPE RD.
MAYLEN DR.
AQUA DR.
KNOLL RD.
HILL TOP AVE.
BAY RD.
SCH.D. 13
SCH.D. 5
SCH.D. 5
SCH.D.13
SHINNECOCK
(var. width)
(50')
(20')
(25')
(108)



MPTON
National Golf Links of America
Cold Spring Pond
Shinnecock Hills GC
Southampton College L.I.U.
Southampton YC
Comorant Pt
SHINNECOCK BAY
Long Island Railroad
SHINNECOCK HILLS
MONTAUK HIGHWAY
NORTH SUNRISE HIGHWAY EXTENSION
NORTH ROAD COUNTY ROAD
SHRUBLAND ROAD
NEW LANDING ROAD
NO.39
39
27
66
80
13
11968
0900-232-3-2

COUNTY OF SUFFOLK

1531

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

May 5, 2016

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

Re: Tax Map No. 0900-232.00-03.00-002.000
RICHARD VETRANO AND MARGARET L. VETRANO, HIS WIFE

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc: CE Reso Review (e-copy)

Introductory Resolution No. 1532-16 Laid on Table 6/1/16

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
ANTHONY EMANUELE
(SCTM NO. 0800-018.00-04.00-021.000)

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 Smithtown, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0800, Section 018.00, Block 04.00, Lot 021.000, and acquired by tax deed on October 13, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on October 14, 2016, in Liber 12836, at Page 253, and otherwise known and designated by the Town of Smithtown, as Part of Lots 11, 12 and 13, Block 3, on a certain map entitled "Map of Property of Rapallo Realty Co.", filed in the Office of the Clerk of Suffolk County on November 29, 1926 as Map No. 117; 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 13, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on October 14, 2016 in Liber 12836 at Page 253.

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, ANTHONY EMANUELE has made application of said above described parcel and ANTHONY EMANUELE has paid the application fee and has paid $1,065.17, 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 ANTHONY EMANUELE, 1 Oak Street, Smithtown, NY 11787, 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

1532

May 05, 2016

Tax Map No.: 0800-018.00-04.00-021.000
Name of Last Legal Fee Owner: ANTHONY EMANUELE

TREASURER'S COMPUTATION	$852.26
Taxes.....2015/2016	$205.08
Certified Mail Fees	$7.83
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$1,065.17
Monies Received	$1,065.17
RESOLUTION AMOUNT	$1,065.17

APPROVED:

5/5/2016
Accounting
PB:lag

PREPARED BY:
Peter Belyea
Redemption Unit
(631) 853-5932

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK	LOT
0800	018.00	04.00	021.000

ITEM #: 0

1532

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2013	$	278.45
2014	$	290.85
2015	$	201.07
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	770.37
B. INTEREST DUE	$	41.31
C. TOTAL	$	811.68
D. 5% LINE C	$	40.58
SUBTOTAL	**$**	**852.26**
E. FEE 0	$	-
F. MISC 2016 Town Tax	$	205.08
G. MISC Mailing Fees	$	7.83
H. MISC 0	$	-
TOTAL AMOUNT DUE:	**$**	**1,065.17**

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.

09-Mar-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 09/05/16

TMS

1532

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
ANTHONY EMANUELE
0800-018.00-04.00-021.000

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 | | 5/5/16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1532

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.*

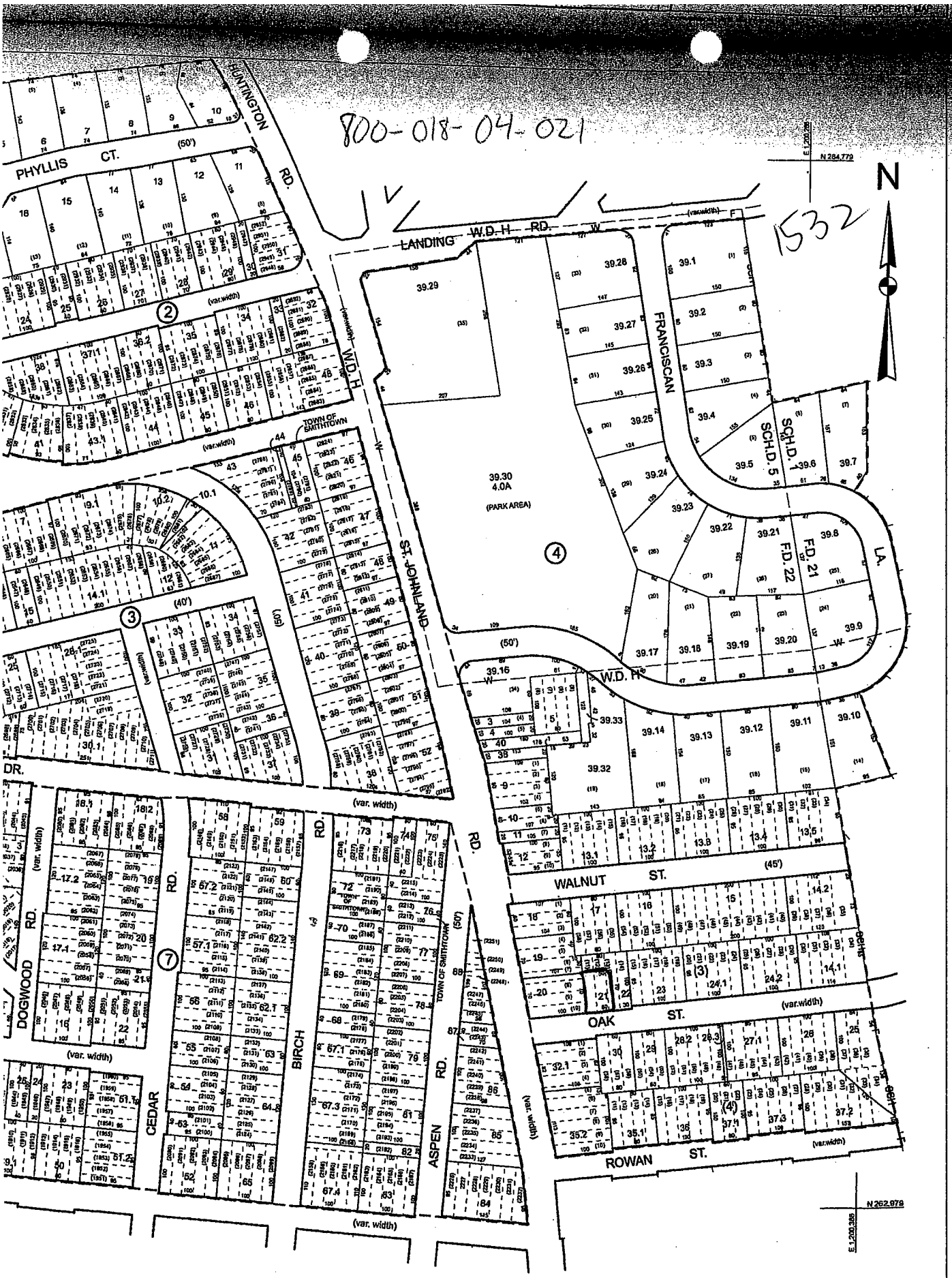
NOTES:

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

800-018-04-021

1532



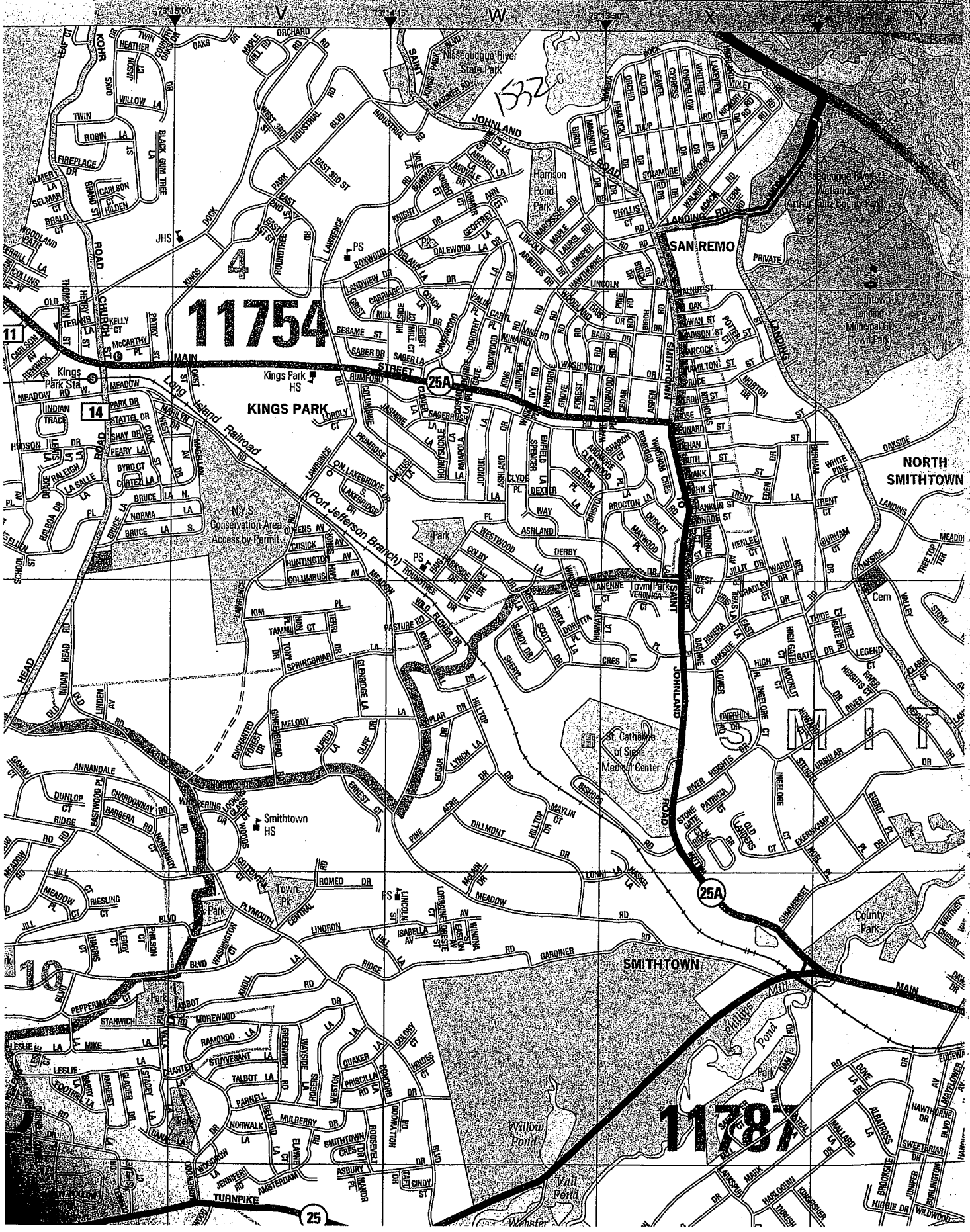
NOTICE	COUNTY OF SUFFOLK © Real Property Tax Service Agency	KEY MAP	TOWN OF SMITHTOWN	SECTION NO
MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.	County Center Riverhead, N Y 11901 SCALE IN FEET: 100 0 100 200	019 017 018 022 031 032 035	VILLAGE OF	18
			DISTRICT NO. 0800	PROPERTY MAP

CONVERSION DATE: Apr 06, 2012

800-014-04-024

Suffolk Co.

Joins Map 13



COUNTY OF SUFFOLK

1532

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

May 9, 2016

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

Re: Tax Map No. 0800-018.00-04.00-021.000
ANTHONY EMANUELE

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. 1533-16 Laid on Table 6/1/16

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
ERIC W. BALDWIN, AS TO A ⅓ INTEREST ACQUIRED BY DEED IN LIBER 12858, PAGE 703, LANNIE RICE, AS TO ⅓ INTEREST ACQUIRED AS HEIR OF MACIE RICE AND BROWNIE RICE, AS TO ⅓ INTEREST ACQUIRED AS HEIR OF MACIE RICE
(SCTM NO. 0200-606.00-02.00-025.000)

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 606.00, Block 02.00, Lot 025.000, and acquired by tax deed on November 10, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 20, 2014, in Liber 12796, at Page 898, and otherwise known and designated by the Town of Brookhaven, as District 0200, Section 606.00, Block 02.00, Lot 025.000; 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 November 10, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 20, 2014 in Liber 12796 at Page 898.

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, ERIC W. BALDWIN, AS TO A ⅓ INTEREST ACQUIRED BY DEED IN LIBER 12858, PAGE 703, LANNIE RICE, AS TO ⅓ INTEREST ACQUIRED AS HEIR OF MACIE RICE AND BROWNIE RICE, AS TO ⅓ INTEREST ACQUIRED AS HEIR OF MACIE RICE have made application of said above described parcel and ERIC W. BALDWIN, AS TO A ⅓ INTEREST ACQUIRED BY DEED IN LIBER 12858, PAGE 703, LANNIE RICE, AS TO ⅓ INTEREST ACQUIRED AS HEIR OF MACIE RICE AND BROWNIE RICE, AS TO ⅓ INTEREST ACQUIRED AS HEIR OF MACIE RICE have paid the application fee and have paid $43,802.97, 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 ERIC W. BALDWIN, AS TO A ⅓ INTEREST ACQUIRED BY DEED IN LIBER 12858, PAGE 703, LANNIE RICE, AS TO ⅓ INTEREST ACQUIRED AS HEIR OF MACIE RICE AND BROWNIE RICE, AS TO ⅓ INTEREST ACQUIRED AS HEIR OF MACIE RICE, P.O. Box 2078, 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: _____

1533

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

May 05, 2016

Tax Map No.: 0200-606.00-02.00-025.000
Name of Last Legal Fee Owner: ERIC W. BALDWIN, AS TO A ⅓ INTEREST ACQUIRED BY DEED IN LIBER 12858, PAGE 703, LANNIE RICE, AS TO ⅓ INTEREST ACQUIRED AS HEIR OF MACIE RICE AND BROWNIE RICE, AS TO ⅓ INTEREST ACQUIRED AS HEIR OF MACIE RICE

TREASURER'S COMPUTATION	$40,820.20
Taxes.....2015/2016	$2,976.04
Certified Mail Fees	$6.73
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$43,802.97
Monies Received	$43,802.97
RESOLUTION AMOUNT	$43,802.97

APPROVED:

Accounting
PB:lag

PREPARED BY:

Peter Belyea
Redemption Unit
(631) 853-5932

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK	LOT
0200	606.00	02.00	025.000

ITEM #: 0200-8208680

1533

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2010	$	5,897.62
2011	$	9,368.40
2012	$	5,708.53
2013	$	5,278.77
2014	$	4,563.06
2015	$	4,233.59
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	35,049.97
B. INTEREST DUE	$	3,826.41
C. TOTAL	$	38,876.38
D. 5% LINE C	$	1,943.82
SUBTOTAL	**$**	**40,820.20**
E. FEE 0	$	-
F. MISC MAILING FEES	$	6.73
G. MISC 2015/16 TAXES	$	2,976.04
H. MISC 0	$	-
TOTAL AMOUNT DUE:	**$**	**43,802.97**

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.

19-Apr-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 10/16/16

ks

1533

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
ERIC W. BALDWIN, AS TO A ⅓ INTEREST ACQUIRED BY DEED IN LIBER 12858, PAGE 703, LANNIE RICE, AS TO ⅓ INTEREST ACQUIRED AS HEIR OF MACIE RICE AND BROWNIE RICE, AS TO ⅓ INTEREST ACQUIRED AS HEIR OF MACIE RICE 0200-606.00-02.00-025.000

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 | Peter Belyea | 5/5/16

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

GENERAL FUND 1533

	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

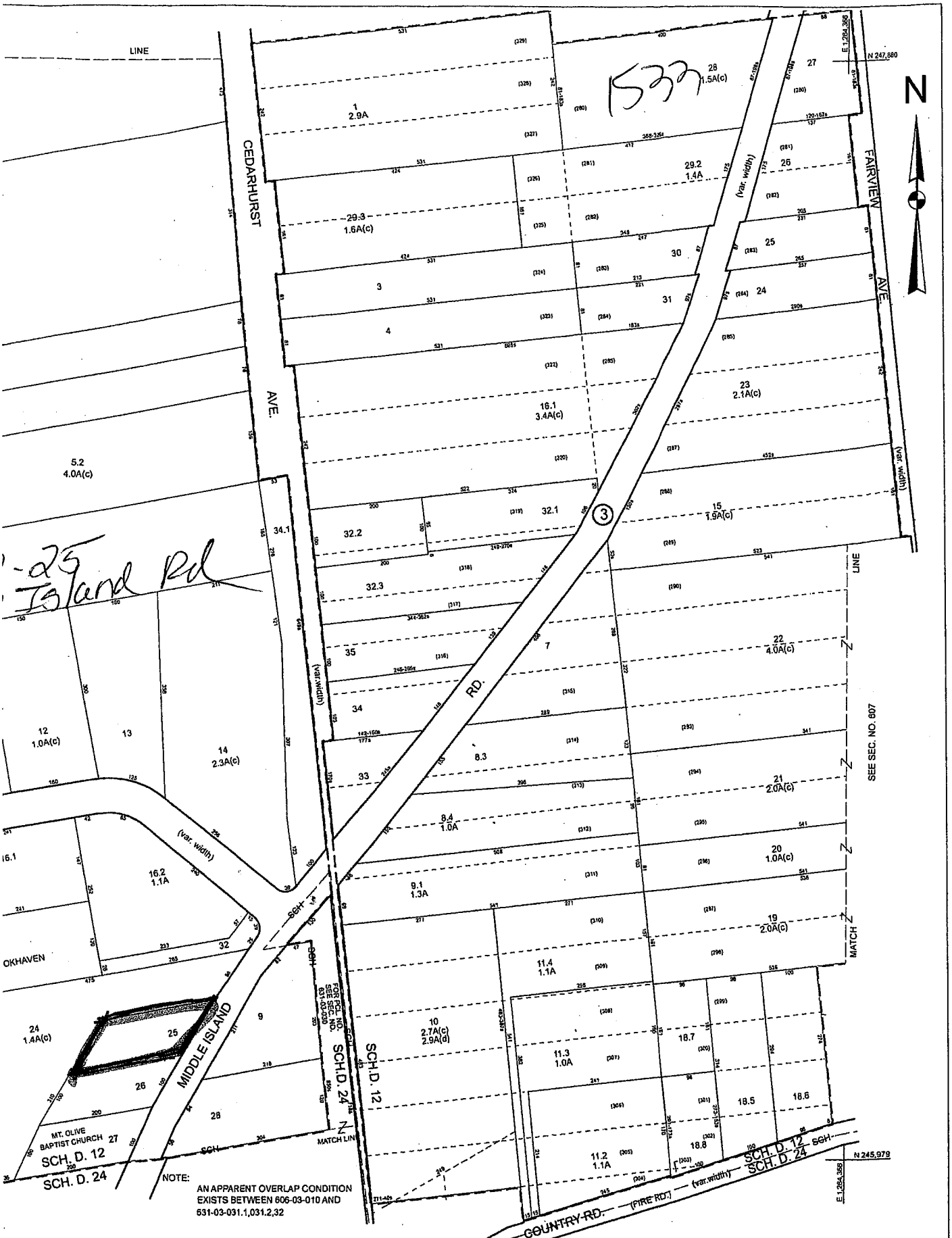
	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

** 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.

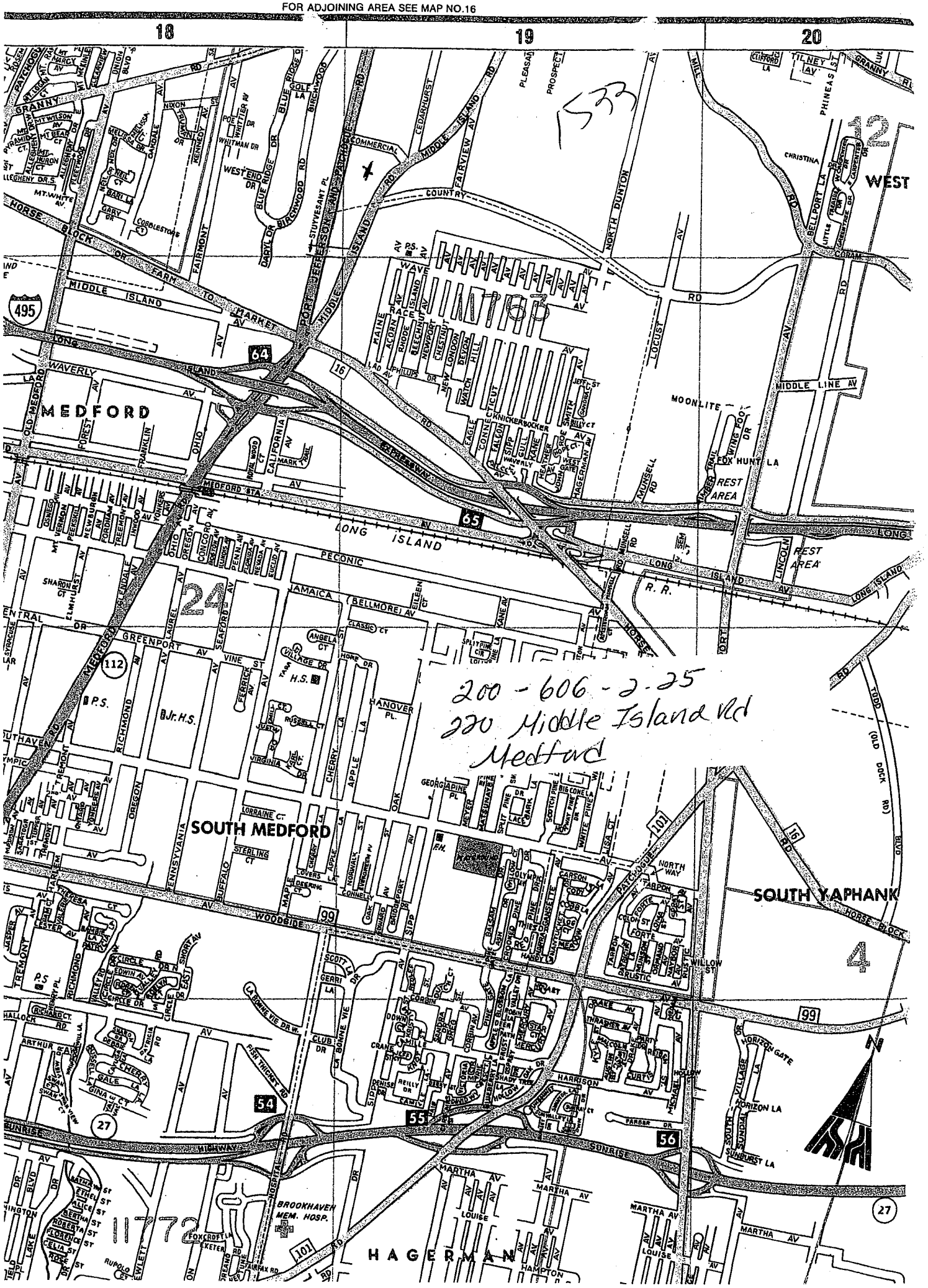
To be completed by the Executive Budget Office



NOTE:
AN APPARENT OVERLAP CONDITION EXISTS BETWEEN 606-03-010 AND 631-03-031.1,031.2,32

NOTICE	COUNTY OF SUFFOLK © Real Property Tax Service Agency	KEY MAP	573	574	575	TOWN OF BROOKHAVEN	SECTION NO
MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THIS MAP COLLIDES WITH THE MAP IS PROHIBITED	County Center Riverhead, N.Y. 11901		606	606	607	VILLAGE OF	606

FOR ADJOINING AREA SEE MAP NO.16



200 - 606 - 2 - 25
220 Middle Island Rd
Medford

COUNTY OF SUFFOLK

1533

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

May 9, 2016

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

Re: Tax Map No. 0200-606.00-02.00-025.000
ERIC W. BALDWIN, AS TO A ⅓ INTEREST ACQUIRED BY DEED IN LIBER 12858, PAGE 703, LANNIE RICE, AS TO ⅓ INTEREST ACQUIRED AS HEIR OF MACIE RICE AND BROWNIE RICE, AS TO ⅓ INTEREST ACQUIRED AS HEIR OF MACIE RICE

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. 1534-16 Laid on Table 6/1/16

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
JAMES LASCALIA AND JOANNE LASCALIA, HIS WIFE
(SCTM NO. 0200-029.00-05.00-025.001)

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 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 029.00, Block 05.00, Lot 025.001, and acquired by tax deed on January 24, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 28, 2014, in Liber 12761, at Page 732, and otherwise known and designated by the Town of Brookhaven, as Lots 7455, 7456 and 7457, on a certain map entitled "Fourth Map of Sound Beach, Section A", filed in the Office of the Clerk of Suffolk County on June 25, 1929 as Map No. 663; 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 January 24, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 28, 2014 in Liber 12761 at Page 732.

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, BANK OF AMERICA, N.A. has made application of said above described parcel and BANK OF AMERICA, N.A. has paid the application fee and has paid $56,820.52, 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 JAMES LASCALIA AND JOANNE LASCALIA, HIS WIFE, 14 Baldwin Road, Sound Beach, NY 11789, 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

1534

May 06, 2016

Tax Map No.: 0200-029.00-05.00-025.001
Name of Last Legal Fee Owner: JAMES LASCALIA AND JOANNE LASCALIA, HIS WIFE

TREASURER'S COMPUTATION	$52,289.94
Taxes.....2015/2016	$4,433.91
Certified Mail Fees	$96.67
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$56,820.52
Monies Received	$56,820.52
RESOLUTION AMOUNT	$56,820.52

APPROVED:

Annette Brownell
Accounting
PB:lag

PREPARED BY:

Peter Belyea
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK	LOT
0200	029.00	05.00	025.001

ITEM #: 0200-1402741

1534

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2010	$	8,577.36
2011	$	8,405.62
2012	$	7,909.73
2013	$	7,286.60
2014	$	6,045.88
2015	$	5,192.09
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	43,417.28
B. INTEREST DUE	$	6,382.67
C. TOTAL	$	49,799.95
D. 5% LINE C	$	2,490.00
SUBTOTAL	**$**	**52,289.94** (.01)
E. FEE 0	$	-
F. MISC MAILING FEES	$	96.67
G. MISC 2015/16 TAXES	$	4,433.91
H. MISC 0	$	-
TOTAL AMOUNT DUE:	**$**	**56,820.52**

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-Apr-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 10/11/16

ks

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1534

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
   JAMES LASCALIA AND JOANNE LASCALIA, HIS WIFE
   0200-029.00-05.00-025.001

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 | [signature] | 5/6/16

2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1534

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

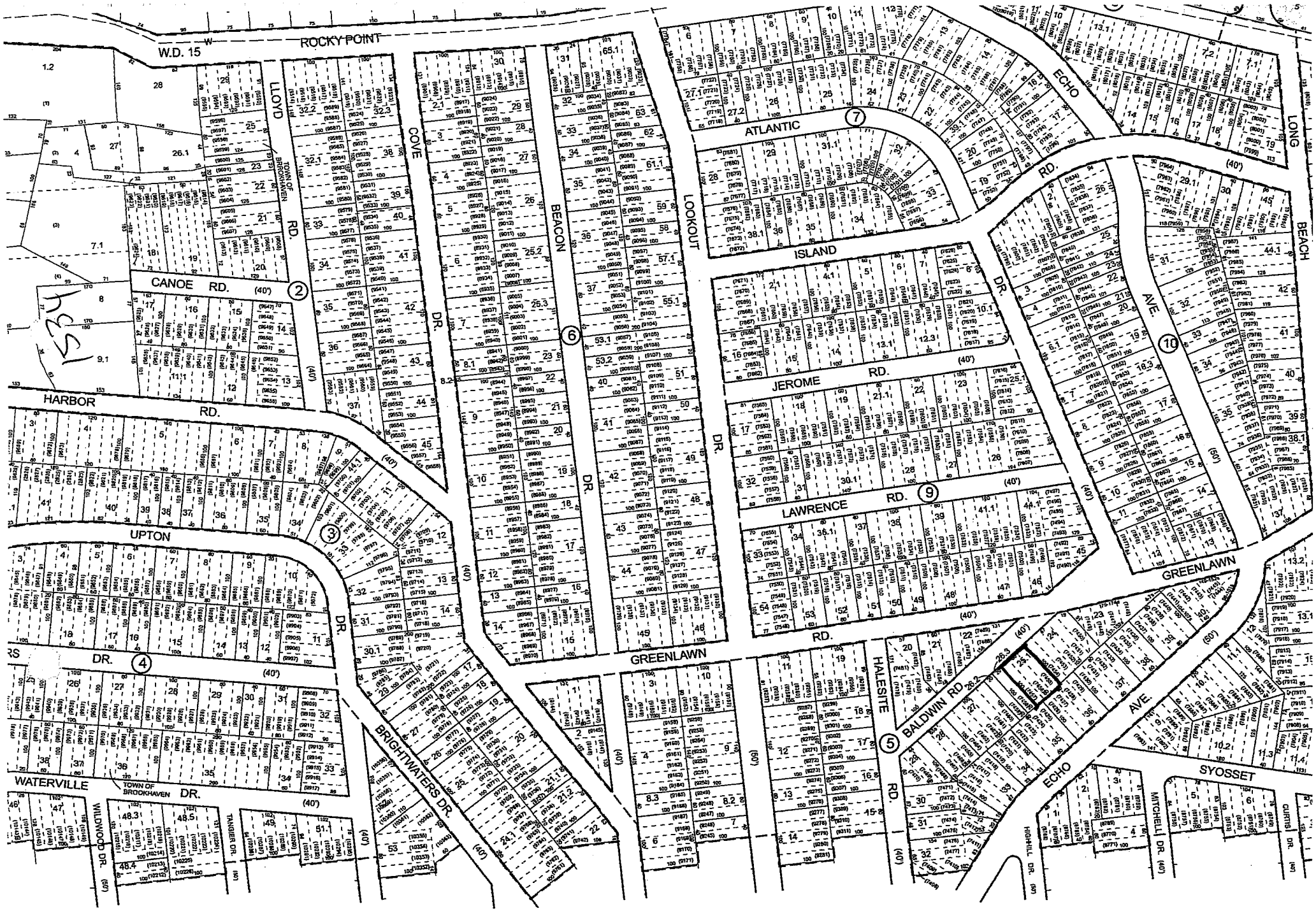
	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

** 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



Block Line		School District Line	SCH	Hydrant District Line	H
Block No.	2	Fire District Line	F	Refuse District Line	R
County Line		Water District Line	W	Historical District Line	HST
Town Line		Light District Line	L	Ambulance District Line	A
Village Line		Park District Line	P	Wastewater District Line	WW

UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:

SCHOOL	8	SEWER	
FIRE	FH1,FH2	HYDRANT	
LIGHT	LX1	WATER	15
PARK		REFUSE	
AMBULANCE		WASTEWATER	

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.

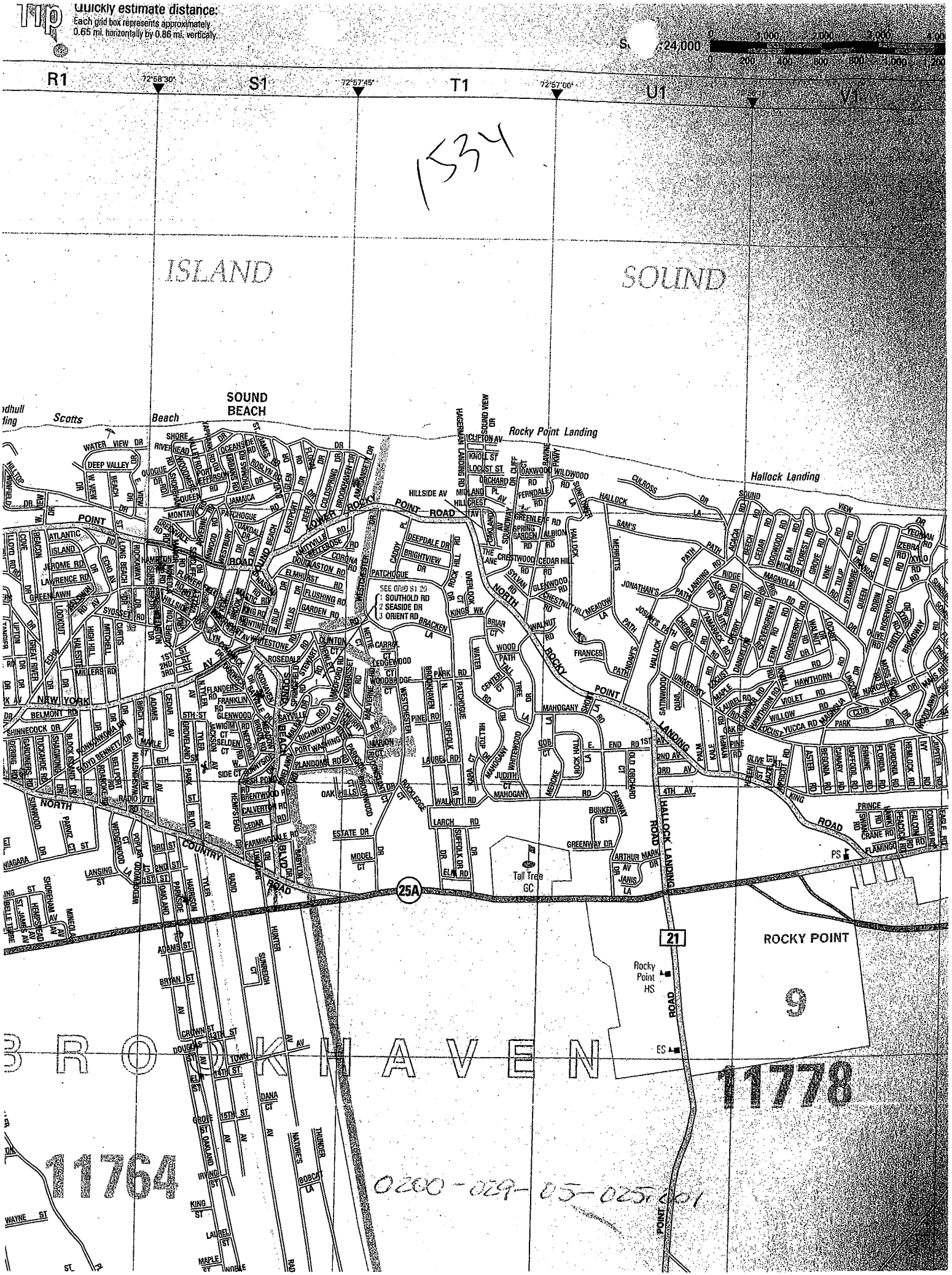
COUNTY OF SUFFOLK Ⓒ

Real Property Tax Service Agency

County Center Riverhead, N Y 11901

SCALE IN FEET: 100 0 100 200

KEY MAP: 011 012 028 029 049 050


Tip
Quickly estimate distance:
Each grid box represents approximately 0.65 mi. horizontally by 0.86 mi. vertically.
S 24,000
R1
S1
T1
U1
V1
72°58'30"
72°57'45"
72°57'00"
1534
ISLAND
SOUND
SOUND BEACH
Scotts Beach
Rocky Point Landing
Hallock Landing
SEE GRID S1 20
1 SOUTHOLD RD
2 SEASIDE DR
3 ORIENT RD
NORTH ROCKY POINT ROAD
NORTH COUNTRY ROAD
HALLOCK LANDING ROAD
25A
21
Tall Tree GC
Rocky Point HS
ROCKY POINT
9
BROOKHAVEN
11778
11764
0200-029-05-025.001

COUNTY OF SUFFOLK

1534

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

May 9, 2016

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

Re: Tax Map No. 0200-029.00-05.00-025.001
JAMES LASCALIA AND JOANNE LASCALIA, 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

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc: CE Reso Review (e-copy)

Introductory Resolution No. 1535-16 Laid on Table 6/1/16

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
125 E. JERICHO TPKE. CORP.
(SCTM NO. 0400-239.00-03.00-090.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Huntington, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0400, Section 239.00, Block 03.00, Lot 090.000, 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 01, 2015, in Liber 12830, at Page 452, and otherwise known and designated by the Town of Huntington, as Part of Lot No. 209 and All of Lot No. 210, on a certain map entitled "Map of Woodcrest at Huntington, Suffolk County, N.Y.", filed in the Office of the Clerk of Suffolk County on October 13, 1910; 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 Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on September 01, 2015 in Liber 12830 at Page 452.

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, 125 E. JERICHO TPKE. CORP. has made application of said above described parcel and 125 E. JERICHO TPKE. CORP. has paid the application fee and has paid $85,570.49, 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 125 E. JERICHO TPKE. CORP., 125 E. Jericho Turnpike South, Huntington, NY 11746, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1535

May 06, 2016

Tax Map No.: 0400-239.00-03.00-090.000
Name of Last Legal Fee Owner: 125 E. JERICHO TPKE. CORP.

TREASURER'S COMPUTATION	$74,389.46
Taxes.....2015/2016	$11,168.82
Certified Mail Fees	$12.22
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$85,570.49
Monies Received	$85,570.49
RESOLUTION AMOUNT	$85,570.49

APPROVED:

Annette Brewer 5/9/2016
Accounting
PB:lag

PREPARED BY:
Peter Belyea
Peter Belyea
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK		LOT
0400	239.00		03.00	090.000

ITEM #: 0

1535

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

Year	Village	Town		Combined
2011	$ -	$	10,883.63	$ 10,883.63
2012	$ -	$	15,966.89	$ 15,966.89
2013	$ -	$	14,969.75	$ 14,969.75
2014	$ -	$	13,915.04	$ 13,915.04
2015	$ -	$	10,982.90	$ 10,982.90
0	$ -	$	-	$ -
0	$ -	$	-	$ -
0	$ -	$	-	$ -
0	$ -	$	-	$ -
0	$ -	$	-	$ -

TOTAL: $ 66,718.21

B. INTEREST DUE		$4,128.89
C. TOTAL		$ 70,847.10
D. 5% LINE C		$ 3,542.36
SUBTOTAL		**$ 74,389.46**
E. FEE	0	$ -
F. MISC	2016 Town Taxes	$ 11,168.82
G. MISC	Mailing Fees:	$ 12.22
H. MISC		$ -
TOTAL AMOUNT DUE		**$ 85,570.49**

L.07

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.

17-Mar-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

** Interest and penalty computed to and including 09/13/16

tms

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1535

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
125 E. JERICHO TPKE. CORP.
0400-239.00-03.00-090.000

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 | | 5/6/16

Neil Tobin

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1535

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.

