1683. VOID

1684. Amending the 2017 Operating Budget to provide funding for Cordello Avenue Elementary School, Central Islip High School, and Brentwood Youth Activities, and Empowerment Collaborative of Long Island. (Martinez) BUDGET AND FINANCE

1685. Amending the 2017 Operating Budget abolishing the position of Assistant Commissioner of Police (Strategic Communications). (Trotta) BUDGET AND FINANCE

1686. Adopting Local Law No. -2017, A Local Law to ensure adequate funding for E-911 Program. (Pres. Off.) PUBLIC SAFETY

1687. Amend Resolution No. 753-2016, establishing a Suffolk County Tax Act Study Committee. (Climi) BUDGET AND FINANCE

1688. Making a SEQRA determination in connection with the proposed Suffolk County Wetland Restoration – Smith Point North County Park, Town of Brookhaven. (Pres. Off.) ENVIRONMENT, PLANNING AND AGRICULTURE

1689. Making a SEQRA determination in connection with the proposed Road Improvements to CR-1 (County Line Road) from the vicinity of Merrick Road (NYS Route 27A) to the vicinity of Matthew Drive, Town of Babylon. (Pres. Off.) ENVIRONMENT, PLANNING AND AGRICULTURE

1690. Adopting Local Law No. -2017, A Charter Law to authorize the County Comptroller to conduct solicitations for underwriting services in connection with private sales of County notes. (Pres. Off.) WAYS & MEANS

1691. Adopting Local Law No. -2017, A Local Law requiring restaurants to provide mercury information to patrons. (Kennedy) HEALTH

1692. Adopting Local Law No. -2017, A Local Law to improve alarm system permitting law. (Trotta) PUBLIC SAFETY

1693. Accepting and appropriating federal pass-through grant funds from Health Research, Inc. in the amount of $570,709 for the Public Health Emergency Preparedness Program administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related Agreements. (Co. Exec.) HEALTH

1694. Accepting and appropriating federal pass-through grant funds from Health Research, Inc. in the amount of $85,690 for the Public Health Emergency Preparedness - Cities Readiness Initiative (CRI) Program administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements. (Co. Exec.) HEALTH
1695. Returning to the County a parcel of land previously transferred pursuant to the 72-h Affordable Housing Program to the Town of Babylon. (Co. Exec.) WAYS & MEANS

1696. Authorizing execution of a Law Enforcement Officer Reimbursement Sub-Recipient Agreement with the Town of Islip for Long Island MacArthur Airport. (Co. Exec.) PUBLIC SAFETY

1697. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law - Town of Brookhaven (SCTM No. 0200-976.00-01.00-055.000). (Co. Exec.) WAYS & MEANS

1698. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Gregory Wulffen (SCTM No. 0100-135.00-04.00-015.001). (Co. Exec.) WAYS & MEANS

1699. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act John J. Forte and Elizabeth Forte, husband and wife (SCTM No. 0200-406.00-02.00-006.007). (Co. Exec.) WAYS & MEANS

1700. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Kofi Bentse-Enchill (SCTM No. 0300-024.00-13.00-006.000). (Co. Exec.) WAYS & MEANS

1701. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Douglas W. Harpham (SCTM No. 0200-892.00-02.00-075.002). (Co. Exec.) WAYS & MEANS

1702. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Neil T. Conley (SCTM No. 0200-973.60-01.00-013.001). (Co. Exec.) WAYS & MEANS

1703. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Yara Rodrigues-Sword (SCTM No. 0900-145.00-02.00-037.000). (Co. Exec.) WAYS & MEANS

1704. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Deena Garbarino and Deana Garbarino, as joint tenants with rights of survivorship (SCTM No. 0200-319.00-05.00-245.000). (Co. Exec.) WAYS & MEANS

1705. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law - Town of Brookhaven (SCTM No. 0200-424.00-01.00-015.000). (Co. Exec.) WAYS & MEANS

1706. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law - Town of Brookhaven (SCTM No. 0200-246.00-04.00-011.000). (Co. Exec.) WAYS & MEANS

1707. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law - Town of Brookhaven (SCTM No. 0200-984.00-03.00-009.000). (Co. Exec.) WAYS & MEANS
1708. Authorizing a two-year extension for the Development of two parcels of land transferred pursuant to the 72-h Affordable Housing Program to the Town of Islip. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1709. Authorizing the sale of County-owned real property pursuant to Section 72-h of the General Municipal Law to the Town of Babylon for affordable housing purpose (SCTM No. 0100-173.00-01.00-106.000). (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1710. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Gregory Girardi (SCTM No. 0100-228.02-01.00-149.000). (Co. Exec.) WAYS & MEANS

1711. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Meadow Farm Estates, LLC (SCTM No. 0500-424.00-01.00-051.007). (Co. Exec.) WAYS & MEANS

1712. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Maureen F. McGowan (SCTM No. 0500-438.00-03.00-026.000). (Co. Exec.) WAYS & MEANS

1713. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 1048-2017). (Co. Exec.) BUDGET AND FINANCE

1714. Accepting and appropriating a grant in the amount of $20,500 in federal pass-through funding from the State of New York Governor’s Traffic Safety Committee, for the Suffolk County Police Department’s Motorcycle Safety Enforcement and Education Program with 79.61% support. (Co. Exec.) PUBLIC SAFETY

1715. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Lawrence Q. Elliott (SCTM No. 0900-230.00-03.00-027.000). (Co. Exec.) WAYS & MEANS

1716. Accepting and appropriating 100% federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $2,640,363 for the “Urban Area Security Initiative (UASI) FY 2017” administered by the Suffolk County Department of Fire, Rescue and Emergency Services. (Co. Exec.) PUBLIC SAFETY

1717. Accepting and appropriating a grant in the amount of $165,830 in federal pass-through funding from the State of New York Governor’s Traffic Safety Committee to provide Enhanced Enforcement of Motor Vehicle and Traffic Laws and Regulations with 79.21% support. (Co. Exec.) PUBLIC SAFETY

1718. Accepting and appropriating 100% federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $899,739 for the “State Homeland Security Program (SHSP) FY 2017” administered by the Suffolk County Department of Fire, Rescue and Emergency Services. (Co. Exec.) PUBLIC SAFETY
1719. Sale of County-owned real estate pursuant to Local Law No. 13-1976 Pine Grove Inn of East Patchogue LLC (SCTM No. 0200-979.40-05.00-017.002). (Co. Exec.) WAYS & MEANS

1720. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Kim Stone, as administrator of the estate of Maureen Stone (SCTM No. 0200-389.00-06.00-025.000). (Co. Exec.) WAYS & MEANS

1721. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Samantha McFadden (SCTM No. 0200-518.00-02.00-006.002). (Co. Exec.) WAYS & MEANS

1722. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Jennifer Young, as executor of the estate of Celestino Vlassich (SCTM No. 0200-564.00-03.00-006.000). (Co. Exec.) WAYS & MEANS

1723. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Stephen B. Tafe, Sr. (SCTM No. 0200-977.60-06.00-015.000). (Co. Exec.) WAYS & MEANS

1724. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Robert Sorenson (SCTM No. 1000-025.00-02.00-020.018). (Co. Exec.) WAYS & MEANS

1725. Accepting and appropriating a grant in the amount of $99,810 in federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the Tactical Team 2016 Program with 100% support. (Co. Exec.) PUBLIC SAFETY

1726. Accepting and appropriating a grant in the amount of $50,000 in federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the Critical Infrastructure Grant Program 2016 with 100% support. (Co. Exec.) PUBLIC SAFETY

1727. Authorizing use of the County-owned portion of the Paumanok Trail by Jayasports for its Wildwood Amphibion Fundraiser. (Co. Exec.) PARKS & RECREATION

1728. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Frank Cole, as Executor of the Estate of Karen Swett a/k/a Karen Cole (SCTM No. 0208-024.00-07.00-037.000). (Co. Exec.) WAYS & MEANS

1729. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Hector Marmol, Arnaldo Marmol and Eduvigis Smith (SCTM No. 0100-176.00-03.00-033.000). (Co. Exec.) WAYS & MEANS

1730. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Reginald Holder (SCTM No. 0500-163.00-05.00-034.002). (Co. Exec.) WAYS & MEANS
1731. Amending the 2017 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) to SCO Family of Services for Residential Support Services. (Co. Exec.) HEALTH

1732. Amending the 2017 Adopted Operating Budget to reallocate 100% State Aid from the New York State Office of Mental Health (NYS OMH) for Federation of Organizations. (Co. Exec.) HEALTH

1733. Accepting and appropriating 100% federal pass-through grant funds from the Department of Health and Human Services Food and Drug Administration in the amount of $70,000 for the Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRRFPS) administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements (Co. Exec.) HEALTH

1734. Accepting and appropriating 100% grant funds from New York State Department of Health in the amount of $227,042 for the Emergency Medical Services Program Agency ("EMSPA") administered by the Suffolk County Department of Health Services, Division of Emergency Medical Services and to execute grant related agreements. (Co. Exec.) HEALTH

1735. Accepting and appropriating 100% federal pass-through grant funds from the New York State Department of Health in the amount of $124,639 for the Children with Special Health Care Needs ("CWSHCN") Program administered by the Suffolk County Department of Health Services, Division of Children with Special Needs and to execute grant related agreements. (Co. Exec.) HEALTH

1736. Accepting and appropriating 5% New York State and 95% federal pass-through grant funds from the New York State Department of Health in the amount of $3,361,889 for the Special Supplemental Nutrition Program for Women, Infants and Children ("WIC") administered by the Suffolk County Department of Health Services, Division of Patient Care and to execute grant related agreements. (Co. Exec.) HEALTH

1737. Accepting and appropriating 100% federal pass-through grant funds from New York State Highway Safety Program in the amount of $61,782 for the Suffolk County Pedestrian Safety Education Plan ("PSEP") administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1738. Accepting and appropriating 100% federal pass-through grant funds from the NYS Department of Health in the amount of $104,705 for the Beach Act Program administered by the Suffolk County Department of Health Services, Division of Environmental Quality and to execute grant related agreements. (Co. Exec.) HEALTH

1739. Accepting and appropriating 100% federal pass-through grant funds from New York State Department of Health in the amount of $353,379 for the Maternal and Infant Community Health Collaborative ("MICHC") administered by the Suffolk County Department of Health Services, Division of Patient Care and to execute grant related agreements. (Co. Exec.) HEALTH
1740. To reappoint member of Suffolk County Youth Board Coordinating Council representing Legislative District No. 2 (London Rosiere). (Co. Exec.) EDUCATION AND HUMAN SERVICES

1741. Sub-naming the Suffolk County Lily Pond Preserve as “The Diane Spitz Memorial Preserve”. (Kennedy) PARKS & RECREATION

1742. To name certain land in Hauppauge, Town of Smithtown, the “Herman H. and Lillian Harries Sweetwater Farm Preserve”. (Kennedy) PARKS & RECREATION

1743. Appropriating funds for the purchase of equipment for groundwater monitoring and well drilling (CP 8226) and approving the purchase of a replacement vehicle in accordance with Section (B)(6) of the Suffolk County Code and in accordance with the County Vehicle Standard Law. (Co. Exec.) HEALTH

1744. Authorizing the acquisition of land under the New Enhanced Suffolk County Drinking Water Protection Program 2014 Referendum - land purchases for open space preservation (CP 8732.210) - for the Tapper, Winter and Chalom property - Forge River Watershed addition - Town of Brookhaven (SCTM No. 0200-787.00-08.00-008.000). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1745. Authorizing the acquisition of land under the New Enhanced Suffolk County Drinking Water Protection Program 2014 Referendum - land purchases for open space preservation (CP 8732.210) - for the Belzak property - Tuthill Creek Watershed - Town of Brookhaven - (SCTM Nos. 0200-975.20-03.00-051.000, 0204-003.00-01.00-005.000, 0204-003.00-01.00-005.000, 0204-003.00-01.00-005.000, 0204-003.00-01.00-005.000, 0204-003.00-01.00-005.000, 0204-003.00-01.00-014.000, 0204-003.00-01.00-016.000, 0204-003.00-01.00-018.000 AND 0204-003.00-01.00-023.000). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1746. Accepting and appropriating 100% federal pass-through grant funds from the New York State Department of Labor for the Displaced Homemaker Program. (Co. Exec.) SENIORS AND CONSUMER PROTECTION

1747. To readjust, compromise, and grant refunds and chargebacks on correction or errors/county comptroller by: County Legislature No. 466-2017. (Co. Exec.) BUDGET AND FINANCE

1748. Appropriating funds through the issuance of Sewer District Serial Bonds for the improvements to Suffolk County Sewer District No. 23 – Coventry Manor (CP 8149). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1749. Appropriating funds through the issuance of Sewer District Serial Bonds for the increase, improvement and extension to Suffolk County Sewer District No. 18 – Hauppauge Industrial (CP 8126). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1750. Appropriating funds through the issuance of Sewer District Serial Bonds for the improvements to Suffolk County Sewer District No. 1 – Port Jefferson (CP 8122). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1751. Appropriating funds through the issuance of Sewer District Serial Bonds for the improvements to Suffolk County Sewer District No. 21 – SUNY at Stony Brook (CP 8121). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1752. Authorizing the construction of wastewater upgrades at the Town of Brookhaven Lake Ronkonkoma Beach using the New Enhanced Suffolk County Water Quality Protection Program funds (CP 8733). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1753. Authorizing the construction of wastewater upgrades at Town of Islip Lake Ronkonkoma Park, using the New Enhanced Suffolk County Water Quality Protection Program funds (CP 8733). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1754. Appropriating funds in connection with improvements to CR 36, South Country Road (CP 5541). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1755. Appropriating funds in connection with improvements to CR 4, Commack Road in the Hamlets of Deer Park, Brentwood, Commack and Dix Hills (CP 5584). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1756. Appropriating funds in connection with improvements to CR 21, from NYS Route 25 to Yaphank Avenue at L.I.E., North Service Road (CP 5138). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1757. Appropriating funds in connection with the reconstruction of CR 48, Middle Road from Horton Avenue to Main Street (CP 5528). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1758. Appropriating funds in connection with improvements to CR 35, Park Avenue (CP 5519). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1759. Amending the 2017 Capital Budget and Program and appropriating funds in connection with improvements to Transportation Oriented Facilities – connect Long Island (CP 5660). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1760. Amending the 2017 Capital Budget and Program and appropriating funds in connection with Reconstruction of CR 97, Nicolls Road (CP 5512). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1761. Amending the 2017 Capital Budget and Program and appropriating funds in connection with the “Gateway to Patchogue” Project, Town of Brookhaven (CP 5040). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1762. Authorizing funding of land acquisition, development, infrastructure improvements and oversight of real property under the Suffolk County Affordable Housing Opportunities Program (Riverview Lofts). (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1764. Amending the 2017 Capital Budget and Program and appropriating funds in connection with Development of Blue Point Laundry Site (CP 8244). (Calarco) PARKS & RECREATION

1765. Amending the 2017 Capital Budget and Program and appropriating funds in connection with Water Quality Protection and Restoration Program (Nissequogue Tributary Headwaters) (CP 8710). (Kennedy) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1766. Amending the 2017 Operating Budget to provide funding for the purchase of license plate readers for the Suffolk County Police Department (the Securing Our Streets Act). (Spencer) BUDGET AND FINANCE

1767. Amending the 2017 Capital Budget and Program and appropriating funds with replacement of CR 16, Horseblock Road Bridge over the Long Island Railroad, Town of Brookhaven (CP 5855). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1768. Accepting and appropriating a grant in the amount of $15,000 in federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the Explosive Detection Canine Team 2016 Program with 100% support. (Co. Exec.) PUBLIC SAFETY

1769. Appropriating funds in connection with Improvements to CR 10, Elwood Road (CP 5558). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1770. Accepting and appropriating a 100% reimbursed grant from the U.S. Department of Housing and Urban Development in the amount of $1,199,053 for the Home Investment Partnerships Program and authorizing the County Executive to execute agreements. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1771. Accepting and appropriating a 100% reimbursed grant from the U.S. Department of Housing and Urban Development in the amount of $262,650 for the Emergency Solutions Grants Program and authorizing the County Executive to execute agreements. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1772. Amending the 2017 Capital Budget and Program and appropriating funds in connection with Countywide Replacement of Computer Equipment/Infrastructure (CP 1816). (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

PROCEDURAL MOTION

PM17. Apportioning Mortgage Tax by: County Comptroller. (Pres. Off.)
RESOLUTION NO. 2017-2017, AMENDING THE 2017 OPERATING BUDGET TO PROVIDE FUNDING FOR CORDELLO AVENUE ELEMENTARY SCHOOL, CENTRAL ISLIP HIGH SCHOOL, BRENTWOOD YOUTH ACTIVITIES, AND EMPOWERMENT COLLABORATIVE OF LONG ISLAND

WHEREAS, the 2017 Adopted Operating Budget provided funding in the Police District to be appropriated for anti-gang initiatives; and

WHEREAS, it is the desire of the Suffolk County Legislature to designate a portion of this funding for the purpose of supporting Cordello Avenue Elementary School, Central Islip High School, Brentwood Youth Activities, and Empowerment Collaborative of Long Island; and

WHEREAS, these organizations will provide anti-gang mentoring services in the 9th Legislative District; and

WHEREAS, Section 4-31(G) of the Suffolk County Charter now allows amendment of the County Operating Budget by County Legislators four times during the fiscal year as long as the amendment reduces, lowers, terminates or cancels appropriations; abolishes positions of employment; terminates contract agencies; terminates or reduces the size of County programs or departments, or makes transfers of appropriations that are offset by reductions in other programs; now, therefore be it

1st RESOLVED, that the 2017 County Operating Budget is hereby amended as follows and that the County Comptroller be and hereby is authorized to transfer the following funds and authorizations:

APPROPRIATIONS:

FROM:

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<th>ACT</th>
<th>OBJ</th>
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<td>115</td>
<td>POL</td>
<td>3121</td>
<td>0000</td>
<td>4980</td>
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TO:

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<th>OBJ</th>
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<td>4980</td>
<td>Cordello Avenue Elementary School</td>
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<tr>
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<tr>
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<td>3121</td>
<td>XXXX</td>
<td>4980</td>
<td>Brentwood Youth Activities</td>
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<tr>
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<td>POL</td>
<td>3121</td>
<td>XXXX</td>
<td>4980</td>
<td>Empowerment Collaborative of Long Island</td>
<td>+$15,000</td>
</tr>
</tbody>
</table>

and be it further
RESOLVED, that the County Executive’s Budget Office is authorized to assign an activity (pseudo) code for Cordello Avenue Elementary School, Central Islip High School, Brentwood Youth Activities, and Empowerment Collaborative of Long Island; and be it further

RESOLVED, that the moneys appropriated pursuant to this resolution shall be used for the sole and exclusive purpose of funding Cordello Avenue Elementary School, Central Islip High School, Brentwood Youth Activities, and Empowerment Collaborative of Long Island.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

T:\BRO\1684-17 revised 8-10-17.doc
RESOLUTION NO. -2017, AMENDING THE 2017 OPERATING BUDGET ABOLISHING THE POSITION OF ASSISTANT COMMISSIONER OF POLICE (STRATEGIC COMMUNICATIONS)

WHEREAS, the title of Assistant Commissioner of Police (Strategic Communications) was created by Resolution No. 1151-2016 and the new position was filled in January 2017; and