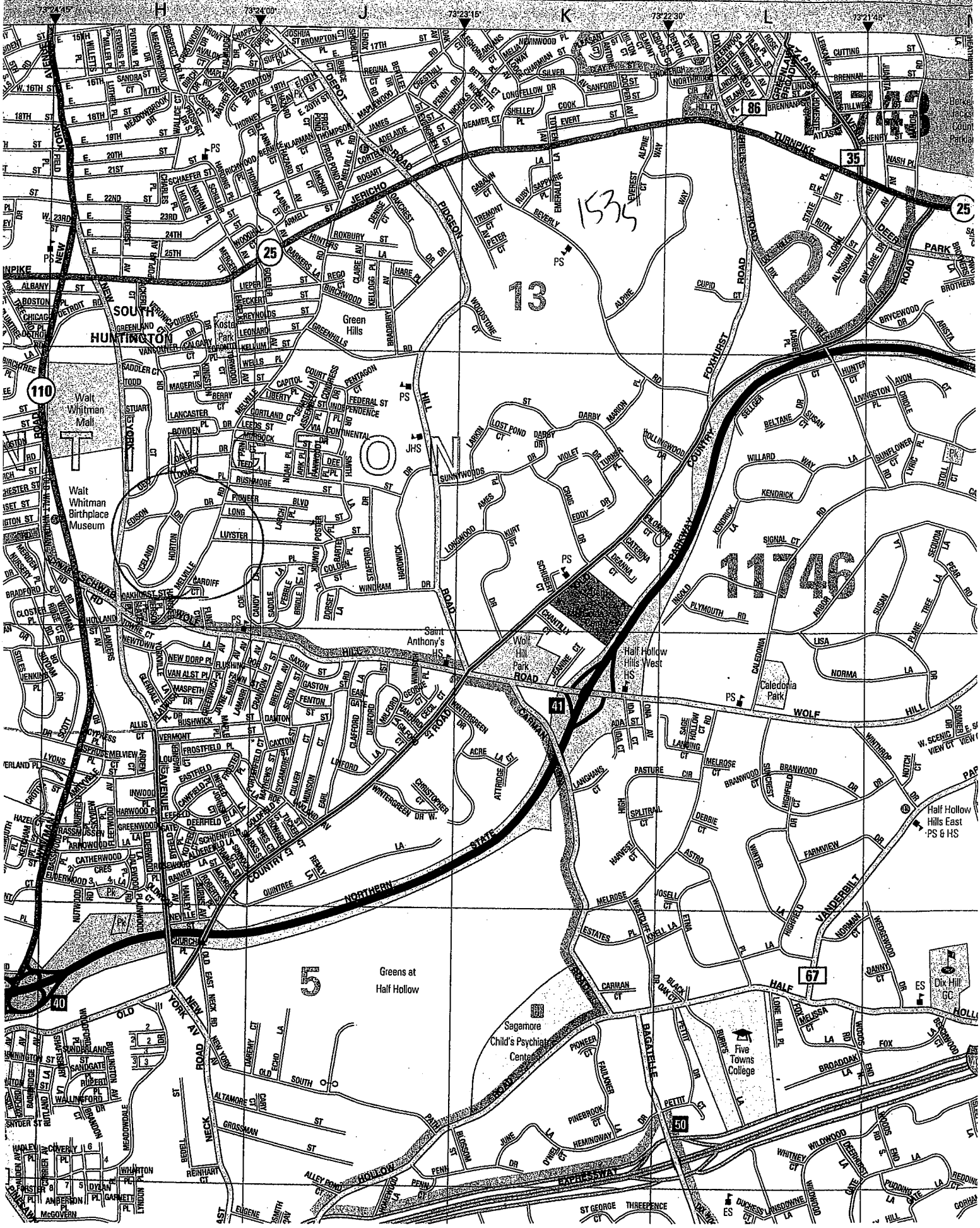
To be completed by the Executive Budget Office

400-234-03-09

Tip: Quickly estimate distance:
Each grid box represents approximately 0.65 mi. horizontally by 0.86 mi. vertically.

Scale 1:24,000

Joins Map 2



07-08-96
11-20-96
07-14-97
09-04-98
12-04-98
12-11-98
02-09-00
04-27-00
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09-07-00
09-13-00
10-12-00
06-26-01
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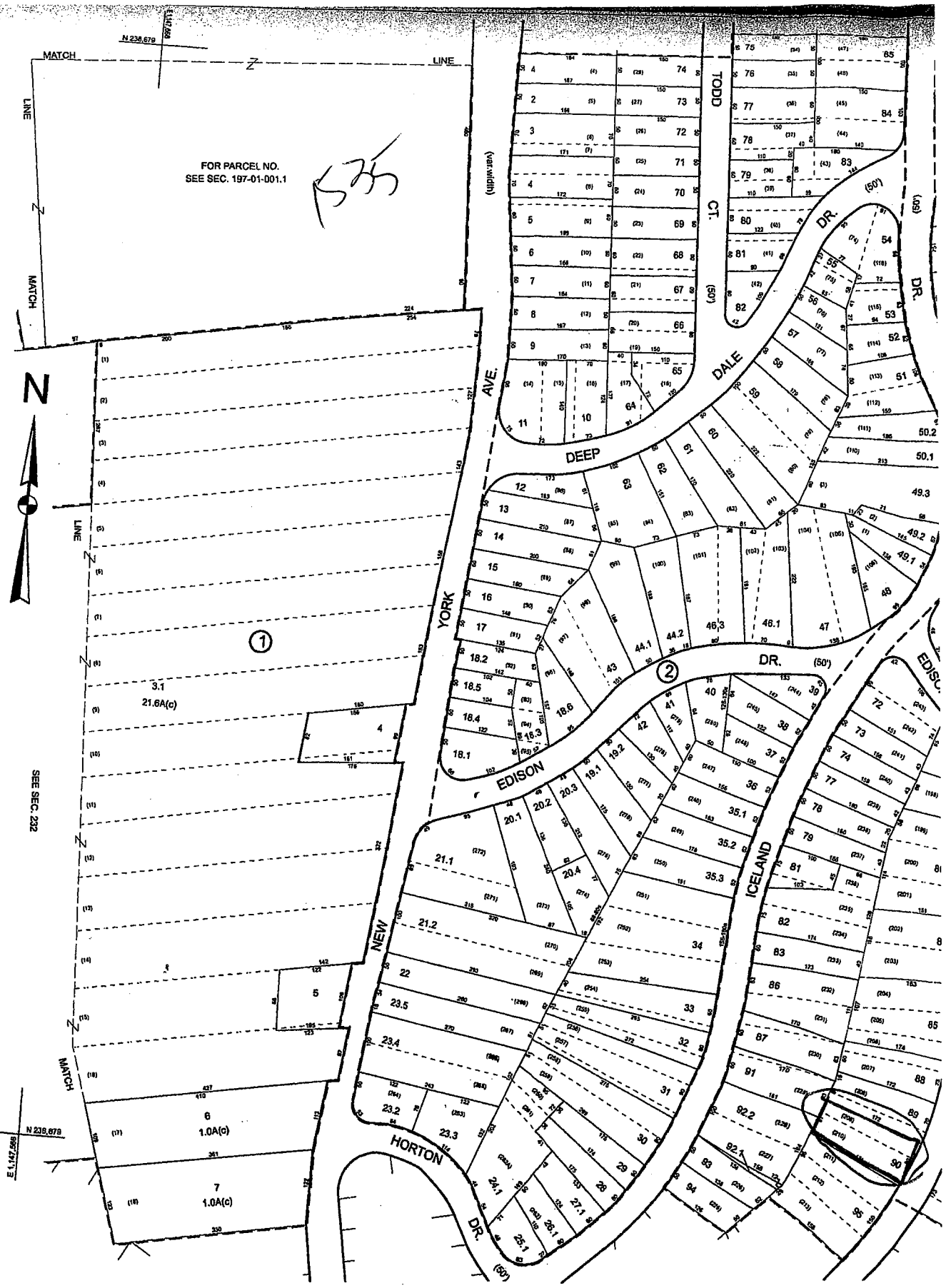
08-24-10
07-30-12



LEGEND											
Property or RW 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 13	SEWER
Subdivision Lot Line		Deed Dimension	(0)	County Line		Water District Line	W	Historical District Line	HST	FIRE 16	HYDRA
Stream / Shore		Scaled Dimension	(0)	Town Line		Light District Line	L	Ambulance District Line	A	LIGHT 20	WATER
Parcel No.	23	Deed Area	12.1 A(d) or 12.1A	Village Line		Park District Line	P	Wastewater District Line	WW	PARK	REFUS
		Calculated Area	12.1 A(c)			Sewer District Line	S			AMBULANCE	WASTE

COUNTY OF SUFFOLK

1535

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

May 9, 2016

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

Re: Tax Map No. 0400-239.00-03.00-090.000
125 E. JERICHO TPKE. CORP.

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc: CE Reso Review (e-copy)

Introductory Resolution No. 1536-16 Laid on Table 6/1/16

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 ANNE SCHULTHEIS
(SCTM NO. 0700-017.00-01.00-008.000)

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 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 017.00, Block 01.00, Lot 008.000, 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 01, 2015, in Liber 12830, at Page 454, and otherwise known and designated by the Town of Shelter Island, as Lot No. 1, on a certain map entitled "Map of No. One of two hundred and thirty Villa Sites, Situated at West Neck Park, Section 9", filed in the Office of the Clerk of Suffolk County; 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 Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on September 01, 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, ESTATE OF ANNE SCHULTHEIS has made application of said above described parcel and ESTATE OF ANNE SCHULTHEIS has paid the application fee and has paid $133,644.07, 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 ANNE SCHULTHEIS, P.O. Box 1149, Shelter Island, NY 11964, 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

1536

May 09, 2016

Tax Map No.: 0700-017.00-01.00-008.000
Name of Last Legal Fee Owner: ESTATE OF ANNE SCHULTHEIS

TREASURER'S COMPUTATION	$121,959.17
Taxes.....2015/2016	$11,672.68
Certified Mail Fees	$12.22
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$133,644.07
Monies Received	$133,644.07
RESOLUTION AMOUNT	$133,644.07

APPROVED:

Annette Brawner 5/9/2016
Accounting
PB:lag

PREPARED BY:
Peter Belyea
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK		LOT
0700	017.00	01.00	1536	008.000

ITEM #: 0

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2011	$	4,570.47
2012	$	29,901.27
2013	$	28,321.41
2014	$	26,514.53
2015	$	21,014.80
0	$	-
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	110,322.48
B. INTEREST DUE	$	5,829.11
C. TOTAL	$	116,151.59
D. 5% LINE C	$	5,807.58
SUBTOTAL	**$**	**121,959.17**
E. FEE 0	$	-
F. MISC 2016 PROPERTY TAXES	$	11,672.68
G. MISC CERT MAILING FEES	$	12.22
H. MISC	$	-
TOTAL AMOUNT DUE:	**$**	**133,644.07**

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.

21-Jan-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 07/19/16

ved

1536

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
ESTATE OF ANNE SCHULTHEIS
0700-017.00-01.00-008.000

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 | [signature] | 5/9/16

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

GENERAL FUND 1536

	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

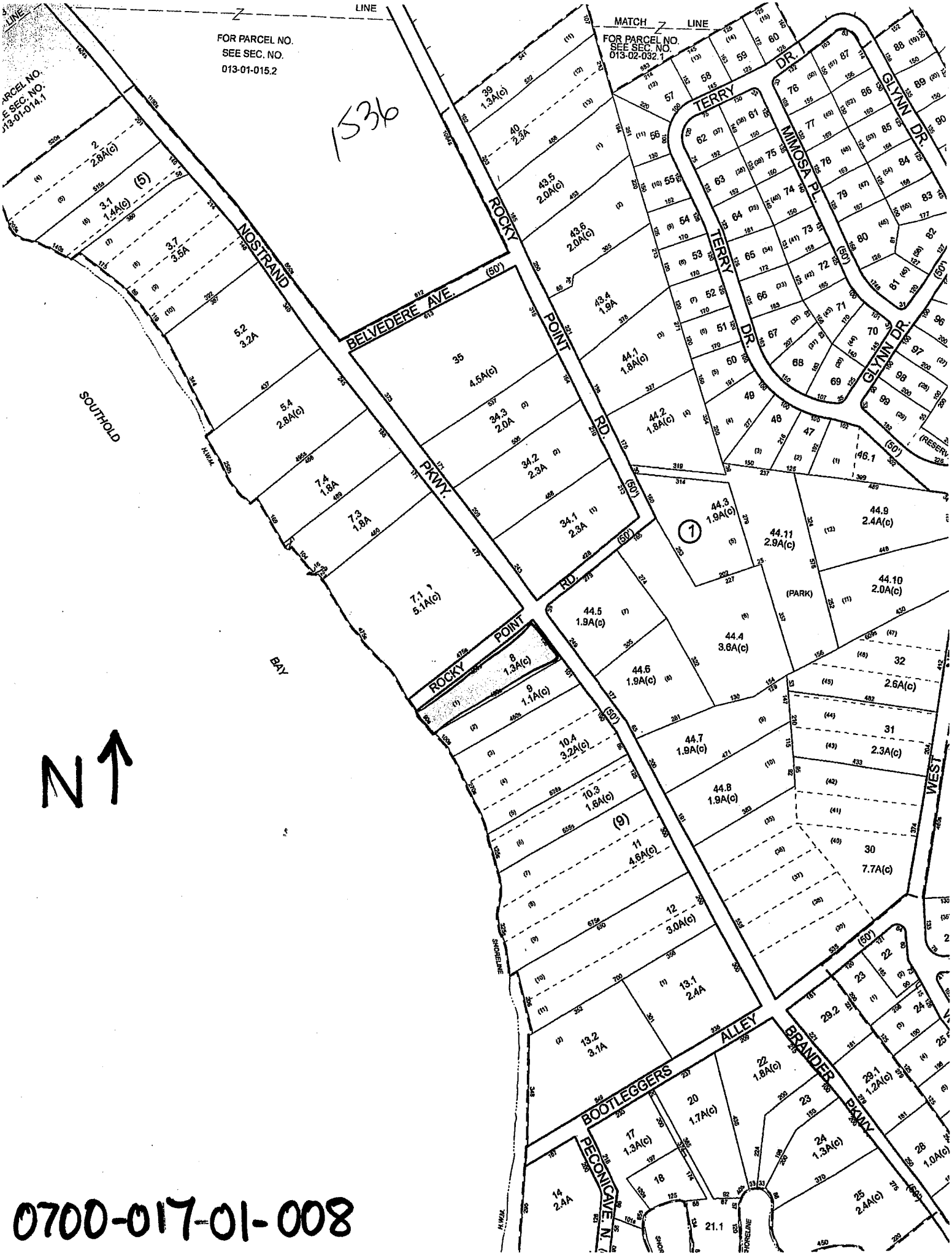
	2015 PROPERTY TAX LEVY	ESTIMATED 2016* COST TO AVG TAXPAYER	2015 AV TAX RATE PER $100	2015 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

** The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 property tax levy and is provided for informational purposes only.*

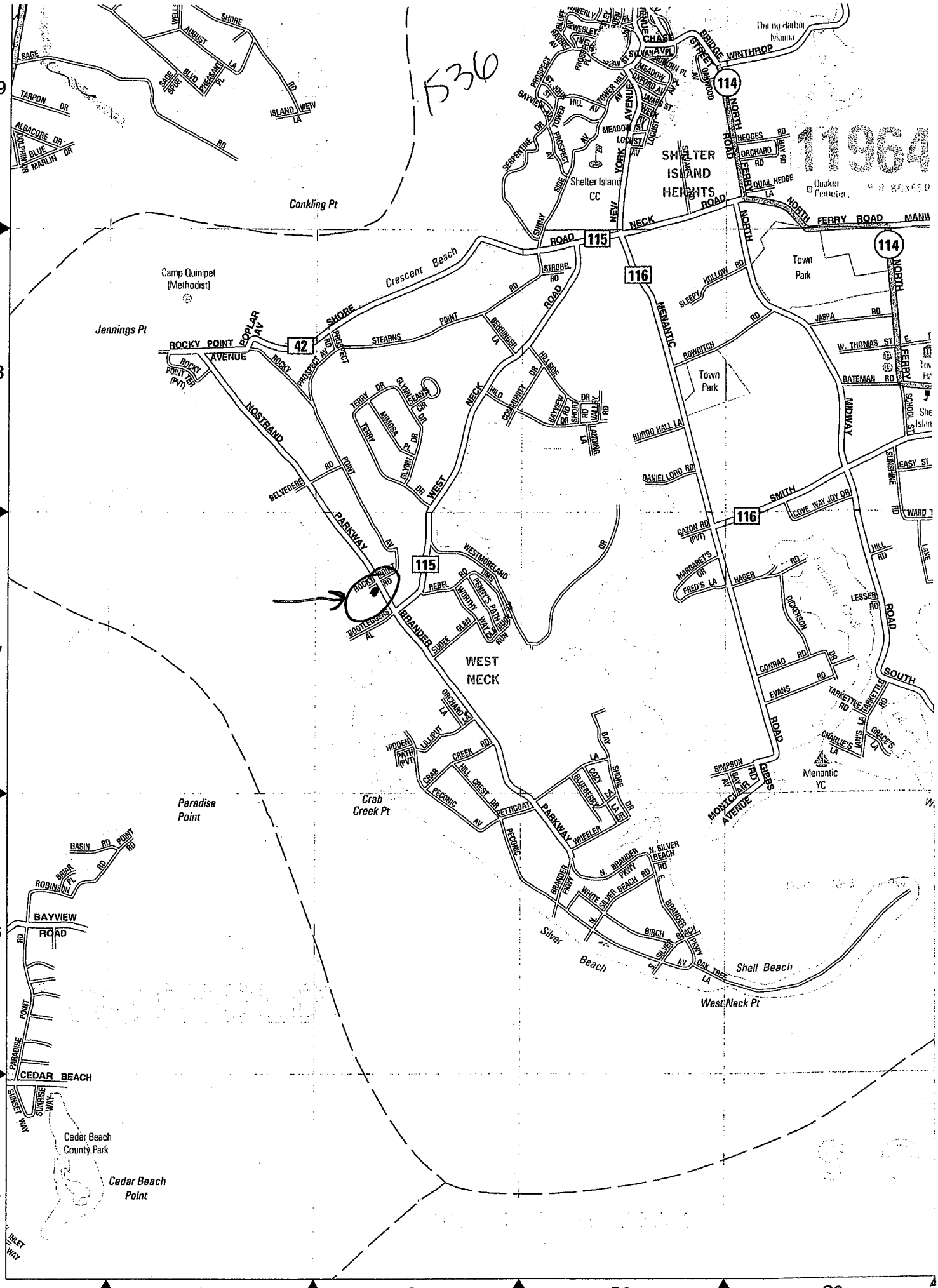
NOTES:

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



0700-017-01-008



1536
11964
Joins Map 44
Joins Map 52
39
38
37
36
35
41°04'30"
41°03'45"
41°03'00"
41°02'15"
72°23'15"
72°22'30"
72°21'45"
72°21'00"
P3
Q3
R3
S3
Conkling Pt
Camp Quinipet (Methodist)
Jennings Pt
Crescent Beach
Paradise Point
Crab Creek Pt
Silver Beach
Shell Beach
West Neck Pt
Cedar Beach County Park
Cedar Beach Point
Shelter Island CC
SHELTER ISLAND HEIGHTS
Town Park
Menantic YC
WEST NECK
ROCKY POINT AVENUE
NOSTRAND PARKWAY
BRANDER PARKWAY
NEW YORK AVENUE
NORTH FERRY ROAD
MENANTIC ROAD
MIDWAY ROAD
SMITH ROAD
SOUTH ROAD
BAYVIEW ROAD
CEDAR BEACH
114
115
116
42

COUNTY OF SUFFOLK

1536

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

May 9, 2016

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

Re: Tax Map No. 0700-017.00-01.00-008.000
ESTATE OF ANNE SCHULTHEIS

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. 1537-16 Laid on Table 6/1/16

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 JAMES
(SCTM NO. 0200-958.00-07.00-019.000)

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 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 958.00, Block 07.00, Lot 019.000, and acquired by tax deed on November 10, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 20, 2014, in Liber 12796, at Page 898, and otherwise known and designated by the Town of Brookhaven, as Lots 30 to 32, Inclusive and Part of Lot 29, Block 722, on a certain map entitled "Map of New York and Brooklyn Suburban Investment Co. Map 10", filed in the Office of the Clerk of Suffolk County on August 5, 1890 as Map No. 102; 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 10, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 20, 2014 in Liber 12796 at Page 898.

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

WHEREAS, JOSEPH JAMES has made application of said above described parcel and JOSEPH JAMES has paid the application fee and will be paying $43,031.88, 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 JAMES, 82 Woodview Lane, Centereach, NY 11720, 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

1537

May 09, 2016

Tax Map No.: 0200-958.00-07.00-019.000
Name of Last Legal Fee Owner: JOSEPH JAMES

TREASURER'S COMPUTATION	$39,939.78
Taxes.....2015/2016	$3,055.95
Certified Mail Fees	$36.15
License Fee Collected	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$43,031.88
Monies to be received	$43,031.88
RESOLUTION AMOUNT	$43,031.88

APPROVED:

Annette Brownell 5/9/2016
Accounting
PB:lag

PREPARED BY:

Peter Belyea
Redemption Unit
(631) 853-5932

COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT	SECTION	BLOCK		LOT
0200	958.00	07.00	1537	019.000

ITEM #: 3405690

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR		AMOUNT
2010	$	6,687.16
2011	$	6,818.79
2012	$	6,369.33
2013	$	5,840.79
2014	$	4,505.13
2015	$	4,587.15
0	$	-
0	$	-
0	$	-
0	$	-
TOTAL:	$	34,808.35
B. INTEREST DUE	$	3,229.53
C. TOTAL	$	38,037.88
D. 5% LINE C	$	1,901.89
SUBTOTAL	**$**	**39,939.78** +.01
E. FEE 0	$	-
F. MISC CERTIFIED MAILING FEES	$	36.15
G. MISC 2016 PROPERTY TAXES	$	3,055.95
H. MISC	$	-
TOTAL AMOUNT DUE:	**$**	**43,031.88** +.01

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.

12-Jan-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 07/10/16

lml

1537

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
JOSEPH JAMES
0200-958.00-07.00-019.000

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 | | 5/9/16

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

1537

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

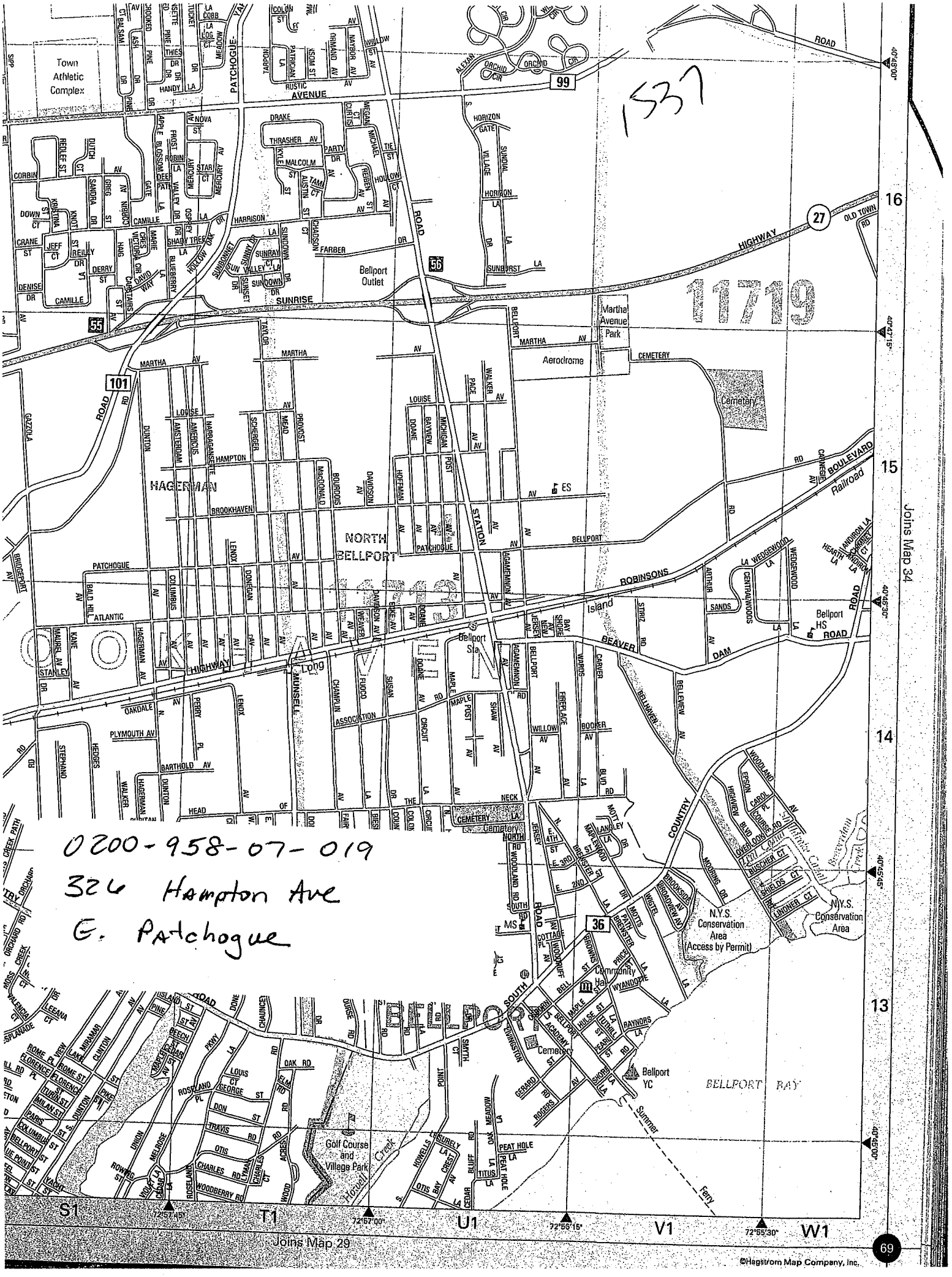
** The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 property tax levy and is provided for informational purposes only.*

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

1537
LENOX
DONEGAN
SCHERGER
TAYLOR
MEAD
PROVOST
AVE.
TOWN OF BROOKHAVEN
COUNTY OF SUFFOLK
RECHARGE BASIN
COMMISSIONER OF SOCIAL SERVICES
N
200
958
07
019
326 Hampton Ave
E Patchogue
NOTICE
MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED
COUNTY OF SUFFOLK ©
Real Property Tax Service Agency
County Center Riverhead, N.Y. 11901
TOWN OF BROOKHAVEN
VILLAGE OF
SECTION NO.
958
MATCH LINE


1537
11719
11713
0200-958-07-019
326 Hampton Ave
E. Patchogue
Town Athletic Complex
Bellport Outlet
Martha Avenue Park
Aerodrome
Cemetery
HAGERMAN
NORTH BELLPORT
Bellport Sta.
Bellport HS
N.Y.S. Conservation Area (Access by Permit)
N.Y.S. Conservation Area
Community Hall
Bellport YC
BELLPORT BAY
Golf Course and Village Park
Howell Creek
Summer Ferry
Joins Map 34
Joins Map 29
S1
T1
U1
V1
W1
16
15
14
13
72°57'45"
72°57'00"
72°56'15"
72°55'30"
40°48'00"
40°47'15"
40°46'30"
40°45'45"
40°45'00"
©Hagstrom Map Company, Inc.
69

COUNTY OF SUFFOLK

1537

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

May 9, 2016

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

Re: Tax Map No. 0200-958.00-07.00-019.000
JOSEPH JAMES

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)

1538

Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING USE OF THE LONG ISLAND MARITIME MUSEUM BY THE ROTARY CLUB OF SAYVILLE FOR ANNUAL BEEFSTEAK FUNDRAISER

WHEREAS, Rotary Club of Sayville is a 501(c)(4) organization operating as a local chapter of Rotary International, having its principal place of business at 1560 Sherman Avenue, Evanston, Illinois; and

WHEREAS, the Rotary Club of Sayville would like to use the Long Island Maritime Museum in the County Park in West Sayville for the purpose of hosting their Annual Beefsteak Fundraiser to raise money for the organization; and

WHEREAS, the fundraiser will be held on the grounds of the Long Island Maritime Museum on Thursday, August 11, 2016; and

WHEREAS, the Long Island Maritime Museum is authorized to charge a reasonable fee for the utilization of its facilities under its license agreement with the County; and

WHEREAS, a Certificate of Insurance with accompanying declaration page naming Suffolk County as an additional insured will be provided by Rotary International; now therefore, be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, 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, and be it further

2nd RESOLVED, that the use of Long Island Maritime Museum by the Rotary Club of Sayville for the purpose of hosting a fundraiser on Thursday, August 11, 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 with accompanying declaration page by the County of Suffolk from Rotary International and the payment of the One Thousand Five Hundred Dollar ($1500.00) event fee to the Long Island Maritime Museum, and the issuance of a permit by the Commissioner of Parks, Recreation and Conservation pursuant to section 378-7B(c) of the Suffolk County Code, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division; 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 the Long Island Maritime Museum by the Rotary Club of Sayville.

DATED:

APPROVED BY:

_____

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

1538

Resolution X Local Law _____ Charter Law ____

2. Title of Proposed Legislation

AUTHORIZING USE OF THE LONG ISLAND MARITIME MUSEUM BY THE ROTARY CLUB OF SAYVILLE FOR ANNUAL BEEFSTEAK FUNDRAISER

3. Purpose of Proposed Legislation

Authorize use of County Parkland for fundraising event.

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

Fee is paid directly to Long Island Maritime Museum under the terms of its license agreement with County.

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	05/13/2016

Neil Bond

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1538

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

1538

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: An act authorizing use of the Long Island Maritime Museum by the Rotary Club of Sayville for Annual Beefsteak Fundraiser.

PURPOSE OR GENERAL IDEA OF THE BILL: The Rotary Club of Sayville would like to hold its Annual Beefsteak Fundraiser at the Long Island Maritime Museum in West Sayville.

SUMMARY OF SPECIFIC PROVISIONS: This legislation authorizes the use of the Long Island Maritime Museum by the Rotary Club of Sayville for the purpose of hosting a fundraiser on Thursday, August 11, 2016, subject to receipt of a Certificate of Insurance and accompanying declaration page by the County of Suffolk from the Rotary Club of Sayville, and the payment of One Thousand Five Hundred Dollars ($1500.00) event fee to the Long Island Maritime Museum, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law. The Foundation anticipates approximately 250 people in attendance.

JUSTIFICATION: Sayville Rotary is dedicated to supporting the mission of Rotary International by creating a fellowship of local business and professional people who are committed to improving the Greater Sayville community and the world in which we live. The Sayville Club's largest fundraiser has been the annual Beefsteak which has been held since 1952. The event takes place on the grounds of the Long Island Maritime Museum during the month of August. The event brings thousands of dollars to the club's treasury which in turn is used to fund its many good works in the community and around the world. This event will generate One Thousand Five Hundred Dollars ($1500.00) in revenue for the Long Island Maritime Museum. The Long Island Maritime Museum is a contracted vendor with the County of Suffolk who maintains the historic facility also known as the Long Island Maritime Museum with monies generated from events.

FISCAL IMPLICATIONS: None

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

COUNTY OF SUFFOLK

1538

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: **May 13, 2016**

RE: **INTRODUCTORY RESOLUTION AUTHORIZING USE OF THE LONG ISLAND MARITIME MUSEUM BY THE ROTARY CLUB OF SAYVILLE FOR ANNUAL BEEFSTEAK 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-Rotary Club of Sayville Fundraising Event at LIMM.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

Intro. Res. No. 1539 - 2016 Laid on Table 6/1/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF PUBLIC SAFETY VEHICLES (CP 3512)

WHEREAS, the Commissioner of Public Works has requested funds for the purchase of replacement vehicles for public safety; and

WHEREAS, this request is for approximately 137 replacement vehicles; and

WHEREAS, sufficient funds are not included in the 2016 Capital Budget and Program to cover the cost of said request for construction and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

WHEREAS, amortizing the bonds over the period of probable usefulness ("PPU") of the public safety 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, Resolution No. 471-1994 as revised by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $4,500,000 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 (25) and (27), in that the resolution concerns purchasing of furnishings, equipment and supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; as a Type II action, the legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-four (64) 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 vehicles; and be it further

4th **RESOLVED**, that the 2016 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 1819
Project Title: Countywide Licensing Program

	Total Est'd Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
1. Planning	$1,205,000	$ 505,000B	$ 5,000B
TOTAL	$1,275,000	$ 505,000	$ 5,000

Project No.: 3512
Project Title: Public Safety Vehicles

	Total Est'd Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
5. Equipment	$21,750,000	$4,000,000B $1,000,000G	$4,500,000B $0
TOTAL	$21,750,000	$5,000,000	$4,500,000

; and be it further

5th **RESOLVED**, that the proceeds of $4,500,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-3512.520 (Fund 115-Debt Service)	50	Public Safety Vehicles	$2,533,112
525-CAP-3512.521 (Fund 001-Debt Service)	50	Public Safety Vehicles	$896,888
525-CAP-3512.522 (Fund 115-Debt Service)	50	Public Safety Vehicles	$1,070,000

Date:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

1539

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF REPLACEMENT PUBLIC SAFETY VEHICLES (CP 3512)

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 PUBLIC SAFETY 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 PUBLIC SAFETY 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 Principal Budget Examiner		May 25, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1539

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$896,888**	**$1.68**	$0.003

POLICE DISTRICT AND DISTRICT COURT

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$3,603,112**	**$7.78**	$0.185

COMBINED

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$4,500,000**	**$9.45**	$0.103

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

1539

FUND 001 + 115 COMBINED

Term of Bonds	5
Amount to Bond:	$4,500,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$864,280.61	$91,125.00	$955,405.61	$955,405.61
			$36,811.66	$36,811.66	
11/1/2018	2.000%	$881,782.29	$36,811.66	$918,593.95	$955,405.61
			$27,883.61	$27,883.61	
11/1/2019	2.000%	$899,638.39	$27,883.61	$927,522.00	$955,405.61
			$18,774.77	$18,774.77	
11/1/2020	2.000%	$917,856.06	$18,774.77	$936,630.84	$955,405.61
			$9,481.48	$9,481.48	
11/1/2021	2.125%	$936,442.65	$9,481.48	$945,924.13	$955,405.61
11/1/2022		$4,500,000.00	$277,028.06	$4,777,028.06	$4,777,028.06
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					

Suffolk County

General Obligation Serial Bonds
Level Debt

1539

FUND 115

Term of Bonds	5
Amount to Bond:	$3,603,112

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$692,022.19	$72,963.02	$764,985.21	$764,985.21
			$29,474.78	$29,474.78	
11/1/2018	2.000%	$706,035.64	$29,474.78	$735,510.42	$764,985.21
			$22,326.17	$22,326.17	
11/1/2019	2.000%	$720,332.86	$22,326.17	$742,659.03	$764,985.21
			$15,032.80	$15,032.80	
11/1/2020	2.000%	$734,919.60	$15,032.80	$749,952.40	$764,985.21
			$7,591.74	$7,591.74	
11/1/2021	2.125%	$749,801.72	$7,591.74	$757,393.46	$764,985.21
11/1/2022		$3,603,112.00	$221,814.03	$3,824,926.03	$3,824,926.03
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					

Suffolk County

General Obligation Serial Bonds
Level Debt

1539

Term of Bonds: 5
Amount to Bond: $896,888

FUND 001

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$172,258.42	$18,161.98	$190,420.41	$190,420.41
			$7,336.87	$7,336.87	
11/1/2018	2.000%	$175,746.66	$7,336.87	$183,083.53	$190,420.41
			$5,557.44	$5,557.44	
11/1/2019	2.000%	$179,305.53	$5,557.44	$184,862.97	$190,420.41
			$3,741.97	$3,741.97	
11/1/2020	2.000%	$182,936.46	$3,741.97	$186,678.44	$190,420.41
			$1,889.74	$1,889.74	
11/1/2021	2.125%	$186,640.93	$1,889.74	$188,530.67	$190,420.41
11/1/2022		$896,888.00	$55,214.03	$952,102.03	$952,102.03
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					

COUNTY OF SUFFOLK

1539

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: A resolution to appropriate funds to purchase vehicles related to public safety (capital program number 3512)

PURPOSE OR GENERAL IDEA OF BILL: Request authorization to use funds in capital program 3512 to purchase replacement vehicles.

SUMMARY OF SPECIFIC PROVISIONS: To purchase replacement vehicles for public safety.

JUSTIFICATION: By years end approximately 137 Public Safety Vehicles will have to be replaced.

FISCAL IMPLICATIONS: Savings will be reflected in repair costs by replacing high mileage vehicle, with new vehicles covered under the manufacturer's warranty.

RESOLUTION SUBMITTAL SHEET

Capital Project	3512	Legislative Districts	1539
Operating Fund		Federal Aid %	
Other		State Aid %	

Give a complete description of why we are asking for reso; if aided, state status of aid

Request authorization to use funds in CP3512 to purchase replacement vehicles

Previous resolution (list previous reso for the same work)

Resolution Number	Purpose	Amount
420-2012	Appropriating funds in connection with the purchase of replacement public safety vehicles (CP3512)	3,700,000
413-2013	Appropriating funds in connection with the purchase of replacement public safety vehicles (CP3512)	3,750,000
1010-2013	Amending the 2013 Capital Budget and Program and appropriating funds in connection with the purchase of Replacement Public Safety vehicles (CP 3512)	1,000,000
1625-2014	Appropriating funds in connection with the purchase of replacement public safety vehicles (CP3512)	5,000,000
124-2015	Appropriating funds in connection with the purchase of replacement public safety vehicles (CP3512)	5,000,000

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

Project Status

Est. planning completion	Design consultant
Est. construction start	Contractor
Est. construction completion	

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

Offset	Leg. District	Comments

PUBLIC SAFETY - CP 3512

DEPT	APPROP	MARKED SEDAN POLICE	MARKED SEDAN SHERIFF	MARKED SUV UTILITY	UNMARKED PATROL UTILITY	UNMARKED (IMPALA'S)	UNMARKED INTERCEPTOR	UNDERCOVER	PRISONER VAN	SUV LARGE (EXPEDITION)	PICK UP	CARGO VAN	MOTORCYCLE	
DIS	1165													0
FRES	3400				1									1
POL	3120					38		14	2					54
POL	3121	25		25									6	56
PRO	3140													0
PRO	3175				1		2							3
PRO	3190													0
Count		*25*	*0*	*25*	*2*	*38*	*2*	*14*	*2*	*0*	*0*	*0*	*6*	*114*
ESTIMATED COST PD SPEC.		$39,054	$29,150	$46,431	$45,160	$28,444	$36,407	$20,000	$28,000	$34,533	$38,521	$37,574	$18,000	
TOTAL		$976,350	$0	$1,160,780	$90,320	$1,080,882	$72,814	$280,000	$56,000	$0	$0	$0	$108,000	$3,825,145

DEPT	APPROP	MARKED SEDAN POLICE	MARKED SEDAN SHERIFF	MARKED SUV UTILITY	UNMARKED PATROL UTILITY	UNMARKED (IMPALA'S)	UNMARKED INTERCEPTOR	UNDERCOVER	PRISONER VAN	SUV LARGE (EXPEDITION)	PICK UP	CARGO VAN	MOTORCYCLE	
SHF	3110		*7*	*9*	*3*		*4*							*23*
ESTIMATED COST SHF SPEC.		$37,157	$29,150	$31,810	$31,000	$28,444	$26,685	$20,000	$55,000	$29,430	$27,250	$24,220	$18,000	
TOTAL		$0	$204,050	$286,290	$93,000	$0	$106,740	$0	$0	$0	$0	$0	$0	$690,080
Total of all														$4,515,225

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E., Commissioner Darnell Lyeen for Gil Anderson

DATE: April 29, 2016

RE: Draft Resolution – Purchase of Replacement Public Safety Vehicles (CP 3512)

Attached is a draft resolution, to request and appropriate funds in the amount of $4,500,000 for the purchases in connection with the above referenced project. The resolution authorizes the issuance of $4,500,000 in Suffolk County Serial Bonds for Project No: 3512 and authorizes the purchase of approximately 137 replacement vehicles for Public Safety.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title Res-DPW – Purchase of Replacement Public Safety Vehicles-CP3512.