WHEREAS, the Suffolk County Commissioner of Police is running for the elected position of Suffolk County District Attorney and the incumbent Assistant Commissioner of Police (Strategic Communications) is an “Experienced Strategic Communications specialist” with extensive campaign experience having worked and consulted on over 100 campaigns, as stated in his resume; and

WHEREAS, the Assistant Commissioner of Police (Strategic Communications) is using his campaign experience to effectively be a campaign consultant, not an Assistant Police Commissioner, rendering the position nonessential for fundamental Police Department operations; and

WHEREAS, Suffolk County is combating challenging fiscal conditions and the position of Assistant Commissioner of Police (Strategic Communications) as currently filled has an annual permanent salary cost of $144,594; and

WHEREAS, the Suffolk County Police Department is in need of new Police Officer recruits and the annual salary of said position is equivalent to the permanent salaries of more than three new Police Officer recruits for a full year; and

WHEREAS, Section 4-31 (G) of the Suffolk County Charter now allows amendment of the County Operating Budget by County Legislators four times during the fiscal year as long as the amendment reduces, lowers, terminates or cancels appropriations; abolishes positions of employment; terminates contract agencies; terminates or reduces the size of County programs or departments, or makes transfers of appropriations that are offset by reductions in other programs; now, therefore be it

1st RESOLVED, that the 2017 County Operating Budget is hereby amended by abolishing the position of Assistant Commissioner of Police (Strategic Communications) in the Police Department; and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County
RESOLUTION NO. - 2017, ADOPTING LOCAL LAW NO. -2017, A LOCAL LAW TO ENSURE ADEQUATE FUNDING FOR E-911 PROGRAM

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2017, a proposed local law entitled, "A LOCAL LAW TO ENSURE ADEQUATE FUNDING FOR E-911 PROGRAM"; now, therefore be it

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

LOCAL LAW NO. -2017, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO ENSURE ADEQUATE FUNDING FOR E-911 PROGRAM

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 New York Legislature, repealed Suffolk County's authority to impose and collect a wireless communications surcharge under Article 6 of New York County Law and, in its place, authorized the County to impose a new State administered wireless surcharge pursuant to New York Tax Law § 186-g (Part EEE of Chapter 59 of the Laws of 2017).

This Legislature further finds that by the enactment of Resolution No. 647-2017, the County of Suffolk repealed its old wireless communications surcharge law and authorized the new State administered surcharge, effective December 1, 2017.

This Legislature also finds that the repealed County wireless surcharge law included provisions ensuring that non-County Public Safety Answering Points (PSAPs) would receive an equitable share of the revenue from the wireless surcharge.

This Legislature believes that non-County PSAPs should continue to receive a predictable and fair share of the surcharge revenue.

Therefore, the purpose of this law is to ensure that non-County PSAPs will continue to receive, at a minimum, 20% of wireless surcharge revenues to offset the costs of providing enhanced wireless 911 services to the residents of Suffolk County.

Section 2. Use of Wireless Communications Surcharge Proceeds.

A. The Suffolk County E-911 Commission is hereby authorized to include in its annual budget request a proposed allocation of wireless surcharge monies to qualified public safety answering points (PSAPs).
B. No less than 20% of the surcharge moneys in any fiscal year shall be allocated to the non-County PSAPs. The amount allocated to each non-County PSAP shall be determined by a majority of the representatives of the non-County PSAP’s of the E-911 Commission and set forth in the intermunicipal agreement required under § 441-3C of the Suffolk County Code.

C. Surcharge moneys remitted to the County in any fiscal year, and allocated to non-County PSAPs in the annual budget, shall be distributed to the PSAPs based in proportion to the actual cash collections and made quarterly within 60 days of the end of each quarter. In no event will surcharge moneys be distributed to a non-County PSAP in the absence of an intermunicipal agreement between the County and the PSAP.

Section 3. Applicability.

This law shall apply to all actions occurring on or after the effective date of this law.

Section 4. Severability.

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

Section 5. SEQRA Determination.

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20), (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 immediately upon its filing in the Office of the Secretary of the State.
DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\aws\-ensure-funding-E-911-program
DATE:  AUGUST 10, 2017

TO:  CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2017

TITLE:  I.R. NO.  -2017; A LOCAL LAW TO ENSURE ADEQUATE FUNDING FOR E-911 PROGRAM

SPONSOR:  PRESIDING OFFICER GREGORY

DATE OF RECEIPT BY COUNSEL:  7/31/2017  PUBLIC HEARING:  10/3/2017

DATE ADOPTED/NOT ADOPTED:  CERTIFIED COPY RECEIVED:

During its 2017 session, the New York State Legislature repealed Suffolk County’s authority to impose and collect a wireless surcharge under Article 6 of the New York County Law and, in its place, authorized the County to impose a new State administered wireless surcharge pursuant to New York Tax Law § 186-g. By Resolution 647-2017, the County of Suffolk repealed its old wireless communication surcharge law and authorized the new State administered surcharge, effective December 1, 2017.

This proposed local law would reauthorize the County’ E-9-11 Commission to include in its annual budget request an allocation of wireless surcharge monies to qualified public safety answering points (“PSAPs”) and require that at least 20% of those surcharge monies be allocated annually to non-County PSAPs.

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

GEORGE NOLAN
Counsel to the Legislature

GN:tm

s:\rule28128-E 9-11 Surcharge
RESOLUTION NO. -2017, AMEND RESOLUTION NO. 753-2016, ESTABLISHING A SUFFOLK COUNTY TAX ACT STUDY COMMITTEE

WHEREAS, Resolution No. 753-2016 established the Suffolk County Tax Act Study Committee to review the Tax Act, to compare and contrast the enforcement and collection provisions of the Tax Act with those provisions set forth in New York Real Property Tax Law and to recommend amendments to the Tax Act that would benefit the County of Suffolk and all taxing jurisdictions within the County; and

WHEREAS, the Committee is requesting additional time to issue a report of its findings and recommendations; now, therefore be it

1st RESOLVED, that the 6th RESOLVED clause of Resolution No. 753-2016 is hereby amended as follows:

6th RESOLVED, that the Committee shall issue a report of its findings and recommendations [within one (1) year of the effective date of this resolution] no later than March 15, 2018; and be it further

and be it further

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

[ ] Brackets denote deletion of existing language

_____ Underlining denotes addition of new language

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\reslr-amend-reso-753-16-extend-deadline
RESOLUTION NO. -2017, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED SUFFOLK COUNTY WETLAND RESTORATION – SMITH POINT NORTH COUNTY PARK, TOWN OF BROOKHAVEN

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) reviewed a project designated as the "Proposed Suffolk County Wetland Restoration – Smith Point North County Park, Town of Brookhaven", pursuant to Local Law No. 22-1985, which project involves marsh restoration at the Smith Point North County Park; and

WHEREAS, the proposed marsh restoration involves improving the existing degraded marsh ditch features by strategically filling them with local material and coir logs and creating naturalized tidal channels (i.e. meandering runnels cut to slope) to improve tidal exchange between the bay and the marsh interior; and

WHEREAS, the proposed project also involves the creation of micropools connected to tidal channels to enhance natural conditions and to control marsh mosquito species; and

WHEREAS, the proposed project is part of an overall integrated marsh management plan which was evaluated as part of Suffolk County Vector Control and Wetlands Management Long Term Plan (Long Term Plan); and

WHEREAS, Suffolk County, as SEQRA Lead Agency for the Long Term Plan, completed a Generic Environmental Impact Statement for said Plan and on March 22, 2007 adopted a SEQRA Findings Statement; and

WHEREAS, said Findings Statement identified 15 wetlands management Best Management Practices (BMPs) that could be conducted in coastal marshes to further mosquito control purposes; and

WHEREAS, BMPs 1-4 were identified as ongoing marsh maintenance activities which do not require additional environmental review while BMPs 5-15 were identified as more intensive marsh management practices which do require additional environmental review; and

WHEREAS, the proposed marsh restoration project at Smith Point County Park involves BMPs which in accordance with the Long Term Plan Findings Statement require the completion of an Expanded Environmental Assessment Form and a SEQRA determination of significance by the Suffolk County Legislature; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and subsequently sent out to all concerned parties; and

WHEREAS, at its August 16, 2017 meeting, the CEQ reviewed the EAF and the information submitted by the Suffolk County Department of Public Works; and
WHEREAS, the CEQ recommended that the above activity be considered a Type I Action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated August 24, 2017 of said recommendations; and

WHEREAS, Section 450-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore, be it

1st RESOLVED, that this Legislature hereby determines that the Proposed Suffolk County Wetland Restoration – Smith Point North County Park, Town of Brookhaven, constitutes a Type I Action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code, that the proposed action 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 or the Suffolk County Code;

3) all necessary permits/approvals will be obtained from all applicable State, County and Town regulatory agencies prior to the commencement of project construction;

4) the proposed project is part of an overall Suffolk County integrated marsh management plan which was evaluated as part of Suffolk County Vector Control and Wetlands Management Long Term Plan and the Long Term Plan’s Generic Environmental Impact Statement;

5) the proposed project will help improve the functioning and long term viability of the Smith Point North County Park tidal wetlands/marsh system; and

6) the proposed project is anticipated to reduce the number of mosquitoes breeding in the Smith Point North County Park marsh area and as a result the need for vector control mosquito spraying in the marsh area;

and be it further

2nd RESOLVED, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further
3rd RESOLVED, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 450-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\s-wetland-restoration-smith-point
RESOLUTION NO. -2017, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED ROAD IMPROVEMENTS TO CR-1 (COUNTY LINE ROAD) FROM THE VICINITY OF MERRICK ROAD (NYS ROUTE 27A) TO THE VICINITY OF MATTHEW DRIVE, TOWN OF BABYLON