GA:PMJ:bt

1540

Intro. Res. No. - 2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 1, COUNTY LINE ROAD (CP 5581)

WHEREAS, the Commissioner of Public Works has requested funds for engineering in connection with Improvements to CR 1, County Line Road; and

WHEREAS, sufficient funds are not included in the 2016 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $150,000 in Suffolk County Serial Bonds; now, therefore, be it

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

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty-two (52) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Improvements to CR 1, County Line Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the 2016 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5001

Project Title: Median Improvements on Various County Roads

	Total Est'd Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
3. Construction	$3,650,000	$550,000B	$400,000B
TOTAL	$3,650,000	$550,000	$400,000

Project No.: 5581
Project Title: Improvements to CR 1, County Line Road

	Total Est'd Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
1. Planning and Design	$ 450,000	$0	$150,000B
TOTAL	$3,450,000	$0	$150,000

and be it further

5th **RESOLVED**, that the proceeds of $150,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5581.110 (Fund 001 Debt Service)	50	Improvements to CR 1, County Line Road	$150,000

Date:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1540

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 1, COUNTY LINE ROAD (CP 5581)

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 Principal Budget Examiner		May 24, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1540

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$31,847**	**$0.06**	$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	**$31,847**	**$0.06**	$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

1540

Term of Bonds	5
Amount to Bond:	$150,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$28,809.35	$3,037.50	$31,846.85	$31,846.85
			$1,227.06	$1,227.06	
11/1/2018	2.000%	$29,392.74	$1,227.06	$30,619.80	$31,846.85
			$929.45	$929.45	
11/1/2019	2.000%	$29,987.95	$929.45	$30,917.40	$31,846.85
			$625.83	$625.83	
11/1/2020	2.000%	$30,595.20	$625.83	$31,221.03	$31,846.85
			$316.05	$316.05	
11/1/2021	2.125%	$31,214.75	$316.05	$31,530.80	$31,846.85
11/1/2022		$150,000.00	$9,234.27	$159,234.27	$159,234.27
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
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1540

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

1540

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Amending the 2016 Capital Budget and Program and Appropriating Funds in Connection with Improvements to CR 1, County Line Road (CP 5581)

PURPOSE OR GENERAL IDEA OF BILL: This funding is required to provide a full design for improvements to CR 1, County Line Road.

SUMMARY OF SPECIFIC PROVISIONS: An offset is required and has been identified in CP 5001 (Median Improvements), as current workload assignments will preclude in-house staff from providing median designs for construction at this time.

JUSTIFICATION: This will enable the consultant engineer to provide engineering services for Improvements to CR 1, County Line Road.

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

COUNTY OF SUFFOLK

1540

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: April 13, 2016

RE: Amending the 2016 Capital Budget and Program and Appropriating Funds in Connection with Improvements to CR 1, County Line Road (CP 5581)

Attached is a draft resolution to appropriate the sum of $150,000 for engineering in connection with the above referenced project. There are no funds included in the 2016 Capital Budget and Program for this project and, as such, an offset must be provided. It is our intent to utilize a portion of the funding from CP 5001 (Median Improvements on Various County Roads), as current workload assignments will preclude in-house staff from providing median designs for construction at this time.

A Request for Proposals (RFP) solicited for this project garnered a technically qualified firm to provide engineering services, however, the fee proposal was higher than originally estimated, therefore, additional funding is required to provide for design services to improve conditions along CR 1, County Line Road. The roadway is deteriorated and in need of safety improvements including curbing and sidewalk which currently do not meet ADA standards, as well as drainage improvements to alleviate localized flooding. Upgrades to existing traffic signals is required as well as a new pavement marking plan and traffic signage. These improvements will serve to enhance pedestrian mobility and safety.

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

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5581(CR1 Design).doc".

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Executive Assistant for Finance & Administration

1541

Intro. Res. No. - 2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. 2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING ADDITIONAL FUNDS IN CONNECTION WITH STRENGTHENING AND IMPROVING COUNTY ROADS (CP 5014)

WHEREAS, due to volatile winter seasons over the past few years, the Commissioner of Public Works has requested additional funds for Strengthening and Improving County Roads; and

WHEREAS, sufficient funds are not included in the 2016 Capital Budget and Program to cover the cost of said request for construction and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

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

WHEREAS, the professional engineering services associated with the planning, design and construction of this project have been and will be performed by the staff of the Department of Public Works; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $450,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5(C) (1), (2), (4), (20) and (27), of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes maintenance or repair involving no substantial changes in an existing structure or facility, or the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, as well as repaving of existing highways not involving the addition of new travel lanes; additionally, this work constitutes continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of forty-six (46) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

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

4th **RESOLVED**, that the 2016 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5001
Project Title: Median Improvements on Various County Roads

	Total Est'd Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
1. Planning	$3,250,000	$400,000B	$0
TOTAL	$3,250,000	$0	$0

Project No.: 5554
Project Title: CR 85, Montauk Highway from CR 97, Nicolls Road to West Avenue

	Total Est'd Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
3. Construction	$0	$50,000B	$0
TOTAL	$0	$50,000	$0

Project No.: 5014
Project Title: Strengthening and Improving County Roads

	Total Est'd Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
3. Construction		$3,185,000B	$3,635,000B
	$58,8000,000	$2,000,000S	$2,000,000S
TOTAL	$59,675,000	$5,185,000	$5,635,000

; and be it further

5th **RESOLVED**, that the proceeds of $450,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5014.359 (Fund 001-Debt Service)	50	Strengthening and Improving County Roads	$450,000

Date:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ 1541 Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. 2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING ADDITIONAL FUNDS IN CONNECTION WITH STRENGTHENING AND IMPROVING COUNTY ROADS (CP 5014)

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 Principal Budget Examiner		May 24, 2016

SCIN FORM 175b (10/95)

Suffolk County

General Obligation Serial Bonds
Level Debt

1541

Term of Bonds	15
Amount to Bond:	$450,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$25,690.24	$9,796.88	$35,487.12	$35,487.12
			$4,618.79	$4,618.79	
11/1/2018	2.000%	$26,249.54	$4,618.79	$30,868.33	$35,487.12
			$4,333.05	$4,333.05	
11/1/2019	2.000%	$26,821.01	$4,333.05	$31,154.07	$35,487.12
			$4,041.09	$4,041.09	
11/1/2020	2.000%	$27,404.93	$4,041.09	$31,446.02	$35,487.12
			$3,742.78	$3,742.78	
11/1/2021	2.125%	$28,001.56	$3,742.78	$31,744.34	$35,487.12
			$3,437.97	$3,437.97	
11/1/2022	2.125%	$28,611.18	$3,437.97	$32,049.15	$35,487.12
			$3,126.53	$3,126.53	
11/1/2023	2.125%	$29,234.06	$3,126.53	$32,360.59	$35,487.12
			$2,808.30	$2,808.30	
11/1/2024	2.125%	$29,870.51	$2,808.30	$32,678.82	$35,487.12
			$2,483.15	$2,483.15	
11/1/2025	2.250%	$30,520.82	$2,483.15	$33,003.97	$35,487.12
			$2,150.92	$2,150.92	
11/1/2026	2.375%	$31,185.28	$2,150.92	$33,336.20	$35,487.12
			$1,811.45	$1,811.45	
11/1/2027	2.500%	$31,864.21	$1,811.45	$33,675.67	$35,487.12
			$1,464.60	$1,464.60	
11/1/2028	2.500%	$32,557.92	$1,464.60	$34,022.52	$35,487.12
			$1,110.19	$1,110.19	
11/1/2029	2.500%	$33,266.74	$1,110.19	$34,376.93	$35,487.12
			$748.07	$748.07	
11/1/2030	2.625%	$33,990.98	$748.07	$34,739.05	$35,487.12
			$378.06	$378.06	
11/1/2031	2.625%	$34,730.99	$378.06	$35,109.06	$35,487.12
11/1/2032		$450,000.00	$82,306.76	$532,306.76	$532,306.76
11/1/2033					
11/1/2034					

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND 1541

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$35,487**	**$0.07**	$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	**$35,487**	**$0.07**	$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

GENERAL FUND 1541

	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

1541

TITLE OF BILL: Amending the 2016 Capital Budget and Program and Appropriating Additional Funds in Connection with Strengthening and Improving County Roads (CP 5014)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide for additional funding for the repair and/or resurfacing of roadways as well as related appurtenances such as drainage and curb at localized locations. This will improve both the surface and structural conditions of the road and significantly extend the life of various roadways. Preventive maintenance is necessary to provide safe highways and mitigate future costly reconstruction projects. Additionally, the US Department of Justice has determined that all resurfacing projects must now comply with Americans with Disabilities Act (ADA). This determination requires SCDPW to upgrade all handicap ramps and traffic signal equipment to meet ADA guidelines.

SUMMARY OF SPECIFIC PROVISIONS: An offset is required and has been identified in CP 5001 (Median Improvements), as current workload assignments will preclude in-house staff from providing median designs for construction at this time and CP 5554 (CR 85, Montauk Highway @ Atlantic), as land acquisition is required to progress improvements, and the land has not yet been acquired.

JUSTIFICATION: These funds enable Suffolk County Department of Public Works to issue work orders for preventive maintenance.

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

COUNTY OF SUFFOLK

1541

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: April 13, 2016

RE: Amending the 2016 Capital Program and Budget and Appropriating Additional Funds in Connection with Strengthening and Improving County Roads (CP 5014)

Attached is a draft resolution appropriating the sum of $450,000 for construction services in connection with the above referenced project. Sufficient funds are not included in the 2016 Capital Budget and Program for this project and, as such, an offset must be provided. It is our intent to utilize funds from CP 5001 – Median Improvements on Various County Roads ($400,000), as current workload assignments will preclude in-house staff from providing median designs for construction at this time; and CP 5554 –CR 85, Montauk Highway at Atlantic ($50,000), as land acquisition is required to progress improvements and this land has not yet been acquired.

The harsh winter seasons over the last few years, inundating Long Island with rain, snow and ice, coupled with normal wear and tear, has caused extensive damage to the road system. Limited resources and non-highway responsibilities do not permit the Department of Public Works Highway Maintenance crew to keep pace with deterioration of the road system.

Additionally, the US Department of Justice has determined that all resurfacing projects must now comply with Americans with Disabilities Act (ADA). This determination requires SCDPW to upgrade all handicap ramps and traffic signal equipment to meet ADA guidelines.

The services provided by this Capital Project includes excavation and replacement of existing deteriorated pavement, patching and other items of work required prior to the placement of new concrete or asphalt pavement, such as drainage, concrete curb and the installation of pavement markings consisting of thermoplastic striping and plowable all-weather reflective markers.

We will utilize this funding to supplement the $5,185,000 included in the 2016 Capital Program, to attempt to meet the Department's goals to improve the County's roadways.

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

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5014(S&I CRs Addntl).doc".

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Executive Assistant for Finance & Administration

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

335 YAPHANK AVENUE ■ YAPHANK, N.Y. 11980 ■ (631) 852-4010 FAX (631) 852-4150

1542

Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO – APPROPRIATING FUNDS IN CONNECTION WITH INFRASTRUCTURE – COLLEGE WIDE (CP 2149)

WHEREAS, the President of Suffolk County Community College and the Board of Trustees have requested funds for the implementation of the Master Plan Update – Phase II; and

WHEREAS, the New York State Legislature and the Governor have included funding in the New York State Budget to cover the State's fifty percent share; and

WHEREAS, sufficient funds have been included in the 2016 Capital Budget and Program to cover the County's cost of the project; and

WHEREAS, Resolution No. 471-1994 as revised by Resolution No. 209-2000 and 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, that this Legislature, by resolution of even date herewith, has authorized the issuance of $2,575,000 in Suffolk County Serial Bonds; now therefor be it

1st **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that the adoption of this law is a Type II action, pursuant to Title 6 NYCRR Part 617.5(C) (1), (2) and (27), since it constitutes a local legislative decision in connection with the maintenance, repair, replacement, rehabilitation, reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes. As a Type II action, the Legislature has no further responsibilities under SEQRA.

2nd **RESOLVED,** that it is hereby determined that this project, 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. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006; and be it further

3rd **RESOLVED,** that the proceeds of $2,575,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	JC	Project Title	Amount
525-CAP-2149.110 (Fund 818 debt service)	30	Infrastructure–College Wide (Design)	$ 175,000
525-CAP-2149.310 (Fund 818 debt service)	30	Infrastructure–College Wide (Construction)	$2,400,000

; and be it further

4th **RESOLVED,** that State Aid be and it hereby is appropriated as follows:

Project No.	JC	Project Title	Amount
525-CAP-2149.110	30	Infrastructure – College Wide (Design)	$ 175,000
525-CAP-2149.310	30	Infrastructure – College Wide (Construction)	$2,400,000

; and be it further

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ 1542 Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO – APPROPRIATING FUNDS IN CONNECTION WITH INFRASTRUCTURE – COLLEGE WIDE (CP 2149)

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. NEW YORK STATE DORMITORY AID WILL ALSO BE USED TO FINANCE THIS PROJECT.

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

50% SERIAL BONDS
50% STATE AID

9. Timing of Impact

FOR THE COUNTY SHARE, 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 Principal Budget Examiner		May 24, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1542

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$203,065**	**$0.38**	$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	**$203,065**	**$0.38**	$0.004

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

1542

Term of Bonds	15
Amount to Bond:	$2,575,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$147,005.27	$56,059.90	$203,065.17	$203,065.17
			$26,429.73	$26,429.73	
11/1/2018	2.000%	$150,205.70	$26,429.73	$176,635.44	$203,065.17
			$24,794.68	$24,794.68	
11/1/2019	2.000%	$153,475.81	$24,794.68	$178,270.49	$203,065.17
			$23,124.03	$23,124.03	
11/1/2020	2.000%	$156,817.10	$23,124.03	$179,941.14	$203,065.17
			$21,417.02	$21,417.02	
11/1/2021	2.125%	$160,231.14	$21,417.02	$181,648.16	$203,065.17
			$19,672.83	$19,672.83	
11/1/2022	2.125%	$163,719.51	$19,672.83	$183,392.34	$203,065.17
			$17,890.68	$17,890.68	
11/1/2023	2.125%	$167,283.82	$17,890.68	$185,174.49	$203,065.17
			$16,069.72	$16,069.72	
11/1/2024	2.125%	$170,925.72	$16,069.72	$186,995.45	$203,065.17
			$14,209.13	$14,209.13	
11/1/2025	2.250%	$174,646.92	$14,209.13	$188,856.04	$203,065.17
			$12,308.02	$12,308.02	
11/1/2026	2.375%	$178,449.13	$12,308.02	$190,757.15	$203,065.17
			$10,365.53	$10,365.53	
11/1/2027	2.500%	$182,334.11	$10,365.53	$192,699.64	$203,065.17
			$8,380.75	$8,380.75	
11/1/2028	2.500%	$186,303.68	$8,380.75	$194,684.43	$203,065.17
			$6,352.75	$6,352.75	
11/1/2029	2.500%	$190,359.67	$6,352.75	$196,712.42	$203,065.17
			$4,280.61	$4,280.61	
11/1/2030	2.625%	$194,503.96	$4,280.61	$198,784.56	$203,065.17
			$2,163.35	$2,163.35	
11/1/2031	2.625%	$198,738.47	$2,163.35	$200,901.82	$203,065.17
11/1/2032		$2,575,000.00	$470,977.55	$3,045,977.55	$3,045,977.55
11/1/2033					
11/1/2034					

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1542

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

1542

Suffolk
COUNTY COMMUNITY COLLEGE

Central Administration – Capital Projects/Facilities Department

April 22, 2016

Jon Schnieder
Deputy County Executive
H. L. Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788

Re: Proposed Capital Budget Resolution

Dear Mr. Schnieder:

The College respectfully requests that the proposed resolution enclosed herein be introduced at the next meeting of the Legislature:

- Appropriating funds in connection with Infrastructure – College Wide (CP2149)

This draft resolution was e-mailed to the distribution list **CE Reso Review** saved under the title "Reso-SCCC- Infrastructure phase 4.docx" on April 22, 2016.

Please feel free to call me at (451-4233) if any additional information is required.

Sincerely,

Jon DeMaio, P.E.
Administrative Director of Educational Facilities

Enclosure

Cc: Louis Petrizzo – College General Council, SCCC
Ben Zwirn – Intergovernmental Relations Coordinator, SCCC
Paul Cooper, P.E. – Executive Director of Facilities/Technical Support, SCCC
Sara Gorton – Principal Auditor, SCCC

Intro. Res. No. 1543 - 2016 Laid on Table 6/1/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, APPROPRIATING FUNDS IN CONNECTION WITH REHABILITATION OF VARIOUS BRIDGES AND EMBANKMENTS (CP 5850)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with the Rehabilitation of Various Bridges and Embankments; 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 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the Legislature reviewed projects of this nature under a previous version of the implementing rules and regulations of SEQRA and determined by Resolution 1172-1995 that the purchase of Public Works equipment constitutes a Type II action; and

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

1st **RESOLVED**, that this Legislature hereby determines that the rehabilitation of bridges and embankments constitutes a Type II action pursuant to the provisions of Title 6 NYCRR Part 617.5(C),(1), (2), (20) and (27) since the action involves a legislative decision concerning maintenance or repair with no substantial changes in an existing structure as well as the replacement, rehabilitation or reconstruction of a structure in kind, on the same site; and be it further; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of forty-six (46) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

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

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

Project No.	J.C.	Project Title	Amount
525-CAP-5850.329 (Fund 001 Debt Service)	50	Rehabilitation of Various Bridges and Embankments	$1,000,000

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1543

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. - 2016, APPROPRIATING FUNDS IN CONNECTION WITH REHABILITATION OF VARIOUS BRIDGES AND EMBANKMENTS (CP 5850)

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 Principal Budget Examiner		May 24, 2016

SCIN FORM 175b (10/95)

Suffolk County

General Obligation Serial Bonds
Level Debt

1543

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

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$40,213.89	$22,321.43	$62,535.32	$62,535.32
			$10,711.90	$10,711.90	
11/1/2018	2.000%	$41,111.52	$10,711.90	$51,823.42	$62,535.32
			$10,253.06	$10,253.06	
11/1/2019	2.000%	$42,029.19	$10,253.06	$52,282.25	$62,535.32
			$9,783.99	$9,783.99	
11/1/2020	2.000%	$42,967.34	$9,783.99	$52,751.33	$62,535.32
			$9,304.44	$9,304.44	
11/1/2021	2.125%	$43,926.43	$9,304.44	$53,230.88	$62,535.32
			$8,814.19	$8,814.19	
11/1/2022	2.125%	$44,906.93	$8,814.19	$53,721.13	$62,535.32
			$8,313.00	$8,313.00	
11/1/2023	2.125%	$45,909.32	$8,313.00	$54,222.32	$62,535.32
			$7,800.62	$7,800.62	
11/1/2024	2.125%	$46,934.08	$7,800.62	$54,734.70	$62,535.32
			$7,276.80	$7,276.80	
11/1/2025	2.250%	$47,981.72	$7,276.80	$55,258.52	$62,535.32
			$6,741.29	$6,741.29	
11/1/2026	2.375%	$49,052.74	$6,741.29	$55,794.03	$62,535.32
			$6,193.83	$6,193.83	
11/1/2027	2.500%	$50,147.67	$6,193.83	$56,341.49	$62,535.32
			$5,634.14	$5,634.14	
11/1/2028	2.500%	$51,267.03	$5,634.14	$56,901.18	$62,535.32
			$5,061.97	$5,061.97	
11/1/2029	2.500%	$52,411.39	$5,061.97	$57,473.35	$62,535.32
			$4,477.02	$4,477.02	
11/1/2030	2.625%	$53,581.28	$4,477.02	$58,058.30	$62,535.32
			$3,879.01	$3,879.01	
11/1/2031	2.625%	$54,777.30	$3,879.01	$58,656.31	$62,535.32
			$3,267.66	$3,267.66	
11/1/2032	2.750%	$56,000.00	$3,267.66	$59,267.66	$62,535.32
			$2,642.66	$2,642.66	
11/1/2033	2.750%	$57,250.00	$2,642.66	$59,892.66	$62,535.32
			$2,003.71	$2,003.71	
11/1/2034	2.875%	$58,527.90	$2,003.71	$60,531.61	$62,535.32
			$1,350.49	$1,350.49	
11/1/2035	2.875%	$59,834.33	$1,350.49	$61,184.82	$62,535.32
			$682.70	$682.70	
11/1/2036	3.000%	$61,169.92	$682.70	$61,852.62	$62,535.32
		$1,000,000.00	$250,706.38	$1,250,706.38	$1,250,706.38

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1543

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$62,535**	**$0.12**	$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	**$62,535**	**$0.12**	$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 1543

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

1543

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating funds in connection with the Rehabilitation of Various Bridges and Embankments (CP 5850)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide for the rehabilitation of bridges and embankments at various locations.

SUMMARY OF SPECIFIC PROVISIONS: This is a current Capital Budget project for construction and no offset is required.

JUSTIFICATION: These funds will enable Suffolk County Department of Public Works to continue with Lettings for the rehabilitation of various bridges and embankments; in addition, it will enable the Department to respond to safety flag warnings that we are issued by the New York State Dept. of Transportation, for issues requiring immediate attention (Bridges Requirements Contract).

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

COUNTY OF SUFFOLK

1543

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: April 26, 2016

RE: Appropriating Funds in Connection with Rehabilitation of Various Bridges and Embankments (CP 5850)

Attached is a draft resolution to appropriate the sum of $1,000,000 for construction in connection with the above referenced project. There are sufficient funds included in the 2016 Capital Budget and Program for this project.

These funds will enable the Department to progress bridge and embankment rehabilitation projects by repairing roadway approaches and asphalt wearing surfaces over the concrete bridge decks, spall and crack repair to steel girders and undersides of the concrete decks, repairs to sidewalks, curbs and concrete railing members.

It is our intent to utilize these funds for the rehabilitation of Tuthills Creek Bridge, Town of Brookhaven and Timber Point, Town of Islip embankment repair. Additionally, funds will be utilized to issue order letters through the Department's Bridges requirements contract, which enables the Department to respond to Safety Flag Warnings/Violations issued to Suffolk County by the New York State Department of Transportation.

It may be necessary to add and/or substitute other locations due to permits, changes in priorities or other requirements to be determined by this Department.

The Suffolk County Council on Environmental Quality has reviewed these types of bridge rehabilitation projects and has determined that they constitute a Type II Action, as provisions of Title 6 NYCRR Part 617.5(c)(1), (2) and (27) involves the maintenance or repair of an existing structure and/or the replacement, rehabilitation or reconstruction in-kind, on the same site.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5850(Br Rehab).doc".

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Executive Assistant for Finance & Administration

1544

Intro. Res. No. - 2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, APPROPRIATING COUNTY AND FEDERAL FUNDS IN CONNECTION WITH APPLICATION AND REMOVAL OF LANE (PAVEMENT) MARKINGS (CP 5037)

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

WHEREAS, there are Federal and/or State funds available from the Federal Highway Administration for this project, identified as PIN 076093, under the Federal Highway Administration (FHWA) funding, with a share allocation of eighty percent (80%) Federal funds and twenty percent (20%) County funds; and

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

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

WHEREAS, a portion of the professional engineering services associated with the planning, design and construction of this project have been and may continue to be performed by the staff of the Department of Public Works; and

WHEREAS, sufficient funds are included in the 2016 Capital Budget and Program to cover the cost of said request under Capital Project 5037, with additional County Bonds included for the County's annual pavement marking program; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $4,900,000 in Suffolk County Serial Bonds; 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 resolution constitutes a Type II action pursuant to Title 6 NYCRR Part 617.5(C),(1),(4),(20),(27), in that this legislative decision involves continuing agency administration and management for the maintenance, repair and repaving of existing highways not involving the addition of new travel lanes; as such, the County 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 the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Application and

Removal of Lane (Pavement) Markings, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $880,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5037.329 (Fund 001 Debt Service)	50	Application and Removal of Lane Markings	$880,000

;and be it further

5th **RESOLVED,** that Federal Aid in the amount of $3,520,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-5037.329	50	Application and Removal of Lane Markings	$3,520,000

6th **RESOLVED**, that the proceeds of $500,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5037.330 (Fund 001 Debt Service)	50	Application and Removal of Lane Markings	$500,000

;and be it further

7th **RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of $1,380,000; and be it further

8th **RESOLVED**, that the County Comptroller is hereby authorized and directed to accept Federal funding in the amount of $3,520,000; and be it further

9th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of $3,520,000; and be it further

10th **RESOLVED,** that the County Comptroller is hereby authorized and directed to place into a debt service reserve fund any federal or state aid received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of $880,000 for the County share; and be it further

11th **RESOLVED**, that the County Comptroller is hereby authorized to accept Federal and/or State Marchiselli aid in connection with this project; and be it further

12th RESOLVED, that the Aided portion of this resolution will become effective upon receipt of the Federal Authorization; and be it further

13th RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1544

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, APPROPRIATING COUNTY AND FEDERAL FUNDS IN CONNECTION WITH APPLICATION AND REMOVAL OF LANE (PAVEMENT) MARKINGS (CP 5037)

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 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

For the aided project, there are Federal funds available from the Federal Highway Administration (FHWA) for this project, with a share allocation of eighty (80%) percent Federal funds ($3,520,000) and twenty (20%) percent County funds ($880,000). Suffolk County must "first instance" fund the entire cost of the project. County Comptroller is authorized to issue bond anticipation notes for the federal and/or state share. If short term notes are issued, the county would incur minimal interest costs. DPW to track staff and related costs associated with this project for chargeback purposes.

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

N/A

8. Proposed Source of Funding

For the aided project, Federal Funds 80% and Suffolk County Serial Bonds 20%. 100% County bonds for the annual marking program.

9. Timing of Impact

For Suffolk County Serial Bonds: It is anticipated that bonds will be issued Fall 2016 and debt service will commence Fall 2017. There is no impact in 2016. Earliest debt service fiscal impact will be in the 2017 Operating Budget. The appropriations within this resolution shall not be expended, encumbered or authorized, and that no bond or notes shall be issued, for this project until the County is in receipt of the Federal Authorization for this project.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		May 24, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1544

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$292,991**	**$0.55**	$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	**$292,991**	**$0.55**	$0.006

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

1544

Term of Bonds	5
Amount to Bond:	$1,380,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$265,046.05	$27,945.00	$292,991.05	$292,991.05
			$11,288.91	$11,288.91	
11/1/2018	2.000%	$270,413.24	$11,288.91	$281,702.15	$292,991.05
			$8,550.97	$8,550.97	
11/1/2019	2.000%	$275,889.10	$8,550.97	$284,440.08	$292,991.05
			$5,757.60	$5,757.60	
11/1/2020	2.000%	$281,475.86	$5,757.60	$287,233.46	$292,991.05
			$2,907.65	$2,907.65	
11/1/2021	2.125%	$287,175.75	$2,907.65	$290,083.40	$292,991.05
11/1/2022		$1,380,000.00	$84,955.27	$1,464,955.27	$1,464,955.27
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					

1544

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

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

** **

TIP Format Report for Selected Projects

AGENCY PIN WORKTYPE <AQ STATUS> AQ CODE	PROJECT DESCRIPTION COUNTY	TOTAL PROJECT COST	FUND SOURCES & OBLIGATION DATE	TOTAL 5-YEAR PROGRAM in millions of dollars	PHASE	PRE FFY 2014	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	POST FFY 2018
SUFFOLK CO. [redacted] SAFETY <Exempt>	REPLACEMENT OF INEFFECTIVE [redacted] [redacted] ON VARIOUS FEDERAL AID ELIGIBLE ROADS IN SUFFOLK COUNTY TO IMPROVE SAFETY AND MOBILITY		[redacted]	[redacted]	[redacted]				[redacted]			
AQC:A10P	SUFFOLK	TPC: $3.3-$5.6 M	TOTAL 5YR COST :	4.400		0.000	0.000	0.000	[redacted]	0.000	0.000	0.000

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2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

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

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

SUMMARY OF SPECIFIC PROVISIONS: This is a current Capital Budget project to cover the County Bonded portion for the County's annual Pavement Marking Program. The Federally-Aided portion provides for an 80/20 split ($3,530,000/$880,000) so there is no offset required.

JUSTIFICATION: These funds enable Suffolk County Department of Public Works to continue with our important annual Pavement Marking program, as well as Let the larger Aided project in the Fall of 2017.

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

COUNTY OF SUFFOLK

1544

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: April 26, 2016

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

Attached is a draft resolution to appropriate the sum of $4,900,000 for construction in connection with the above referenced project. There are sufficient funds included in the 2016 Capital Budget and Program for this project.

$500,000 of this appropriation is planned for our annual Pavement Marking program. This project is extremely important to improve motorist safety as lane markings are an integral part of the County roadway system. The remaining $4,400,000 is for a Federally-Aided Capital Project Letting anticipated for the Fall of 2017, in which pavement markings will be replaced and/or installed along 120 miles of Federal Aid eligible County Roads and approximately 150 Federal Aid eligible signalized intersections. Reimbursement is at 80% ($3,520,000). This program will improve vehicular, pedestrian and bicyclist safety by increasing pavement marking visibility during daytime, nighttime and wet conditions.

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

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

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

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Executive Assistant for Finance & Administration

Intro Res. No. 1545-16 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO -2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM, AUTHORIZING $8,600,000 IN FUNDS FOR THE PURCHASE OF NEW HYBRID-ELECTRIC TRANSIT BUSES FOR SUFFOLK COUNTY TRANSIT AND ACCEPTING AND APPROPRIATING FEDERAL AND STATE AID AND COUNTY FUNDS (CP 5658)

WHEREAS, The Commissioner of Public Works has requested funds to purchase public transit vehicles; and

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

WHEREAS, Resolution No. 128-2015 authorized the filing for and the execution of grants with the Federal Transit Administration (FTA) and the New York State Department of Transportation (NYSDOT) for mass transportation projects including the purchase of transit buses for Suffolk County Transit including spare parts, radios, other related equipment, pre and post delivery Buy America audits and inspection during manufacture; and

WHEREAS, Grant No. NY-90-X754 has been awarded to Suffolk County by the FTA and includes funds for various mass transportation projects for Suffolk County Transit including the purchase of transit buses for Suffolk County Transit; and

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

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

WHEREAS, sufficient funds have not been included within the 2016 Capital Budget and Program and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal and/or State aid; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system of capital projects as the basis for funding capital projects such as this project; and

WHEREAS, that the County Legislature, by resolution of even date herewith, has authorized the issuance of $860,000 in Suffolk County Serial Bonds to cover the County share of this purchase; 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 (25) and (27), in that the resolution concerns purchasing of furnishings, equipment and supplies, other than land, radioactive materials, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

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

3rd **RESOLVED**, that the Purchasing Division is authorized to acquire hybrid electric transit buses and related equipment, and including pre and post-delivery Buy America audits and inspection during manufacture subject to approvals of FTA and NYSDOT and pursuant to applicable federal and state regulations; and be it further

4th **RESOLVED,** that the 2016 Capital Budget and Program be and they are hereby amended as follows:

Project No. 5658
Project Title: Purchase of Public Transit Vehicles

	Total Estimated Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
5. Furniture and Equipment	$73,957,897	$ 819,000B $6,552,000F $ 819,000B	$ 860,000B $6,880.000F $ 860,000S
6. TOTAL	$73,957,897	$8,190,000	$8,600,000

; and be it further

5th **RESOLVED**, that that the proceeds of $860,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Proj. No.	Project Title	Amount
525-CAP-5658.555 (Fund 001 Debt Service)	Purchase of Public Transit Vehicles	$860,000

; and be it further

6th **RESOLVED**, that the State Aid be and they are hereby appropriated as follows:

Proj. No.	Project Title	Amount
Ref-525-CAP-5658.555	Purchase of Public Transit Vehicles	$860,000

; and be it further

7th **RESOLVED**, that the Federal Aid be and they are hereby appropriated as follows:

Proj. No.	Project Title	Amount
Ref-525-CAP-5658.555	Purchase of Public Transit Vehicles	$6,880,000

; and be it further

8th **RESOLVED**, that the County Comptroller is authorized to accept State and Federal aid in connection with this project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1545

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO -2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM, AUTHORIZING $8,600,000 IN FUNDS FOR THE PURCHASE OF NEW HYBRID-ELECTRIC TRANSIT BUSES FOR SUFFOLK COUNTY TRANSIT AND ACCEPTING AND APPROPRIATING FEDERAL AND STATE AID AND COUNTY FUNDS (CP 5658)

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 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

90% funded by Federal Transit Funds and New York State Department of Transportation aid funds. The County will provide 10% share of the project, estimated to be $860,000.

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

SEE ATTACHED DEBT SERVICE SCHEDULE

8. Proposed Source of Funding

Federal Transit Funds 80% ($6,880,000)
New York State Aid 10% ($860,000)
Suffolk County Serial Bonds 10% ($860,000)

9. Timing of Impact

For Suffolk County Serial Bonds: It is anticipated that bonds will be issued Fall 2016 and debt service will commence Fall 2017. There is no impact in 2016. Earliest debt service fiscal impact will be in the 2017 Operating Budget.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		May 24, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND 1545

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$182,589**	**$0.34**	$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	**$182,589**	**$0.34**	$0.004

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

1545

Term of Bonds	5
Amount to Bond:	$860,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$165,173.63	$17,415.00	$182,588.63	$182,588.63
			$7,035.12	$7,035.12	
11/1/2018	2.000%	$168,518.39	$7,035.12	$175,553.51	$182,588.63
			$5,328.87	$5,328.87	
11/1/2019	2.000%	$171,930.89	$5,328.87	$177,259.76	$182,588.63
			$3,588.07	$3,588.07	
11/1/2020	2.000%	$175,412.49	$3,588.07	$179,000.56	$182,588.63
			$1,812.02	$1,812.02	
11/1/2021	2.125%	$178,964.59	$1,812.02	$180,776.61	$182,588.63
11/1/2022		$860,000.00	$52,943.14	$912,943.14	$912,943.14
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
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1545

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

1545

Intro. Res. No.1068-2015 Laid on Table 2/3/2015
Introduced by Presiding Officer, on request of the County Executive and Legislator Muratore

RESOLUTION NO. 128 -2015, AUTHORIZING THE FILING OF A GRANT APPLICATION FOR FEDERAL FISCAL YEARS 2012 AND 2013 SECTION 5307 FORMULA FUNDS FOR MASS TRANSPORTATION PROJECTS FOR SUFFOLK COUNTY TRANSIT

WHEREAS, the Administrator of the Federal Transit Administration (FTA) has been delegated authority to award financial capital assistance for mass transportation projects; and

WHEREAS, in Federal Fiscal Year 2012 Suffolk County was allocated $6,269,032 in capital assistance funds under Section 5307 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), and in Federal Fiscal Year 2013 was allocated $6,418,882 in capital assistance funds, under Section 5307 of the Moving Ahead for Progress in the 21st Century Act (MAP-21); and

WHEREAS, the County of Suffolk is a Designated Recipient of Federal formula funds for mass transportation capital projects as defined by 49 U.S.C. Section 5307(a)(2); and

WHEREAS, the grant contracts for Federal and State financial assistance will impose certain obligations upon the County, and will require the County to commit resources necessary to cover the entire grant with the understanding that reimbursement at the ratio of 80% Federal funds and 20% non-federal funds will be made and that the State share will be used to fund up to 50% of the non-federal share of federally funded projects, but not to exceed 10% of federally funded projects costs and that the County will provide the remaining 10% local share of project costs; and

WHEREAS, the County will provide all annual certifications and assurances required for the project to the Federal Transit Administration; and

WHEREAS, it is required by the U.S. Department of Transportation, in accord with the provision of Title VI of the Civil Rights Act of 1964, as amended, that the County give an assurance that it will comply with the Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; 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 (25) and (27), in that the resolution concerns purchasing of furnishings, equipment and supplies, other than land, radioactive materials, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that the Designee of the County Executive of Suffolk County is hereby authorized to file and execute an application for Federal assistance on behalf of the County of Suffolk with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a

1545

project administered by the Federal Transit Administration; and be it further

3rd **RESOLVED**, that the County proposes to utilize allocated Federal Fiscal Years 2012 and 2013 funds to aid in the financing of capital mass transportation projects pursuant to Section 5307 of the Federal Transit Act, a Program of Projects and Budget being described as follows:

Related Capital Program Number	Program of Projects	Estimated Total Cost
5658	Purchase of Replacement Dual Mode Transit Buses (including related equipment)	$12,000,000
5658	Purchase Replacement Paratransit Vans (including related equipment)	$900,000
5658	Purchase Service Vehicles	$75,000
5659	Upgrade paratransit reservation system	$125,000
5655	Conduct on-board O/D bus survey	$150,000
--	Contingencies	$9,893
--	Project Administration	$300,000
--	Preventive Maintenance	$1,800,000
--	Complimentary Service ADA	$500,000
	Total Estimated Cost of the Program of Projects	$15,859,893
	Estimated Federal Share: 80%	$12,687,914
	Estimated State Share: 10%	$1,585,989
	Estimated County Share: 10%	$1,585,989

and be it further

4th **RESOLVED**, that the Designee of the County Executive of Suffolk County is hereby authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964; and to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the Program of Projects and Budget; and be it further

5th **RESOLVED**, that the Designee of the County Executive of Suffolk County is hereby authorized to execute grant agreements on behalf of the County of Suffolk with the U.S. Department of Transportation and the New York State Department of Transportation for aid in the financing of the capital assistance Program of Projects and Budget herein described.

1545

DATED: March 3, 2015

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: March 17, 2015

1545

MEMORANDUM OF SUPPORT

TITLE OF BILL: AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM, AUTHORIZING $8,600,000 IN FUNDS FOR THE PURCHASE OF NEW HYBRID-ELECTRIC TRANSIT BUSES FOR SUFFOLK COUNTY TRANSIT AND ACCEPTING AND APPROPRIATING FEDERAL AND STATE AID AND COUNTY FUNDS (CP 5658)

PURPOSE OR GENERAL IDEA OF BILL: Authorizes $8,600,000 in funds to acquire hybrid diesel-electric transit buses including related equipment, and pre and post-delivery Buy America audits and inspection during manufacture and accept and appropriate Federal and State aid and County funds for this project.

SUMMARY OF SPECIFIC PROVISIONS: Authorizes $8,600,000 in funds to acquire hybrid diesel-electric transit buses including related equipment, and pre and post-delivery Buy America audits and inspection during manufacture and accept and appropriate Federal and State aid and County funds for this project. Amends capital program to account for these funds.

JUSTIFICATION: The transit buses operated by Suffolk County Transit need replacement regularly and in accordance with Federal age and mileage criteria.

FISCAL IMPLICATIONS: The total cost is estimated to be $8,600,000 with the federal, state and county shares being 80%, 10% and 10%, respectively, of the total project costs. Funds for this project are available under FTA grant NY-90-X754.

COUNTY OF SUFFOLK

1545

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
Department of Public Works

DATE: May 3, 2016

RE: Draft resolution authorizing $8,600,000 in funds for the purchase of hybrid diesel-electric transit buses for Suffolk County Transit

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Attached, please find a draft resolution authorizing $8,600,000 in funds for the purchase of hybrid diesel-electric transit buses for Suffolk County Transit. This proposed legislation will authorize the Purchasing Division to acquire an estimated 12 new transit buses including related equipment, and pre and post-delivery Buy America audits and inspection during manufacture and accept and appropriate Federal and State aid and County funds for this project. The SCIN Forms 175a and Statement of Financial Impact Form are attached.

The total cost is estimated to be $8,600,000 with the federal, state and county shares being 80%, 10% and 10%, respectively, of the total project costs. Funds for this project are available under FTA grant NY-90-X754.

This proposed resolution, with backup, will be forwarded electronically titled: "Reso-DPW- Purchase of Hybrid Diesel Electric Transit Buses May 2016."

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

GA:GL:cc
Enclosures

Intro. Reso. No. 1546-16 Laid on Table 6/1/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $35,096 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 79.4% SUPPORT.