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) reviewed a project designated as the "Proposed Road Improvements to CR-1 (County Line Road) From the Vicinity of Merrick Road (NYS Route 27A) to the Vicinity of Matthew Drive, Town of Babylon", pursuant to Local Law No. 22-1985, which project involves road improvements to CR-1 along an approximately 7,875 feet road length from the vicinity of Merrick Road (NYS Route 27A) to the south and the vicinity of Matthew Drive to the north; and

WHEREAS, there are two intersections along the route, County Road 12 (Oak Street) and NYS Route 27 (Sunrise Highway) where no work will be performed; and

WHEREAS, the improvements, which will be located within the road right-of-way, include replacement of existing drainage catch basins, new sidewalks, curbs and driveway restorations, limited full depth pavement restoration and a final asphalt overlay; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and subsequently sent out to all concerned parties: and

WHEREAS, at its August 16, 2017 meeting, the CEQ reviewed the EAF and the information submitted by the Suffolk County Department of Public Works; and

WHEREAS, the CEQ recommended that the above activity be considered an Unlisted Action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated August 24, 2017 of said recommendations; and

WHEREAS, Section 450-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore, be it

1st RESOLVED, that this Legislature hereby determines that the Proposed Road Improvements to CR-1 (County Line Road) From the Vicinity of Merrick Road (NYS Route 27A) to the Vicinity of Matthew Drive, Town of Babylon, constitutes an Unlisted Action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code that the proposed project 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 Suffolk County Code;

3. the parcel does not appear to suffer from any severe environmental development constraints (limiting soil properties; high groundwater and/or unmanageable slopes);

4. construction activities will be coordinated with and access will be maintained at all times to the nearby health facilities which include the Bristal Assisted Living Facility at Massapequa, the Broadway Manor Nursing and Rehabilitation Center and the South Oaks Hospital;

5. construction activities will be coordinated with the Park Avenue Memorial Elementary School to insure that access is maintained at all times and to insure that heavy construction activities do not take place when the school has peak activities scheduled;

6. trees that are removed due to proposed construction will be replaced with appropriate streetscape trees;

7. the replacement of existing drainage catch basins will help insure proper stormwater drainage along the road corridor; and

8. the addition of ADA compliant sidewalks and ramps will improve pedestrian safety and accessibility along the road corridor;

and be it further

2nd RESOLVED, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

3rd RESOLVED, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 450-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
RESOLUTION NO. -2017, ADOPTING LOCAL LAW NO. -2017, A CHARTER LAW TO AUTHORIZE THE COUNTY COMPTROLLER TO CONDUCT SOLICITATIONS FOR UNDERWRITING SERVICES IN CONNECTION WITH PRIVATE SALES OF COUNTY NOTES

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on , 2017 a proposed local law entitled "A CHARTER LAW TO AUTHORIZE THE COUNTY COMPTROLLER TO CONDUCT SOLICITATIONS FOR UNDERWRITING SERVICES IN CONNECTION WITH PRIVATE SALES OF COUNTY NOTES" and said local law in final form is the same as when presented and introduced; now, therefore be it

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

LOCAL LAW NO. - 2017, SUFFOLK COUNTY, NEW YORK

A CHARTER LAW TO AUTHORIZE THE COUNTY COMPTROLLER TO CONDUCT SOLICITATIONS FOR UNDERWRITING SERVICES IN CONNECTION WITH PRIVATE SALES OF COUNTY NOTES

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 Section 104-b of the NEW YORK GENERAL MUNICIPAL LAW, requires that when goods and services are not procured by municipalities via competitive bidding they "must be procured in a manner so as to assure the prudent and economical use of public moneys in the best interests of the taxpayers of the political subdivision or district, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against favoritism, improvidence, extravagance, fraud, and corruption".

The Legislature further finds that the current procedure whereby the County Comptroller must obtain a waiver of formal bid solicitation or request for proposal requirements in order to undertake a solicitation of proposals for underwriting services in connection with private (negotiated) sales of County general obligation notes is not efficient nor the most economical use of County resources.

Therefore, the purpose of this law is to formalize a process by which the Comptroller solicits and selects individuals and/or entities to provide underwriting services in connection with private sales of County notes in a manner that fosters the maximum degree of efficiency, competition and transparency possible.

Section 2. Amendment.

Article V of the SUFFOLK COUNTY CHARTER is hereby amended as follows:

The County Comptroller shall:

** **

K.) Prior to undertaking any private sale of County notes, solicit proposals for underwriting services from interested qualified individuals, companies, firms, partnerships, corporations, associations, joint ventures and/or other entities or organizations that are in the business of providing underwriting services to municipalities in the State of New York with respect to issuance and sale of general obligation indebtedness.

1.) As a condition precedent to each such solicitation of proposals, the County Comptroller shall develop or cause to be developed written specifications, time limitations and criteria to be disseminated as widely as is possible within the pertinent financial markets and financial communities, with copies to be filed with the County Executive and the Clerk of the Legislature for legislative distribution.

2.) After the proposals are submitted in writing to the County Comptroller in conformity with such specifications and criteria, the County Comptroller shall prepare or caused to be prepared a written evaluation and analysis of the effect and financial, economic or fiscal impact of such proposals and, based on such analysis, make an award to the bidder or bidders whose proposal the County Comptroller determines to be in the best financial interest of the County. The County Comptroller shall submit a copy of such written evaluation and analysis to the County Executive and the Clerk of the Legislature for distribution to all County Legislators.

3.) No action may be taken to approve or disapprove any such proposal to provide underwriting services in connection with a private sale of County notes until all the provisions of this subdivision have been complied with.

[K.] L.  
[L.] M.  
[M.] N.  
[N.] O.  
[O.] P.  
[P.] Q.  
[Q.] R.  

2
Section 3. Applicability.

This law shall apply to any procurement for underwriting services in connection with a private sale of County notes initiated subsequent to the effective date of this law.

Section 4. Severability.

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

Section 5. SEQRA Determination.

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

Section 6. Effective Date.

This law shall not take effect until at least sixty (60) days after its adoption, nor until approved by the affirmative vote of a majority of the qualified electors of the County of Suffolk voting on a proposition for its approval if within sixty (60) days after its adoption there is filed with the Clerk of the County Legislature a petition protesting against this law in conformity with the provisions of Section 34(4) of the NEW YORK MUNICIPAL HOME RULE LAW and upon filing in the office of the Secretary of State.

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

DATED: 

APPROVED BY:

County Executive of Suffolk County

Date:
DATE: AUGUST 31, 2017
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2017

TITLE: I.R. NO. -2017; A CHARTER LAW TO AUTHORIZE THE COUNTY COMPTROLLER TO CONDUCT SOLICITATIONS FOR UNDERWRITING SERVICES IN CONNECTION WITH PRIVATE SALES OF COUNTY NOTES

SPONSOR: PRESIDING OFFICER GREGORY

DATE OF RECEIPT BY COUNSEL: 8/28/2017  PUBLIC HEARING: 10/3/2017

DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED:

This proposed charter law would authorize the County Comptroller to solicit proposals for underwriting services with respect to the issuance and sale of general obligation indebtedness subject to the following:

1) As a condition precedent to the solicitation of proposals for underwriting services, the Comptroller would be required to develop written specifications, time limitations and criteria for such services and disseminate this information as widely as possible to the pertinent financial markets and communities.

2) After the proposals are received, the Comptroller will prepare a written evaluation and analysis of the proposals and make an award to a bidder or bidders whose proposal is in the best interests of the County. This written analysis will be provided to the County Executive and the members of the County Legislature.

This law is made subject to a permissive referendum.

GEORGE NOLAN
Counsel to the Legislature

GN:tm

s:\rule28\28-comptroller underwriting services
RESOLUTION NO. - 2017, ADOPTING LOCAL LAW NO. 
-2017, A LOCAL LAW REQUIRING RESTAURANTS TO 
PROVIDE MERCURY INFORMATION TO PATRONS

WHEREAS, there was duly presented and introduced to this County Legislature 
at a meeting held on , 2017, a proposed local law entitled, "A LOCAL LAW 
REQUIRING RESTAURANTS TO PROVIDE MERCURY INFORMATION TO PATRONS"; now, 
therefore be it

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

LOCAL LAW NO. -2017, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW REQUIRING RESTAURANTS TO PROVIDE 
MERCURY INFORMATION TO PATRONS

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 seafood and fish consumption, 
in moderation, is generally encouraged by the medical and nutrition community as part of a healthy diet.

This Legislature further finds that while seafood consumption is generally beneficial, some types of fish and seafood contain high levels of mercury.

This Legislature finds that mercury is a metal and neurotoxin found naturally in the environment and in fish and seafood.

This Legislature determines that mercury accumulates progressively in the human body over time.

This Legislature also finds that eating large quantities of fish that have high mercury levels will increase mercury levels in the human body. This can be dangerous, particularly for pregnant women, nursing mothers and young children.

This Legislature further finds that elevated mercury levels in the human body can cause significant damage to the central nervous system, gastrointestinal system and kidneys, with children being most at risk for detrimental effects.

This Legislature also determines that health problems from mercury poisoning can include vision problems, cognitive function impairments, ataxia, respiratory distress, tremors, hearing loss and gastrointestinal problems. Unborn children exposed to mercury in utero often exhibit low birth weight, seizure disorders, developmental delays and loss of vision and/or hearing. Children exposed to mercury can also develop acrochordia, a skin disease, or have kidney problems and intellectual delays or deficits.
This Legislature further determines that diners at restaurants frequently order fish or seafood offerings, but may not realize that their food could contain high levels of mercury.

This Legislature determines that a warning should be placed on the menus of any restaurant offering fish or seafood to inform consumers of the risks associated with consuming fish with high mercury content.