WHEREAS, the United States Department of Justice, Drug Enforcement Administration (DEA), has made $70,192 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, an additional $17,548 of this funding was appropriated by Adopted Resolution No. 298-2016 for the participation of an additional Suffolk County Police Detective on the DEA Long Island Task Force; and

WHEREAS, the DEA has requested that two additional Suffolk County Police Detectives be assigned to the Task Force, for a total participation of four Detectives; and

WHEREAS, the DEA will provide additional reimbursement in the amount of $17, 548 each for the participation of the third and fourth Detectives resulting in a total remuneration of $70,192 for the participation of four 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 - $35,096

REVENUES:

Fund	Department	Unit	Revenue Code	Amount
001	POL	3744	4379	35,096

ORGANIZATIONS:

Police Department (POL)
DEA Long Island Task Force FFY16
001-POL-3744 - $35,096

1000-PERSONAL SERVICES: $35,096

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	POL	DEG	3744	1120	0000	Overtime	35,096

and be it further

2nd **RESOLVED**, that the non-reimbursable fringe benefits of approximately $9108 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:

1546

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title Of Bill: Accepting and appropriating federal funding in the amount of $35,096 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. 4% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept an additional $35,096 in funding from the United States Department of Justice, Drug Enforcement Administration for a total of $70,192 to support the participation of four Suffolk County Police Department Detectives in the DEA Long Island Task Force. Two initial awards of $17,548 each were appropriated by Adopted Resolutions 1124-2015 and 298-2016 for the participation of two Suffolk County Police Detectives in the Task Force.

SUMMARY OF SPECIFIC PROVISIONS: The Drug Enforcement Administration has allocated an additional $35,096 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 four 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 $9,108 will be incurred through September 29, 2016. Additional costs will only be incurred if the program receives additional funding in subsequent years.

1546

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 $35,096 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 79.4% 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 $35,096 for participation in the DEA Long Island Force FFY16 and will incur approximately $9,108 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 $9,108 associated with the overtime salaries funded by this allocation 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	SK	5-3-16

SCIN FORM 175b (10/95)

PS - 5-23-16

FINANCIAL IMPACT 1546
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

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 CO REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT (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

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk	DATE 2/11/2016 REV: 5/3/2016

Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980 1546	
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 $35,096 has been allocated to support the participation of two additional Detectives on the Task Force. Two initial awards of $17,548 were appropriated by Adopted Resolution No.s 1124-2015 and 298-2016
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	*EIGHTH FUNDING CYCLE*		*EIGHTH FUNDING CYCLE Supplemental*		*EIGHTH FUNDING CYCLE 2nd Supplemental*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$17,548	79.14%	$17,548	79.14%	$35,096	79.4%
State	$		$		$	
Private	$		$		$	
County	$4,624	20.86%	$4,624	20.86%	$9,108	20.6%
Total	$22,172	100%	$22,172	100%	$44,204	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:	$9,108	$	$9,108
A. Cash Contribution	$9,108	$	$9,108
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:	**35,096**			
1100 Permanent Salaries				
1110 Interim Salaries				
1120 Overtime Salaries	35,096			
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		**9,108** 8,599 509		Fringe benefits are not reimbursable under this funding program
OTHER (List Source & Brief Explanation)				1546

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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SECOND ADDENDUM to State and Local Task Force Agreement between LONG ISLAND DISTRICT OFFICE AND SUFFOLK COUNTY POLICE DEPARTMENT

This agreement is a second 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 **four (4)** 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: 3/18/16

James J. Hunt
Special Agent in Charge
New York Division

For the Suffolk County Police Department:

Date: 3/31/16

Timothy Sini
Acting Commissioner

1546

DEA

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

1546

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

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.

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.

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:

Date: 9/21/15

James J. Hunt
Special Agent in Charge

For the Suffolk County Police Department:

Date: 9/30/15

Edward Webber
Commissioner

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 from. 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 subrecipients 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-

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(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)

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

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OFFICE OF THE POLICE COMMISSIONER

TIMOTHY D. SINI
POLICE COMMISSIONER

MEMORANDUM

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

FROM: **Robert G. Cassagne, Chief of Support Services**
Suffolk County Police Department

DATE: **May 3, 2016**

SUBJECT: **Resolution Packets & SCIN Forms for**
DEA sponsored Long Island Task Force FFY16 – 2nd Supplemental Award

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Attached please find the following for the DEA Long Island Task Force FFY 16 2nd 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
9. Copy of Adopted Resolution No. 298-2016

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 $35,096 in Federal funding pursuant to the DEA Long Island Task Force Agreement. This funding, in addition to two prior amounts of $17,548 each appropriated by Adopted Resolution No.s 1124-2015 and 298-2016, will allow four 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.

RGC/sck
Att.

Intro. Reso. No. 1547-16 Laid on Table 6/1/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $7,500 FROM THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES IMMIGRATION & CUSTOMS ENFORCEMENT (ICE), FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE ICE EL DORADO TASK FORCE WITH 79.4% SUPPORT.

WHEREAS, the Department of Homeland Security, United States Immigration & Customs Enforcement has made available of $52,500 in Federal funding to Suffolk County for participation of the Suffolk County Police Department in the ICE El Dorado Task Force; and

WHEREAS, $45,000 of this funding was appropriated by Adopted Resolution No. 1126-2015 for the participation of three Suffolk County Police Detectives on the ICE El Dorado Task Force FFY16; and

WHEREAS, ICE has requested that an additional Suffolk County Police Detective be assigned to the Task Force, for a total participation of four Detectives; and

WHEREAS, ICE will provide additional reimbursement in the amount of $7,500 for the participation of the fourth Detective resulting in a total remuneration of $52,500 for the participation of four Detectives; and

WHEREAS, the mission of said Task Force is to engage in Homeland Security Investigations falling under the purview of U.S. Immigration and Customs Enforcement; and

WHEREAS, the operational period of the Program is from October 1, 2015 through September 30, 2016; and

WHEREAS, said reimbursement funds have not been included in the 2016 Suffolk County Operating Budget; and

WHEREAS, ICE has agreed to provide the Task Force with a vehicle for which ICE will assume all leasing and maintenance costs paying such directly to a third party provider; and

WHEREAS, said vehicle will be used solely for ICE El Dorado Task Force activities; and

WHEREAS, the only costs to the County will be fuel costs; and

WHEREAS, the acceptance of this vehicle will temporarily increase the fleet of the Suffolk County Police Department by one (1) vehicle; 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 lease or purchase, has been granted via duly enacted Resolution of the Suffolk County Legislature; 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:

ICE El Dorado Task Force FFY16 - $7,500

REVENUES:

Fund	Department	Unit	Revenue Code	Amount
001	POL	3745	4323	7,500

ORGANIZATIONS:
Police Department (POL)
ICE El Dorado Task Force FFY16
001-POL-3745 - $7,500

1000-PERSONAL SERVICES: $7,500

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	POL	DEG	3745	1120	0000	Overtime	7,500

and be it further

2nd **RESOLVED**, that the non-reimbursable fringe benefits of approximately $1,947 associated with the overtime salaries for this program are included in the 2016 Suffolk County Operating Budget; and be it further

3rd **RESOLVED**, that the Suffolk County Legislature hereby authorizes the fleet of the Suffolk County Police Department be temporarily increased by one (1) vehicle, hereby approved pursuant to Chapter 255-2 (b) (6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the County vehicle standard, for use by the Suffolk County Police Department; and be it further

4th **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

5th **RESOLVED**, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of Homeland Security, Immigrations and Customs Enforcement.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County
Date of Approval:

1947

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title Of Bill: Accepting and appropriating federal funding in the amount of $7,500 from the Department of Homeland Security, United States Immigration & Customs Enforcement (ICE), for the Suffolk County Police Department's participation in the Ice El Dorado Task Force with 79.4% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $7,500 in funding from the Department Of Homeland Security, United States Immigration & Customs Enforcement (ICE), to support the participation of an additional Suffolk County Police Department Detective in the ICE El Dorado Task Force. Prior funding of $45,000 for three Detectives was accepted by adopted Resolution #1126-2015. Additionally, the instant Resolution will allow a temporary increase to the Suffolk County Police Department Fleet by one (1) vehicle to be supplied by ICE for use by the Task Force Detectives.

SUMMARY OF SPECIFIC PROVISIONS: The Department Of Homeland Security, United States Immigration & Customs Enforcement (ICE) has allocated an additional $7,500 to the Suffolk County Police Department to support its involvement in the ICE El Dorado Task Force. This funding will supplement the initial amount of $45,000 accepted by adopted Resolution #1126-2015 and will allow the participation of four Detectives on the Task Force. ICE is also supplying Suffolk County Police Department Detectives with a vehicle necessitating a temporary increase in the Suffolk County Police Department fleet.

JUSTIFICATION: The Suffolk County Police Department participates in the ICE El Dorado Task Force. In order to facilitate the Suffolk County Police Department's participation, the Department of Homeland Security, ICE provides reimbursement funding to assist with costs incurred.

FISCAL IMPLICATIONS: Non-reimbursable employee fringe benefit costs of approximately $1,947 will be incurred through September 30, 2016. The vehicle will only incur fuel costs. Additional costs will only be incurred if the program receives additional funding in subsequent years.

1547

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 $7,500 FROM THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES IMMIGRATION & CUSTOMS ENFORCEMENT (ICE), FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE ICE EL DORADO TASK FORCE WITH 79.4% 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 $7,500 for the Suffolk County Police Department's participation in the ICE El Dorado Task Force and for the provision of a vehicle at no cost to the County except for fuel costs.

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

Non-reimbursable fringe benefits on this overtime allocation of $1,947 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		5/2/2016

6-23-16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER 1547

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 CO REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT O 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

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk	DATE 11/4/2015 REV 5/2/2016

Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980 1547	
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: ICE El Dorado Task Force FFY16

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program), 31 U.S.C. 9703, Treasury Forfeiture Fund Act of 1992, Continuing Appropriations Act, 2016, P.L. 114-53, Administered by the U. S. Department of Homeland Security, U.S. Immigration & Customs Enforcement, Office of the Special Agent in Charge, New York

3. Grant/Contract Status (Check One Box)
A. ___New Program Application
B. __Renewal Application
C. _X__ Supplemental (Specify) ___Additional Funding for the ICE El Dorado Task Force FFY16 enabling the SCPD to add an additional Detective to the Task Force, initial funding for 3 Detectives (45,000) accepted by adopted Resolution No. 1126-2015_
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 ICE (Immigration and Customs Enforcement) El Dorado Task Force, a task force formed to conduct official Homeland Security Investigations.

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

II. BUDGET INFORMATION

1. Term of Contract From: 10/01/15 To: 09/30/16

2. Financial Assistance Requested

SOURCE	*SEVENTH FUNDING CYCLE*		*EIGHTH FUNDING CYCLE*		*EIGHTH FUNDING CYCLE- Supplemental*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$45,000	77.55%	$45,000	79.14%	$7,500	79.4%
State	$		$		$	
Private	$		$		$	
County	$13,028	22.45%	$11,858	20.86%	$1,947	20.6%
Total	$58,028	100%	$56,858	100%	$9,447	100%

3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$1,947	$	$1,947
A. Cash Contribution	$1,947	$	$1,947
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:	**7,500**			
1100 Permanent Salaries				
1110 Interim Salaries				
1120 Overtime Salaries	7,500			
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		**1,947** 1,839 108		Fringe benefits are not reimbursable under this funding program
OTHER (List Source & Brief Explanation)				

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	Susan C. Krause, Grants Analyst 852-6601

Resolution Involves:

____ Technical Amendment

____ New Program

__X__ Grant Award

____ Contract (New_ Rev.__)

Explanation of Proposed Resolution

Accepting and appropriating funds in the amount of $7,500 from the Department of Homeland Security, United States Immigration & Customs Enforcement, for the participation of an additional Suffolk County Police Department Detective in the ICE El Dorado Task Force, this will result in a total of four participating Detectives. Funding for the initial three Detectives was accepted by adopted Resolution #1126-2015

Summary of Resolution Benefits

Acceptance and approval of this resolution will enable the Police Department to enhance its participation in the ICE El Dorado Task Force through the addition of a fourth Detective.

Campbell, Muriel

From: Molina, Jason <Jason.Molina@ice.dhs.gov>
Sent: Tuesday, April 19, 2016 12:29 PM
To: Decastro, Manuel
Cc: Campbell, Muriel; Hom, Fred
Subject: RE: Slot money for TFO Mercado

Muriel,

My apologies for not getting back to you yesterday. I think it's probably best to prorate. Also, all leasing and maintenance costs related to TFO Mercado's vehicle will be paid by HIDTA.

Thank you,

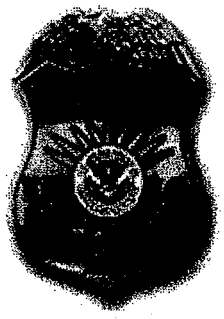
Jason J. Molina
Assistant Special Agent in Charge
ICE-Homeland Security Investigations
ASAC Long Island Office
Desk-631-851-4536
Cell-347-992-8755

From: Decastro, Manuel
Sent: Monday, April 18, 2016 10:50 AM
To: Molina, Jason
Cc: muriel.campbell@suffolkcountyny.gov; Hom, Fred
Subject: Slot money for TFO Mercado

Jason-

Muriel from SCPD wants to know if HSI intends to provide the full amount of slot money for TFO Mercado. If not, she prorated the OT expense to be approximately $7,500.00.

Manny



Supervisory Special Agent Manuel J. DeCastro
Department of Homeland Security
Homeland Security Investigations
Public Safety Group
545 Federal Plaza
Central Islip, New York 11722
Office: (631) 851-4547

Krause, Susan C.

From: Molina, Jason <Jason.Molina@ice.dhs.gov>
Sent: Monday, April 25, 2016 4:58 PM
To: Krause, Susan C.
Cc: Campbell, Muriel; Dillon, Timothy; Hom, Fred; Furey, Sarah
Subject: RE: SLOT money for TFO Mercado

Hi Susan,

ICE is authorizing a fourth detective (Det. Raul Mercado) and please pro-rate the SLOT to $7500.

Thank you,

Jason J. Molina
Assistant Special Agent in Charge
ICE-Homeland Security Investigations
ASAC Long Island Office
Desk-631-851-4536
Cell-347-992-8755

From: Krause, Susan C. [mailto:Susan.Krause@suffolkcountyny.gov]
Sent: Monday, April 25, 2016 4:53 PM
To: Molina, Jason
Cc: Campbell, Muriel; Dillon, Timothy; Hom, Fred; Furey, Sarah
Subject: SLOT money for TFO Mercado

Hi ASAC Molina,

I am in charge of drafting local legislation so that the SCPD can accept reimbursement funding from ICE for our participation on the El Dorado Task Force. I drafted and had adopted, last year, a resolution to allow three of our officers to participate on the Task Force for the 2016 funding period but Muriel Campbell has advised me that another Detective, Detective Mercado will be added. Can you send me an e-mail indicating that ICE is authorizing a fourth Detective to participate on the Task Force and the amount of the reimbursement for the fourth Detective?

As soon as I receive this from you, I can move forward with the resolution. Please let me know if you have any questions or concerns and thank you very much for your help.

Have a good evening.

Best regards,

Susan

Susan C. Krause
Grants Analyst
Budget Section
Suffolk County Police Department
631-852-6601
FAX 631-852-6666

MEMORANDUM OF UNDERSTANDING

between

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT
HOMELAND SECURITY INVESTIGATIONS

and

Suffolk County Police Department

regarding

THE DESIGNATION OF Suffolk County Police Department **EMPLOYEES**
AS CUSTOMS OFFICERS (EXCEPTED)

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and Suffolk County Police Department.

2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of enforcing state and local laws of New York.

3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of Suffolk County Police Department.

   Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), *HSI is not conveying the authority to enforce administrative violations of immigration law.*

   There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of Suffolk County Police Department to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. **RESPONSIBILITIES.**

   The Parties agree as follows:

   HSI agrees to:

   a. Designate certain employees of Suffolk County Police Department as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;

   b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;

   c. Provide appropriate training in laws, policies, and procedures to each designated employee;

d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and

e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, *et seq.*).

Suffolk County P.D agrees:

a. That only sworn law enforcement officers of Suffolk County Police Department who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);

b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);

c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;

d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;

e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and

f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and

b. To schedule periodic meetings to review this MOU, as required.

5. **REPORTING AND DOCUMENTATION.** HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and Suffolk County Police Department.

If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

6. **POINTS OF CONTACT.**

HSI Office: Homeland Security Investigations	Suffolk County P.D :
Name: Angel M. Melendez	Name: Timothy D. Sini
Title: Special Agent in Charge	Title: Commissioner
Address: 601 West 26th Street, 7th Floor	Address: 30 Yaphank Avenue
New York, NY 10001	Yaphank, NY 11980
Telephone Number: +1 (646) 230-3301	Telephone Number: +1 (631) 852-6000
Fax Number: +1 (646) 313-4366	Fax Number:
E-mail Address:	E-mail Address: SCPDINFO@suffolkcountyny.gov

7. **OTHER PROVISIONS.** This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

8. **EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.

9. **MODIFICATION.** This MOU may be amended by the written concurrence of both Parties.

10. **TERMINATION.** This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

Angel M. Melendez	Timothy D. Sini
Name of HSI Official	Name of Suffolk PD 's Official
Special Agent in Charge	Commissioner
Title of HSI Official Homeland Security Investigations U.S. Immigration and Customs Enforcement	Title of Suffolk PD 's Official Name of Suffolk PD 's Agency
Date: 2/28/16	Date: 4/11/16

AGREEMENT BETWEEN HOMELAND SECURITY LAW ENFORCEMENT AGENCIES
AND
LOCAL, COUNTY, AND STATE LAW ENFORCEMENT AGENCIES
FOR THE REIMBURSEMENT OF EXPENSES

****

This agreement is entered into by the **SUFFOLK COUNTY POLICE DEPARTMENT** and **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK** for the purpose of receiving reimbursable costs incurred by the **SUFFOLK COUNTY POLICE DEPARTMENT** in providing resources to joint operations/task forces

Payments may be made to the extent they are included in the Homeland Security law enforcement agency's Fiscal Year Plan, and the monies are available within the Treasury Forfeiture Fund to satisfy the request(s) for reimbursable overtime expenses.

I. LIFE OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties and will remain in effect until terminated by either party.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county and state law enforcement agencies incurred as participants in joint operations/task forces with a Department of Homeland Security law enforcement agency.

III. PURPOSE OF THIS AGREEMENT

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

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

EL DORADO TASK FORCE

V. CONDITIONS AND PROCEDURES

A. Assignment of SUFFOLK COUNTY POLICE DEPARTMENT INVESTIGATORS

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

B. REQUESTS FOR REIMBURSEMENT OF OVERTIME EXPENSES

1. The **SUFFOLK COUNTY POLICE DEPARTMENT** may request reimbursement for payment of overtime expenses directly related to work performed by its officer(s) assigned as members of a Joint Task Force with **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT** for the purpose of conducting official Homeland Security investigations.

2. The **SUFFOLK COUNTY POLICE DEPARTMENT** shall ensure that they are active participants in the EFT program within 10 days of the signing of this agreement.

3. Invoices submitted for the payment of overtime to local/county/state must be submitted on the agency's letterhead. The invoice shall be signed by an authorized representative of that agency.

4. The **SUFFOLK COUNTY POLICE DEPARTMENT** will submit all requests for reimbursable payments, together with appropriate documentation, to **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK, 601 WEST 26th STREET, SUITE 700, NEW YORK, NEW YORK 10001, ATTN: CARMEN RICCI (TELEPHONE NUMBER 646-230-3200).**

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

The **SUFFOLK COUNTY POLICE DEPARTMENT** shall also certify that requests for reimbursement of overtime expenses have not been made to other Federal law enforcement agencies who may also be participating with the operation or task force.

The **SUFFOLK COUNTY POLICE DEPARTMENT** acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the operation or task force and are responsible for the payment of overtime earnings, withholdings, insurance coverage and all other requirements by law, regulation, ordinance or contract regardless of the reimbursable overtime charges incurred.

5. All requests for reimbursement of costs incurred by the **SUFFOLK COUNTY POLICE DEPARTMENT** must be approved and certified by **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK**. The Homeland Security law enforcement agency shall countersign the invoices for payment.

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

C. **PROGRAM AUDIT**

This agreement and its procedures are subject to audit by **U.S. IMMIGRATION & CUSTOMS ENFORCEMENT**, the Department Homeland Security – Office of Inspector General, the General Accounting Office, and other government designated auditors. The **SUFFOLK COUNTY POLICE DEPARTMENT** agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until the audit is completed. These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

Intro. Res. No.1952-2015 Laid on Table 12/1/2015
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. 1126 -2015, ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $45,000 FROM THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE), FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE ICE EL DORADO TASK FORCE WITH 79.14% SUPPORT

WHEREAS, the Department of Homeland Security, United States Immigration and Customs Enforcement has made available an initial amount of $45,000 in Federal funding to Suffolk County for participation of the Suffolk County Police Department in the ICE El Dorado Task Force; and

WHEREAS, the project period is October 1, 2015 through September 30, 2016; and

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

1st **RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said reimbursement funds as follows:

REVENUE:	AMOUNT
001-4323 - Federal Aid: ICE El Dorado Task Force FFY16	$45,000

ORGANIZATIONS:

Police Department (POL)
ICE El Dorado Task Force FFY16
001-POL-3745

1000-Personnel Services	$45,000
1120-Overtime Salaries	$45,000

and be it further

2nd **RESOLVED**, that the non-reimbursable fringe benefits of approximately $11,858 associated with the overtime salaries for this program are included in the 2015 Suffolk County Operating Budget; and be it further

3rd **RESOLVED**, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and U.S. Immigration and Customs Enforcement, Office of the Special Agent in Charge, New York.

DATED: December 15, 2015

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: December 21, 2015

OFFICE OF THE POLICE COMMISSIONER

TIMOTHY D. SINI
POLICE COMMISSIONER

MEMORANDUM

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

FROM: **Robert G. Cassagne, Chief of Support Services**
Suffolk County Police Department

DATE: **May 3, 2016**

SUBJECT: **Resolution Packets & SCIN Forms for the United States Immigration & Customs Enforcement (ICE) sponsored ICE El Dorado Task Force FFY 16 Supplemental Award**

Attached please the following for the ICE El Dorado Task Force FFY16 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 Suffolk County Police Department and the U.S. Immigration & Customs Enforcement, Office of the Special Agent in Charge, New York
7. Copy of e-mail regarding addition of Detective
8. Copy of e-mail regarding vehicle
9. Copy of Adopted Resolution No. 1126-2015

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.

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.

Intro. Reso. No. 1548-16 Laid on Table 6/1/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $153,970 IN STATE FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES, FOR THE PUBLIC SAFETY ANSWERING POINT (PSAP) 2015 GRANT PROGRAM WITH 100% SUPPORT.

WHEREAS, the New York State Division of Homeland Security and Emergency Services, Office of Interoperable and Emergency Communications has made $153,970 in State funding available to partially support the Suffolk County Police Department's project to enhance Suffolk County's Public Safety / E911 response through the implementation of Next Generation 911 Technologies; and

WHEREAS, said project is designed to improve the Suffolk County's capabilities with regard to response to and routing of Public Safety / E911 calls by consolidating multiple Public Safety Answering Points (PSAP) into a single system with each PSAP being a node on the system; and

WHEREAS, the operational period of the Project will be from January 1, 2016, through December 31, 2016; and

WHEREAS, said grant funds totaling $153,970 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:

Public Safety Answering Point (PSAP) 2015 - $153,970

REVENUE:

Fund	Department	Unit	Revenue Code	Amount
102	POL	3609	3391	153,970

ORGANIZATIONS:

Police Department (POL)
Public Safety Answering Point (PSAP) 2015 Grant Program
102-POL-3609-$153,970

4000 UTILITIES: $153,970

Fund	Dept	Budget Type	Unit	Activity	Description	Amount
102	POL	DEG	3609	4010	Telephone & Telegraph	153,970

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 of Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution; and be it further

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:

1548

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title of Bill: Accepting & appropriating a grant in the amount of $153,970 in State funding from the New York State Division of Homeland Security and Emergency Services for the Public Safety Answering Point (PSAP) 2015 grant program with 100% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept a grant award of $153,970 to improve Suffolk County's ability to respond to Public Safety / E911 calls through the implementation of Next Generation 911 technologies.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept funding in the amount of $153,970 from the New York State Division of Homeland Security and Emergency Services to support the enhancement of Public Safety / E911 response through the implementation of Next Generation 911 technologies.

JUSTIFICATION: The Suffok County Police Department operates a Public Safety Answering Point (PSAP) within Suffolk County. Next Generation 911 technologies will greatly enhance the abilities of the Suffolk County Police Department to respond to Public Safety and E911 calls, as well as provide a consolidated system for the other agencies operating Public Safety Answering Points in Suffolk County.

FISCAL IMPLICATIONS: Grant funding will provide partial funding for the County's overall Next Generation 911 project. Acceptance of grant funding will allow Suffolk County to be reimbursed for $153,970 of the total project costs.

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

1548

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $153,970 IN STATE FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES, FOR THE PUBLIC SAFETY ANSWERING POINT (PSAP) 2015 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 $153,970 to support the implementation of NextGen 911 technology which will enable the consolidation of the 12 PSAPs currently active in Suffolk County. Once this has been accomplished there will be a complete redundancy of the 911 system. Should one PSAP go offline another PSAP will be able to assume the calls. Additionally, each PSAP will be able to operate out of any other PSAPs facility should their existing facility become unavailable.

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 1, 2016 and December 31, 2016.

8. Proposed Source of Funding

No matching funds are required. This is a large project which is being funded by the fund 102 operating budget, the funding at hand will reduce the County's total cost.

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Susan C. Krause, Grants Analyst		5/5/2016

PS. 5-23-16

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND 1548

	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 CO REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT O 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

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk	DATE: May 5, 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 **Public Safety Answering Point (PSAP) 2015**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) 2015-16 New York State Budget, administered by the New York State Division of Homeland Security and Emergency Services, Office of Interoperable and Emergency Communications

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.).
The project will provide partial reimbursement for the Suffolk County Police Department's project to enhance Public Safety / E911 response through the implementation of Next Generation 911 technologies.

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

II. BUDGET INFORMATION

1. Term of Contract From: 1/1/16 To: 12/31/16

2. Financial Assistance Requested

SOURCE	*FIRST FUNDING CYCLE*		*SECOND FUNDING CYCLE*		*THIRD FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$	%	$	%	$	%
State	$250,381	100%	$168,290	100%	$153,970	100 %
Private	$	%	$	%	$	%
County	$	%	$	%	$	%
Total	$250,381	100%	$ 168,290	100 %	$153,970	100%

SCIN FORM 164

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 2070 Cameras & Photographic 2090 Radio and Communication 2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph 4210 Computer Services	**153,970** 153,970			
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 Benefit Fund Contribution				
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				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)

NEW YORK STATE | Homeland Security and Emergency Services

ANDREW M. CUOMO
Governor

JOHN P. MELVILLE
Commissioner

December 28, 2015

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

Dear Mr. Bellone,

I am pleased to announce that Suffolk County has been awarded $153,970 under the New York State 2015-16 Public Safety Answering Points Operations Grant Program (2015-16 PSAP Grant). This program, administered by my agency, allows for State support to counties for eligible public safety call-taking and dispatching expenses. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the State.

The performance period for the 2015-16 PSAP grant will be 12 months, beginning calendar year 2016 (January 1, 2016 – December 31, 2016). Expenses that you wish to claim must occur within that period. No extensions beyond that period will be allowed. In order to provide these funds to you as quickly as possible, our program office will work with your designated PSAP point of contact, to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Andrew Cuomo, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of "*your public safety first*" responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Director, Robert Barbato, at 518-322-4911.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

John P. Melville
Commissioner

cc: Mr. Dennis Cohen, Chief Deputy County Executive

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: C198554 (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: 2015PSAP CFDA NUMBER: DHSES NUMBERS: WM15198554
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809 DUN & BRADSTREET NO: 065949190	INITIAL CONTRACT PERIOD: FROM 01/01/2016 TO 12/31/2016 FUNDING AMOUNT FOR INITIAL PERIOD: $153,970.00
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 **Public Safety Answering Points Grant**

Project No.	**Grantee Name**	
PS15-1020-D00	Suffolk County	05/05/2016

Award Contract

Public Safety Answering Points Grant

Project No.	**Grantee Name**	
PS15-1020-D00	Suffolk County	05/05/2016

Award Contract **Public Safety Answering Points Grant**

Project No.	**Grantee Name**	
PS15-1020-D00	Suffolk County	05/05/2016

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

VER 07/15

Certified by - on

Award Contract **Public Safety Answering Points Grant**

Project No.	**Grantee Name**	
PS15-1020-D00	Suffolk County	05/05/2016

Budget Summary by Participant

Suffolk County - Version 1

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Consultant Costs Related to Annual System Managed Services for NextGen911 System (Partial funding on 5 year agreement)	1	$153,970.00	$153,970.00	$153,970.00	$0.00
	Total			$153,970.00	$153,970.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$153,970.00	$153,970.00	$0.00

Suffolk County Police Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$153,970.00	$153,970.00	$0.00

Award Contract **Public Safety Answering Points Grant**

Project No.	**Grantee Name**	
PS15-1020-D00	Suffolk County	05/05/2016

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 **Public Safety Answering Points Grant**

Project No.	**Grantee Name**	
PS15-1020-D00	Suffolk County	05/05/2016

Work Plan

Goal

Facilitate the operation of public safety communications to support statewide interoperable communications for first responders.

Objective #1

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Not Applicable

Target Capability
Primary - Not Applicable

To facilitate PSAP consolidation, regional initiatives, implementation of NG-911, improvements in operations of public safety communications; develop multi-jurisdictional PSAPs compatibility throughout the state and support statewide interoperable communications for first responders, thus improving safety of the public.

Task #1 for Objective #1

Conduct allowable planning and servicing activities related to interoperable communications initiatives.

#	Performance Measure
1	Planning and service activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced the interoperable communications capabilities in the jurisdiction.

Objective #2

G & T Workplan Code - Not Applicable

Investment Justification - Not Applicable

Target Capability
Primary - Not Applicable

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

Task #1 for Objective #2

Provide equal employment opportunities for minority group members and women (EEO).

#	Performance Measure
1	Submission of the DHSES Local Assistance MWBE Equal Employment Opportunity Staffing Plan form.

Task #2 for Objective #2

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs).

#	Performance Measure
1	Expend 0% of the identified contracted NPS budget with NYS Certified MBEs, as subcontractors/suppliers.
2	Expend 0% of the identified contracted NPS budget with NYS Certified WBEs, as subcontractors/suppliers.

Task #3 for Objective #2

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

#	Performance Measure
1	Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.

Award Contract **Public Safety Answering Points Grant**

Project No.	**Grantee Name**	
PS15-1020-D00	Suffolk County	05/05/2016

Suffolk County Indemnification Clause: NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1, Section I, paragraph O; Section IV, paragraph A, parts 1 and 2, and paragraph B, parts 1-6: The State and Contractor agree that Contractor is an independent contractor, and not an employee of the State. If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Contractor shall be solely responsible to the State for performance, whether the work is performed by the Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

Certified by - on

Award Contract **Public Safety Answering Points Grant**

Project No.	Grantee Name	
PS15-1020-D00	Suffolk County	05/05/2016

Special Conditions

The subrecipient shall use the funds provided pursuant to this Agreement to carry out the Work Plan described in this Appendix D. Any services in this contract awarded by the Division of Homeland Security and Emergency Services (DHSES) Office of Interoperable and Emergency Communications (OIEC) to the subrecipient based on the subrecipient's submission of an Application Proposal in response to a Request for Applications (RFA) shall be subject to the terms and conditions in both the Subrecipient's Application Proposal and the RFA, incorporated herein by reference, which shall apply as if fully stated herein.

This Program Work Plan shall not be modified without approval from the DHSES. If modification to this Program Work Plan is necessary, the subrecipient must submit a written request to DHSES OIEC and await DHSES OIEC approval before implementing such changes. If changes in the Work Plan are made without DHSES OIEC's prior approval, DHSES OIEC reserves the right, in its sole discretion, to disallow reimbursement for the modifications, reduce the amount payable to the subrecipient, terminate this Agreement, or take any other action deemed necessary.

A. Permissible Use of Funding

1. Public Safety Answering Points (PSAP) grant funds must be used in accordance with the guidelines set forth in the PSAP Request for Applications, which can be located at http://www.dhses.ny.gov/oiec/grants/.

2. Any unused funds will be reprogrammed pursuant to a plan approved by the Division of Homeland Security and Emergency Services, Office of Interoperable and Emergency Communications.

3. The project must commence no later than 180 days after successful approval of the contract by the New York State Office of the Comptroller.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding PSAP 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 as listed in the PSAP Request for Applications, which can be located at http://www.dhses.ny.gov/oiec/grants/.

2. Subrecipients are responsible to request a determination of eligibility from the Office of Interoperable and Emergency Communications for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using PSAP funds.

3. The New York State Communication Interoperability Plan (SCIP), as well as DHSES/OIEC Grant Guidance for grant funding, requires that all interoperable communications equipment employ the use of APCO P-25 compliant equipment; a recommended technology to achieve emergency interoperable communications.

4. Acceptance of State support for interoperable and emergency communications projects, including funding

through the Public Safety Answering Points (PSAP) grant, requires that subrecipients 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.

D. Training & Exercise Related Activities

1. Any training courses to be supported by this award must be on equipment contained in the approved application. Subrecipients are responsible to request a determination of eligibility from the Office of Interoperable and Emergency Communications for any training in question.

2. Subrecipients are required to be NIMS compliant. DHSES/OIEC 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.

E. Planning, Administration and Deployment Costs

1. Services relating to developing, designing and implementing interoperability plans and network system development must be consistent with awarded applications.

2. Permissible costs are limited to costs associated with the development and deployment of public safety communications systems, networks, technology or facilities whose purpose is to provide the sharing of voice, data and video transmissions; dispatch and incident management involving two or more organizations or jurisdictions and in accordance with approved interoperability plans operating standards.

F. Law Enforcement Requirements

1. Subrecipients agree that such funding shall leverage a regional approach to support multi jurisdictional (two or more counties) and multi discipline (e.g., law enforcement, fire service, emergency medical, emergency management, public health, public works and communication centers) public safety communications.

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 is accomplished.

3. Acceptance of the PSAP funding indicates your acknowledgement that State agencies/authorities and other jurisdictions are permitted on your radio system for the coordination and provision of State assistance. Failure to comply with this requirement may result in a disallowance of costs and jeopardize future funding opportunities.

G. SEQRA and EHP Requirements

1. Subrecipients shall ensure compliance with the State Environmental Quality Review Act of 1975, as amended, and all other local environmental and historic preservation requirements, in the planning and execution of all projects under this grant. Please contact the New York State Division of Environmental Conservation, or visit http://www.dec.ny.gov/permits/357.html, for additional information.

2. If federal dollars will be used to fund any part of the projects under this Contract, subrecipients are further required to comply with all applicable federal 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).

3. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize 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 that are 50 years old or greater. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

4. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

5. 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 New York State Office of Parks, Recreation and Historic Preservation (OPRHP).

H. 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.

I. 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. Subrecipients 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.

OFFICE OF THE POLICE COMMISSIONER

TIMOTHY D. SINI
POLICE COMMISSIONER

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

FROM: **Robert G. Cassagne, Chief of Support Services**
Suffolk County Police Department

DATE: **May 5, 2015**

SUBJECT: **Resolution Packet for the Public Safety Answering Point (PSAP) 2015 Grant Program**

Attached please find the following for the New York State Division of Homeland Security and Emergency Services sponsored Public Safety Answering Point (PSAP) 2015 Grant Program which will allow Suffolk County to enhance Public Safety/E911 response through the implementation of Next Generation 911 technologies:

- Draft Resolution
- Memorandum of Support
- Grant SCIN Forms
- Request for Introduction of Legislation
- Financial Impact Statement
- Copy of Award Letter and Proposed Contract

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW. The original grant contract will be submitted to your office upon approval of the resolution.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan Krause, Grants Analyst, at 852-6601.

Thank you for your assistance with this project.

RGC/sck
Att.

Intro. Reso. No. 1549-16 Laid on Table 6/1/16

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 TACTICAL DIVERSION TASK FORCE WITH 79.4% SUPPORT.

WHEREAS, the United States Department of Justice, Drug Enforcement Administration (DEA), has made $17,548 in funding available to Suffolk County for the participation of the Suffolk County Police Department in the DEA Long Island Tactical Diversion Task Force; and

WHEREAS, said Task Force is designed to combat illegal trafficking in controlled substance pharmaceutical drugs through a program of enforcement and investigation; and

WHEREAS, the operational period of the Program is from March 1, 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 funds as follows:

DEA Long Island Tactical Diversion Task Force FFY16 - $17,548

REVENUES:

Fund	Department	Unit	Revenue Code	Amount
001	POL	3763	4229	17,548

ORGANIZATIONS:

Police Department (POL)
DEA Long Island Tactical Diversion Task Force FFY16
001-POL-3763 - $17,548

1000-PERSONAL SERVICES: $17,548

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	POL	DEG	3763	1120	0000	Overtime	17,548

and be it further

2nd **RESOLVED**, that the non-reimbursable fringe benefits of approximately $4,555 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:

1549

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 Tactical Diversion Task Force with 79.4% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $17,548 in funding from the United States Department of Justice, Drug Enforcement Administration to support the participation of the Suffolk County Police Department in the DEA Long Island Tactical Diversion Task Force.

SUMMARY OF SPECIFIC PROVISIONS: The Drug Enforcement Administration has allocated $17,548 to the Suffolk County Police Department to support its involvement in the DEA's Long Island Tactical Division Task Force. The mission of the Task Force is to address crimes concerning illegal trafficking in controlled substance pharmaceuticals.

JUSTIFICATION: The Suffolk County Police Department participates in the DEA Long Island Tactical Diversion 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 $4,555 will be incurred through September 30, 2016. Additional costs will only be incurred if the program receives additional funding in subsequent years.

1549

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 TACTICAL DIVERSION TASK FORCE WITH 79.4% 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 Tactical Diversion Task Force FFY16 and will incur approximately $4,555 in fringe benefits costs through 9/30/16.

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 March 1, 2016 and September 30, 2016.

8. Proposed Source of Funding

Non-reimbursable fringe benefits of approximately $4,555 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		5/3/2016

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1549

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 CO REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT O 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

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk	DATE 5/3/2016 1549

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 Tactical Diversion Task Force FY16

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. __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 DEA sponsored Long Island Tactical Diversion Task Force FY16, targeting illegal activities surrounding controlled substance pharmaceuticals.

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: 3/1/2016 To: 09/30/2016

2. Financial Assistance Requested

SOURCE	*SECOND FUNDING CYCLE*		*THIRD FUNDING CYCLE*		*FOURTH FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$17,202	83.37%	$17,202	81.53%	$17,548	79.4%
State	$		$		$	
Private	$		$		$	
County	$3,432	16.63%	$3,896	18.47%	$4,555	20.6%
Total	$20,634	100%	$20,098	100%	$22,103	100%

1549

3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$4,555	$	$4,555
A. Cash Contribution	$4,555	$	$4,555
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		**4,555.00** 4,300.00 255.00		Fringe benefits are not reimbursable under this funding program
OTHER (List Source & Brief Explanation)				154

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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DRUG ENFORCEMENT ADMINISTRATION - NEW YORK DIVISION AND SUFFOLK COUNTY POLICE DEPARTMENT

LONG ISLAND TACTICAL DIVERSION SQUAD TASK FORCE AGREEMENT

This agreement is made this 1st day of March, 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Suffolk County Police Department (hereinafter "**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.

WHEREAS there is evidence that trafficking in controlled substance pharmaceuticals and/or listed chemicals exists in the Long Island, New York area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people in the Long Island, New York area, the parties hereto agree to the following:

1. The Long Island Tactical Diversion Squad ("TDS") Task Force will perform the activities and duties described below:

a. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping", prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the New York area;

b. Investigate, gather and report intelligence data relating to trafficking of controlled pharmaceuticals and/or listed chemicals; and

c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the TDS 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 TDS Task Force, the **SCPD** agrees to detail one (1) experienced officer to the Task Force for a period of not less than one year. During this period of assignment, the **SCPD** officer will be under the direct supervision and control of a DEA Supervisory Special Agent assigned to the TDS Task Force.

3. The **SCPD** officer assigned to the TDS Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the TDS Task Force.

4. The **SCPD** officer assigned to the TDS Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. § 878.

5. To accomplish the objectives of the TDS Task Force, DEA will assign four (4) Special Agents and one (1) Diversion Investigator to the Task Force. DEA will also, subject to the availability of annual Diversion Control Fee Account (DCFA) funds or any continuing resolution thereof,

provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agents and **SCPD** officer assigned to the TDS Task Force. This support will include: vehicles, office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items, as available DCFA funds permit. TDS officers must record their work hours via DEA's activity reporting system.

6. During the period of assignment to the TDS Task Force, the **SCPD** will be responsible for establishing the salary and benefits, including overtime, of the officer assigned to the TDS Task Force, and for making all payments due him/her. DEA will, subject to the availability of funds, reimburse the **SCPD** for overtime payments made by it to the **SCPD** officer assigned to the TDS for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, step 1, (RUS) Federal employee (approximately $17,548.00), per officer. ***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.

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** shall 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 United States 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 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.

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13. The term of this agreement shall be from the date specified in the opening paragraph until September 30, 2016. This agreement may be terminated by either party on thirty 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 the **SCPD** during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date: 3/17/16

James J. Hunt
Special Agent in Charge
New York Division

For the Suffolk County Police Department:

_____ Date: 3/18/16

Timothy D. Sini
Police Commissioner

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 from. 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-

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(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)

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

Long Island Tactical Diversion Squad

4. Typed Name and Title of Authorized Representative

Timothy D. Sini, Suffolk County Police Commissioner

5. Signature

6. Date 3/18/16

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OFFICE OF THE POLICE COMMISSIONER

TIMOTHY D. SINI
POLICE COMMISSIONER

MEMORANDUM

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

FROM: **Robert G. Cassagne, Chief of Support Services**
Suffolk County Police Department

DATE: **May 3, 2016**

SUBJECT: **Resolution Packets & SCIN Forms for**
DEA Long Island Tactical Diversion Task Force FFY16

Attached please find the following for the DEA Long Island Tactical Diversion 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

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 $17,548 in Federal funding pursuant to the DEA Long Island Tactical Diversion Task Force Agreement. This funding will allow the participation of the Suffolk County Police Department in the Task Force. The Task Force seeks to disrupt illicit pharmaceutical 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.

RGC/sck
Att.

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Intro. Res. No. - 2016 Laid on the Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 100% STATE GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $323,908 FOR THE TOBACCO ENFORCEMENT PROGRAM-ATUPA ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PREVENTIVE MEDICINE AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Department of Health has awarded Suffolk County State grant funds under the Tobacco Enforcement Program - ATUPA to be implemented by the Suffolk County Department of Health Services; and

WHEREAS, the Tobacco Enforcement Program grant will provide funds to the Department of Health Services to ensure that over 1,800 merchants registered to sell tobacco products in Suffolk County are in compliance with regulations; and

WHEREAS, these grant funds will also enforce the Clean Indoor Air Act, which prohibits smoking in all indoor public areas and work places; and

WHEREAS, this grant has a start date of 04/01/16 and ends on 03/31/17 in which the County will receive 100% grant funding in the amount of $323,908 for the Tobacco Enforcement Program; and

WHEREAS, said funds have not been included in the 2016 Operating Budget; and

WHEREAS, the Tobacco Enforcement Program grant included partial funding for the Department of Health Services to continue the employment of five (5) positions total: one (1) Sr. Public Health Sanitarian (full-time); three (3) Public Health Sanitarians (full-time); one (1) Senior Clerk Typist; and

WHEREAS, these positions already exist partially funded in the 2016 Operating Budget in 001-HSV-4501 as position numbers 4100-0100 (Sr. Public Health Sanitarian); 4100-0110/20/30 (Public Health Sanitarians); and 4100-0140 (Senior Clerk Typist); now, therefore be it

1st **RESOLVED**, that the County Comptroller be and hereby is authorized to accept $323,908 and appropriate said grant funds as follows:

Tobacco Enforcement Program – ATUPA - $323,908

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4502	3403	$323,908

ORGANIZATIONS

Suffolk County Department of Health Services
Tobacco Enforcement Program - ATUPA
001-HSV-4502 - $323,908

1000-PERSONNEL SERVICES: $240,000

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4502	1110	0000	Interim Salaries	$240,000

Employee Benefits

8000-EMPLOYEE BENEFITS: $83,908

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	EMP	DE	9030	8330	0000	Social Security	$11,940
001	EMP	ME	9010	8280	0000	Retirement	$26,690
001	EMP	DE	9080	8380	0000	Welfare Fund	$3,580
039	EMP	ODE	9060	8360	0000	Major Medical Claims	$41,698

Interfund Transfer
Transfer to Employee Medical Health Plan
001-IFT-E039 - $41,698

9000-INTERFUND TRANSFERS: $41,698

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	IFT	DE	E039	9600	0000	Transfer to Funds	$41,698

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	E039	R001	$41,698

and be it further

3rd **RESOLVED**, that the following positions be and they hereby are continued in the Department of Health Services and partially funded by the Tobacco Enforcement Program grant.

Department of Health Services

001-4501 HSV GRANT POSITIONS

Position No.	Spec #	Position Title	JC	Gr	No.
4501-4100-0100	2112	Sr Public Health Sanitarian	C	24	1
4501-4100-0110/20/30	2111	Public Health Sanitarian	C	21	3
4501-4100-0140	0022	Sr Clerk Typist	C	12	1

and be it

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 funded by this resolution at the conclusion of the grant funding provided for such positions funded 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 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# 26-2016

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COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 5/5/2016
Submitting Department / Agency: Department of Health Services	Location: 3500 Sunrise Hwy. Great River, NY 11739	
Contact Person in Department / Agency Gary Amato	Telephone Number 854-0143	Grant Application Due Date

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

Tobacco Enforcement Program - ATUPA

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)

3. Grant / Contract Status (Check One Box)

____ A. New Program Application
_X_ 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.)

The Bureau of Community Environmental Health and Food Protection (BCEHFP) is responsible for the implementation and oversight of the New York State Public Health Law, Article 13-F, also known as the Adolescent Tobacco Use Prevention Act (ATUPA). The ATUPA prohibits the sale of cigarettes, cigars, chewing tobacco, powdered tobacco, shisha or other tobacco products, herbal cigarettes, electronic cigarettes, liquid nicotine, rolling papers or smoking paraphernalia to persons under 18 years of age. The BCEHFP also oversees enforcement of the New York State Public Health Law, Article 13-E, known as the Clean Indoor Air Act (CIAA), which prohibits smoking in all indoor public areas and work places.

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

NONE

II. BUDGET INFORMATION

1. Term of Contract From: 4/1/2016 To: 3/31/2017

2. Financial Assistance Requested

Source	First Funding Cycle		Second Funding Cycle		Third Funding Cycle	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	$ -					
State	$ 323,908	100.00%				
Private						
County						
Total	$ 323,908	100.00%				

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3. Explanation of Requested County Financial Assistance

Category	Total Requested	Personnel Costs Requested	Non-Personnel Costs Requested
TOTAL COUNTY SHARE	$ -		$ -
A. Cash Contribution			
B. In-Kind Contribution			$ -

4. Total Number of New Positions Requested
NONE

5. Can This program be Refunded by the Proposed Non-County Sources?
Yes X 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.)

NONE

7. What do you anticipate happening when the Federal, State and/or Private Financial Assistance is discontinued (That is, program termination, reduced services, financial implications, layoffs, etc.)?

The program will terminate.

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).

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

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2015

Category	Appropriation Number Grantor Funds	Appropriation Number County Funds	Appropriation Number In-Kind Contribution	Remarks
PERSONAL SERVICES:	$240,000			
1100 Permanent Salaries	0			
1110 Interim Salaries	240,000			
1130 Temporary Salaries	0			
EQUIPMENT:	$0			
2010 Furniture				
2020 Office Machines	0			
2070 Cameras & Photographic				
2080 Medical, Dental, Lab, Equip				
2440 Instructional Equipment				
2500 Other Equip: Unclassified				
SUPPLIES, MATERIALS, OTHER	$0			
3010 Office Supplies	0			
3020 Postage				
3040 Printing				
3070 Memberships & Subscrip.				
3100 Instructional Supplies				
3160 Computer Software				
3370 Medical, Dental, Lab Supp.				
3500 Other Unclassified	0			
3510 Rent: Business Machines				
3680 Repairs, Special Equip				
UTILITIES:				
4010 Telephone & Telegraph				
TRAVEL:	$0			
4330 Travel Employee Contracts	0			
4340 Travel Other Contracts	0			

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GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2015

Category	Appropriation Number Grantor Funds	Appropriation Number County Funds	Appropriation Number In-Kind Contribution	Remarks
FEES FOR SERVICES: 4560: Fees for Services, Non-Employees Maxim Health Care	$0 0			
CONTRACTED SERVICES (List)				
EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker's Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance	$83,908 26,690 11,940 41,698 3,580			150
OTHER: (List Source & Brief Explanation)				

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
Sr. Public Health Sanitarian	24/11	83,337	Teresa Ryther	80.0%	20%		
Public Health Sanitarian	21/08	67,547	Suzan DiDonna	80.0%	20.0%		
Public Health Sanitarian	21/12	76,316	Laura Anos	85.0%	15.0%		
Public Health Sanitarian	21/S	48,336	Nicole Crawford	48.0%	52.0%		
Senior Clerk Typist	12/07	44,683	Wanda Ortiz	70.0%	30.0%		

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STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

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1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

Title of Proposed Legislation
Accepting and appropriating 100% State grant funds from the New York State Department of Health in the amount of $323,908 for the Tobacco Enforcement Program-ATUPA administered by the Suffolk County Department of Health Services, Division of Preventive Medicine.

3. Purpose of Proposed Legislation
This legislation is needed to accept and appropriate 100% State grant funds for the Tobacco Enforcement Program-ATUPA. These grant funds will be used to ensure that over 1,800 merchants registered to sell tobacco products in Suffolk County are in compliance with regulations and will enforce the Clean Indoor Air Act, which prohibits smoking in all indoor public areas and work places.

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 grant funds from the New York State Department of Health

9. Timing of Impact
2016-2017

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*Date*
Susan B. Hodosky ***Principal Financial Analyst***	Susan B. Hodosky	5/6/16
Suzanne MARTIN Pr Budget Examiner	Suzanne Martin	5-23-16

SCIN FORM 175b (10/95)

COUNTY OF SUFFOLK

1550

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

MEMORANDUM

To: Susan B. Hodosky
Principal Financial Analyst

From: Gary Amato
Accountant

Date: May 6, 2016

Subject: Request for Legislative Resolution—Tobacco ATUPA Grant

---

The Division of Preventive Medicine is requesting a legislative resolution to accept and appropriate $323,908 in State grant funds for the Tobacco Enforcement Program-ATUPA grant. The grant period is from 4/1/16-3/31/17. These funds are to be used for existing positions and employee benefits and need to be added to the 2016 Adopted Operating Budget.

Grant coordination forms and the award letter have been provided. Please prepare the resolution accordingly.

Public Health
Prevent. Promote. Protect.

DIVISION OF PREVENTIVE MEDICINE
H. Lee Dennison Building, 3rd Floor, 100 Veterans Memorial Highway, Hauppauge, NY 11788
(631) 853-3032 Fax (631) 853-6208

1550 GMS 1890

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

Date:	Jan. 24, 2014
Contract #:	C028541
Contractor:	Suffolk County Department of Health
Contract Period:	Apr. 01, 2013 - Mar. 31, 2018

Attached is your copy of the approved contract. The Contract number must appear on all vouchers and correspondence.

Reports of the Expenditures and Budget Statements should be submitted as outlined in the Contract.

In accordance with the contract, properly completed vouchers and/or programmatic questions should be addressed to the State's designated payment office as stated in the Contract.

Failure of the contracting Agency to comply with payment provisions as set forth in the approved Contract may result in non-payment.

Standard Voucher (AC-92) forms can be obtained at the following web site:
http://www.osc.state.ny.us/agencies/index.htm

New York State Department of Health
Grants & Procurement Unit

1550

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Department of Health Bur. of Community Environmental Health & Food Protection Empire State Plaza, Corning Tower Bldg., Room 1395 Albany, NY 12237	BUSINESS UNIT/DEPT. ID: DOH01/3450000 CONTRACT NUMBER: C028541 CONTRACT TYPE: ☑ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Suffolk County Department of Health	TRANSACTION TYPE: ☑ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Tobacco Enforcement Program
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000000809 Federal Tax ID Number: DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 3500 Sunrise Highway Suite 124 Great River, NY 11739-9006 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address Stephen H. Waide, Office Systems Analyst 100 Veterans Memorial Highway Hauppauge, NY 11788 CONTRACT MAILING ADDRESS: ☑ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality, Code:47-0100000 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

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STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 04/01/2013 To: 03/31/2018

CURRENT CONTRACT PERIOD:

From: 04/01/2013 To: 03/31/2018

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: $ 1,677,715

AMENDED:

FUNDING SOURCE(S)

- [x] State
- [ ] Federal
- [x] 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	04/01/2013 - 03/31/2014	$ 331,543		
2	04/01/2014 - 03/31/2015	$ 333,543		
3	04/01/2015 - 03/31/2016	$ 335,543		
4	04/01/2016 - 03/31/2017	$ 337,543		$324,486 see attached
5	04/01/2017 - 03/31/2018	$ 339,543		$323,908 schedule

ATTACHMENTS PART OF THIS AGREEMENT:

- [x] Attachment A:
  - [x] A-1 Program Specific Terms and Conditions
  - [ ] A-2 Federally Funded Grants
- [x] Attachment B:
  - [x] 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)
- [x] Attachment C: Work Plan
- [x] Attachment D: Payment and Reporting Schedule
- [ ] Other:

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

CONTRACTOR:	STATE AGENCY:
Suffolk County Health Department	NYS Department of Health Center for Environmental Health
By:	By:
Printed Name	Michael J. Cambridge Printed Name
Title: Dennis M Cohen Chief Deputy County Executive	Title: Director, DEHP
Date: 10/21/13	Date: 11/27/13

STATE OF NEW YORK

County of Suffolk

On the 21 day of October, 2013, before me personally appeared Dennis M. Cohen, to me known, who being by me duly sworn, did depose and say that he/she resides at Suffolk County, N.Y. that he/she is the Chief Deputy County Exec of the Suffolk County, N.Y., 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) Mary E. Barbone

MARY E. BARBONE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BA6127940
Qualified in Suffolk County
My Commission Expires [illegible]

ATTORNEY GENERAL'S SIGNATURE	STATE COMPTROLLER'S SIGNATURE
Printed Name	Printed Name
Title:	Title:
Date:	Date:

APPROVED
DEPT. OF AUDIT & CONTROL
JAN 16 2014
FOR THE STATE COMPTROLLER

APPROVED AS TO FORM
NYS ATTORNEY GENERAL
JAN 07 2014
Benjamin L. Maggi
BENJAMIN L. MAGGI
ASSISTANT ATTORNEY GENERAL

Contract Number: #

1550

Suffolk County Law # - 18-HS-013
Tracking Code #: 22205

Tobacco Enforcement Program - ATUPA
Contract Period: 4/1/2013 – 3/31/2018
Budget Period: 4/1/2013 – 3/31/2014
Multi-Term Period: Yes
NYSDOH Contract #: C-028541

Approved as to Legality:
Dennis M. Brown, County Attorney

By: Jessica H. Hogan
Jessica H. Hogan
Assistant County Attorney

Date: 10/4/13

Approved:
Department of Health Services

By: Margaret Bermel
Margaret B. Bermel, MBA
Director of Health Administrative Services

Date: 9/4/13

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2016-17 Tobacco Enforcement Allocation

County	Contract #	SFS Vendor ID	2015 DTF registered tobacco retailers	Total Contract Budget
Albany	C028512	1000002428	354	$90,965
Allegany	C028513	1000004323	54	$30,825
Broome	C028514	1000002585	202	$60,494
Cattaraugus	C028515	1000004324	54	$30,825
Cayuga	C028516	1000002586	63	$32,629
Chautauqua	C028517	1000004325	123	$44,657
Chemung	C028518	1000004326	87	$37,441
Clinton	C028519	1000002430	102	$40,448
Columbia	C028520	1000002429	84	$36,839
Cortland	C028521	1000002588	45	$29,021
Dutchess	C028522	1000002431	336	$87,357
Erie	C028523	1000004327	891	$198,616
Genesee	C028524	1000004328	52	$30,424
Livingston	C028525	1000004329	67	$33,431
Madison	C028526	1000002594	59	$31,828
Monroe	C028527	1000004330	638	$147,898
Nassau	C028528	1000000808	1385	$297,646
Niagara	C028529	1000004331	193	$58,690
Oneida	C028530	1000002595	254	$70,919
Onondaga	C028531	1000002596	453	$110,811
Orange	C028532	1000002432	382	$96,578
Orleans	C028533	1000004333	31	$26,214
Oswego	C028534	1000002597	127	$45,459
Putnam	C028535	1000002443	111	$42,252
Rensselaer	C028536	1000002434	167	$53,478
Rockland	C028537	1000001530	255	$71,119
Schenectady	C028538	1000002365	185	$57,086
Schoharie	C028539	1000002436	29	$25,814
Seneca	C028540	1000002601	37	$27,417
* Suffolk	C028541	1000000809	1516	$323,908 *
Tioga	C028542	1000002602	37	$27,417
Tompkins	C028543	1000002603	65	$33,030
Ulster	C028544	1000002437	213	$62,699
Westchester	C028545	1000001534	1059	$232,293
Wyoming	C028546	1000004335	39	$27,818

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2016 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Accepting and appropriating 100% State grant funds from the New York State Department of Health in the amount of $323,908 for the Tobacco Enforcement Program-ATUPA administered by the Suffolk County Department of Health Services, Division of Preventive Medicine.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% State grant funds for the Tobacco Enforcement Program-ATUPA.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: These grant funds will be used to ensure that over 1,800 merchants registered to sell tobacco products in Suffolk County are in compliance with regulations and will enforce the Clean Indoor Air Act, which prohibits smoking in all indoor public areas and work places.

FISCAL IMPLICATIONS: Additional State grant funds will be added to the 2016 Adopted Operating Budget.

COUNTY OF SUFFOLK

1550

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

May 6, 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 accept and appropriate 100% State grant funds from the New York State Department of Health in the amount of $323,908 for the Tobacco Enforcement Program-ATUPA administered by the Suffolk County Department of Health Services, Division of Preventive Medicine. These grant funds will be used to ensure that over 1,800 merchants registered to sell tobacco products in Suffolk County are in compliance with regulations and will enforce the Clean Indoor Air Act, which prohibits smoking in all indoor public areas and work places.

I enclose the financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Gary Amato at 4-0143. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-Tobacco ATUPA.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, MPA, Assistant to the Commissioner of Health Services
Lori Benincasa, Director of Prevention, Education and Training
Susan B. Hodosky, Principal Financial Analyst
Gary Amato, Accountant

Public Health
Prevent. Promote. Protect.

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

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

1550

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

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Intro. Res. No. - 2016 Laid on the Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 100% GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $187,597 FOR THE DRINKING WATER ENHANCEMENT PROGRAM ADMINISTERED 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 Health has awarded Suffolk County State funds under the Drinking Water Enhancement Program (DWEP) grant to be implemented by the Suffolk County Department of Health Services, Division of Environmental Quality; and

WHEREAS, the Drinking Water Enhancement Program will protect Suffolk County's drinking water supply through planning, data collection, investigation, surveillance monitoring, implementation and enforcement; and

WHEREAS, this grant has a start date of 04/01/16 and ends on 03/31/17 in which the County will receive 100% grant funding in the amount of $187,597 for the Drinking Water Enhancement Program; and

WHEREAS, a portion of said funds have been included in the 2016 Operating Budget; and

WHEREAS, the Drinking Water Enhancement Program grant includes partial funding for the Department of Health Services to continue the employment of two (2) Public Health Sanitarians (full-time); one (1) Assistant Public Health Engineer (full-time); and

WHEREAS, these position already exist and are partially funded in the 2016 Operating Budget in 001-HSV-4400 as position numbers 4100-0120 (Assistant Public Health Engineer); 4100-0155 (Public Health Sanitarian); and 4100-0150 (Public Health Sanitarian); now, therefore be it

1st **RESOLVED**, the County Comptroller be and hereby is authorized to accept $187,597 and appropriate said grant funds as follows:

DWEP - $187,597

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4430	3430	$187,597

ORGANIZATIONS

Suffolk County Department of Health Services

Drinking Water Enhancement (DWE)
001-HSV-4430 $187,597

1000-PERSONNEL SERVICES: $166,370

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4430	1110	0000	Interim Salaries	$166,370

Employee Benefits

8000-EMPLOYEE BENEFITS: $21,227

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	EMP	DE	9030	8330	0000	Social Security	$3,064
001	EMP	ME	9010	8280	0000	Retirement	$6,849
001	EMP	DE	9080	8380	0000	Welfare Fund	$894
039	EMP	ODE	9060	8360	0000	Major Medical Claims	$10,420

Interfund
Transfer
Transfer to Employee Medical Health Plan
001-IFT-E039 - $10,420

9000-INTERFUND TRANSFERS: $10,420

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	IFT	DE	E039	9600	0000	Transfer to Funds	$10,420

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	E039	R001	$10,420

3rd **RESOLVED**, that the following positions be and they hereby are continued in the Department of Health Services and partially funded by the DWE grant.

Department of Health Services

001- HSV GRANT POSITIONS

Position No.	Spec #	Position Title	JC	Gr	No.
4400-4100-0155	2111	Public Health Sanitarian	C	21	1
4400-4100-0150	2111	Public Health Sanitarian	C	21	1
4400-4100-0120	2131	Assistant Public Health Engineer	C	23	1

and be it

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 funded by this resolution at the conclusion of the grant funding provided for such positions funded 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 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# 30-2016

2016 Intergovernmental Relations
Memorandum of Support

1551

TITLE OF BILL: Accepting and appropriating 100% Grant funds from the New York State Department of Health in the amount of $187,597 for the Drinking Water Enhancement (DWE) Program administered by the Suffolk County Department of Health Services, Division of Environmental Quality and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% grant funds New York State Department of Health for Drinking Water Enhancement administered by the Department of Health Services.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: The DWE funds will be used to protect Suffolk County's drinking water supply through planning, data collection, investigation, surveillance monitoring, implementation and enforcement.

FISCAL IMPLICATIONS: Accept $187,597 in State grant funds into the 2016 Adopted Operating Budget.

1551

NEW YORK STATE OF OPPORTUNITY. | Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Acting Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

April 28, 2015

Need new letter

City/County Commissioners of Health
Public Health Directors

Re: Drinking Water Enhancement Program
For 4/1/15 - 3/31/20 Grant Period

Dear Commissioner/Public Health Director:

The New York State budget for State Fiscal Year 2015-16 (SFY '15-16) includes an appropriation of $5,017,000 for services and expenses related to the water supply protection program commonly known as the Drinking Water Enhancement (DWE) Program. The county-by-county grant allocations for SFY '15-16 are listed in the enclosed table.

SFY '15-16 marks the first year of a five-year contract. To be considered for funding, your City/County must submit as soon as possible, but no later than July 11, 2015, a comprehensive contract application package, which includes:

1. State of New York Master Contracts for Grant Face Page
2. **Two original signed and notarized signature pages**
3. State of New York Master Contract for Grants
4. Attachment A-1, Program Specific Terms and Conditions
5. Attachment B-1, Expenditure Based Budget
6. Attachment C, Work Plan; and
7. Attachment D, Payment and Reporting Schedule

For subsequent years, the City/County must submit a new budget and work plan.

Hard copies of all contract documents have been mailed to your City/County Environmental Health Directors. **Please make sure to use the templates without making any changes. Fillable budget and work plan documents will be e-mailed to your fiscal staff.** A guidance document that provides instructions for the preparation and submittal of your work plan and budget along with contract documents has also been sent to the City/County Environmental Health Directors. **The completed comprehensive contract application package must be sent to the Regional Director of Environmental Health for review and approval.** Upon approval, the Regional Director of Environmental Health will forward the completed contract renewal application package to the Bureau of Water Supply Protection for processing.

During the administration of the DWE Program, all audit obligations in accordance with OMB, 2 CFR, Chapter I, Chapter II, Part 200, per Attachment A-1, section (H)(3)(b) must be met. Noncompliance with these requirements can delay the processing of contracts and vouchers.

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Please note, a budget modification to any budget category that is equal to or greater than 10 percent of the total budget must be submitted to the Office of the State Comptroller (OSC) for approval. A contract amendment must be completed, and shall be effective only upon approval by OSC. The budget categories are:

1. Personal Services
2. Non-personal services minus equipment
3. Equipment

Standard Vouchers (AC-92) and an expenditure report template are included for submittal of quarterly 2015-16 DWE expenses. Please note that quarterly expenditure reports must accompany each quarterly voucher submission and that the dollar amount requested on the voucher cannot exceed the dollar amount of the expenditure report. No voucher can be processed until an executed contract is in place. All completed quarterly Standard Vouchers and expense reports should be submitted directly to:

Lori Ahmed
Bureau of Water Supply Protection
Corning Tower, Room 1110
Empire State Plaza
Albany NY, 12237

We look forward to working with your staff to successfully implement your approved work plan for this upcoming year. If you or your staff have any questions, please contact your Regional Field Coordinator or Regional Director of Environmental Health.

Sincerely,

Roger C. Sokol

Roger C. Sokol, Ph.D.
Director
Bureau of Water Supply Protection

Enclosures (1)

cc: N. Graber, M.D.
M. Cambridge
C. Jones Rafferty
T. Boepple / L. Ahmed
R. Van Houten
J. Strepelis
R. Swider
B. Devine
City/County Environmental Health Directors
Regional Field Coordinators

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STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Department of Health Bureau of Water Supply Protection Corning Tower, Room 1110 Empire State Plaza Albany, NY 12237	BUSINESS UNIT/DEPT. ID: DOH01/3450000 CONTRACT NUMBER: C-030124 CONTRACT TYPE: ☑ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Suffolk County of	TRANSACTION TYPE: ☑ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Drinking Water Enhancement Program
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000000809 Federal Tax ID Number: DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: Suffolk County 100 Veterans Memorial Highway Hauppauge, NY 11788 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☐ Check if same as primary mailing address Suffolk County Health Department 360 Yaphank Avenue, Suite 1C Yaphank, NY 11980	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality, Code:4701000000 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: EPTL #3 ☐ Sectarian Entity

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STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 04/01/2015 To: 03/31/2020

CURRENT CONTRACT PERIOD:

From: 04/01/2015 To: 03/31/2020

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: $ 937,985

AMENDED:

FUNDING SOURCE(S)

- [x] 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	04/01/2015 - 03/31/2016	$ 187,597		
2	04/01/2016 - 03/31/2017	$ 187,597		
3	04/01/2017 - 03/31/2018	$ 187,597		
4	04/01/2018 - 03/31/2019	$ 187,597		
5	04/01/2019 - 03/31/2020	$ 187,597		

ATTACHMENTS PART OF THIS AGREEMENT:

- [x] Attachment A:
  - [x] A-1 Program Specific Terms and Conditions
  - [ ] A-2 Federally Funded Grants and Requirements Mandated by Federal Laws
- [x] Attachment B:
  - [x] B-1 Expenditure Based Budget
  - [ ] B-2 Performance Based Budget
  - [ ] B-3 Capital Budget
  - [ ] B-4 Net Deficit Budget
  - [ ] B-1(A) Expenditure Based Budget (Amendment)
  - [ ] B-2(A) Performance Based Budget (Amendment)
  - [ ] B-3(A) Capital Budget (Amendment)
  - [ ] B-4(A) Net Deficit Budget (Amendment)
- [x] Attachment C: Work Plan
- [x] Attachment D: Payment and Reporting Schedule
- [ ] Other:

COUNTY OF SUFFOLK

1551

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

Inter-Office Memo

Date: May 6, 2016

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

From: Walter Dawydiak, P.E., J.D. - Director, Division of Environmental Quality
Douglas J. Feldman, P.E. - Chief, Office of Water Resources

Re: Request for Introductory Resolution for the Drinking Water Enhancement Grant for SFY 4/1/16 -3/31/17 in the amount of $187,597

We would like to request an Introductory Resolution to appropriate funds for the Drinking Water Enhancement Grant (DWEG) in the amount of $187,597 for the period 4/1/16 through 3/31//17.

Project Description

The goal of the DWEG program is to increase the capacity of the SCDHS with the implementation of our public drinking water supply program in accordance with New York State Department of Health (NYSDOH) requirements, and to assist us with activities associated with these efforts. The DWEG has historically provided funding to the SCDHS and has allowed the Office of Water Resources to ensure all 220 regulated public water systems operating in Suffolk County comply with applicable federal and state requirements. In particular, funding from this program allows the SCDHS to perform the following major functions:

- Conduct approximately 500 public water supply facility inspections each year to ensure compliance with the New York State Sanitary Code;
- Collect approximately 2000 surveillance samples at public water systems each year to help ensure our drinking water consistently meets drinking water standards;
- Review over 60 public water supply monthly operating reports each month, and;
- Review approximately 26 public water supply Annual Water Quality reports each year.
- Provides funding for three technical staff within the Office of Water Resources, Bureau of Drinking.

Public Health
Prevent. Promote. Protect.

♦ OFFICE OF WATER RESOURCES ♦
DIVISION OF ENVIRONMENTAL QUALITY ~ 360 YAPHANK AVENUE, SUITE 1C ~ YAPHANK, NY 11980
PHONE: (631) 852.5810 - FAX: (631) 852.5787

1551

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 5/5/2016
Submitting Department / Agency: Health Services	Location: 3500 Sunrise Hwy, Suite 124, Great River, NY 11739	
Contact Person in Department / Agency Gary Amato	Telephone Number 854-0143	Grant Application Due Date 3/1/2016

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

   Drinking Water Enhancement Program

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)

3. Grant / Contract Status (Check One Box)

   ____ A. New Program Application
   X 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.)

   These grant funds will be used to protect Suffolk County's drinking water supply through planning, data collection, investigations, surveillance monitoring, implementation and enforcement.

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

   NONE

II. BUDGET INFORMATION

1. Term of Contract From: 4/1/2016 To: 3/31/2017

2. Financial Assistance Requested

Source	First Funding Cycle		Second Funding Cycle		Third Funding Cycle	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	$0.00	0.0%				
State	$ 187,597.00	100.0%				
Private						
County	$0.00	0.0%				
Total	$ 187,597.00	100.0%				

1551

3. Explanation of Requested County Financial Assistance

Category	Total Requested	Personnel Costs Requested	Non-Personnel Costs Requested
TOTAL COUNTY SHARE	$ -	$ -	$ -
A. Cash Contribution			
B. In-Kind Contribution	$ -	$ -	$ -

4. Total Number of New Positions Requested

NONE

5. Can This program be Refunded by the Proposed Non-County Sources?

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.)

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 program will be terminated.

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).

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
PERSONAL SERVICES:	$166,370.00		$0.00	
1100 Permanent Salaries	0.00		0.00	
1110 Interim Salaries	166,370.00			
1120 Overtime Salaries				
1130 Temporary Salaries: no fringe	0.00			
EQUIPMENT:	$0.00		$0.00	
2010 Furniture				
2020 Office Machines	0.00			
2070 Cameras & Photographic				
2080 Medical, Dental, Lab, Equip				
2090 Radio and Communication				
2460 New Computers				
2500 Other Equip: Unclassified			0.00	
SUPPLIES, MATERIALS, OTHER	$0.00		$0.00	
3010 Office Supplies				
3020 Postage				
3040 Printing				
3070 Memberships & Subscrip.	0.00			
3100 Instructional Supplies				
3160 Computer Software				
3370 Medical, Dental, Lab Supp.	0.00			
3500 Other Unclassified	0.00		0.00	
3510 Rent: Business Machines				
3650 Rent: Buildings	0.00		0.00	
3680 Repairs, Special Equip				
UTILITIES:	$0.00		$0.00	
4010 Telephone & Telegraph			0.00	
TRAVEL:	$0.00		$0.00	
4330 Travel Employee Contracts			0.00	
4340 Travel Other Contracts				

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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:	$0.00		$0.00	
4210: Computer Services	$0.00			
4330: Travel: Employee Contracts	0.00			
4560: Fees for Services, Non-Employees	0.00			
CONTRACTED SERVICES (List)	$0.00		$0.00	
4980 Contracted Agencies	0.00		0.00	
HRH Healthcare, Inc.	$0.00			
EMPLOYEE BENEFITS:	$29,227.00		$0.00	
8280 Retirement	6,849.00			
8300 Insurance: Worker's Compensation				
8330 Social Security	3,064.00			
8360 Health Insurance	10,420.00			
8380 Dental Insurance	8,894.00			
OTHER: (List Source & Brief Explanation)	$0.00		$0.00	

I certify that the above in-kind contributions are not currently being used to support other Grants.

Signature of Project Director

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DETAIL LISTING OF PERSONAL SERVICES

					Source of Funding by %			
Title of Position	Grade	Step	Salary	Employee Name	Grantor	County	In-Kind	Remarks
Public Health Sanitarian	21	5	$61,745.00	Sarian, Karol	84%			
Public Health Sanitarian	21	8	$67,648.00	Mullen David	84%			
Assistant Public Health Engineer	23	6	$68,982.00	Mednick, Joshua	84%			

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COUNTY OF SUFFOLK

1551

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

May 6, 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 accept and appropriate 100% Grant funds from the New York State Department of Health in the amount of $187,597 for the Drinking Water Enhancement (DWE) Program administered by the Suffolk County Department of Health Services, Division of Environmental Quality and to execute grant related agreements. The DWE funds will be used to protect Suffolk County's drinking water supply through planning, data collection, investigation, surveillance monitoring, implementation and enforcement.

I have enclosed a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Doug Feldman at 2-5778. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-EQ Drinking Water.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
Douglas Feldman, Principal Public Health Engineer
Susan Hodosky, Principal Financial 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

COUNTY OF SUFFOLK

1551

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

Inter-Office Memo

Date: May 6, 2016

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

From: Walter Dawydiak, P.E., J.D. - Director, Division of Environmental Quality
Douglas J. Feldman, P.E. - Chief, Office of Water Resources

Re: Request for Introductory Resolution for the Drinking Water Enhancement Grant for SFY 4/1/16 -3/31/17 in the amount of $187,597

We would like to request an Introductory Resolution to appropriate funds for the Drinking Water Enhancement Grant (DWEG) in the amount of $187,597 for the period 4/1/16 through 3/31//17.

Project Description

The goal of the DWEG program is to increase the capacity of the SCDHS with the implementation of our public drinking water supply program in accordance with New York State Department of Health (NYSDOH) requirements, and to assist us with activities associated with these efforts. The DWEG has historically provided funding to the SCDHS and has allowed the Office of Water Resources to ensure all 220 regulated public water systems operating in Suffolk County comply with applicable federal and state requirements. In particular, funding from this program allows the SCDHS to perform the following major functions:

- Conduct approximately 500 public water supply facility inspections each year to ensure compliance with the New York State Sanitary Code;
- Collect approximately 2000 surveillance samples at public water systems each year to help ensure our drinking water consistently meets drinking water standards;
- Review over 60 public water supply monthly operating reports each month, and;
- Review approximately 26 public water supply Annual Water Quality reports each year.
- Provides funding for three technical staff within the Office of Water Resources, Bureau of Drinking.

NEW YORK STATE OF OPPORTUNITY. | Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Acting Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

1551

April 28, 2015

City/County Commissioners of Health
Public Health Directors

Re: Drinking Water Enhancement Program
For 4/1/15 - 3/31/20 Grant Period

Dear Commissioner/Public Health Director:

The New York State budget for State Fiscal Year 2015-16 (SFY '15-16) includes an appropriation of $5,017,000 for services and expenses related to the water supply protection program commonly known as the Drinking Water Enhancement (DWE) Program. The county-by-county grant allocations for SFY '15-16 are listed in the enclosed table.

SFY '15-16 marks the first year of a five-year contract. To be considered for funding, your City/County must submit as soon as possible, but no later than July 11, 2015, a comprehensive contract application package, which includes:

1. State of New York Master Contracts for Grant Face Page
2. **Two original signed and notarized signature pages**
3. State of New York Master Contract for Grants
4. Attachment A-1, Program Specific Terms and Conditions
5. Attachment B-1, Expenditure Based Budget
6. Attachment C, Work Plan; and
7. Attachment D, Payment and Reporting Schedule

For subsequent years, the City/County must submit a new budget and work plan.

Hard copies of all contract documents have been mailed to your City/County Environmental Health Directors. **Please make sure to use the templates without making any changes. Fillable budget and work plan documents will be e-mailed to your fiscal staff.** A guidance document that provides instructions for the preparation and submittal of your work plan and budget along with contract documents has also been sent to the City/County Environmental Health Directors. **The completed comprehensive contract application package must be sent to the Regional Director of Environmental Health for review and approval.** Upon approval, the Regional Director of Environmental Health will forward the completed contract renewal application package to the Bureau of Water Supply Protection for processing.

During the administration of the DWE Program, all audit obligations in accordance with OMB, 2 CFR, Chapter I, Chapter II, Part 200, per Attachment A-1, section (H)(3)(b) must be met. Noncompliance with these requirements can delay the processing of contracts and vouchers.

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Please note, a budget modification to any budget category that is equal to or greater than 10 percent of the total budget must be submitted to the Office of the State Comptroller (OSC) for approval. A contract amendment must be completed, and shall be effective only upon approval by OSC. The budget categories are:

1. Personal Services
2. Non-personal services minus equipment
3. Equipment

Standard Vouchers (AC-92) and an expenditure report template are included for submittal of quarterly 2015-16 DWE expenses. Please note that quarterly expenditure reports must accompany each quarterly voucher submission and that the dollar amount requested on the voucher cannot exceed the dollar amount of the expenditure report. No voucher can be processed until an executed contract is in place. All completed quarterly Standard Vouchers and expense reports should be submitted directly to:

Lori Ahmed
Bureau of Water Supply Protection
Corning Tower, Room 1110
Empire State Plaza
Albany NY, 12237

We look forward to working with your staff to successfully implement your approved work plan for this upcoming year. If you or your staff have any questions, please contact your Regional Field Coordinator or Regional Director of Environmental Health.

Sincerely,

Roger C. Sokol

Roger C. Sokol, Ph.D.
Director
Bureau of Water Supply Protection

Enclosures (1)

cc: N. Graber, M.D.
M. Cambridge
C. Jones Rafferty
T. Boepple / L. Ahmed
R. Van Houten
J. Strepelis
R. Swider
B. Devine
City/County Environmental Health Directors
Regional Field Coordinators

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2016 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Accepting and appropriating 100% Grant funds from the New York State Department of Health in the amount of $187,597 for the Drinking Water Enhancement (DWE) Program administered by the Suffolk County Department of Health Services, Division of Environmental Quality and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% grant funds New York State Department of Health for Drinking Water Enhancement administered by the Department of Health Services.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: The DWE funds will be used to protect Suffolk County's drinking water supply through planning, data collection, investigation, surveillance monitoring, implementation and enforcement.