This Legislature finds that restaurants should also maintain copies of a chart prepared by the Food and Drug Administration on fish consumption, to be provided upon the request of a customer.

Therefore, the purpose of this law is to require restaurants serving fish or seafood to provide appropriate warnings on mercury consumption to its patrons.

Section 2. Definitions.

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

Person – any natural person, individual, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint stock association, or other entity or business of any kind.

Restaurant – any establishment that is open to the public in which the primary business is the sale of prepared food to consumers for consumption on premises.

Restaurant Owner – the owner, operator or manager or any other person supervising the operations of a restaurant.

Section 3. Requirements.

A. Restaurants that serve fish or shellfish shall place an advisory notice on their menus in close proximity to the fish or shellfish offerings stating:

"Warning: Fish and seafood may contain mercury, which can cause health problems if not consumed in moderation. If you would like information on the mercury content of fish and seafood, please ask you server for more information."

B. Restaurants that serve fish or shellfish shall maintain a minimum of one copy of "Advice About Eating Fish", attached hereto as Exhibit "A", to provide upon request to consumers seeking additional information on fish or shellfish.

Section 4. Enforcement: Rules and Regulations.

A. The provisions of this law shall be enforced by the Suffolk County Department of Health Services.

B. The Commissioner of the Department of Health Services shall promulgate rules and regulations relating to the implementation of this law.
Section 5. Penalties.

A. Any restaurant owner which violates this law shall be subject to a civil penalty of not less than $50 nor more than $500 for each violation. Each day that a restaurant is in violation shall be a separate and distinct violation.

B. No civil penalty shall be imposed until a hearing has been held by the Department of Health Services, providing the alleged violator with an opportunity to be heard.

Section 6. Applicability.

This law shall apply to all actions occurring on or after the effective date of this law.

Section 7. 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 8. 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-C109(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 9. Effective Date.

This law shall take effect 120 days following its filing in the Office of the Secretary of State.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
DATE: August 31, 2017
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2017

TITLE: I.R. NO. -2017; A LOCAL LAW REQUIRING RESTAURANTS TO PROVIDE MERCURY INFORMATION TO PATRONS

SPONSOR: LEG. KENNEDY

DATE OF RECEIPT BY COUNSEL: 8/31/2017 PUBLIC HEARING: 10/3/2017

DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED:

This proposed local law would require restaurants that serve fish or shellfish to place an advisory notice on their menu stating:

"Warning: Fish and seafood may contain mercury, which can cause health problems if not consumed in moderation. If you would like information on the mercury content of fish and seafood, please ask your server for more information."

Restaurants would also be required to maintain on premises a copy of the Food and Drug Administration’s flyer “Advice About Eating Fish”, to be made available to consumers upon request.

This law will be enforced by the Department of Health Services. Violations of this law will be subject to a civil penalty of no less than $50 nor more than $500 per violation. Civil penalties will not be imposed until a hearing has been held by the Department of Health Services, providing an alleged violator with an opportunity to be heard.

This law will take effect 120 days following its filing in the Office of the Secretary of State.

GEORGE NOLAN
Counsel to the Legislature

s:rule28/28-restaurant mercury warning
RESOLUTION NO. -2017, ADOPTING LOCAL LAW NO. -2017, A LOCAL LAW TO IMPROVE ALARM SYSTEM PERMITTING LAW

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2017, a proposed local law entitled, “A LOCAL LAW TO IMPROVE ALARM SYSTEM PERMITTING LAW”; now, therefore be it

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

LOCAL LAW NO. -2017, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO IMPROVE ALARM SYSTEM PERMITTING LAW

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 homes and businesses that fail to register their systems are subject to a penalty when their first false alarm occurs.

This Legislature finds that less than adequate notice was provided to the people of Suffolk County regarding the implementation of the alarm system permitting program and as a result, many Suffolk residents and business owners are still not aware of the County's alarm permitting requirements.

This Legislature further determines that the goals of the alarm permitting program are best achieved by emphasizing public education about the program and deemphasizing monetary penalties.

This Legislature finds that alarm system owners who have failed to obtain a permit for their system should be given the opportunity to avoid a monetary penalty when they are cited for their first false alarm by either registering or deactivating their alarm system.

Therefore, the purpose of this law is to allow an alarm system owner who has failed to obtain a permit for their system to avoid a monetary penalty for their first false alarm.
Section 2. Amendment.

Section 290-9 of the SUFFOLK COUNTY CODE is hereby amended as follows:


* * * *

B. An alarm owner that has failed to procure a permit from the Department as required by § 290-8 above shall be subject to fees different from a permitted alarm owner for false alarm notifications issued by the Department occurring within 12 consecutive months 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; this fee will be waived if the alarm owner registers their alarm or deactivates their alarm system within 30 days after receiving the false alarm notification.

* * * *

Nonresidential Building

1st false alarm

$100; this fee will be waived if the alarm owner registers their alarm or deactivates their alarm system within 30 days after receiving the false alarm notification.

* * * *

Section 3. Applicability.

This law shall apply to false alarm notifications issued 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 817.5(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 immediately upon its filing in the Office of the Secretary of State.

Underlining denotes addition of new language

DATED:

APPROVED BY:

________________________________________
County Executive of Suffolk County

Date:

s:\laws\l-improve-alarm-system-permitting
DATE: AUGUST 31, 2017
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2017

TITLE: I.R. NO. -2017; A LOCAL LAW TO IMPROVE ALARM SYSTEM PERMITTING LAW

SPONSOR: LEGISLATOR TROTTA

DATE OF RECEIPT BY COUNSEL: 8/29/2017 PUBLIC HEARING: 10/3/2017

DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED:

This local law would amend the County's alarm registration law to allow the owners of such systems, who fail to register their system with the County, avoid a fee for a first false alarm.

Specifically, this law would permit the owner of an unregistered alarm system who receives a first notification of a false alarm, to apply for a waiver of the normal $100 fee. The fee will be waived by the Police Department if the owner registers or deactivates the system within 30 days of receiving the false alarm notification.

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-permitting
RESOLUTION NO. - 2017, ACCEPTING AND APPROPRIATING FEDERAL PASS-THROUGH GRANT FUNDS FROM HEALTH RESEARCH, INC. IN THE AMOUNT OF $570,709 FOR THE PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PUBLIC HEALTH AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, Health Research, Inc. has awarded Suffolk County federal pass-through funds under the Public Health Emergency Preparedness Program ("PHEP") to be implemented by the Suffolk County Department of Health Services, Division of Public Health; and

WHEREAS, the PHEP will provide funds to the Department of Health Services for public health emergency preparedness with a focus on planning and assessment, surveillance, health alert notifications, risk communication, and education and training; and

WHEREAS, this grant has a start date of 7/01/17 and ends on 6/30/18 in which the County will receive 100% grant funding in the amount of $570,709 for the Public Health Emergency Preparedness Program; and

WHEREAS, said funds have not been included in the 2017 Operating Budget; and

WHEREAS, the PHEP grant included funding for the Department of Health Services to continue the employment of one (1) Medical Program Administrator (full-time); one (1) Forensic Scientist III (full-time); one (1) Public Health Nurse III (full-time); three (3) Public Health Nurse I (full-time); one (1) Office Systems Analyst II (full-time); one (1) Office Systems Analyst I (full-time); and

WHEREAS, these positions already exist unfunded in the 2017 Operating Budget in 001-HSV-4008 as position number 1000-0003 (Medical Program Administrator); 001-HSV-4010 as position numbers 4100-0110 (Forensic Scientist III); 4100-0100 (Public Health Nurse III); 4100-0140 (Public Health Nurse I); 4100-0150 (Public Health Nurse I); 2000-0031 (Public Health Nurse I); and

WHEREAS, these positions already exist and are partially funded in the 2017 Operating Budget in 016-ITS-1680 as position numbers 0200-0015 (Office Systems Analyst II); 0200-0018 (Office Systems Analyst I); now, therefore be it

1st RESOLVED, the County Comptroller be and hereby is authorized to accept $570,709 and appropriate said grant funds as follows:

PHEP - $570,709
# REVENUES

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>4035</td>
<td>4424</td>
<td>$570,709</td>
</tr>
</tbody>
</table>

# ORGANIZATIONS

Suffolk County Department of Health Services
Public Health Emergency Preparedness Program (PHEP)
003-HSV-4035 $570,709

## 1000-PERSONNEL SERVICES: $314,454

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4035</td>
<td>1110</td>
<td>0000</td>
<td>Interim Salaries</td>
<td>$294,387</td>
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<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4035</td>
<td>1130</td>
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<td>Temporary Salaries</td>
<td>$20,067</td>
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</table>

## 2000-EQUIPMENT: $21,138

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<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4035</td>
<td>2020</td>
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## 3000-SUPPLIES: $12,532

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<th>Fund</th>
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<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4035</td>
<td>3330</td>
<td>0000</td>
<td>Food</td>
<td>$1,000</td>
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<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4035</td>
<td>3500</td>
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<td>Other: Unclassified</td>
<td>$2,856</td>
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<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4035</td>
<td>3610</td>
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<td>Repair Office Equipment</td>
<td>$5,080</td>
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<td>003</td>
<td>HSV</td>
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<td>3660</td>
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<td>Service Contract – Misc.</td>
<td>$3,596</td>
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## 4000-CONTRACTUAL EXPENSES: $70,011

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<tr>
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<th>Budget Type</th>
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<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4035</td>
<td>4010</td>
<td>0000</td>
<td>Telephone &amp; Telegraph</td>
<td>$32,316</td>
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<tr>
<td>003</td>
<td>HSV</td>
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<td>Cellular Communications</td>
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<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4035</td>
<td>4330</td>
<td>0000</td>
<td>Travel Employee Contracts</td>
<td>$135</td>
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</table>
Employee Benefits

8000-EMPLOYEE BENEFITS: $152,574

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<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4035</td>
<td>8330</td>
<td>0000</td>
<td>Social Security</td>
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<td>8280</td>
<td>0000</td>
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<tr>
<td>003</td>
<td>HSV</td>
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<td>8380</td>
<td>0000</td>
<td>Welfare Fund</td>
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<tr>
<td>039</td>
<td>EMP</td>
<td>ODE</td>
<td>9060</td>
<td>8360</td>
<td>0000</td>
<td>Major Medical Claims</td>
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</table>

Interfund Transfer
Transfer to Employee Medical Health Plan
$81,571

9000-INTERFUND TRANSFERS: $81,571

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4035</td>
<td>9550</td>
<td>0000</td>
<td>TR To FD 039 Self Hlt Ins</td>
<td>$81,571</td>
</tr>
</tbody>
</table>

and be it further

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

REVENUES

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>039</td>
<td>IFT</td>
<td>E039</td>
<td>R003</td>
<td>$81,571</td>
</tr>
</tbody>
</table>

and be it further

3\textsuperscript{rd} RESOLVED, that the following positions be and they hereby are continued in the Department of Health Services and partially funded by the PHEP grant.