FISCAL IMPLICATIONS: Accept $187,597 in State grant funds into the 2016 Adopted Operating Budget.

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

1551

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

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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

Accepting and appropriating 100% Grant funds from the New York State Department of Health in the amount of $187,597 for the Drinking Water Enhancement (DWE) Program administered by the Suffolk County Department of Health Services, Division of Environmental Quality and to execute grant related agreements.

3. Purpose of Proposed Legislation

This legislation is needed to accept and appropriate 100% Grant funds from the New York State Department of Health in the amount of $187,597 for the Drinking Water Enhancement (DWE) Program administered by the Suffolk County Department of Health Services. The DWE funds will be used to protect Suffolk County's drinking water supply through planning, data collection, investigation, surveillance monitoring, implementation and enforcement.

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:

None

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

Not applicable.

8. Proposed Source of Funding

100% grant funds from the NYS Department of Health.

9. Timing of Impact

2016-2017

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Susan Hodosky *Principal Financial Analyst*	Susan B Hodosky	5/6/16
Suzanne MARTIN Pr Budget Examiner	Suzanne Martin	5.23.16

SCIN FORM 175b (10/95)

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

1552

Intro. Res. No. - 2016 Laid on the Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 100% GRANT FUNDS FROM HEALTH RESEARCH, INC. PASSED THROUGH FROM THE NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $205,000 FOR THE EXPANDED PARTNER SERVICES (EPS) PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PUBLIC HEALTH AND TO EXECUTE GRANT RELATED AGREEMENTS

1st **WHEREAS**, the Health Research Inc. has awarded Suffolk County State funds under the Expanded Partner Services (EPS) grant to be implemented by the Suffolk County Department of Health Services, Division of Public Health; and

2nd **WHEREAS**, the EPS will provide non-medical case management services which includes advice and assistance in obtaining medical, social, community, legal , financial and other support services in accordance with the AIDS institute non-medical case management guidelines; and

3rd **WHEREAS**, this grant has a start date of 04/01/16 and ends on 03/31/17 in which the County will receive 100% grant funding in the amount of $205,000 for the EPS Program; and

4th **WHEREAS**, a portion of said funds have been included in the 2016 Operating Budget; and

5th **WHEREAS**, the EPS grant includes partial funding for the Department of Health Services to continue the employment of two (2) Public Health Nurse I (full-time); and

6th **WHEREAS**, this position already exists and is funded in the 2016 Operating Budget in 001-HSV-4010 as position number 2000-0034 (Public Health Nurse I); and

7th **WHEREAS**, this position already exists and is partially funded in the 2016 Operating Budget in 001-HSV-4010 as position number 4100-0130 (Public Health Nurse I); now, therefore be it

1st **RESOLVED**, the County Comptroller be and hereby is authorized to accept $205,000 and appropriate said grant funds as follows:

EPS - $205,000

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4011	3411	$205,000

ORGANIZATIONS

Suffolk County Department of Health Services

Expanded Partner Services (EPS)
001-HSV-4011 $205,000

1000-PERSONNEL SERVICES: $128,709

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4011	1110	0000	Interim Salaries	$128,709

3000-SUPPLIES: $5,000

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4011	3160	0000	Computer Software	$5,000

Employee Benefits

8000-EMPLOYEE BENEFITS: $71,291

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	EMP	DE	9030	8330	0000	Social Security	$9,846
001	EMP	ME	9010	8280	0000	Retirement	$22,009
001	EMP	DE	9080	8380	0000	Welfare Fund	$2,419
039	EMP	ODE	9060	8360	0000	Major Medical Claims	$37,017

Interfund
Transfer
Transfer to Employee Medical Health
Plan
001-IFT-E039 - $37,017

9000-INTERFUND TRANSFERS: $37,017

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	IFT	DE	E039	9600	0000	Transfer to Funds	$37,017

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	E039	R001	$37,017

3rd **RESOLVED**, that the following position be and they hereby are continued in the Department of Health Services and funded by the EPS grant.

Department of Health Services

001- HSV GRANT POSITIONS

Position No.	Spec #	Position Title	JC	Gr	No.
4010-2000-0034	2020	Public Health Nurse I	C	21	1

and be it

4th **RESOLVED**, that the following position be and they hereby are continued in the Department of Health and partially funded by the EPS grant.

Department of Health Services

001- HSV GRANT POSITIONS

Position No.	Spec #	Position Title	JC	Gr	No.
4010-4100-0130	2020	Public Health Nurse I	C	21	1

and be it

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

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

7th **RESOLVED**, that this Legislature, being the 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# 27-2016

1552

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 5/5/2016
Submitting Department / Agency: Health Services	Location: 3500 Sunrise Hwy, Suite 124, Great River, NY 11739	
Contact Person in Department / Agency Gary Amato	Telephone Number 854-0143	Grant Application Due Date 4/1/2016

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

   Expanded Partner Services

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)

3. Grant / Contract Status (Check One Box)

   ____ A. New Program Application
   X 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.)

   Provide non-medical case management that includes advice and assistance in obtaining medical, social, community, legal, financial and other support services. All non-medical case management services must be provided in accordance with AIDS Institute non-medical case management standards.

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

   NONE

II. BUDGET INFORMATION

1. Term of Contract From: 4/1/2016 To: 3/31/2017

2. Financial Assistance Requested

Source	*First Funding Cycle*		*Second Funding Cycle*		*Third Funding Cycle*	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	$0.00	0.0%				
State	$ 205,000.00	100.0%				
Private						
County	$0.00	0.0%				
Total	$ 205,000.00	100.0%				

1552

3. Explanation of Requested County Financial Assistance

Category	Total Requested	Personnel Costs Requested	Non-Personnel Costs Requested
TOTAL COUNTY SHARE	$ -	$ -	$ -
A. Cash Contribution			
B. In-Kind Contribution	$ -	$ -	$ -

4. Total Number of New Positions Requested

NONE

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 program will be terminated causing a reduction in services as well as a loss of revenue.

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).

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

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
PERSONAL SERVICES:	$128,709.00		$0.00	
1100 Permanent Salaries	0.00		0.00	
1110 Interim Salaries	128,709.00		0.00	
1120 Overtime Salaries				
1130 Temporary Salaries: no fringe	0.00			
EQUIPMENT:	$0.00		$0.00	
2010 Furniture				
2020 Office Machines	0.00			
2070 Cameras & Photographic				
2080 Medical, Dental, Lab, Equip				
2090 Radio and Communication				
2460 New Computers				
2500 Other Equip: Unclassified			0.00	
SUPPLIES, MATERIALS, OTHER	$5,000.00		$0.00	
3010 Office Supplies	0.00			
3020 Postage				
3040 Printing				
3070 Memberships & Subscrip.	0.00			
3100 Instructional Supplies				
3160 Computer Software	5,000.00			
3370 Medical, Dental, Lab Supp.	0.00			
3500 Other Unclassified	0.00		0.00	
3510 Rent: Business Machines				
3650 Rent: Buildings	0.00		0.00	
3680 Repairs, Special Equip				
UTILITIES:	$0.00		$0.00	
4010 Telephone & Telegraph			0.00	
TRAVEL:	$0.00		$0.00	
4330 Travel Employee Contracts	0.00		0.00	
4340 Travel Other Contracts	0.00			

1552

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:	$0.00		$0.00	
4210: Computer Services	$0.00			
4330: Travel: Employee Contracts	0.00			
4560: Fees for Services, Non-Employees	0.00			
CONTRACTED SERVICES (List)	$0.00		$0.00	
4980 Contracted Agencies	0.00		0.00	
HRH Healthcare, Inc.	$0.00			
EMPLOYEE BENEFITS:	$71,291.00		$0.00	
8280 Retirement	22,009.20		0.00	
8300 Insurance: Worker's Compensation				
8330 Social Security	9,846.22		0.00	
8360 Health Insurance	37,016.47		0.00	
8380 Dental Insurance	2,419.11		0.00	
OTHER: (List Source & Brief Explanation)	$0.00		$0.00	

I certify that the above in-kind contributions are not currently being used to support other Grants.

Signature of Project Director

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DETAIL LISTING OF PERSONAL SERVICES

					Source of Funding by %			
Title of Position	Grade	Step	Salary	Employee Name	Grantor	County	In-Kind	Remarks
Public Health Nurse I	21	12	77,469	Karen Kessler	100.00%			
Public Health Nurse I	21	12	77,469	Anne Roden	66.15%		33.85%	

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1552

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

Accepting and appropriating 100% Grant funds from Health Research, Inc. passed through from the New York State Department of Health in the amount of $205,000 for the Expanded Partner Services (EPS) Program administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements.

3. Purpose of Proposed Legislation

This legislation is needed to accept and appropriate 100% Grant funds from Health Research, Inc. passed through from the New York State Department of Health for the Expanded Partner Services (EPS) administered by the Department of Health Services. The EPS funds will be used to provide non-medical case management in accordance with the AIDS Institute non-medical case management standards.

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:

None

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

Not applicable.

8. Proposed Source of Funding

100% grant funds from Health Research, Inc. passed from the NYS Department of Health.

9. Timing of Impact

2016-2017

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Susan Hodosky *Principal Financial Analyst*	Susan B Hodosky	5/6/16
Suzanne MARTIN Pr Budget Examiner	Suzanne Martin	5-23-16

SCIN FORM 175b (10/95)

1552

2016 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Accepting and appropriating 100% Grant funds from the Health Research, Inc. passed through from the New York State Department of Health in the amount of $205,000 for the Expanded Partner Services (EPS) Program administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% grant funds from Health Research, Inc. for Expanded Partner Services administered by the Department of Health Services.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: The EPS funds will be used to provide non-medical case management services in accordance with the AIDS Institute mom-medical case management standards.

FISCAL IMPLICATIONS: Accept $205,000 in State grant funds into the 2016 Adopted Operating Budget. The in-kind match for these funds has already been identified.

COUNTY OF SUFFOLK

1552

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

May 6, 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 accept and appropriate 100% Grant funds from the Health Research, Inc. passed through from the New York State Department of Health in the amount of $205,000 for the Expanded Partner Services (EPS) Program administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements. The EPS funds will be used to provide non-medical case management services in accordance with the AIDS Institute non-medical case management standards.

I have enclosed a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Mary Pat Boyle at 4-0365. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-PH Exp Ptnr Services.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
Mary Pat Boyle, Public Health Nurse III
Susan Hodosky, Principal Financial 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

1552

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

1553

Intro. Res. No. - 2016 Laid on the Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 100% STATE GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $16,576 FOR THE RABIES CONTROL PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PUBLIC HEALTH AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Department of Health has awarded Suffolk County State grant funds under the Rabies Control Program to be implemented by the Suffolk County Department of Health Services, and

WHEREAS, The Rabies Control Program grant funds will be used to rapidly identify and isolate a rabid animal and prevent further transmission to humans or other animals in Suffolk County; and

WHEREAS, this grant has a start date of 04/01/16 and ends on 03/31/17 in which the County will receive 100% grant funding in the amount of $16,576 for the Rabies Control Program; and

WHEREAS, said funds have not been included in the 2016 Operating Budget; now, therefore be it

1st **RESOLVED**, the County Comptroller be and hereby is authorized to accept $16,576 and appropriate said grant funds as follows:

Rabies Control Program - $16,576

REVENUES

Fund	Department	Unit	Revenue Code	Amount
001	HSV	4022	3422	$16,576

ORGANIZATIONS

Suffolk County Department of Health Services

Rabies Control Program

001-HSV-4022 - $16,576

3000-SUPPLIES: $16,576

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
001	HSV	DEG	4022	3020	0000	Postage	$4,000
001	HSV	DEG	4022	3370	0000	Medical, Dental, Lab Supplies	$6,000
001	HSV	DEG	4022	3500	0000	Other: Unclassified	$6,576

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

3rd **RESOLVED**, that this Legislature, being the 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# 31-2016

COUNTY OF SUFFOLK

1553

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

May 20, 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 accept and appropriate 100% State Grant funds from the New York State Department of Health in the amount of $16,576 for the Rabies Control Program administered by the Suffolk County Department of Health Services, Division of Public Health, and to execute grant related agreements. The Rabies Control Program grant funds will be used to rapidly identify and isolate a rabid animal and prevent further transmission to humans or other animals in Suffolk County.

I have enclosed a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Jeff Minder at 852-5831. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-PH Rabies.docx."

Sincerely,

James L. 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, MPA, Assistant to the Commissioner of Health Services
Jeff Minder, Associate Public Health Sanitarian
Susan Hodosky, Principal Financial Analyst

Public Health
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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

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1553

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

Accepting and appropriating 100% State Grant funds from the New York State Department of Health in the amount of $16,576 for the Rabies Control Program administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements.

3. Purpose of Proposed Legislation

This legislation is needed to accept and appropriate 100% grant funds from the New York State Department of Health for the Rabies Control Program administered by the Department of Health Services. The Rabies Control Program grant funds will be used to rapidly identify and isolate a rabid animal and prevent further transmission to humans or other animals in Suffolk County.

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:

None

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

Not applicable.

8. Proposed Source of Funding

100% grant funds from the NYS Department of Health.

9. Timing of Impact

2016-2017

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Susan B. Hodosky *Principal Financial Analyst*	Susan B Hodosky	5/20/16
Suzanne Marin Pr Budget Examiner	Suzanne Marin	5-23-16

SCIN FORM 175b (10/95)

1553

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE: 5/5/2016
Submitting Department / Agency: Health Services	Location: 3500 Sunrise Hwy, Suite 124, Great River, NY 11739	
Contact Person in Department / Agency Gary Amato	Telephone Number 854-0143	Grant Application Due Date 3/1/2016

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

   Rabies Control Program

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)

3. Grant / Contract Status (Check One Box)

   ____ A. New Program Application
   X 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.)

   These grant funds will be used to protect Suffolk County residents from contracting rabies. The county has developed a comprehensive rabies protocal based upon current NYSDOH guidelines.

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

   NONE

II. BUDGET INFORMATION

1. Term of Contract From: 4/1/2016 To: 3/31/2017

2. Financial Assistance Requested

Source	*First Funding Cycle*		*Second Funding Cycle*		*Third Funding Cycle*	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	$0.00	0.0%				
State	$ 16,576.44	100.0%				
Private						
County	$0.00	0.0%				
Total	$ 16,576.44	100.0%				

1553

3. Explanation of Requested County Financial Assistance

Category	Total Requested	Personnel Costs Requested	Non-Personnel Costs Requested
TOTAL COUNTY SHARE	$ -	$ -	$ -
A. Cash Contribution			
B. In-Kind Contribution	$ -	$ -	$ -

4. Total Number of New Positions Requested

NONE

5. Can This program be Refunded by the Proposed Non-County Sources?

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.)

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 program will be terminated.

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).

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

GRANT BUDGET ANALYSIS COUNTY BUDGET YEAR 2016

Category	Appropriation Number Grantor Funds	Appropriation Number County Funds	Appropriation Number In-Kind Contribution	Remarks
PERSONAL SERVICES:	$0.00		$0.00	
1100 Permanent Salaries	0.00		0.00	
1110 Interim Salaries	0.00			
1120 Overtime Salaries				
1130 Temporary Salaries: no fringe	0.00			
EQUIPMENT:	$0.00		$0.00	
2010 Furniture				
2020 Office Machines	0.00			
2070 Cameras & Photographic				
2080 Medical, Dental, Lab, Equip				
2090 Radio and Communication				
2460 New Computers				
2500 Other Equip: Unclassified			0.00	
SUPPLIES, MATERIALS, OTHER	$16,576.44		$0.00	
3010 Office Supplies				
3020 Postage	4,000.00			
3040 Printing				
3070 Memberships & Subscrip.	0.00			
3100 Instructional Supplies				
3160 Computer Software				
3370 Medical, Dental, Lab Supp.	6,000.00			
3500 Other Unclassified	6,576.44		0.00	
3510 Rent: Business Machines				
3650 Rent: Buildings	0.00		0.00	
3680 Repairs, Special Equip				
UTILITIES:	$0.00		$0.00	
4010 Telephone & Telegraph			0.00	
TRAVEL:	$0.00		$0.00	
4330 Travel Employee Contracts			0.00	
4340 Travel Other Contracts				

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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:	$0.00		$0.00	
4210: Computer Services	$0.00			
4330: Travel: Employee Contracts	0.00			
4560: Fees for Services, Non-Employees	0.00			
CONTRACTED SERVICES (List)	$0.00		$0.00	
4980 Contracted Agencies	0.00		0.00	
HRH Healthcare, Inc.	$0.00			
EMPLOYEE BENEFITS:	$0.00		$0.00	
8280 Retirement	0.00			
8300 Insurance: Worker's Compensation				
8330 Social Security	0.00			
8360 Health Insurance	0.00			
8380 Dental Insurance	0.00			
OTHER: (List Source & Brief Explanation)	$0.00		$0.00	

I certify that the above in-kind contributions are not currently being used to support other Grants.

Signature of Project Director

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DETAIL LISTING OF PERSONAL SERVICES

					Source of Funding by %			
Title of Position	*Grade*	*Step*	*Salary*	*Employee Name*	*Grantor*	*County*	*In-Kind*	*Remarks*

1553

1553

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

August 6, 2013

James Tomarken, MD, MSW, MPH, MBA, FRCPC, FACP
Commissioner
Suffolk County Department of Health Services
3500 Sunrise Hwy, Ste 124
Great River, New York 11739-9006

Dear Dr. Tomarken:

In the enacted 2013-2014 New York State Department of Health budget, reductions were made to certain appropriations. These reductions apply to the contracts in the Rabies program. Consequently, the above referenced contract must be reduced by $979.11 for each year remaining on this contract. In order to implement this reduction, the contract's budget must be adjusted downward. Budget reductions made should insure that contract savings will begin immediately and will not be postponed until the end of the contract period.

Your estimated grant award for each remaining year of this contract, beginning with April 1, 2013 through March 31, 2014 will be $16,576.44. Your total for 5 years will be $83,861.31. Contract amendments will be emailed within the next few weeks. Please handle them as you did the original contract. Send me two notarized originals (express mail is suggested). If you have any questions, do not hesitate to contact me at 518-473-4439.

Sincerely,

Renee Lund-Feisthamel

Renee Lund-Feisthamel
Health Program Administrator
Bureau of Communicable Disease Control

cc: Gwen Hulse

1553
17-HS-008A

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Department of Health Bureau of Communicable Disease Control ESP - Corning Tower - Room 651 Albany, New York 12237	BUSINESS UNIT/DEPT. ID: DOH01/3450250 CONTRACT NUMBER: C027947 CONTRACT TYPE: ☑ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Suffolk County Department of Health Services	TRANSACTION TYPE: ☐ New ☐ Renewal ☑ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Rabies
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000000809 Federal Tax ID Number: 11-6000464 DUNS Number (if applicable): 129090267	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only): N/A
CONTRACTOR PRIMARY MAILING ADDRESS: 3500 Sunrise Highway Suite 124 Great River, NY 11739-9006 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: 4701000000.00 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: N/A Exemption Status/Code: N/A ☐ Sectarian Entity

0024127

1553

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 04/01/2012 To: 03/31/2017

CURRENT CONTRACT PERIOD:

From: 04/01/2012 To: 03/31/2017

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: $ 87,778

AMENDED: $ 83,861

FUNDING SOURCE(S)

- [x] 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	4/1/12-3/31/13	$ 17,556		
2	4/1/13-3/31/14	$ 17,556		$ 16,576
3	4/1/14-3/31/15	$ 17,556		$ 16,576
4	4/1/15-3/31/16	$ 17,556		$ 16,576
5	4/1/16-3/31/17	$ 17,556		$ 16,576

ATTACHMENTS PART OF THIS AGREEMENT:

- [x] Attachment A:
  - [x] A-1 Program Specific Terms and Conditions
  - [ ] A-2 Federally Funded Grants
- [x] Attachment B:
  - [x] B-1 Expenditure Based Budget
  - [ ] B-2 Performance Based Budget
  - [ ] B-3 Capital Budget
  - [x] B-1(A) Expenditure Based Budget (Amendment)
  - [ ] B-2(A) Performance Based Budget (Amendment)
  - [ ] B-3(A) Capital Budget (Amendment)
- [x] Attachment C: Work Plan
- [x] Attachment D: Payment and Reporting Schedule
- [x] Other: Attachment H

COUNTY OF SUFFOLK 1553

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

PRIVILEGED AND CONFIDENTIAL
INTER-OFFICE/INTRA-AGENCY COMMUNICATION
NOT SUBJECT TO FOIL DISCLOSURE

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

From: Jeffrey Minder
Associate Public Health Sanitarian, Bureau of Public Health Protection

Date: May 12, 2016

Subject: Request for Introductory Resolution for the Rabies Grant (4/1/16 – 3/31/17); $16,576

Please request a legislative Introductory Resolution to appropriate funds for the Rabies Grant (4/1/16 – 3/31/17); $16,576

Program Description:
Rabies is a universally fatal disease. A County-wide Rabies Prevention and Control Program is mandated under New York State Public Health Law. The Bureau of Public Health Protection's Rabies Prevention and Control Program's mission is to rapidly identify and isolate a rabid animal and prevent further transmission to humans or other animals. The Bureau investigates possible human exposure to potentially rabid animals. Prompt investigation, observation, and/or testing of suspect rabid animals, with essential life-saving medication administered to those exposed, prevents human death from the virus.

The grant provides reimbursement for:

- Preparation, shipping supplies and shipping of potentially rabid animals for rabies testing
- Post-exposure medication for treatment of humans bitten by potentially rabid animals
- County-sponsored free rabies vaccination clinics
- Education of the population to reduce exposure to rabid animals

cc: Susan Hodosky, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

BUREAU OF PUBLIC HEALTH PROTECTION
360 Yaphank Avenue, Suite 2A, Yaphank, NY 11980 (631) 852-5900 FAX (631) 852-5871

1553

2016 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Accepting and appropriating 100% State Grant funds from the New York State Department of Health in the amount of $16,576 for the Rabies Control Program administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% grant funds from the New York State Department of Health for the Rabies Control Program administered by the Department of Health Services.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: The Rabies Control Program grant funds will be used to rapidly identify and isolate a rabid animal and prevent further transmission to humans or other animals in Suffolk County.

FISCAL IMPLICATIONS: Accept $16,576 in State Grant funds into the 2016 Adopted Operating Budget.

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER 1553

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. 1554-16 Laid on Table 6/1/16
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, ACCEPTING AND APPROPRIATING FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES (DHSES) IN THE AMOUNT OF $50,000.00 FOR "OPERATION SHIELD 2016" UNDER STATE HOMELAND SECURITY PROGRAM (SHSP FY2015) TO BE ADMINISTERED BY THE SUFFOLK COUNTY SHERIFF'S OFFICE IN PARTNERSHIP WITH THE SUFFOLK COUNTY POLICE DEPARTMENT, THE EAST END MARINE TASK FORCE AND VARIOUS OTHER FEDERAL, STATE AND LOCAL AGENCIES, AND TO EXECUTE GRANT RELATED AGREEMENTS WITH 100% SUPPORT.

WHEREAS, the New York State Division of Homeland Security and Emergency Services has awarded the Suffolk County Sheriff's Office $50,000 in funds under the SHSP FY2015 grant program to be administered by the Suffolk County Sheriff's Office; and

WHEREAS, the SHSP FY2015 will provide funds for high visibility maritime enforcement for prevention and response to terrorist attacks, and to minimize danger of and support recovery from terrorist attacks; and

WHEREAS, this grant provides funding for a minimum of one operation for the 2016 July 4th period, the Sheriff's Office will receive 100% grant funding in the amount of $50,000; and

WHEREAS, the SHSP FY2015 funding is slated for operation for the period beginning 05/01/2016 to 12/31/2017; and

WHEREAS, said funds have not been included in the 2016 Operating Budget; now, therefore be it

1st RESOLVED, that the County Comptroller be and is hereby authorized to accept and appropriate said unbudgeted grant funds in the amount of $50,000 as follows:

2nd RESOLVED, that the County Executive and Sheriff are authorized to execute any Agreement with the State of New York, as necessary, to secure said grant funds.

REVENUES:	AMOUNT
001-SHF-4215 - Homeland Security Operation SHIELD 2016	$25,000.00
115-POL-4215 - Homeland Security Operation SHIELD 2016	$25,000.00

APPROPRIATION:

Suffolk County Sheriff's Office
Homeland Security Operation SHIELD FY2016
001-SHF-3161

1000- Personal Services	$20,040.00
1120-Overtime Salaries	$20,040.00

APPROPRIATION: Police Department (POL)
Homeland Security Operation SHIELD FY2016
115-POL-3761

1000- Personal Services	$19,786.00
1120-Overtime Salaries	$19,786.00

Employee Benefits
Retirement
001-EMP-9010

8000- Employee Benefits	$8,354.00
8280- Employee Retirement System	$8,354.00

Employee Benefits
Social Security
001-EMP-9030

8000- Employee Benefits	$1,820.00
8330- Social Security	$1,820.00

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

1554

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 FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES (DHSES) IN THE AMOUNT OF $50,000 FOR "OPERATION SHIELD 2016" UNDER STATE HOMELAND SECURITY PROGRAM (SHSP FY2015) TO BE ADMINISTERED BY THE SUFFOLK COUNTY SHERIFF'S OFFICE IN PARTNERSHIP WITH THE SUFFOLK COUNTY POLICE DEPARTMENT, THE EAST END MARINE TASK FORCE AND TO EXECUTE GRANT RELATED AGREEMENTS WITH 100% SUPPORT

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

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes __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. $50,000 of grant money will be used to implement and carry out Operation SHIELD.

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

n/a

8. Proposed Source of Funding –NYS DHSES SHSP FY2015 Grant.

9. Timing of Impact - **FY 2016**

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date:
Anthony G. Paparatto Chief Of Staff	5/6/16	05/10/16

SCIN FORM 175b (10/95)

Joanne Wheat
Budget Analyst 5/25/16

1554

2016 INTERGOVERNMENTAL RELATIONS

MEMORANDUM OF SUPPORT

Title Of Bill: Accepting and appropriating Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services (DHSES) in the amount of $50,000 for "OPERATION SHIELD 2016" under State Homeland Security Program (SHSP FY2015) to be administered by the Suffolk County Sheriff's Office, in partnership with the Suffolk County Police Department, the East End Marine Task Force and various other Federal, State and local agencies in Suffolk County and to execute grant related agreements with 100% support.

PURPOSE OR GENERAL IDEA OF BILL:

Grant funding will help to ensure that vessels are in compliance with NYS and Federal Navigation Rules and Regulations; ensure proper reporting procedures are followed when foreign vessels enter the United States through the waters off Suffolk County from outside our borders; intelligence collection and flow; and interdiction of maritime smuggling.

SUMMARY OF SPECIFIC PROVISIONS:

The Sheriff's Office agrees to administer and act in partnerships with the Suffolk County Police Department, the East End Marine Task Force and various other Federal, State and local agencies in Suffolk County for "Operation SHIELD 2016" with 100% funding from the SHSP FY2015 that will provide funds for high visibility maritime enforcement for prevention and response to terrorist attacks, and to minimize danger of and support recovery from terrorist attacks. Multiple law enforcement agencies will be deployed for interdiction purposes and inspection of foreign flagged vessels in the waters of Suffolk County.

JUSTIFICATION:

Suffolk County and the East End of Long Island is a maritime threat in that a vessel can potentially enter the United States with weapons of mass effect concealed, concealed human cargo or other contraband and proceed inland to a major population center without having to offload or disembark its cargo. These waterways are traversed by both commercial and recreational foreign flagged vessels.

1554

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: T193060 (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: WM15193060
FEDERAL TAX IDENTIFICATION NO: 11-6000464 MUNICIPALITY NO: (if applicable) 470100000 000 SFS VENDER NO: 1000000809 DUN & BRADSTREET NO: 065949190	INITIAL CONTRACT PERIOD: FROM 05/01/2016 TO 12/31/2017 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	COMPTROLLER'S SIGNATURE
_____	_____
Title: _____	Title: _____
Date: _____	Date: _____

Award Contract

Project No.	Grantee Name		SHSP
SH15-1075-D00	Suffolk County	1554	05/10/2016

Award Contract **SHSP**

Project No. **Grantee Name**

SH15-1075-D00 Suffolk County 1554 05/10/2016

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

VER 07/15

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Award Contract **SHSP**

Project No. SH15-1075-D00

Grantee Name Suffolk County

05/10/2016

Budget Summary by Participant

Suffolk County - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Overtime/Backfill Expenses Associated With Operation SHIELD 2016	1	$39,826.00	$39,826.00	$39,826.00	$0.00
	Total			$39,826.00	$39,826.00	$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe Related To Overtime/Backfill Expenses Associated With Operation SHIELD 2016	1	$10,174.00	$10,174.00	$10,174.00	$0.00
	Total			$10,174.00	$10,174.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$50,000.00	$50,000.00	$0.00

Suffolk County Sheriffs Office

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$50,000.00	$50,000.00	$0.00

Award Contract **SHSP**

Project No.	**Grantee Name**	
SH15-1075-D00	Suffolk County	05/10/2016

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

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Award Contract **SHSP**

Project No.	**Grantee Name**	
SH15-1075-D00	Suffolk County	05/10/2016

Work Plan

Goal

Prevent terrorist attacks; respond to terrorist attacks; minimize the danger and recover from terrorist attacks.

Objective #1

G & T Workplan Code - 15. Enhance capability to support international border and waterway security.

Investment Justification - Strength Counter-Terrorism and Law Enforcement Capabilities

Target Capability
Primary - Information Gathering and Recognition of Indicators and Warnings
Secondary - Planning

Enhance capability to support international border and waterway security.

Task #1 for Objective #1

Conduct operational activities to further enhance law enforcement presence to disrupt and deter criminal activity. Submit After Action Report to DHSES within 30 days of Operation completion.

#	Performance Measure
1	Provide brief narrative reporting organizational activities completed. Describe how the project enhanced the region's capability to support international border and waterway security. After Action Report submitted to DHSES within 30 days after Operation completion.

Award Contract **SHSP**

Project No.	**Grantee Name**	
SH15-1075-D00	Suffolk County	05/10/2016

Suffolk County Indemnification Clause: NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1, Section I, paragraph O; Section IV, paragraph A, parts 1 and 2, and paragraph B, parts 1-6: The State and Contractor agree that Contractor is an independent contractor, and not an employee of the State. If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Contractor shall be solely responsible to the State for performance, whether the work is performed by the Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

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Award Contract **SHSP**

Project No.	**Grantee Name**	
SH15-1075-D00	Suffolk County	05/10/2016

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). Report scheduled exercises to DHSES through the Master Exercise and Training Information System (METIS - https://metis.nj.gov/) 60 days prior to the start of the exercise. 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.

COUNTY OF SUFFOLK

OFFICE OF THE SHERIFF

VINCENT F. DeMARCO
SHERIFF

To: Jon Schneider, Deputy County Executive

From: Anthony G. Paparatto, Chief of Staff

Date: 5/10/16

Re: N.Y.S. Division of Homeland Security and Emergency Services, State Homeland Security Program (SHSP FY2015) "Operation SHIELD 2016" with 100% Support

---

As you are aware, the New York State Division of Homeland Security and Emergency Services has made $50,000 in funds available to Suffolk County through the State Homeland Security Program (SHSP FY2015) with 100% support, to be administered by the Suffolk County Sheriff's Office, in partnership with the Suffolk County Police Department, the East End Marine Task Force and various other Federal, State and local agencies. The SHSP will provide funds for high visibility maritime enforcement for prevention and response to terrorist attacks, and to minimize danger of and support recovery from terrorist attacks. This grant provides funding for a minimum of one operation over the 2016 Fourth of July holiday period. The operational period of this grant is from May 1, 2016 through December 31, 2017.

An e-mail version of the resolution was sent to CE RESO REVIEW, saved under the title "Reso–Sheriff - N.Y.S. Division of Homeland Security and Emergency Services "Operation SHIELD 2016".

We request that this resolution be laid on the table at your earliest convenience. Thank you for your consideration in reviewing this draft resolution.

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

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 the benefits and need for this resolution.
(3) Attach all pertinent backup material.

Submitting Department (Dept. Name & Location):	Department Contact Person (Name & Phone No.)
Suffolk County Sheriff's Office **100 Center Drive** **Riverhead, N.Y. 11901-3390**	**Chief Of Staff** **Anthony G. Paparatto** **(631) 852-2211**

Resolution Involves:

___ Appropriation
___ Technical Amendment
_x_ Grant Award

Capital Project
___New Program
___Contract (New __Rev.__)

Explanation of proposed resolution.
The Sheriff's Office is a successful applicant for the New York State Division of Homeland Security and Emergency Services (DHSES) State Homeland Security Program (SHSP FY2015) in the amount of $50,000 for "Operation SHIELD 2016" to be administered by the Suffolk County Sheriff's Office in partnership with the Suffolk County Police Department, the East End Marine Task Force, and various other Federal, State and local agencies in Suffolk County.

Summary of Resolution benefits.
The Sheriff's Office agrees to administer and act in partnerships with the Suffolk County Police Department, the East End Marine Task Force, and various other Federal, State and local agencies in Suffolk County for "Operation SHIELD 2016" with 100% funding from the SHSP FY2015 that will provide funds for high visibility maritime enforcement for prevention and response to terrorist attacks, and to minimize danger of and support recovery from terrorist attacks.

Suffolk County and the East End of Long Island is a maritime threat in that a vessel can potentially enter the United States with weapons of mass effect concealed, concealed human cargo or other contraband and proceed inland to a major population center without having to offload or disembark its cargo. These waterways are traversed by both commercial and recreational foreign flagged vessels.

Grant funding will help to ensure that vessels are in compliance with NYS and Federal Navigation Rules and Regulations; ensure proper reporting procedures are followed when foreign vessels enter the United States from outside our borders; intelligence collection and flow; and interdiction of maritime smuggling.

Multiple law enforcement agencies will be deployed for interdiction purposes and inspection of foreign flagged vessels.

1555

Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE PURCHASE OF SEWER FACILITY MAINTENANCE EQUIPMENT AND AUTHORIZING A TEMPORARY INCREASE IN THE FLEET (CP 8164)

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

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

WHEREAS, there are sufficient funds included within the 2016 Adopted Capital Budget and 2016 Operating Budget to cover the cost of said sewer facility maintenance equipment; and

WHEREAS, the Commissioner of Public Works requests that these funds be transferred and appropriated for the purchase of sewer facility maintenance equipment; and

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

WHEAREAS, Chapter 186 of the Suffolk County Code (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, it is proposed that the ASRF Fund (404) and Southwest ASRF Fund (405) each fund the districts the sum of $500,000 ($1.0 million total) for the purpose of implementing this project for the benefit of all the sewer districts; 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 (25) and (27), in that the resolution concerns purchasing of furnishings, equipment and supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

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

3rd **RESOLVED**, that a temporary increase in the Sanitation Fleet is hereby authorized for sewer maintenance and inspection activities; and be it further

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

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

6th **RESOLVED**, that the 2016 Capital Budget and Program is hereby amended as follows:

Project No.: 8164
Project Title: Sewer Facility Maintenance Equipment Purchase for Various Suffolk County Sewer Districts

	Total Est'd Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
5. Equipment	$12,750,000	$1,000,000T	$ 500,000(A)
			$ 500,000(SW)
TOTAL	$12,750,000	$1,000,000	$ 1,000,000

7th **RESOLVED**, that the County Comptroller is hereby authorized and directed to transfer funds and accept proceeds as follows:

Interfund Expenditures	Amount
404-IFT-E527-Transfer to Sewer District Capital Fund 527	$500,000
405-IFT-E528-Transfer to Southwest Sewer District Capital Fund 528	$500,000
Interfund Revenues:	
527-IFT-R404 – Transfer from ASRF Fund 404 (Ref. 527-CAP-IFTR-R404)	$500,000
528-IFT-R405 – Transfer from Southwest ASRF Fund 405 (Ref. 528-CAP-IFTR-R405)	$500,000

; and be it further

8th RESOLVED, that funds in the amount of $1,000,000 from the Assessment Stabilization Reserve Fund 404 and 405 be and hereby are appropriated as follows:

PROJECT NO.	PROJECT TITLE	AMOUNT
527-CAP-8164.535	Sewer Facility Maintenance Equipment Various Sewer Districts	$500,000
528-CAP-8164.536	Sewer Facility Maintenance Equipment Southwest Sewer District	$500,000

DATED:

APPROVED BY:

_____

Deputy County Executive of Suffolk County

Date of Approval:

1555

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

A resolution appropriating funds in the 2016 Capital Budget and Program for the purchase of sewer facility maintenance equipment with a temporary increase in the fleet (CP 8164)

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

This resolution appropriates the capital project funds.

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

N/A

8. Proposed Source of Funding

Sewer Maintenance Fund appropriations within the Capital Fund.

9. Timing of Impact

Upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Ben Wright, P.E. Principal Civil Engineer, Sanitation	Ben Wright 5/24/16	5-10-16

SCIN FORM 175B (10/95)

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FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1555

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

1555

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

2016

BERGEN POINT		**SEWER DISTRICTS**	
2 - Portable Trash Pumps	$120,000	2 - F 550 Dump Trucks w/snow plows, spreaders	$218,000
1 - Vactor	$380,000	2 - F 250 Super Cab Pickup Trucks w/snow plows, custom tool boxes	$125,000
		1- F 550 Utility Truck w/crane and generator	$137,000
		1 – 10 Ton Equipment Trailer	$20,000
TOTAL	**$500,000**		**$500,000**

H:\SANITATION\resolutions\2016 Resolutions\ga-bw5-10-16 Backup DPW Purchase CP8164 Attachment.doc

1555

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL - Appropriating Funds in the 2016 Capital Budget and Program for the Purchase of Sewer Facility Maintenance Equipment with a Temporary Increase in the Fleet (CP 8164)

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

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

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

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

COUNTY OF SUFFOLK

1555

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: **Appropriating Funds in the 2016 Capital Budget and Program for the Purchase of Sewer Facility Maintenance Equipment with a Temporary Increase in the Fleet (CP 8164)**

DATE: May 10, 2016

A prior submittal on this project is to be withdrawn and replaced with the attached. Attached is a draft resolution, SCIN Form 175a and 175b, and backup for the referenced capital project filed as Reso DPW-CP 8164 – Sewer Maintenance Equipment 5-10-16 and backup filed as Backup DPW-CP 8164 – Sewer Maintenance Equipment 5-10-16. The resolution transfers $1,000,000 from Fund 404 and 405 for sewer maintenance equipment per the attached list, and authorizes an increase in the number of vehicles in the Sanitation fleet. This Capital Project is for the purpose of ensuring that the proper sewerage facility maintenance equipment for various districts is available. The majority of this equipment is associated with the sewer system response, rehabilitation, inspection, and repair. Attention and focus has been increasing annually as the 1,250 miles of sewers require attention and regulations concerning maintenance are implemented.