Department of Health Services

GRANT POSITIONS

<table>
<thead>
<tr>
<th>Position No.</th>
<th>Spec #</th>
<th>Position Title</th>
<th>JC</th>
<th>Gr</th>
<th>No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4008-1000-0003</td>
<td>2405</td>
<td>Medical Program Administrator</td>
<td>C</td>
<td>38</td>
<td>1</td>
</tr>
<tr>
<td>4010-4100-0100</td>
<td>2022</td>
<td>Public Health Nurse III</td>
<td>C</td>
<td>28</td>
<td>1</td>
</tr>
<tr>
<td>4010-4100-0110</td>
<td>2283</td>
<td>Forensic Scientist III</td>
<td>C</td>
<td>26</td>
<td>1</td>
</tr>
<tr>
<td>4010-4100-0140</td>
<td>2020</td>
<td>Public Health Nurse I</td>
<td>C</td>
<td>21</td>
<td>1</td>
</tr>
</tbody>
</table>
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# 37-2017
1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
</table>

Title of Proposed Legislation
Accepting and appropriating Federal pass-through grant funds from Health Research, Inc. in the amount of $570,709 for the Public Health Emergency Preparedness Program administered by the Suffolk County Department of Health Services, Division of Public Health and execute grant related agreements.

3. Purpose of Proposed Legislation
This legislation is needed to accept and appropriate Federal Aid from US Centers for Disease Control and Prevention passed through Health Research, Inc. to the Suffolk County Department of Health Services for the Public Health Emergency Preparedness Program.

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)

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
</tr>
<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
</tr>
</tbody>
</table>

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
Federal Aid passed through Health Research, Inc.

9. Timing of Impact
2017/2018

10. Typed Name & Title of Preparer
Susan Hodosky
Principal Financial Analyst

11. Signature of Preparer

Date
1/14/17

12. Signature of Budget Examiner

Date
8-24-17

SCIN FORM 175b (10/95)
I. Background Information

1. Grant Title
   Public Health Emergency Preparedness Program - BASE

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 Centers for Disease Control and Prevention (CDC), is the nationally designated lead agency for Public Health Emergency Preparedness. The Public Health Emergency Preparedness (PHEP) Grant is used to build critical capacities in five specified areas: (1) Planning and Assessment (2) Surveillance, (3) Health Alert Notification (4) Risk Communication, and (5) Education / Training. CDC Grant deliverables require that SCDHS develop, maintain and exercise the following plans: (a) Public Health Emergency Preparedness and Response Plan (PHEPR) that includes a Radiological Emergency Response Plan, (b) Strategic National Stockpile (SNS) Plan and (c) Medical Countermeasures (MCM) Plan. All of these documents are Annexes to the “Suffolk County All-Hazards Comprehensive Emergency Management Plan”(CEMP) that Suffolk County FRES is mandated, by law, to maintain.

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: 7/1/2017 To: 6/30/2018

2. Financial Assistance Requested

<table>
<thead>
<tr>
<th>Source</th>
<th>First Funding Cycle</th>
<th>Second Funding Cycle</th>
<th>Third Funding Cycle</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
</tr>
<tr>
<td>Federal</td>
<td>$ 570,709</td>
<td>100.0%</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private</td>
<td></td>
<td></td>
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<tr>
<td>County</td>
<td></td>
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<tr>
<td>Total</td>
<td>$ 570,709</td>
<td>100.0%</td>
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</table>
3. Explanation of Requested County Financial Assistance

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Requested</th>
<th>Personnel Costs Requested</th>
<th>Non-Personnel Costs Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL COUNTY SHARE</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

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.)? Revenue for this program would be reduced.

8. Attach as list of potential subcontractors, if any, outlining the purpose of each subcontract (that is, 455 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

SCIN FORM 164
<table>
<thead>
<tr>
<th>Category</th>
<th>Appropriation Number Grantor Funds</th>
<th>Appropriation Number County Funds</th>
<th>Appropriation Number In-Kind Contribution</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONAL SERVICES:</td>
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</tr>
<tr>
<td>1100 Permanent Salaries</td>
<td>$314,454</td>
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</tr>
<tr>
<td>1110 Interim Salaries</td>
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<td>294,387</td>
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<tr>
<td>1130 Temporary Salaries</td>
<td></td>
<td>20,067</td>
<td></td>
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</tr>
<tr>
<td>EQUIPMENT:</td>
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<tr>
<td>2010 Furniture</td>
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<tr>
<td>2020 Office Machines</td>
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<tr>
<td>2070 Cameras &amp; Photographic</td>
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<tr>
<td>2080 Medical, Dental, Lab, Equip</td>
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<tr>
<td>2440 Instructional Equipment</td>
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<tr>
<td>2500 Other Equip. Unclassified</td>
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<tr>
<td>SUPPLIES, MATERIALS, OTHER</td>
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<tr>
<td>3010 Office Supplies</td>
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<td>3026 Postage</td>
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<td>3040 Printing</td>
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<tr>
<td>3070 Memberships &amp; Subscript.</td>
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<td>3100 Instructional Supplies</td>
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<td>3160 Computer Software</td>
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<td>3370 Medical, Dental, Lab Supp.</td>
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<td>3500 Other Unclassified</td>
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<td>3510 Rent: Business Machines</td>
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<tr>
<td>3610 Repair Office Equipment</td>
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<tr>
<td>3660 Service Contracts - Misc</td>
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<tr>
<td>3680 Repairs, Special Equip</td>
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<tr>
<td>UTILITIES:</td>
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<td>4010 Telephone &amp; Telegraph</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>4015 Cellular Communications</td>
<td></td>
<td>37,560</td>
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<td>TRAVEL:</td>
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<tr>
<td>4330 Travel: Employee Contracts</td>
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<tr>
<td>4340 Travel Other Contracts</td>
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<td></td>
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<tr>
<td>Category</td>
<td>Appropriation Number Grantor Funds</td>
<td>Appropriation Number County Funds</td>
<td>Appropriation Number In-Kind Contribution</td>
<td>Remarks</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-----------------------------------</td>
<td>-----------------------------------</td>
<td>------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>FEES FOR SERVICES:</td>
<td></td>
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I certify that the above in-kind contributions are not currently being used to support other Grants.

Signature of Project Director
Privileged and Confidential - Interoffice/Intra-Agency Communication - Not Subject to Foil Disclosure - Not for Distribution

James L. Tomarken, MD, MPH, MBA, MSW
Commissioner
Suffolk County Department of Health Services
3500 Sunrise Highway, Suite 124
P.O. Box 9006
Great River, NY 11739-9006
tel: 631-854-0100
fax: 631-854-0108

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From: LHD2-L@LISTSERV.HEALTH.STATE.NY.US [mailto:LHD2-L@LISTSERV.HEALTH.STATE.NY.US] On Behalf Of

Sent: Friday, April 14, 2017 1:55 PM
To: LHD2-L@LISTSERV.HEALTH.STATE.NY.US
Subject: IMPORTANT NOTICE: Public Health Emergency Preparedness Contracts

Dear Partners in Emergency Preparedness,

As of July 1, 2017 we will begin a new Public Health Emergency Preparedness contract. Unlike the last five years, this contract will have a one-year term.

Attached please find the documents needed to submit your budget for the period of 7/1/17 – 6/30/18. Please develop your budget request utilizing your 2016-2017 approved budget as a guide. The Excel template provided in this email performs roll-up calculations and automatically transfers totals to the summary page. Please do not use old versions of the template, as recent changes have been made.

In an effort to make this process as easy as possible, the documents listed below are attached to assist you in preparing your budget:
• 2017-2018 Funding Table
• Budget Template for 2017-2018, Base only (Excel)
• Budget Template for 2017-2018, Base and CRI (Excel)
• Meeting Expense Guidelines
• Helpful Hints for developing your budget

Contract deliverables for 2017-2018 will be sent under separate cover.

Please return the completed budget electronically to btlhd@health.ny.gov as soon as possible, but no later than 6/1/17. If you are unable to meet this deadline, please notify us at btlhd@health.ny.gov.