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

GA:BW:ni
Attachment
cc: John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
Paul Michael James, Fleet Service Manager
CE RESO REVIEW
H:\SANITATION\resolutions\2016 Resolutions\ga-bw5-10-16 Backup DPW Purchase CP8164 Memo to JSchneider.doc

1556

Intro. Res. No. - 2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR PARTICIPATION IN PAVEMENT RESURFACING OF CR 80, MONTAUK HIGHWAY FROM THE VICINITY OF CR 101, SILLS ROAD TO THE VICINITY OF NY24 (CP 5599, PIN 076090)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with Pavement Resurfacing of CR 80, Montauk Highway from the vicinity of CR 101, Sills Road to the vicinity of NY24; and

WHEREAS, there are Federal and/or State funds available from the Federal Highway Administration for this project, identified as PIN 076090, under the Federal Highway Administration (FHWA) funding, with a share allocation of eighty percent (80%) Federal funds and twenty percent (20%) County funds; and

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

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

WHEREAS, a portion of the professional engineering services associated with the planning, design and construction of this project have been and may continue to be performed by the staff of the Department of Public Works; and

WHEREAS, sufficient funds are not included in the 2016 Capital Budget and Program to cover the cost of said request under Capital Project 5599 and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $15,000,000 in Suffolk County Serial Bonds; 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 resolution constitutes a Type II action pursuant to Title 6 NYCRR Part 617.5(C),(1),(4),(20),(27), in that this legislative decision involves continuing agency administration and management for the maintenance, repair and repaving of existing highways not involving the addition of new travel lanes; as such, the County 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 seventy-four (74) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Pavement Resurfacing of CR 80, Montauk Highway from the vicinity of CR 101, Sills Road to the vicinity of NY24, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the 2016 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5599
Project Title: CR 80, Montauk Highway from the vicinity of CR 101, Sills Road to the vicinity of NY24

	Total Est'd Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
3. Construction	$15,000,000	$0	$ 3,000,000B
		$0	$12,000,000F
TOTAL	$15,800,000	$0	$15,000,000

5th **RESOLVED**, that the proceeds of $3,000,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5599.316 (Fund 001 Debt Service)	50	CR 80, Montauk Highway from the vicinity of CR 101, Sills Road to the vicinity of NY24	$3,000,000

and be it further

6th **RESOLVED,** that Federal Aid in the amount of $12,000,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-CAP-5599.316	50	CR 80, Montauk Highway from the vicinity of CR 101, Sills Road to the vicinity of NY24	$12,000,000

7th **RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of $3,000,000; and be it further

8th **RESOLVED**, that the County Comptroller is hereby authorized and directed to accept Federal funding in the amount of $12,000,000; and be it further

9th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of $12,000,000; and be it further

10th **RESOLVED,** that the County Comptroller is hereby authorized and directed to place into a debt service reserve fund any federal or state aid received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of $3,000,000 for the County share; and be it further

11th **RESOLVED**, that the County Comptroller is hereby authorized to accept Federal and/or State Marchiselli aid in connection with this project; and be it further

12th **RESOLVED,** that this resolution will become effective upon receipt of the Federal Authorization; and be it further

13th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION 1556

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR PARTICIPATION IN PAVEMENT RESURFACING OF CR 80, MONTAUK HIGHWAY FROM THE VICINITY OF CR 101, SILLS ROAD TO THE VICINITY OF NY24 (CP 5599, PIN 076090)

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 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 are Federal funds available from the Federal Highway Administration (FHWA) for this project, with a share allocation of eighty (80%) percent Federal funds ($12,000,000) and twenty (20%) percent County funds ($3,000,000). Suffolk County must "first instance" fund the entire cost of the project. County Comptroller is authorized to issue bond anticipation notes for the federal and/or state share. If short term notes are issued, the county would incur minimal interest costs. DPW to track staff and related costs associated with this project for chargeback purposes.

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

N/A

8. Proposed Source of Funding

Federal Funds 80% and Suffolk County Serial Bonds 20%.

9. Timing of Impact

For Suffolk County Serial Bonds: It is anticipated that bonds will be issued Fall 2016 and debt service will commence Fall 2017. There is no impact in 2016. Earliest debt service fiscal impact will be in the 2017 Operating Budget. The appropriations within this resolution shall not be expended, encumbered or authorized, and that no bond or notes shall be issued, for this project until the County is in receipt of the Federal Authorization for this project.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		May 24, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1556

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	$236,581	**$0.44**	$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	$236,581	**$0.44**	$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

1556

Term of Bonds	15
Amount to Bond:	$3,000,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$171,268.28	$65,312.50	$236,580.78	$236,580.78
			$30,791.92	$30,791.92	
11/1/2018	2.000%	$174,996.93	$30,791.92	$205,788.86	$236,580.78
			$28,887.01	$28,887.01	
11/1/2019	2.000%	$178,806.76	$28,887.01	$207,693.77	$236,580.78
			$26,940.62	$26,940.62	
11/1/2020	2.000%	$182,699.54	$26,940.62	$209,640.16	$236,580.78
			$24,951.86	$24,951.86	
11/1/2021	2.125%	$186,677.06	$24,951.86	$211,628.92	$236,580.78
			$22,919.80	$22,919.80	
11/1/2022	2.125%	$190,741.17	$22,919.80	$213,660.98	$236,580.78
			$20,843.51	$20,843.51	
11/1/2023	2.125%	$194,893.77	$20,843.51	$215,737.27	$236,580.78
			$18,722.01	$18,722.01	
11/1/2024	2.125%	$199,136.77	$18,722.01	$217,858.77	$236,580.78
			$16,554.32	$16,554.32	
11/1/2025	2.250%	$203,472.14	$16,554.32	$220,026.46	$236,580.78
			$14,339.44	$14,339.44	
11/1/2026	2.375%	$207,901.90	$14,339.44	$222,241.34	$236,580.78
			$12,076.34	$12,076.34	
11/1/2027	2.500%	$212,428.09	$12,076.34	$224,504.44	$236,580.78
			$9,763.97	$9,763.97	
11/1/2028	2.500%	$217,052.83	$9,763.97	$226,816.81	$236,580.78
			$7,401.26	$7,401.26	
11/1/2029	2.500%	$221,778.25	$7,401.26	$229,179.52	$236,580.78
			$4,987.12	$4,987.12	
11/1/2030	2.625%	$226,606.55	$4,987.12	$231,593.67	$236,580.78
			$2,520.41	$2,520.41	
11/1/2031	2.625%	$231,539.96	$2,520.41	$234,060.37	$236,580.78
11/1/2032		$3,000,000.00	$548,711.71	$3,548,711.71	$3,548,711.71
11/1/2033					
11/1/2034					

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER 1556

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

** NEW YORK METROPOLITAN TRANSPORTATION COUNCIL **
ADMINISTRATIVE MODIFICATION: NS14-AM

AGENCY PIN WORKTYPE <AQ STATUS> / AQ CODE	PROJECT DESCRIPTION / COUNTY	TOTAL PROJECT COST	FUND SOURCES & OBLIGATION DATE	TOTAL 5-YEAR PROGRAM in millions of dollars	PHASE	PRE FFY 2014						POST FFY 2018
From												
NASSAU CO. 076082 SAFETY <Exempt>	AUSTIN BOULEVARD SAFETY IMPROVEMENTS, AT ISLAND PARK INCLUDES WIDENING CENTER LEFT-TURN LANES, TRAVEL LANE, PARKING LANES, NEW CROSSWALKS, PED PUSH BUTTONS WITH COUNTDOWN TIMERS, SIDEWALK BULBOUTS AT PED CROSSING IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY		HSIP 05/2016 LOCAL 05/2016 HSIP 05/2016 LOCAL 05/2016	0.250 0.293 2.250 2.645	CONINSP CONINSP CONST CONST				0.250 0.293 2.250 2.645			
AQC:A6Z	NASSAU	TPC : $4.6-$7.5 M	TOTAL 5YR COST :	5.438		0.000	0.000	0.000	5.438	0.000	0.000	0.000
To												
NASSAU CO. 076082 SAFETY <Exempt>	AUSTIN BOULEVARD SAFETY IMPROVEMENTS, AT ISLAND PARK INCLUDES WIDENING CENTER LEFT-TURN LANES, TRAVEL LANE, PARKING LANES, NEW CROSSWALKS, PED PUSH BUTTONS WITH COUNTDOWN TIMERS, SIDEWALK BULBOUTS AT PED CROSSING IN THE TOWN OF HEMPSTEAD, NASSAU COUNTY		HSIP 07/2017 LOCAL 07/2017 HSIP 07/2017 LOCAL 07/2017	0.250 0.293 2.250 2.645	CONINSP CONINSP CONST CONST					0.250 0.293 2.250 2.645		
AQC:A6Z	NASSAU	TPC : $4.6-$7.5 M	TOTAL 5YR COST >	5.438		0.000	0.000	0.000	0.000	5.438	0.000	0.000

Ballot Comment: ROLLOVER TO FFY 2017 TO ALLOW FOR COORDINATION WITH MULTIPLE PROJECTS IN THE AREA

AGENCY PIN WORKTYPE <AQ STATUS> / AQ CODE	PROJECT DESCRIPTION / COUNTY	TOTAL PROJECT COST	FUND SOURCES & OBLIGATION DATE	TOTAL 5-YEAR PROGRAM in millions of dollars	PHASE	PRE FFY 2014						POST FFY 2018
From												
SUFFOLK CO. 076090 R&P <Exempt>	RESURFACING OF CR80, MONTAUK HIGHWAY IN THE VICINITY OF CR101 TO VICINITY OF NY24 IN THE TWON OF BROOKHAVEN AND SOUTHAMPTON. THIS PROJECT WILL RESURFACE ROADWAY WITH 2 INCHES OVERLAY AND REPAIRS DRAINAGE,CURBS AND SIDEWALKS AS NECESSARY.		STP LG URBAN 08/2015 LOCAL 08/2015 STP LG URBAN 08/2016 LOCAL 08/2016 STP LG URBAN 08/2016 LOCAL 08/2016	0.640 0.160 1.138 0.285 10.062 2.515	DETLDES DETLDES CONINSP CONINSP CONST CONST			0.640 0.160	1.138 0.285 10.062 2.515			1550
AQC:A10P	SUFFOLK	TPC : $15-$25 M	TOTAL 5YR COST :	14.800		0.000	0.000	0.800	14.000	0.000	0.000	0.000
To												
SUFFOLK CO. [redacted] R&P <Exempt>	RESURFACING OF [redacted] IN THE VICINITY OF CR101 TO VICINITY OF NY24 IN THE TWON OF BROOKHAVEN AND SOUTHAMPTON. THIS PROJECT WILL RESURFACE ROADWAY WITH 2 INCHES OVERLAY AND REPAIRS DRAINAGE,CURBS AND SIDEWALKS AS NECESSARY.		STP LG URBAN 08/2015 LOCAL 08/2015 [redacted] LG URBAN 08/2016 LOCAL 08/2016 [redacted] LG URBAN 08/2016 LOCAL 08/2016	0.640 0.160 [redacted] [redacted] [redacted] [redacted]	DETLDES DETLDES [redacted] [redacted] [redacted] [redacted]			0.640 0.160	[redacted] [redacted] [redacted] [redacted]			
AQC:A10P	SUFFOLK	TPC : $15-$25 M	TOTAL 5YR COST >	15.800		0.000	0.000	0.800	[redacted]	0.000	0.000	0.000

Ballot Comment: COST INCREASE AS HIGHER BID AMOUNT THAN ESTIMATED (OFFSET 075656 DEOBL 12/08/2015) AND 075979 IN TIP ACTION NS14-31

1556

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Amending the 2016 Capital Budget and Program and Appropriating Funds in Connection with the County Share for Participation in Pavement Resurfacing of CR 80, Montauk Highway from the vicinity of CR 101, Sills Road to the vicinity of NY24 (CP 5599, PIN 076090)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide improvements to the above referenced roadway including drainage improvements, improvements to existing curb and sidewalk (for ADA compliance), asphalt resurfacing and other highway appurtenances. This project will improve safety, as well as the surface and structural condition of the road and will significantly extend the life of this roadway.

SUMMARY OF SPECIFIC PROVISIONS: There are no funds included in the 2016 Capital Budget and Program for this project. However, pursuant to the Suffolk County charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid.

JUSTIFICATION: This would enable Suffolk County to Let a construction project for improvements to CR 80, Montauk Highway.

FISCAL IMPLICATIONS: This is a Federally funded project with a share allocation of 80% ($12,000,000) Federal share, 20% ($3,000,000) County share. Bonds will be issued to finance this project and principal and interest costs will be incurred over the life of the Bonds.

COUNTY OF SUFFOLK

1556

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: April 27, 2016

RE: Amending the 2016 Capital Budget and Program and Appropriating Funds in Connection with the County Share for Participation in Pavement Resurfacing of CR 80, Montauk Highway from the vicinity of CR 101, Sills Road to the vicinity of NY24 (CP 5599, PIN 076090)

Attached is a draft resolution to appropriate the sum of $15,000,000 for construction in connection with the above referenced project. There are no funds included in the 2016 Capital Budget and Program for this project. However, pursuant to the Suffolk County charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid.

This is a Federally funded project with a share allocation of 80% ($12,000,000) Federal share, 20% ($3,000,000) County share. Mandated milestones must be met to insure that Federal funds are obtained.

This funding will provide for the repair and/or resurfacing of the above referenced roadway which will include drainage improvements, improvements to existing curb and sidewalk (for ADA compliance) and other highway appurtenances. This project will improve safety, as well as the surface and structural condition of the road and will significantly extend the life of this roadway.

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

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5599(CR80 Paving Fed Aid).doc".

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Executive Assistant for Finance & Administration

1557

Intro. Res. No. - 2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR PARTICIPATION IN PAVEMENT RESURFACING OF CR 48, MIDDLE ROAD FROM THE VICINITY OF COX NECK ROAD TO THE VICINITY OF HORTON LANE (CP 5599, PIN 076091)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with Pavement Resurfacing of CR 48, Middle Road from the vicinity of Cox Neck Road to the vicinity of Horton Lane; and

WHEREAS, there are Federal and/or State funds available from the Federal Highway Administration for this project, identified as PIN 076091, under the Federal Highway Administration (FHWA) funding, with a share allocation of eighty percent (80%) Federal funds and twenty percent (20%) County funds; and

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

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

WHEREAS, a portion of the professional engineering services associated with the planning, design and construction of this project have been and may continue to be performed by the staff of the Department of Public Works; and

WHEREAS, sufficient funds are not included in the 2016 Capital Budget and Program to cover the cost of said request under Capital Project 5599 and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $11,200,000 in Suffolk County Serial Bonds; 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 resolution constitutes a Type II action pursuant to Title 6 NYCRR Part 617.5(C),(1),(4),(20),(27), in that this legislative decision involves continuing agency administration and management for the maintenance, repair and repaving of existing highways not involving the addition of new travel lanes; as such, the County 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 seventy-four (74) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Pavement Resurfacing of CR 48, Middle Road from the vicinity of Cox Neck Road to the vicinity of Horton Lane, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the 2016 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5599
Project Title: CR 48, Middle Road from the vicinity of Cox Neck Road to the vicinity of Horton Lane

	Total Est'd Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
3. Construction	$11,200,000	$0	$ 2,240,000B
		$0	$ 8,960,000F
TOTAL	$11,700,000	$0	$11,200,000

; and be it further

5th **RESOLVED**, that the proceeds of $2,240,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5599.317 (Fund 001 Debt Service)	50	CR 48, Middle Road from the vicinity of Cox Neck Road to the vicinity of Horton Lane	$ 2,240,000

; and be it further

6th **RESOLVED,** that Federal Aid in the amount of $8,960,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-CAP-5599.317	50	CR 48, Middle Road from the vicinity of Cox Neck Road to the vicinity of Horton Lane	$ 8,960,000

; and be it further

7th **RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of $2,240,000; and be it further

8th **RESOLVED**, that the County Comptroller is hereby authorized and directed to accept Federal funding in the amount of $8,960,000; and be it further

9th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of $8,960,000; and be it further

10th **RESOLVED,** that the County Comptroller is hereby authorized and directed to place into a debt service reserve fund any federal or state aid received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of $2,240,000 for the County share; and be it further

11th **RESOLVED**, that the County Comptroller is hereby authorized to accept Federal and/or State Marchiselli aid in connection with this project; and be it further

12th **RESOLVED,** that this resolution will become effective upon receipt of the Federal Authorization; and be it further

13th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1557

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR PARTICIPATION IN PAVEMENT RESURFACING OF CR 48, MIDDLE ROAD FROM THE VICINITY OF COX NECK ROAD TO THE VICINITY OF HORTON LANE (CP 5599, PIN 076091)

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 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 are Federal funds available from the Federal Highway Administration (FHWA) for this project, with a share allocation of eighty (80%) percent Federal funds ($8,960,000) and twenty (20%) percent County funds ($2,240,000). Suffolk County must "first instance" fund the entire cost of the project. County Comptroller is authorized to issue bond anticipation notes for the federal and/or state share. If short term notes are issued, the county would incur minimal interest costs. DPW to track staff and related costs associated with this project for chargeback purposes.

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

N/A

8. Proposed Source of Funding

Federal Funds 80% and Suffolk County Serial Bonds 20%.

9. Timing of Impact

For Suffolk County Serial Bonds: It is anticipated that bonds will be issued Fall 2016 and debt service will commence Fall 2017. There is no impact in 2016. Earliest debt service fiscal impact will be in the 2017 Operating Budget. The appropriations within this resolution shall not be expended, encumbered or authorized, and that no bond or notes shall be issued, for this project until the County is in receipt of the Federal Authorization for this project.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		May 24, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1557

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$176,647**	**$0.33**	$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	**$176,647**	**$0.33**	$0.004

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

1557

Term of Bonds	15
Amount to Bond:	$2,240,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$127,880.32	$48,766.67	$176,646.98	$176,646.98
			$22,991.30	$22,991.30	
11/1/2018	2.000%	$130,664.38	$22,991.30	$153,655.68	$176,646.98
			$21,568.97	$21,568.97	
11/1/2019	2.000%	$133,509.05	$21,568.97	$155,078.02	$176,646.98
			$20,115.66	$20,115.66	
11/1/2020	2.000%	$136,415.65	$20,115.66	$156,531.32	$176,646.98
			$18,630.72	$18,630.72	
11/1/2021	2.125%	$139,385.54	$18,630.72	$158,016.26	$176,646.98
			$17,113.45	$17,113.45	
11/1/2022	2.125%	$142,420.07	$17,113.45	$159,533.53	$176,646.98
			$15,563.15	$15,563.15	
11/1/2023	2.125%	$145,520.68	$15,563.15	$161,083.83	$176,646.98
			$13,979.10	$13,979.10	
11/1/2024	2.125%	$148,688.79	$13,979.10	$162,667.88	$176,646.98
			$12,360.56	$12,360.56	
11/1/2025	2.250%	$151,925.86	$12,360.56	$164,286.42	$176,646.98
			$10,706.78	$10,706.78	
11/1/2026	2.375%	$155,233.42	$10,706.78	$165,940.20	$176,646.98
			$9,017.00	$9,017.00	
11/1/2027	2.500%	$158,612.98	$9,017.00	$167,629.98	$176,646.98
			$7,290.43	$7,290.43	
11/1/2028	2.500%	$162,066.11	$7,290.43	$169,356.55	$176,646.98
			$5,526.28	$5,526.28	
11/1/2029	2.500%	$165,594.43	$5,526.28	$171,120.71	$176,646.98
			$3,723.71	$3,723.71	
11/1/2030	2.625%	$169,199.56	$3,723.71	$172,923.27	$176,646.98
			$1,881.91	$1,881.91	
11/1/2031	2.625%	$172,883.17	$1,881.91	$174,765.08	$176,646.98
11/1/2032		$2,240,000.00	$409,704.75	$2,649,704.75	$2,649,704.75
11/1/2033					
11/1/2034					

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER 1557

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

** NEW YORK METROPOLITAN TRANSPORTATION COUNCIL **
ADMINISTRATIVE MODIFICATION: NS14-AM

AGENCY PIN WORKTYPE <AQ STATUS> / AQ CODE	PROJECT DESCRIPTION / COUNTY	TOTAL PROJECT COST	FUND SOURCES & OBLIGATION DATE	TOTAL 5-YEAR PROGRAM in millions of dollars	PHASE	PRE FFY 2014						POST FFY 2018
From												
SUFFOLK CO.	RESURFACING CR48,MIDDLE ROAD FROM THE		STP LG URBAN 08/2015	0.400	DETLDES			0.400				
	VICINITY OF COX NECK ROAD TO THE VICINITY OF		LOCAL 08/2015	0.100	DETLDES			0.100				
076091	HORTON LANE IN THE TOWN OF SOUTHOLD		NHPP 08/2016	0.240	CONINSP				0.240			
R&P	INCLUDING RESURFACING AND REPAIRS OF		LOCAL 08/2016	0.060	CONINSP				0.060			
<Exempt>	DRAINAGE, CURBS AND SIDEWALKS AS NECESSARY		NHPP 08/2016	2.160	CONST				2.160			
	IN SUFFOLK COUNTY.		LOCAL 08/2016	0.540	CONST				0.540			
			STP LG URBAN 08/2016	0.440	CONINSP				0.440			
			LOCAL 08/2016	0.110	CONINSP				0.110			
			STP LG URBAN 08/2016	3.960	CONST				3.960			
			LOCAL 08/2016	0.990	CONST				0.990			
AQC:A10P	SUFFOLK	TPC : $9.5-15.5 M	TOTAL 5YR COST :	9.000		0.000	0.000	0.500	8.500	0.000	0.000	0.000
To												
SUFFOLK CO.	RESURFACING [redacted] FROM THE		STP LG URBAN 08/2015	0.400	DETLDES			0.400				
	VICINITY OF COX NECK ROAD TO THE VICINITY OF		LOCAL 08/2015	0.100	DETLDES			0.100				
[redacted]	HORTON LANE IN THE TOWN OF SOUTHOLD		[redacted]	[redacted]	[redacted]				[redacted]			
R&P	INCLUDING RESURFACING AND REPAIRS OF		[redacted]	[redacted]	[redacted]				[redacted]			
<Exempt>	DRAINAGE, CURBS AND SIDEWALKS AS NECESSARY		[redacted]	[redacted]	[redacted]				[redacted]			
	IN SUFFOLK COUNTY.		[redacted]	[redacted]	[redacted]				[redacted]			
			[redacted]	[redacted]	[redacted]				[redacted]			
			[redacted]	[redacted]	[redacted]				[redacted]			
			[redacted]	[redacted]	[redacted]				[redacted]			
			[redacted]	[redacted]	[redacted]				[redacted]			
AQC:A10P	SUFFOLK	TPC : $9.5-15.5 M	TOTAL 5YR COST >	11.700		0.000	0.000	0.500	[redacted]	0.000	0.000	0.000

Ballot Comment: COST INCREASE AS HIGHER BID AMOUNT THAN ESTIMATED (OFFSET 075979 IN TIP ACTION NS14-31).

155

COUNTY OF SUFFOLK

1557

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: May 5, 2016

RE: Amending the 2016 Capital Budget and Program and Appropriating Funds in Connection with the County Share for Participation in Pavement Resurfacing of CR 48, Middle Road from the vicinity of Cox Neck Road to the vicinity of Horton Lane (CP 5599, PIN 076091)

Attached is a draft resolution to appropriate the sum of $11,200,000 for construction in connection with the above referenced project. There are no funds included in the 2016 Capital Budget and Program for this project. However, pursuant to the Suffolk County charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid.

This is a Federally funded project with a share allocation of 80% ($8,960,000) Federal share, 20% ($2,240,000) County share. Mandated milestones must be met to insure that Federal funds are obtained.

This funding will provide for the repair and/or resurfacing of the above referenced roadway which will include drainage improvements, improvements to existing curb and sidewalk (for ADA compliance) and other highway appurtenances. This project will improve safety, as well as the surface and structural condition of the road and will significantly extend the life of this roadway.

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

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5599(CR48 Paving Fed Aid).doc".

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Executive Assistant for Finance & Administration

1557

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Amending the 2016 Capital Budget and Program and Appropriating Funds in Connection with the County Share for Participation in Pavement Resurfacing of CR 48, Middle Road from the vicinity of Cox Neck Road to the vicinity of Horton Lane (CP 5599, PIN 076091)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide improvements to the above referenced roadway including drainage improvements, improvements to existing curb and sidewalk (for ADA compliance), asphalt resurfacing and other highway appurtenances. This project will improve safety, as well as the surface and structural condition of the road and will significantly extend the life of this roadway.

SUMMARY OF SPECIFIC PROVISIONS: There are no funds included in the 2016 Capital Budget and Program for this project. However, pursuant to the Suffolk County charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid.

JUSTIFICATION: This would enable Suffolk County to Let a construction project for improvements to CR 48, Middle Road.

FISCAL IMPLICATIONS: This is a Federally funded project with a share allocation of 80% ($8,960,000) Federal share, 20% ($2,240,000) County share. Bonds will be issued to finance this project and principal and interest costs will be incurred over the life of the Bonds.

1558

Intro. Res. No. - 2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR PARTICIPATION IN PAVEMENT RESURFACING OF CR 94, NUGENT DRIVE FROM THE VICINITY OF RIVER ROAD TO THE VICINITY OF CR 51, EAST MORICHES-RIVERHEAD ROAD (CP 5599, PIN 076092)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with Pavement Resurfacing of CR 94, Nugent Drive from the vicinity of River Road to the vicinity of CR 51, East Moriches-Riverhead Road; and

WHEREAS, there are Federal and/or State funds available from the Federal Highway Administration for this project, identified as PIN 076092, under the Federal Highway Administration (FHWA) funding, with a share allocation of eighty percent (80%) Federal funds and twenty percent (20%) County funds; and

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

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

WHEREAS, a portion of the professional engineering services associated with the planning, design and construction of this project have been and may continue to be performed by the staff of the Department of Public Works; and

WHEREAS, sufficient funds are not included in the 2016 Capital Budget and Program to cover the cost of said request under Capital Project 5599 and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $7,000,000 in Suffolk County Serial Bonds; 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 resolution constitutes a Type II action pursuant to Title 6 NYCRR Part 617.5(C),(1),(4),(20),(27), in that this legislative decision involves continuing agency administration and management for the maintenance, repair and repaving of existing highways not involving the addition of new travel lanes; as such, the County 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 seventy-four (74) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Pavement Resurfacing of CR 94, Nugent Drive from the vicinity of River Road to the vicinity of CR 51, East Moriches-Riverhead Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the 2016 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5599
Project Title: CR 94, Nugent Drive from the vicinity of River Road to the vicinity of CR 51, East Moriches-Riverhead Road

	Total Est'd Cost	Current 2016 Capital Budget & Program	Revised 2016 Capital Budget & Program
3. Construction	$7,000,000	$0	$1,400,000B
		$0	$5,600,000F
TOTAL	$7,350,000	$0	$7,000,000

; and be it further

5th **RESOLVED**, that the proceeds of $1,400,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5599.318 (Fund 001 Debt Service)	50	CR 94, Nugent Drive from the vicinity of River Road to the vicinity of CR 51, East Moriches-Riverhead Road	$1,400,000

; and be it further

6th **RESOLVED,** that Federal Aid in the amount of $5,600,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-CAP-5599.318	50	CR 94, Nugent Drive from the vicinity of River Road to the vicinity of CR 51, East Moriches-Riverhead Road	$5,600,000

; and be it further

7th **RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of $1,400,000; and be it further

8th **RESOLVED**, that the County Comptroller is hereby authorized and directed to accept Federal funding in the amount of $5,600,000; and be it further

9th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of $5,600,000; and be it further

10th **RESOLVED,** that the County Comptroller is hereby authorized and directed to place into a debt service reserve fund any federal or state aid received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of $1,400,000 for the County share; and be it further

11th **RESOLVED**, that the County Comptroller is hereby authorized to accept Federal and/or State Marchiselli aid in connection with this project; and be it further

12th **RESOLVED,** that this resolution will become effective upon receipt of the Federal Authorization; and be it further

13th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1558

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR PARTICIPATION IN PAVEMENT RESURFACING OF CR 94, NUGENT DRIVE FROM THE VICINITY OF RIVER ROAD TO THE VICINITY OF CR 51, EAST MORICHES-RIVERHEAD ROAD (CP 5599, PIN 076092)

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 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 are Federal funds available from the Federal Highway Administration (FHWA) for this project, with a share allocation of eighty (80%) percent Federal funds ($5,600,000) and twenty (20%) percent County funds ($1,400,000). Suffolk County must "first instance" fund the entire cost of the project. County Comptroller is authorized to issue bond anticipation notes for the federal and/or state share. If short term notes are issued, the county would incur minimal interest costs. DPW to track staff and related costs associated with this project for chargeback purposes.

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

N/A

8. Proposed Source of Funding

Federal Funds 80% and Suffolk County Serial Bonds 20%.

9. Timing of Impact

For Suffolk County Serial Bonds: It is anticipated that bonds will be issued Fall 2016 and debt service will commence Fall 2017. There is no impact in 2016. Earliest debt service fiscal impact will be in the 2017 Operating Budget. The appropriations within this resolution shall not be expended, encumbered or authorized, and that no bond or notes shall be issued, for this project until the County is in receipt of the Federal Authorization for this project.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		May 24, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1558

GENERAL FUND

	2017 PROPERTY TAX LEVY	2017 COST TO AVG TAXPAYER	2017 FV TAX RATE PER $1000
TOTAL	**$110,404**	**$0.21**	$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	**$110,404**	**$0.21**	$0.002

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

1558

Term of Bonds	15
Amount to Bond:	$1,400,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2016					
11/1/2017	2.000%	$79,925.20	$30,479.17	$110,404.36	$110,404.36
			$14,369.56	$14,369.56	
11/1/2018	2.000%	$81,665.24	$14,369.56	$96,034.80	$110,404.36
			$13,480.60	$13,480.60	
11/1/2019	2.000%	$83,443.16	$13,480.60	$96,923.76	$110,404.36
			$12,572.29	$12,572.29	
11/1/2020	2.000%	$85,259.78	$12,572.29	$97,832.07	$110,404.36
			$11,644.20	$11,644.20	
11/1/2021	2.125%	$87,115.96	$11,644.20	$98,760.16	$110,404.36
			$10,695.91	$10,695.91	
11/1/2022	2.125%	$89,012.55	$10,695.91	$99,708.46	$110,404.36
			$9,726.97	$9,726.97	
11/1/2023	2.125%	$90,950.42	$9,726.97	$100,677.39	$110,404.36
			$8,736.94	$8,736.94	
11/1/2024	2.125%	$92,930.49	$8,736.94	$101,667.43	$110,404.36
			$7,725.35	$7,725.35	
11/1/2025	2.250%	$94,953.66	$7,725.35	$102,679.01	$110,404.36
			$6,691.74	$6,691.74	
11/1/2026	2.375%	$97,020.89	$6,691.74	$103,712.62	$110,404.36
			$5,635.63	$5,635.63	
11/1/2027	2.500%	$99,133.11	$5,635.63	$104,768.74	$110,404.36
			$4,556.52	$4,556.52	
11/1/2028	2.500%	$101,291.32	$4,556.52	$105,847.84	$110,404.36
			$3,453.92	$3,453.92	
11/1/2029	2.500%	$103,496.52	$3,453.92	$106,950.44	$110,404.36
			$2,327.32	$2,327.32	
11/1/2030	2.625%	$105,749.72	$2,327.32	$108,077.04	$110,404.36
			$1,176.19	$1,176.19	
11/1/2031	2.625%	$108,051.98	$1,176.19	$109,228.17	$110,404.36
11/1/2032		$1,400,000.00	$256,065.47	$1,656,065.47	$1,656,065.47
11/1/2033					
11/1/2034					

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1558

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

** NEW YORK METROPOLITAN TRANSPORTATION COUNCIL **
ADMINISTRATIVE MODIFICATION: NS14-AM

AGENCY PIN WORKTYPE <AQ STATUS> / AQ CODE	PROJECT DESCRIPTION / COUNTY	TOTAL PROJECT COST	FUND SOURCES & OBLIGATION DATE	TOTAL 5-YEAR PROGRAM in millions of dollars	PHASE	PRE FFY 2014						POST FFY 2018
From												
SUFFOLK CO. 076092 R&P <Exempt>	RESURFACING OF CR94 FROM THE VICINITY OF RIVER ROAD TO THE VICINITY OF EAST MORICHES-RIVERHEAD ROAD IN THE TOWN OF BROOKHAVEN & SOUTHAMPTON. THIS PROJECT WILL RESURFACE ROADWAY WITH 2 INCHES OF OVERLAY & REPAIRS DRAINAGE,CURBS & SIDEWALKS AS NECESSARY.		STP LG URBAN 08/2015 LOCAL 08/2015 STP LG URBAN 08/2016 STP LG URBAN 08/2016 LOCAL 08/2016	0.280 0.070 0.440 3.960 1.100	DETLDES DETLDES CONINSP CONST CONST			0.280 0.070	0.440 3.960 1.100			
AQC:A10P	SUFFOLK	TPC : $6-$9.4 M	TOTAL 5YR COST :	5.850		0.000	0.000	0.350	5.500	0.000	0.000	0.000
To												
SUFFOLK CO. [redacted] R&P <Exempt>	RESURFACING OF [redacted] FROM THE VICINITY OF RIVER ROAD TO THE VICINITY OF EAST MORICHES-RIVERHEAD ROAD IN THE TOWN OF BROOKHAVEN & SOUTHAMPTON. THIS PROJECT WILL RESURFACE ROADWAY WITH 2 INCHES OF OVERLAY & REPAIRS DRAINAGE,CURBS & SIDEWALKS AS NECESSARY.		STP LG URBAN 08/2015 LOCAL 08/2015 [redacted]	0.280 0.070 [redacted]	DETLDES DETLDES [redacted]			0.280 0.070	[redacted]			
AQC:A10P	SUFFOLK	TPC : $6-$9.4 M	TOTAL 5YR COST >	7.350		0.000	0.000	0.350	[redacted]	0.000	0.000	0.000

Ballot Comment: COST INCREASE AS HIGHER BID AMOUNT THAN ESTIMATED (OFFSET 076086 DEOBL)

52

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1558

TITLE OF BILL: Amending the 2016 Capital Budget and Program and Appropriating Funds in Connection with the County Share for Participation in Pavement Resurfacing of CR 94, Nugent Drive from the vicinity of River Road to the vicinity of CR 51, East Moriches-Riverhead Road (CP 5599, PIN 076092)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide improvements to the above referenced roadway including drainage improvements, improvements to existing curb and sidewalk (for ADA compliance), asphalt resurfacing and other highway appurtenances. This project will improve safety, as well as the surface and structural condition of the road and will significantly extend the life of this roadway.

SUMMARY OF SPECIFIC PROVISIONS: There are no funds included in the 2016 Capital Budget and Program for this project. However, pursuant to the Suffolk County charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid.

JUSTIFICATION: This would enable Suffolk County to Let a construction project for improvements to CR 94, Nugent Drive.

FISCAL IMPLICATIONS: This is a Federally funded project with a share allocation of 80% ($5,600,000) Federal share, 20% ($1,400,000) County share. Bonds will be issued to finance this project and principal and interest costs will be incurred over the life of the Bonds.

COUNTY OF SUFFOLK

1558

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: May 6, 2016

RE: Amending the 2016 Capital Budget and Program and Appropriating Funds in Connection with the County Share for Participation in Pavement Resurfacing of CR 94, Nugent Drive from the vicinity of River Road to the vicinity of CR 51, East Moriches-Riverhead Road (CP 5599, PIN 076092)

Attached is a draft resolution to appropriate the sum of $7,000,000 for construction in connection with the above referenced project. There are no funds included in the 2016 Capital Budget and Program for this project. However, pursuant to the Suffolk County charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid.

This is a Federally funded project with a share allocation of 80% ($5,600,000) Federal share, 20% ($1,400,000) County share. Mandated milestones must be met to insure that Federal funds are obtained.

This funding will provide for the repair and/or resurfacing of the above referenced roadway which will include drainage improvements, improvements to existing curb and sidewalk (for ADA compliance) and other highway appurtenances. This project will improve safety, as well as the surface and structural condition of the road and will significantly extend the life of this roadway.

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

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5599(CR94 Paving Fed Aid).doc".

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Executive Assistant for Finance & Administration

Intro. Reso. No. 1559-16 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, ACCEPTING AND APPROPRIATING STATE GRANT FUNDING IN THE AMOUNT OF $50,000 FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR A PRECINCT DIGITAL SIGNAGE PROGRAM WITH 100% SUPPORT

WHEREAS, the New York State Division of Criminal Justice Services has awarded $50,000 to the Suffolk County Police Department to install video monitors in each of the seven precincts to display information on current crime alerts, wanted persons and social assistance programs for persons in need in order to enhance intelligence led and community oriented policing efforts; and

WHEREAS, the operational period of the project is from April 1, 2016 through March 31, 2017; and,

WHEREAS, said grant funds totaling $50,000 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 totaling $50,000 as follows:

Precinct Digital Signage - $50,000

REVENUE:

Fund	Department	Unit	Revenue Code	Amount
115	POL	3604	3387	50,000

ORGANIZATIONS:

Police Department (POL)
Precinct Digital Signage
115-POL-3604 - $50,000

2000 EQUIPMENT: $50,000

Fund	Dept	Budget Type	Unit	Object	Activity	Description	Amount
115	POL	DEG	3604	2500	0000	Other Equipment Not Otherwise	50,000

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 of Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non applicability or non-significance in accordance with this resolution; and be it further

3rd **RESOLVED**, that the County Executive be and hereby is authorized to execute related agreements between Suffolk County and the New York State Division of Criminal Justice Services.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County
Date:

COUNTY OF SUFFOLK
NEW YORK

1559

POLICE DEPARTMENT

TIMOTHY D. SINI
POLICE COMMISSIONER

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

FROM: **Robert G. Cassagne, Chief of Support Services**
Suffolk County Police Department

DATE: **May 5, 2016**

SUBJECT: **Resolution Packets & SCIN Forms for the Precinct Digital Signage Grant Program**

Attached please find the following for the New York State Division of Criminal Justice Services sponsored **Precinct Digital Signage Grant Program:**

- Draft Grant Resolution
- Memorandum of Support
- Grant SCIN Forms
- Request for Introduction of Legislation
- Financial Impact Statement
- Copy of grant award letter and approved budget

Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW. Grant contract signature will be done on-line in the DCJS Grants Management System (GMS) upon passage and signature of the resolution.

This project will provide for the purchase and installation of large video monitors in each SCPD Precinct to display current crime trends, wanted persons information and public service assistance information.

If you have any questions concerning this resolution package please do not hesitate to contact Susan Krause, Grants Analyst, at (631) 852-6601 or Sarah Furey, Senior Grants Analyst, at (631) 852-6042.

RGC/sf

1559

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating state grant funding in the amount of $50,000 from the New York State Division of Criminal Justice Services for a Precinct Digital Signage program with 100% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $50,000 in grant funding to purchase and install video monitors in each of the seven SCPD precincts to display information on current crime alerts, wanted persons and social assistance programs for persons in need and other pertinent information.

SUMMARY OF SPECIFIC PROVISIONS: Each of the seven precincts will have two monitors, one in the public lobby and one in the arrest processing squad room. Because the precincts all operate 24 hours per day, 365 days each year, and arrestees and visitors to the lobbies can be present at any time, the monitors will operate continuously. Part of the processing of prisoners is a debriefing that covers crime trends that are emerging in the areas policed by the Suffolk County Police Department. Oftentimes persons that are in custody will have some knowledge of crimes which others are responsible for. The digital signage can assist in generating discussion which is anticipated to yield better debriefings, increased apprehensions and eventual reduction in crime. The outreach content of the signage is designed as a public service for assistance to persons with drug addictions and/or mental illness. A large number of arrestees suffer from one or both problems. SCPD Information Technology personnel will be used to maintain the system and the Public Information Office personnel will provide the crime alert and public service content displayed.

JUSTIFICATION: The proposed project will utilize digital signage in the Suffolk County Police Department's seven precincts to enhance intelligence led and community policing.

FISCAL IMPLICATIONS: Operating Budget or Asset Forfeiture funds will likely be required to provide ongoing equipment support in the event that other funding cannot be leveraged.