Scott Bieg
Grants Administration
150 Broadway, Suite 516
Menands, NY 12204-2719
(518) 408-2063
Scottr.bieg@health.ny.gov
<table>
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PRIVILEGED AND CONFIDENTIAL
INTER-OFFICE/INTRA-AGENCY COMMUNICATION
NOT SUBJECT TO FOIL DISCLOSURE

To:       James L. Tomarken, MD, MPH, MBA, MSW
_revised to_ Commissioner

From:     Bruce Wladyka
Principal Financial Analyst, Patient Care Division

Date:     May 30, 2017

Subject:  Request for Introductory Resolution for the PHEP Base Grant (7/1/17 – 6/30/18); $570,709

Please request a legislative Introductory Resolution to appropriate funds for the PHEP Base Grant (7/1/17 – 6/30/18); $570,709

Program Description:

In response to the need to prepare for, and respond to, naturally occurring widespread illness, concurrent with ongoing threat of the potential use of biological, chemical or radiological agents against our citizens, Suffolk County continues to join the federal and State governments in the shared commitment to upgrading preparedness, readiness, and defenses against epidemics/pandemics and the accidental or intentional release of radiological, biological or chemical agents. The Centers for Disease Control and Prevention (CDC), the nationally designated lead agency, provides funding to the NY State Department of Health Office of Emergency Preparedness (OHEP).

The Public Health Emergency Preparedness (PHEP) Grant is used to build critical capacities in five (5) specified areas:

1) Planning and Assessment;
2) Surveillance;
3) Health Alert Network (HAN) and NYS DOH IHANS Technology;
4) Risk Communication; and
5) Education and Training.
The grant provides reimbursement for:

- A percentage of salaries and fringe for Public Health Emergency Preparedness staff
- Recurring expenses related to Public Health Emergency Preparedness, including but not limited to: smartphone and satellite phone service, aircard service, alternate internet service, basic cable television service, teleconferencing service, blast fax service, copier lease, pharmacy alarms for temperature as well as for security, PEACH maintenance, Public Health Hotline service, Public Health Hotline, maintenance, Public Health Hotline temp, and a crew leader

cc: Susan Hodosky, Principal Financial Analyst
TITLE OF BILL: Accepting and appropriating Federal pass-through Grant funds from Health Research, Inc. in the amount of $570,709 for the Public Health Emergency Preparedness Program administered by the Suffolk County Department of Health Services, Division of Public Health and execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate Federal Aid from US Centers for Disease Control and Prevention passed through Health Research, Inc. to the Suffolk County Department of Health Services for the Public Health Emergency Preparedness Program.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: These grant funds will be used for public health emergency preparedness with a focus on planning and assessment, surveillance, health alert notifications, risk communication, and education and training.

FISCAL IMPLICATIONS: Additional Federal grant funds will be added to the 2017 Adopted Operating Budget.
July 7, 2017

Katie Horst, Director of Intergovernmental Relations
County Executive's Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Ms. Horst:

I request the introduction of the enclosed Resolution to accept and appropriate Federal pass-through grant funds from Health Research, Inc. in the amount of $570,709 for the Public Health Emergency Preparedness Program administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements. These grant funds will be used for emergency preparedness with a focus on planning and assessment, surveillance, health alert notifications, risk communication, and education and training.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Bruce Wladyka at 854-0231. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-PHEP Base.docx."

Sincerely,

[Signature]

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
   Shaheda Iftikhar, MD, Director of Public Health
   Robert Delagi, Coordinator of Emergency Medical Services
   Susan Hodosky, Principal Financial Analyst
### GENERAL FUND

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### POLICE DISTRICT AND DISTRICT COURT

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### COMBINED

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**Notes:**

1. Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2015.

To be completed by the Executive Budget Office
RESOLUTION NO. - 2017, ACCEPTING AND APPROPRIATING FEDERAL PASS - THROUGH GRANT FUNDS FROM HEALTH RESEARCH, INC. IN THE AMOUNT OF $85,690 FOR THE PUBLIC HEALTH EMERGENCY PREPAREDNESS - CITIES READINESS INITIATIVE (CRI) PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PUBLIC HEALTH AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, Health Research, Inc. has awarded Suffolk County federal pass-through funds under the Public Health Emergency Preparedness-CRI Program ("PHEP-CRI") to be implemented by the Suffolk County Department of Health Services, Division of Public Health; and

WHEREAS, the PHEP-CRI will provide funds to the Suffolk County Department of Health Services to support planning and assessment, surveillance, health alert notifications, risk communication, and education and training; and

WHEREAS, this grant has a start date of 7/01/17 and ends on 6/30/18 in which the County will receive 100% grant funding in the amount of $85,690 for the Public Health Emergency Preparedness Program; and

WHEREAS, said funds have not been included in the 2017 Operating Budget; and

WHEREAS, the PHEP-CRI grant includes funding for the Department of Health Services to continue the employment of one (1) Public Health Nurse II (full-time); and

WHEREAS, this position already exists unfunded in the 2017 Operating Budget in 001-HSV-4010 as position number 4100-0140 (Public Health Nurse II); now, therefore be it

1st RESOLVED, the County Comptroller be and hereby is authorized to accept $85,690 and appropriate said grant funds as follows:

| PHEP-CRI | $85,690 |

REVENUES

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ORGANIZATIONS

Suffolk County Department of Health Services
Public Health Emergency Preparedness - CRI Program (PHEP)
003-HSV-4036 $85,690

1000-PERSONNEL SERVICES: $56,439

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8000-EMPLOYEE BENEFITS: $29,251

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Interfund Transfer
Transfer to Employee Medical Health Plan
$14,882

9000-INTERFUND TRANSFERS: $14,882

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<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4036</td>
<td>9550</td>
<td>0000</td>
<td>TR To FD 039 Self Htl Ins.</td>
<td>$14,882</td>
</tr>
</tbody>
</table>

and be it further

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

REVENUES

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>039</td>
<td>IFT</td>
<td>E039</td>
<td>R003</td>
<td>$14,882</td>
</tr>
</tbody>
</table>
and be it further

3rd RESOLVED, that the following position be and they hereby is continued in the Department of Health Services and partially funded by the PHEP-CRI grant.

Department of Health Services

GRANT POSITION

<table>
<thead>
<tr>
<th>Position No.</th>
<th>Spec #</th>
<th>Position Title</th>
<th>JC</th>
<th>Gr</th>
<th>No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>4010-4100-0140</td>
<td>2020</td>
<td>Public Health Nurse II</td>
<td>C</td>
<td>24</td>
<td>1</td>
</tr>
</tbody>
</table>

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 (CEO) 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# 40-2017
1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
</table>

Title of Proposed Legislation
Accepting and appropriating Federal pass through grant funds from Health Research, Inc. in the amount of $85,690 for the Public Health Emergency Preparedness-Cities Readiness Initiative (CRI) 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 Federal Aid from US Centers for Disease Control and Prevention passed through Health Research, Inc. to the Suffolk County Department of Health Services for the Public Health Emergency Preparedness, Cities Readiness Initiative.

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

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

<table>
<thead>
<tr>
<th>Category</th>
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</thead>
<tbody>
<tr>
<td>County</td>
</tr>
<tr>
<td>Village</td>
</tr>
<tr>
<td>Library District</td>
</tr>
<tr>
<td>Town</td>
</tr>
<tr>
<td>School District</td>
</tr>
<tr>
<td>Economic Impact</td>
</tr>
<tr>
<td>Other (Specify): Fire District</td>
</tr>
</tbody>
</table>

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% Federal Aid passed through Health Research, Inc.

9. Timing of Impact
2017/2018

10. Typed Name & Title of Preparer
    **Susan Hodosky,**
    **Principal Financial Analyst**

11. Signature of Preparer
    **[Signature]**

Date
7/7/17

12. Date
    8/24/17

SCIN FORM 175b (10/95)
COORDINATION OF GRANT APPLICATION OR CONTRACT  
County of Suffolk  
6/5/2017 

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 an asterisk (*) in the item box and attach additional information on an 8 1/2" x 11" sheet cross-referenced to the item.

I. Background Information

1. Grant Title 
Public Health Emergency Preparedness Program - CRI

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)

3. Grant / Contract Status (Check One Box)
   - A. New Program Application
   - B. Renewal Application [X]
   - 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 Centers for Disease Control and Prevention (CDC), is the nationally designated lead agency for Public Health Emergency Preparedness. The Public Health Emergency Preparedness (PHEP) Grant is used to build critical capacities in five specified areas: (1) Planning and Assessment (2) Surveillance, (3) Health Alert Notification (4) Risk Communication, and (5) Education / Training. CDC Grant deliverables require that SCDHS develop, maintain and exercise the following plans: (a) Public Health Emergency Preparedness and Response Plan (PHEPR) that includes a Radiological Emergency Response Plan, (b) Strategic National Stockpile (SNS) Plan and (c) Medical Countermeasures (MCM) Plan. All of these documents are Annexes to the "Suffolk County All-Hazards Comprehensive Emergency Management Plan"(CEMP) that Suffolk County FRES is mandated, by law, to maintain.

5. County Departments / Agencies Affected (Include any with similar operational programs, regardless of their eligibility for the program.)