1559

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 state grant funding in the amount of $50,000 from the New York State Division of Criminal Justice Services for a Precinct Digital Signage program with 100% support.

3. Purpose of Proposed Legislation

To accept $50,000 from the New York State Division of Criminal Justice Services to purchase and install video monitors in the seven SCPD precincts to display information on current crime alerts, wanted persons and social assistance programs for persons in need and other pertinent information.

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 and installation of this equipment designed to enhance intelligence led and community policing.

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 April 1, 2016 and March 31, 2017.

8. Proposed Source of Funding

NYS Division of Criminal Justice Services

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Sarah Furey Sr. Grants Analyst	S. Furey	5/3/16

P.S. 5-24-16

1559

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

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 CO REAL PROPERTY, 2015.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT O 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

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 5/3/16
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank	1559
Contact Person In Department/Agency Sarah Furey Sr. Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title **Precinct Digital Signage**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) FY2015-2016 NYS Budget, Administered by NYS Division of Criminal Justice 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 video monitors in each of the seven SCPD Precincts to display information on current crime alerts, wanted persons, social programs to assist persons in need and other pertinent information.

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

II. BUDGET INFORMATION

1. Term of Contract From 4/1/16 To: 3/31/17

2. Financial Assistance Requested

SOURCE	*FIRST FUNDING CYCLE* *Combined agency funds*		*SECOND FUNDING CYCLE*		*THIRD FUNDING CYCLE*	
	Amount	**Percent**	**Amount**	**Percent**	**Amount**	**Percent**
Federal	$	%	$	%	$	%
State	$50,000	100%	$	%	$	%
Private	$	%	$	%	$	%
County	$	%	$	%	$	%
Total	$50,000	100%	$	100%	$	100%

3. Explanation of Requested County Financial Assistance

Category	*Total Requested*	*Personnel Costs Requested*	*Non-Personnel Costs Requested*
TOTAL COUNTY SHARE:	$0	$	$0
A. Cash Contribution	$0	$	$0
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, continuation 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 2090 Radio and Communication 2500 Other Equip Not Otherwise	**50,000** 50,000			
3000 SUPPLIES MATERIALS & OTHERS: 3040 Outside Printing 3160 Computer Software 3370 Medical, Dental & Laboratory Supplies 3390 Policeman Supplies 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 CONTRACTUAL EXPENSES: 4010 Telephone & Telegraph 4015 Cellular Communications 4210 Computer Services				1550
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				
4700 MISCELLANEOUS 4770 Special Services				
4900 CONTRACTED SERVICES (LIST) 4980-Contracted Agencies 001-3762-4980-XXXX-To Be Determined				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Benefit Fund				1551
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				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)

159

1559

NEW YORK STATE | Division of Criminal Justice Services

MEMORANDUM

TO: Award Recipients

FROM: Michael C. Green
Executive Deputy Commissioner, NYS Division of Criminal Justice Services

DATE: October 13, 2015

SUBJECT: Legislative Grant Award

I am pleased to advise you that the enacted 2015-16 New York State Budget includes an appropriation of funds to support the program noted on the attached Grant Information Sheet.

Applications must be completed and submitted via the NYS Division of Criminal Justice Services (DCJS) Grant Management System (GMS) within 30 days of receiving this award notice. Please contact DCJS Criminal Justice Program Representative Katie Nastars at (518) 457-6030 or via email at Katie.nastars@dcjs.ny.gov to initiate this process.

Please note that all not-for-profit grantees are required to prequalify in the Grants Gateway in advance of receiving grant funding. Additional information on prequalification and the Grants Gateway can be found on the Grants Reform website at (http://grantsreform.ny.gov/). Grantees should complete this requirement as soon as possible to avoid any delay in the approval of your grant contract.

Congratulations on your grant award. DCJS looks forward to working with your organization to administer this grant.

Attachment

1559

GRANT AWARD INFORMATION

October 13, 2015

Project ID: LG15-1382-D00

DCJS Number: LG15101640

Award Recipient: Suffolk County Police Department

Mailing Address: Suffolk County Police Department
30 Yaphank Avenue
Yaphank, NY 11980

Contact Person: Lt. John Sumwalt

Award Amount: $50,000

DCJS Contact: Katie Nastars, Criminal Justice Program Representative
Division of Criminal Justice Services
Office of Program Development and Funding
80 S. Swan Street
Albany, NY 12210
(518) 457-6030
(518) 457-1186 Fax

Application Return Date: Within 30 Days of Receipt of this Award Notice

Technical Assistance to Complete
Applications Available Upon Request
GMS Help Desk
At (518) 457-9787

Chapter No. 53 of 2015 **Page No. 66-67** **Line No. 38-2** 1559

SFY 2015-2016
NEW YORK STATE SENATE
INITIATIVE FORM

Project Title: Suffolk County Police Department
(Incorporated Name of Organization)

Federal Employer Identification Number (EIN): 11-6000464

New York State Charities Registration Number:

Location of Project: Police Precincts throughout the Suffolk County Police District

County/Counties Served: Suffolk

Description of Project: Large monitors will be installed in each precinct lobby and uniform squad room. These monitors will be used to display information on current crime alerts, social programs to assist persons in need, wanted persons, and other pertinent information. The content on these monitors will be controlled through network access to allow for frequent updating and real time additions based on needed information. These monitors will provide both a public service and assist in the collection of intelligence used in combatting crime.

Funding Level: $50,000

Requested Agency to Administer Program: DCJS

Program Contact Information:

Name: John Sumwalt
Title: Lieutenant, Chief of Department's Office
Address: 30 Yaphank Avenue
City: Yaphank **State:** New York **Zip:** 11980

Phone: 631-852-6218 **Ext.**

Fax: 631-852-6526

e-mail: john.sumwalt@suffolkcountyny.gov

Senator's Name: Thomas D. Croci

Date: August 25, 2015

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: T101640 1559 (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: Legislative Initiatives DCJS NUMBERS: LG15101640 CFDA NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 116000464 MUNICIPALITY NO: (if applicable) 470100000000	INITIAL CONTRACT PERIOD: FROM 04/01/2016 TO 03/31/2017 FUNDING AMOUNT FROM 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): 0 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) Appendix M

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:

ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

Award Contract **Legislative Initiatives**

Project No.	**Grantee Name**	
LG15-1382-D00	Suffolk County	05/03/2016

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 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 **Legislative Initiatives**

Project No.	**Grantee Name**	
LG15-1382-D00	Suffolk County	05/03/2016

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or

distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.
(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer

identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, 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 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

Award Contract | **Legislative Initiatives**

Project No.	**Grantee Name**	
LG15-1382-D00	Suffolk County	05/03/2016

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.

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 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.

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 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.

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.

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.

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.

VER 05/13/2013
Certified by - on

Award Contract **Legislative Initiatives**

Project No.	**Grantee Name**	
LG15-1382-D00	Suffolk County	05/03/2016

APPENDIX B - Budget Summary by Participant

Suffolk County - Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Digital Signage System Equipment and Installation	1	$50,000.00	$50,000.00	$50,000.00	$0.00
Justification: The selected vendor will supply and install with mounting hardware and cabling (14) 50-55 inch monitors (one in the lobby and one in the arrest processing squad room)for each of seven precincts, signage software and licensing and system training. At the application stage we have received several quotes with differing component pricing which would make itemizing the budget lines difficult at this point, and would necessitate budget modifications later.						
	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 **Legislative Initiatives**

Project No. **Grantee Name**

LG15-1382-D00 Suffolk County 05/03/2016

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

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 expressly authorized payment by paper check as set forth above.

VER05/13/2013

Certified by - on

Award Contract **Legislative Initiatives**

Project No.	**Grantee Name**	
LG15-1382-D00	Suffolk County	05/03/2016

APPENDIX D - Work Plan

Goal

To enhance intelligence-led policing efforts to reduce crime in Suffolk by utilizing digital messaging in the precincts to assist in debriefing of prisoners and to provide outreach to persons in need.

Objective #1

Purchase and install monitors to use digital messaging in arrest processing areas and precinct lobbies in the seven Suffolk County Police Department precincts.

Task #1 for Objective #1

The grantee will purchase equipment identified in the budget to enhance the department's ability to implement intelligence led policing by developing information from prisoners responding to digital messaging, and to aid persons in need with information provided on digital messaging.

#	Performance Measure
1	The grantee will follow the procurement processes as oulined in the Special Conditions and Appendix A1 for the purchase of equipment and/or software with grant funds.
2	Provide dates that equipment was ordered.
3	Indicate the date(s) of installation and locations(s) of installed equipment.
4	Indicate the date of a completed DCJS equipment inventory report (EIR) form via GMS submitted to DCJS.
5	During each quarter the equipment was operational, provide a brief narrative describing the usage and maintenance of equipment acquired through the grant.

Objective #2

SCPD Public Information Office Crime Stoppers unit and SCPD Information Technology Bureau personnel will provide and update digital messaging content.

Task #1 for Objective #2

Provide narrative description of the process to determine content for digital messaging and frequency of message rotation.

#	Performance Measure
1	Narrative description of process to determine content for digital messaging and frequency of message rotation will be included in the appropriate quarterly progress report.

Objective #3

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

Task #1 for Objective #3

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

#	Performance Measure
1	Identify if you are on target to meet the established Minority and Women Business Enterprise goals by the end of the contract period. **NOTE: This performance measure requires a yes or no response, at a minimum.**

Award Contract — **Legislative Initiatives**

Project No.	Grantee Name	
LG15-1382-D00	Suffolk County	05/03/2016

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

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 of OPDF explaining the delay. 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.

The State will not be liable for payments pursuant to any contract, grant or agreement made pursuant to an appropriation in any account of this fund if insufficient monies are available for transfer to such account of this fund after required transfers pursuant to section 99-d(3) of the State Finance Law.

Grantee will provide written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

Although paragraph 21 of Appendix A1 requires four (4) quarterly progress reports, for purposes of this grant award, grantees should submit progress reports as follows: Four (4) progress reports for contracts of $100,000 or more Two (2) progress reports for contracts between $1 and $99,999 Notwithstanding paragraph 21 of Appendix A1 of this Agreement, the Grantee is only required to submit one program progress report to DCJS/OPDF under the Agreement when the Grantee is a municipality and the purchase of equipment is the only task. The progress report, which will be considered a final, must describe the purchase process, delivery, installation and use of the equipment for which funding is provided pursuant to this grant award Agreement. The Report must be accompanied by a signed certification from the head of the Grantee Agency that the future use of the equipment will be consistent with the intended purpose of the State grant award. The Final (Equipment Only) Report should also be accompanied by a DCJS Equipment Inventory Report, a State Aid Voucher for the balance of grant funding due for the purchase of the equipment, and a final Fiscal Cost Report (FCR) with supporting documentation reporting total related expenditures of the grant funded project, according to terms of this Agreement.

Notwithstanding paragraph 20 of Appendix A1, appropriations in the Community Projects Fund lapse on September 15 following the end of the fiscal year, and are available for the payment of liabilities incurred until that date. To insure payment, vouchers must be received by DCJS/OPDF by August 15th of the year following the fiscal year in which funds were appropriated.

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.

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.

Strategy Special Conditions:

Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation GIVE; Youth Violence Reduction; DNA Evidence Collection; Road to Recovery or Re-Entry, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.

Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York Regional Intelligence Center (UNYRIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

Participating grantees agree to submit information through NYSPIN on guns seized, recovered, or found. 'GGUN' submissions for crime guns will be automatically forwarded to the NYSP Crime Gun ClearingHouse and ATF.

All criminal justice information management software which grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State Criminal Justice Data Standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at 800-262-3257.

Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable.

Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.
UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Participating police departments receiving GIVE funds will submit monthly progress reports within 30 days following the end of each month. Said monthly reports will include the number of shooting incidents involving injury, the number of shooting victims, the number of individuals killed by gun violence, the number of firearms recovered, and the number of firearms submitted to the lab for entry into NIBIN.

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.

Award Contract **Legislative Initiatives**

Project No.	Grantee Name	
LG15-1382-D00	Suffolk County	05/03/2016

Appendix M - MWBE Contract Requirements (Local Assistance)

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

A. 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.

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 DCJS, to fully comply and 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). 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.

II. Contract Goals

A. For purposes of this contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified as part of the contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com. Additionally, Contractor is encouraged to contact the Division of Minority and Women 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 subcontractos 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 DCJS for liquidated or other appropriate damages, as set forth herein.

III. 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 Economics 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:

1. 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.

2. The Contractor agrees to the EEO Policy Statement as provided in Appendix M, or if the Contractor or Subcontractor has its own EEO policy statement it should 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 2 and Paragraph E of this Section III, 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 Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of $250,000. The Contractor shall submit the 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

1. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a Contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS 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 DCJS 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.

2. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

3. 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 sub-contractor'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.

IV. 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, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

A. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

B. If DCJS, 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, DCJS 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.

VI. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages ¿ MWBE Participation

A. Where DCJS 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 DCJS 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 DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are assessed by the DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women 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 DCJS.

M/WBE AND EEO POLICY STATEMENT

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice 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 tis 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 state.

(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.

Certified by - on

Intro. Res. No. 1560-2016 Laid on Table 6/1/2016
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. 7 – MEDFORD WOODSIDE FACILITY (CP 8194)

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. 7 – Medford (Woodside Facility); and

WHEREAS, the Suffolk County Sewer Agency is recommending an increase and improvement to Suffolk County Sewer District No. 7 – Medford (Woodside Facility), namely, wastewater treatment facility to facilitate additional flow; 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. 7 – Medford (Woodside Facility) 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 Hauppauge, New York, in said County, on the 26th day of July 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 Hauppauge, New York in said County, on 26th day of July 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. 7 – Medford (Woodside Facility); 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. 7 – Medford (Woodside Facility).

Notice of Cost

The cost of the increase and improvement to the facilities of Sewer District No. 7 – Medford (Woodside Facility) is estimated at $1,750,000 as set forth in the Map and Plan.

There will be no fiscal impact to the benefited properties within Suffolk County Sewer District No. 7 – Medford, 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. 7, the annual ASRF increase will result in an increase of approximately $17.00 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.

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 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:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1560

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. 7 – Medford (Woodside Facility) (CP 8194).

3. **Purpose of Proposed Legislation**

To call a public hearing for improvements to SCSD No. 7 – Medford (Woodside Facility) (CP 8194).

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 $1,750,000 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 $17/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-bw5-13-16 Backup DPW 175B sd7-Medford (Woodside Facility) Improvement Hearing (CP 8194)	Ben Wright 5/25/16	5-12-16

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1560

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

1560

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. 7 – Medford (Woodside Facility) (CP 8194)

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 wastewater treatment facility system for Sewer District No. 7 (Woodside Facility).

SUMMARY OF SPECIFIC PROVISIONS – The wastewater treatment facility system will be rehabilitated with a focus on the effluent filtration system.

JUSTIFICATION – The effluent filtration system requires rehabilitation and replacement. The project will allow the plant to have the permitted capacity and future additional flows.

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.

COUNTY OF SUFFOLK

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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. 7 – MEDFORD (WOODSIDE FACILITY) (CP 8194)**

DATE: May 13, 2016

Attached is a draft resolution, SCIN Form 175a and 175b, and backup for the referenced capital project filed as Reso DPW CP 8194 – SD 7 – Medford (Woodside Facility) Improvements Hearing 5-13-16 and backup filed as Backup DPW CP 8194 – SD 7 – Medford (Woodside Facility) Improvements Hearing 5-13-16. The resolution calls for a public hearing to provide funds for the improvements of the wastewater treatment facility in order to facilitate additional flow. Funds requested in accordance with the 2016 Capital Budget of $1,750,000 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
ga-bw5-13-16 Backup DPW sd7 Medford (Woodside Facility) Improvement Hearing CP 8194 memo to JSchneider.doc

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Intro. Res. No. -2016 Laid on Table 6/1/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2016, A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AND ISSUING AN ORDER IN RELATION TO THE INCREASE AND IMPROVEMENT OF FACILITIES FOR SEWER DISTRICT NO. 14 – PARKLAND (CP 8151)

WHEREAS, pursuant to New York County Law Section 268, the Suffolk County Sewer Agency has prepared and submitted to the Legislature of the County of Suffolk, New York maps, plans, recommendations and cost estimates pertaining to an increase and improvement to facilities at Suffolk County Sewer District No. 14 – Parkland; and

WHEREAS, such maps, plans, recommendations and cost estimates addressed increases and improvements related to, among other things, improvements to the sewer system for Suffolk County Sewer District No. 14 – Parkland; and

WHEREAS, these maps, plans, recommendations and cost estimates accompanied Suffolk County Resolution No. 304-2016 and are attached to this Resolution and Order as Exhibit A; and

WHEREAS, the total estimated cost for the increases and improvements to Suffolk County Sewer District No. 14 – Parkland is $250,000; and

WHEREAS, this cost will be financed utilizing sewer district serial bonds but there will be no fiscal impact caused to the benefited properties in said District as a direct result of the cost of the increases and improvements inasmuch as, pursuant to the ASRF, all property owners in Suffolk County sewer districts experience a 3% annual increase regardless of any increases or improvements performed; and

WHEREAS, in the case of the property owners in Suffolk County Sewer District No. 14 – Parkland, the annual 3% ASRF increase will result in an increase of approximately $11.00 to the typical property within the District, regardless of the increase or improvement to facilities; and

WHEREAS, pursuant to Suffolk County Resolution No. 304-2016 and New York County Law Section 254, the Clerk of the Legislature did duly cause a Notice of Public Hearing regarding such increases and improvements to Suffolk County Sewer District No. 14 – Parkland to be published at least once in each of the official newspapers of the County and proof thereof has been presented to the County Legislature; and

WHEREAS, pursuant to such Notice of Public Hearing, a public hearing was held by the Legislature of the County of Suffolk in Riverhead, New York in said County on May 10, 2016 at 2:30 p.m., Prevailing Time; and

WHEREAS, said County Legislature has duly considered the map, plan, recommendations, and estimate of cost for the increases and improvements to Suffolk County Sewer District No. 14 – Parkland, as well as evidence given at the public hearing held on May 10, 2016; now therefore be it

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

Section 1. Upon evidence presented at the aforesaid public hearing and after due consideration of the maps, plans, reports, recommendations, and estimate of costs filed with the Legislature of the County of Suffolk and attached to this Resolution and Order as Exhibit A, it is hereby found and determined that the total cost for the increases and improvements to Suffolk County Sewer District No. 14 – Parkland shall be set at a maximum of $250,000, which shall be financed using sewer district serial bonds.

Section 2. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid maps, plans, reports, recommendations and estimate of costs it is hereby found and determined that the increases and improvements to Suffolk County Sewer District No. 14 – Parkland, as set forth in such maps, plans, reports, recommendations and estimate of costs, are necessary, convenient, and desirable.

Section 3. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid maps, plans, reports, recommendations and estimate of costs, it is hereby further found and determined that the proposed work involving the increases and improvements to Suffolk County Sewer District No. 14 – Parkland is adequate and appropriate and the cost thereof will not constitute an undue burden on the properties in said District and that no properties in said District will be excluded from the benefit of the increases and improvements.

Section 4. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid maps, plans, reports, recommendations, and cost estimates, it is further found and determined that it is in the public interest to expend a maximum amount of $250,000 on the increases and improvements to Suffolk County Sewer District No. 14 – Parkland as set forth in such maps, plans, reports, recommendations and estimate of costs.

2nd **RESOLVED**, IT IS HEREBY ORDERED, by the Legislature of the County of Suffolk as follows:

Section 1. The increase and improvements to Suffolk County Sewer District No. 14 – Parkland, as more particularly described in the maps, plans, reports, recommendations, and estimate of costs attached as Exhibit A, are hereby approved.

Section 2. Upon the effective date of this Resolution and Order, the Suffolk County Department of Public Works and the Administrative Head of Suffolk County Sewer District No. 14 – Parkland are hereby authorized and directed to carry out the increases and improvements to said District as more particularly described in the maps, plans, reports, recommendations and estimate of costs attached as Exhibit A.

Section 3. The Clerk of this Legislature is hereby authorized and directed to cause a certified copy of this Resolution and Order to be recorded in the Office of the Clerk of the County of Suffolk, New York, within ten days of the effective date of this Resolution and Order in accordance with the provisions of New York County Law Section 259.

3rd **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act ("SEQRA") Lead Agency, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Title 6 NYCRR Part 617.5 (c)(20) and (27) as the proposal involves the

adoption of regulations, policies, procedures, and local legislative decisions in connection with routine or continuing agency administration and management.

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1561

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

A resolution making certain findings and determinations and issuing an order in relation to the increase and improvement of facilities for Sewer District No. 14 – Parkland (CP 8151).

3. Purpose of Proposed Legislation

To make certain findings and determinations for the improvements to the sewer system SCSD No. 14 – Parkland.

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): Sewer District**

Library District **Fire District**

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

$250,000 will be financed using sewer district serial bonds.

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

8. Proposed Source of Funding Serial Bonds and ASRF.

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Ben Wright, P.E. Principal Civil Engineer Sanitation	Ben Wright 5/25/16	5-12-16

SCIN FORM 175B (10/95)

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FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1561

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

1561

TITLE OF BILL – Making Certain Findings and Determinations and Issuing an Order in Relation to the Increase and Improvement of Facilities for Sewer District No. 14 – Parkland (CP 8151).

PURPOSE OR GENERAL IDEA OF BILL – Making certain findings and determinations in relation to a public hearing as a prerequisite to requesting appropriations.

SUMMARY OF SPECIFIC PROVISIONS – Provides the findings of the public hearing on an improvement project and costs for SCSD #14 – Parkland. Meets the requirements of NYS County Law, Article 5-A.

JUSTIFICATION – The findings of the public hearing will allow appropriations to be made in accordance with the adopted budget.

FISCAL IMPLICATIONS – Sewer district costs are financed by the use of sewer district serial bonds, supported by the ASRF.

H:\SANITATION\resolutions\2016 Resolutions\ga-bw5-11-16 Backup-DPW sd14 Parkland Findings CP 8151 memo of support.docx

COUNTY OF SUFFOLK

1561

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: **A Resolution Making Certain Findings and Determinations and Issuing an Order in Relation to the Increase and Improvement of Facilities for Sewer District No. 14 – Parkland (CP 8151)**

DATE: May 11, 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 5-11-16 and backup filed as Backup-DPW CP 8151 - SD 14 – Parkland Improvements 5-11-16 for the findings resolution of the increase and improvement of Sewer District No. 14 – Parkland. The improvement project includes improvements to the sewer system. The total cost associated with the project is $250,000 which uses sewer district serial bonds.

We appreciate the resolution being laid on the table now that the public hearing has been held on May 10th such that the 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-bw5-11-16 Backup-DPW sd14 Parkland Findings CP 8151 memo to JSchneider.doc

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Exhibit 'A'

COUNTY OF SUFFOLK

1561

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

February 26, 2016

DuWayne Gregory, Presiding Officer
Suffolk County Legislature
725 Veterans Memorial Hwy
Smithtown, NY 11787

RE: **Proposed Increase and Improvement to the Facilities of Suffolk County Sewer District No. 14 – Parkland (CP 8151)**

Presiding Officer Gregory:

In connection with the above captioned matter, I herewith submit to you a report together with the recommendations relative thereto. Pursuant to Article 5-A of New York State County Law, we have requested a resolution calling for a public hearing. The total cost of this project is $250,000. The Assessment Stabilization Reserve Fund is the means of financing this project. It is noted that the project will not have a fiscal impact on the benefited parcels due to stabilization of rates by the ASRF regardless of the improvement.

If you wish any further information or details, please contact Ben Wright, P.E., Principal Civil Engineer, Division of Sanitation, at 631-852-4184.

Sincerely,

Gilbert Anderson, P.E.
Commissioner
Administrative Head of
Suffolk County Sewer District No. 14

GA:BW:ni
Attachment
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive for Intergovernmental Relations
Jon Schneider, Deputy County Executive
Peter Scully, Deputy County Executive
Joanne Minieri, Commissioner of Economic Development
Debra Kolyer, Principal Financial Analyst
Robert Braun, Esq., Deputy Bureau Chief
Patricia Rouse, Esq., Assistant County Attorney
Suffolk County Legislators
Phil Berdolt, Deputy Commissioner
John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
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1561

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

1561

Table of Contents

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Formation of Sewer District	1
Design Criteria	1
District Population	1
Map of District	2
Recommended Improvements and Rehabilitation	2
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 <u>in the district</u> 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 *<u>in district</u>*: 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

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1561

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.

SEWER DISTRICT RATES - 2016 ADOPTED

1561

FUND NO.	SEWER DISTRICT NO.	NAME	Note	EQUAL RATE	RATE TYPE	P/F	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

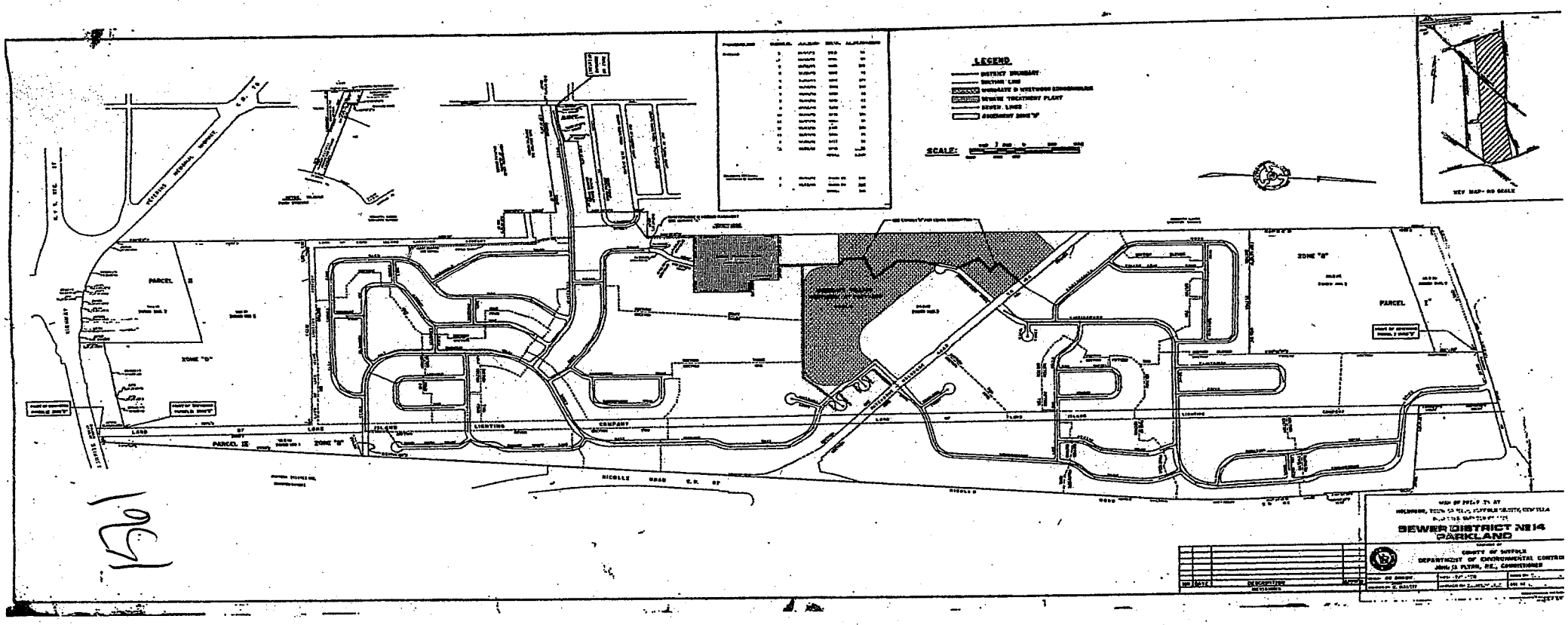
Time

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																																								

1561

1561

ATTACHMENT 1


LEGEND
SCALE:
PARCEL II
ZONE "D"
PARCEL I
ZONE "B"
LIGHTING COMPANY
LAND OF LONG ISLAND
NICOLLS ROAD
SEWER DISTRICT No 14
PARKLAND
COUNTY OF SUFFOLK
DEPARTMENT OF ENVIRONMENTAL CONTROL
JOHN A. FLYNN, P.E., COMMISSIONER
DESCRIPTION
REVISIONS

1961

1562

Intro. Res. No. – 2016 Laid on Table 6/1/16

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) – OPEN SPACE COMPONENT - FOR THE GALASSO PROPERTY – PINE BARRENS CORE / WARBLER WOODS ADDITION (TOWN OF BROOKHAVEN - SCTM# 0200-528.00-06.00-018.000)

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

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

WHEREAS, Resolution No. 264-2002, authorized planning steps and Procedural Motion No. 27-2015 authorizing the acquisition of said property; and

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

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

WHEREAS, contracts to acquire said property were prepared by the office of the County Attorney, executed by the owner of the subject property and the Director of Real Estate and/or her designee and approved as to legality by the Office of the County Attorney; and

WHEREAS, on April 16, 2002, Suffolk County, as SEQRA Lead Agency, in Resolution 264-2002, issued a SEQRA negative declaration in connection with the proposed future acquisitions of properties for the preservation of open space for passive park purposes as set forth in Resolution No. 315-1990 – Large Lots acquisitions pursuant to the "Old" Drinking Water Protection Program and Resolution No. 717-1990 – Small Lots acquisitions pursuant to the "Old" Drinking Water Protection Program; and

WHEREAS, the following property(s), as described in the 1st Resolved, is listed in Resolution No. 264-2002; now, therefore, be it;

1st **RESOLVED**, that the County of Suffolk hereby approves the acquisition of the subject property set forth below under the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Open Space component, for a total purchase price

of Ten Thousand Two Hundred Sixteen Dollars ($10,216.00±), at Six Thousand Five Hundred Dollars ($6,500.00) per acre, for 0.264± acres, subject to a final survey, and Eighty Five Thousand Five Hundred Dollars ($85,500.00) per Pine Barrens Credit, for 0.10 credits; and hereby authorizes additional expenses, which shall include, but not be limited to, the cost of surveys, appraisals, environmental audits, title reports and insurance, and tax adjustments:

PARCEL:	SUFFOLK COUNTY TAX MAP NUMBER:		ACRES:	REPUTED OWNER AND ADDRESS:
No. 1	District	0200	0.264±	James P. Galasso and
	Section	528.00		Frances Galasso, his wife
	Block	06.00		
	Lot	018.000		

; and be it further

2nd **RESOLVED**, that the Director of Real Estate and/or her designee, is hereby authorized, empowered, and directed, pursuant to Section C42-3(C)(3) of the SUFFOLK COUNTY CHARTER, to acquire the parcel(s) listed herein above from the reputed owner, the funding for which shall be provided under the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Open Space component, Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, for the County's purchase price of Ten Thousand Two Hundred Sixteen Dollars ($10,216.00±), subject to a final survey; and, be it further

3rd **RESOLVED**, that the County Comptroller and County Treasurer are hereby authorized to reserve and to pay $10,216.00±, subject to a final survey, from previously appropriated funds in capital project 525-CAP-8714.211 for the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Open Space component, Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, for this acquisition; and, be it further

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

5th **RESOLVED**, that pursuant to Section C12-2(A)(2)(c), this property is not to be developed and Zero (0) Workforce Housing Development Rights shall be removed and placed in the Suffolk County Workforce Housing Transfer of Development Rights Program registry pursuant to the Workforce Housing Development Rights Program as developed by the Department of Planning, consistent with Resolution No. 412-2005, as amended, and approved by the Suffolk County Executive and the Suffolk County Legislature; and, be it further

6th **RESOLVED**, that the acquisition of such parcel(s) meets the following criteria as required under Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER:

c.) any tract of land located fully or partially within the statutorily designated Special Groundwater Protection Area: and, be it further

7th **RESOLVED**, that the subject parcel(s) shall be transferred to the County Department of Parks, Recreation and Conservation for passive recreational use; and, be it further

8th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to 6 NYCRR Sections 617.5(C),(20) and (27) of the New York Code of Rules and Regulations since such actions are simply legislative decisions administering and implementing the acquisition of property for passive park purposes which will mainly result in a beneficial impact and for which SEQRA Determination of Non-Significance has already been issued in Suffolk County Resolution No. 1083-2007.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1562

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016 AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) – OPEN SPACE COMPONENT - FOR THE GALASSO PROPERTY – PINE BARRENS CORE / WARBLER WOODS ADDITION (TOWN OF BROOKHAVEN - SCTM# 0200-528.00-06.00-018.000)

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

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

Previously appropriated New Suffolk County Drinking Water Protection-Open Space- ¼% PAYGO Funds: Capital Project 8714.211.

9. Timing of Impact

Upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		May 25, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1562

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

1562

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

May 12, 2016

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

Dear Mr. Schneider:

Attached for your review and consideration is an Introductory Resolution to authorize the acquisition of the Galasso property (Pine Barrens Core – Warbler Woods Addition), in the Town of Brookhaven, under the New Suffolk County ¼% Drinking Water Protection Program-Open Space-PayGo. The purchase price is $10,216.00± for 0.264± acres, at $6,500.00 per acre and 0.10 Pine Barrens Credit at $85,500.00 per credit.

Please contact me if you require any additional information.

Sincerely,

Jason Smagin
Acting Director of Real Estate

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

1562

2016 INTERGOVERNMENTAL RELATIONS MEMORANDUM OF SUPPORT

TITLE OF BILL:

AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) – OPEN SPACE COMPONENT - FOR THE GALASSO PROPERTY – PINE BARRENS CORE – WARBLER WOODS ADDITION (TOWN OF BROOKHAVEN - SCTM#0200-528.00-06.00-018.000)

PURPOSE OR GENERAL IDEA OF BILL:

OPEN SPACE PRESERVATION

SUMMARY OR SPECIFIC PROVISIONS:

ACQUISITION OF OPEN SPACE UNDER THE NEW SUFFOLK COUNTY ¼% DRINKING WATER PROTECTION PROGRAM - OPEN SPACE

JUSTIFICATION:

FUNDING AVAILABLE IN 525-CAP-8714.211

FISCAL IMPLICATIONS:

N/A

1563

Intro. Res. No. – 2016 Laid on Table 6/1/16

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2016, AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) – OPEN SPACE COMPONENT - FOR THE WOOD PROPERTY – WADING RIVER WETLANDS (TOWN OF RIVERHEAD - SCTM# 0600-029.00-02.00-025.000)

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

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

WHEREAS, Resolution No. 621-2004, authorized planning steps and Procedural Motion No. 27-2015 authorized the acquisition of said property; and

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

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

WHEREAS, contracts to acquire said property were prepared by the office of the County Attorney, executed by the owner of the subject property and the Director of Real Estate and/or his designee and approved as to legality by the Office of the County Attorney; and

WHEREAS, on November 20, 2007, Suffolk County, as SEQRA Lead Agency, in Resolution 1083-2007, issued a SEQRA negative declaration in connection with the proposed future acquisitions of properties for the preservation of open space for passive park purposes as set forth in Resolution No. 625-2004 – Mastic/Shirley Conservation Area Phase I and Resolutions Nos. 621-2004 and/or 877-2005 – Master Lists I and II Reports, respectively; and

WHEREAS, the following property(s), as described in the 1st Resolved, is listed in Resolution No. 625-2004 – Mastic/Shirley Conservation Area Phase I and/or Resolutions Nos. 621-2004 and/or 877-2005 – Master Lists I and/or II Reports, respectively; now, therefore, be it;

1st **RESOLVED**, that the County of Suffolk hereby approves the acquisition of the subject property set forth below under the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Open Space component, for a total purchase price of Forty Four Thousand Eight Hundred Seventy Seven Dollars and Fifty Cents ($44,877.50±), at Ninety Cents ($0.90) per square foot, subject to a final survey; and hereby authorizes additional

expenses, which shall include, but not be limited to, the cost of surveys, appraisals, environmental audits, title reports and insurance, and tax adjustments:

PARCEL:	SUFFOLK COUNTY TAX MAP NUMBER:		ACRES:	REPUTED OWNER AND ADDRESS:
No. 1	District	0600	49.875± s.f.	Harry R. Wood and Ann Marie Wood
	Section	029.00		
	Block	02.00		
	Lot	025.000		

; and be it further

2nd **RESOLVED**, that the Director of Real Estate and/or her designee, is hereby authorized, empowered, and directed, pursuant to Section C42-3(C)(3) of the SUFFOLK COUNTY CHARTER, to acquire the parcel(s) listed herein above from the reputed owner, the funding for which shall be provided under the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Open Space component, Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, for the County's purchase price of Forty Four Thousand Eight Hundred Seventy Seven Dollars and Fifty Cents ($44,877.50±), subject to a final survey; and, be it further

3rd **RESOLVED**, that the County Comptroller and County Treasurer are hereby authorized to reserve and to pay $44,877.50±, subject to a final survey, from previously appropriated funds in capital project 525-CAP-8714.211 for the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Open Space component, Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, for this acquisition; and, be it further

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

5th **RESOLVED**, that pursuant to Section C12-2(A)(2)(c), this property is not to be developed and Zero (0) Workforce Housing Development Rights shall be removed and placed in the Suffolk County Workforce Housing Transfer of Development Rights Program registry pursuant to the Workforce Housing Development Rights Program as developed by the Department of Planning, consistent with Resolution No. 412-2005, as amended, and approved by the Suffolk County Executive and the Suffolk County Legislature; and, be it further

6th **RESOLVED**, that the acquisition of such parcel(s) meets the following criteria as required under Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER:

a.) freshwater/tidal wetlands and buffer lands for same;
b.) lands within the watershed of a coastal stream, as determined by a reasonable planning or hydrological study; and, be it further

7th **RESOLVED**, that the subject parcel(s) shall be transferred to the County Department of Parks, Recreation and Conservation for passive recreational use; and, be it further

8th **RESOLVED,** that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to 6 NYCRR Sections 617.5(C),(20) and (27) of the New York Code of Rules and Regulations since such actions are simply legislative decisions administering and implementing the acquisition of property for passive park purposes which will mainly result in a beneficial impact and for which SEQRA Determination of Non-Significance has already been issued in Suffolk County Resolution No. 1083-2007.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1563

1. Type of Legislation

Resolution ___X___ Local Law _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. -2016 AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) – OPEN SPACE COMPONENT - FOR THE WOOD PROPERTY – WADING RIVER WETLANDS (TOWN OF RIVERHEAD - SCTM# 0600-029.00-02.00-025.000)

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

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

Previously appropriated New Suffolk County Drinking Water Protection-Open Space- ¼% PAYGO Funds: Capital Project 8714.211.

9. Timing of Impact

Upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Principal Budget Examiner		May 25, 2016

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1563

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

1563

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

May 12, 2016

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

Dear Mr. Schneider:

Attached for your review and consideration is an Introductory Resolution to authorize the acquisition of the Wood property Wading River Wetlands, in the Town of Riverhead, under the New Suffolk County ¼% Drinking Water Protection Program-Open Space. The purchase price is $44,877.50± for 49,875± s.f.

Please contact me if you require any additional information.

Sincerely,

Jason Smagin
Acting Director of Real Estate

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

2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

1563

TITLE OF BILL:

AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) – OPEN SPACE COMPONENT - FOR THE WOOD PROPERTY – WADING RIVER WETLANDS (TOWN OF RIVERHEAD - SCTM#0600-029.00-02.00-025.000)

PURPOSE OR GENERAL IDEA OF BILL:

OPEN SPACE PRESERVATION

SUMMARY OR SPECIFIC PROVISIONS:

ACQUISITION OF OPEN SPACE UNDER THE NEW SUFFOLK COUNTY ¼% DRINKING WATER PROTECTION PROGRAM - OPEN SPACE

JUSTIFICATION:

FUNDING AVAILABLE IN 525-CAP-8714.211

FISCAL IMPLICATIONS:

N/A