   NONE

II. Budget Information

1. Term of Contract 
   From: 7/1/2017  
   To: 6/30/2018

2. Financial Assistance Requested

<table>
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<tr>
<th>Source</th>
<th>First Funding Cycle</th>
<th>Second Funding Cycle</th>
<th>Third Funding Cycle</th>
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<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
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<tr>
<td>Federal</td>
<td>$85,690</td>
<td>100.0%</td>
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</tr>
<tr>
<td>State</td>
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<tr>
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<td></td>
<td></td>
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<tr>
<td>County</td>
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<tr>
<td>Total</td>
<td>$85,690</td>
<td>100.0%</td>
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</table>
### 3. Explanation of Requested County Financial Assistance

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Requested</th>
<th>Personnel Costs Requested</th>
<th>Non-Personnel Costs Requested</th>
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</thead>
<tbody>
<tr>
<td>TOTAL COUNTY SHARE</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Total Number of New Positions Requested</td>
<td>NONE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Can this program be refunded by the Proposed Non-County Sources?</td>
<td>Yes X</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>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.)</td>
<td>NONE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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.)?</td>
<td>Revenue for this program would be reduced.</td>
<td></td>
<td></td>
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</table>

### III. COUNTY EXECUTIVE'S OFFICE REVIEW

<table>
<thead>
<tr>
<th>1. Intergovernmental Relations Division Review</th>
<th>2. Signature of Coordinator</th>
<th>3. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved</td>
<td></td>
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<tr>
<td>Disapproved</td>
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</table>

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>Disapproved</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Comments</th>
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<tbody>
<tr>
<td>Category</td>
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<tr>
<td>--------------------------------</td>
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<tr>
<td>PERSONAL SERVICES:</td>
</tr>
<tr>
<td>1100 Permanent Salaries</td>
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<tr>
<td>1110 Interim Salaries</td>
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<tr>
<td>1130 Temporary Salaries</td>
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<td>EQUIPMENT:</td>
</tr>
<tr>
<td>2010 Furniture</td>
</tr>
<tr>
<td>2020 Office Machines</td>
</tr>
<tr>
<td>2070 Cameras &amp; Photographic</td>
</tr>
<tr>
<td>2080 Medical, Dental, Lab, Equip</td>
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<tr>
<td>2440 Instructional Equipment</td>
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<tr>
<td>2500 Other Equip: Unclassified</td>
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<tr>
<td>SUPPLIES, MATERIALS, OTHER</td>
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<tr>
<td>3010 Office Supplies</td>
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<td>3020 Postage</td>
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<tr>
<td>3040 Printing</td>
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<tr>
<td>3070 Memberships &amp; Subscr.</td>
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<tr>
<td>3100 Instructional Supplies</td>
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<td>3160 Computer Software</td>
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<tr>
<td>3330 Food</td>
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<tr>
<td>3370 Medical, Dental, Lab Supp.</td>
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<tr>
<td>3500 Other Unclassified</td>
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<tr>
<td>3510 Rent: Business Machines</td>
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<tr>
<td>3610 Repair Office Equipment</td>
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<tr>
<td>3660 Service Contracts - Misc</td>
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<tr>
<td>3680 Repairs, Special Equip</td>
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<tr>
<td>UTILITIES:</td>
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<tr>
<td>4010 Telephone &amp; Telegraph</td>
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<tr>
<td>TRAVEL:</td>
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<tr>
<td>4330 Travel Employee Contracts</td>
</tr>
<tr>
<td>4340 Travel Other Contracts</td>
</tr>
<tr>
<td>Category</td>
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<td>-----------------------------------</td>
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<td></td>
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<tr>
<td>FEES FOR SERVICES:</td>
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<tr>
<td>4560: Fees for Services, Non-</td>
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<tr>
<td>Employees</td>
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<td>Suffolk County Veterinary Group</td>
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<td>contracted Services (List)</td>
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<td>EMPLOYEE BENEFITS:</td>
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<td>8280 Retirement</td>
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<tr>
<td>8300 Insurance: Worker’s</td>
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<tr>
<td>Compensation</td>
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<tr>
<td>8330 Social Security</td>
</tr>
<tr>
<td>8380 Health Insurance</td>
</tr>
<tr>
<td>8380 Dental Insurance</td>
</tr>
<tr>
<td>OTHER: (List Source &amp; Brief</td>
</tr>
<tr>
<td>Explanation)</td>
</tr>
</tbody>
</table>

I certify that the above in-kind contributions are not currently being used to support other Grants. 

Signature of Project Director
Dear Partners in Emergency Preparedness,

As of July 1, 2017 we will begin a new Public Health Emergency Preparedness contract. Unlike the last five years, this contract will have a one-year term. Attached please find the documents needed to submit your budget for the period of 7/1/17 - 6/30/18. Please develop your budget request utilizing your 2016-2017 approved budget as a guide. The Excel template provided in this email performs roll-up calculations and automatically transfers totals to the summary page. Please do not use old versions of the template, as recent changes have been made.

In an effort to make this process as easy as possible, the documents listed below are attached to assist you in preparing your budget:

- 2017-2018 Funding Table
- Budget Template for 2017-2018; Base only (Excel)
- Budget Template for 2017-2018; Base and CRI (Excel)
- Meeting Expense Guidelines
- Helpful Hints for developing your budget

Contract deliverables for 2017-2018 will be sent under separate cover.

Please return the completed budget electronically to btdhd@health.ny.gov as soon as possible, but no later than 6/1/17. If you are unable to meet this deadline, please notify us at btdhd@health.ny.gov.

Scott Bieg
Grants Administration
150 Broadway, Suite 516
Menands, NY 12204-2719
(518) 408-2063
scott.bieg@health.ny.gov
<table>
<thead>
<tr>
<th>County</th>
<th>2010 Total Population</th>
<th>Base Award</th>
<th>CRI Award</th>
<th>Total Award</th>
</tr>
</thead>
<tbody>
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<td>Albany</td>
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<td>$157,740</td>
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<td>Allegany</td>
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<td>200,600</td>
<td>$121,761</td>
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<td><strong>$6,429,356</strong></td>
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PRIVILEGED AND CONFIDENTIAL
INTER-OFFICE/INTRA-AGENCY COMMUNICATION
NOT SUBJECT TO FOIL DISCLOSURE

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

From: Bruce Wladyka
Principal Financial Analyst

Date: June 6, 2017

Subject: Request for Introductory Resolution for the PHEP Cities Readiness Initiative (CRI) Grant (7/1/17 – 6/30/18); $85,690

Please request a legislative Introductory Resolution to appropriate funds for the PHEP Cities Readiness Initiative (CRI) Grant (7/1/17 – 6/30/18); $85,690

Program Description:

The Cities Readiness Initiative (CRI) is a federally funded program to aid cities in increasing their capacity to deliver medicines and medical supplies during a large-scale public health emergency such as a bioterrorism attack or a nuclear accident. CRI funding is also intended to further support the Public Health Emergency and Preparedness and Response program which was designed to protect the nation against bio-terrorism and to strengthen the public health response. Grant funding has provided direct assistance to select cities and municipalities to help them increase their abilities to receive and dispense medicine and medical supplies from the Strategic National Stockpile (SNS). The County’s PHEP and SNS Plans are consistent with plans from other levels of government (federal, state) that will ensure a consistent, effective and timely response in the event of a large-scale public health emergency.

The grant provides reimbursement for:

- A percentage of salaries and fringe for CRI and Public Health Emergency Preparedness staff

cc: Susan Hodosky, Principal Financial Analyst
TITLE OF BILL: Accepting and appropriating Federal pass-through grant funds from Health Research, Inc. in the amount of $85,690 for the Public Health Emergency Preparedness-Cities Readiness Initiative (CRI) 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 Federal Aid from US Centers for Disease Control and Prevention passed through Health Research, Inc. to the Suffolk County Department of Health Services for the Public Health Emergency Preparedness, Cities Readiness Initiative.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: These grant funds will be used for emergency preparedness with a focus on planning and assessment, surveillance, health alert notifications, risk communication, and education and training.

FISCAL IMPLICATIONS: Additional Federal grant funds will be added to the 2017 Adopted Operating Budget.
July 7, 2017

Katie Horst, Director of Intergovernmental Relations
County Executive’s Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Ms. Horst:

I request the introduction of the enclosed Resolution to accept and appropriate Federal pass-through grant funds from Health Research, Inc. in the amount of $85,690 for the Public Health Emergency Preparedness-Cities Readiness Initiative (CRI) program administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements. These grant funds will be used for emergency preparedness with a focus on planning and assessment, surveillance, health alert notifications, risk communication, and education and training.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Bruce Wladyka 854-0231. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is “Reso-HSV-PHEP CRI.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
   Shaheda Ifikhar, MD, Director of Public Health
   Robert Delagi, Coordinator of Emergency Medical Services
   Susan Hodosky, Principal Financial Analyst
## GENERAL FUND

<table>
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<tr>
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<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FV Tax Rate Per $1000</th>
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<tbody>
<tr>
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## POLICE DISTRICT AND DISTRICT COURT

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## COMBINED

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**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.

Page 2 of 2

To be completed by the Executive Budget Office
RESOLUTION NO. -2017, RETURNING TO THE COUNTY A PARCEL OF LAND PREVIOUSLY TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF BABYLON

WHEREAS, Suffolk County Administrative Code § A36-2 (B) sets forth the criteria for New York State General Municipal Law § 72-h transfers for Affordable Housing and that pursuant to § A36-2 (B) (2) (a) (1) (d) and § A36-2 (B) (2) (a) (2) (d) construction must be completed and occupancy established within three years of the date of the transfer; and

WHEREAS, Suffolk County Administrative Code § A36-2 (B) allows for an extension of time for construction and occupancy where the three year period is exhausted; said extension shall not exceed two two-year extensions unless approved by duly enacted resolution; and

WHEREAS, the County of Suffolk transferred one (1) parcel of property, identified in Schedule “A” annexed hereto, to the Town of Babylon for affordable housing development and occupancy; and

WHEREAS, occasionally conditions beyond reasonable control arise preventing the development of affordable housing; and

WHEREAS, the Town of Babylon wishes to return the parcel identified in Schedule “A” to the County; now, therefore be it

1st RESOLVED, the Director of Real Estate is hereby authorized and empowered to take such actions as are necessary to return ownership of the parcels identified in Schedule “A” to the County; and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County
<table>
<thead>
<tr>
<th>Schedule A</th>
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1. **Type of Legislation**

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<tr>
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<th>Charter Law</th>
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2. **Title of Proposed Legislation**

**RESOLUTION NO.** -2017, RETURNING TO THE COUNTY A PARCEL OF LAND PREVIOUSLY TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF BABYLON

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)

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
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</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
</tr>
<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
</tr>
</tbody>
</table>

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**

   Jason Smagin  
   Acting Director of Real Estate

11. **Signature of Preparer**

12. **Date**

   7/11/17

---

**SCIN FORM 175b (10/95)**

**Diane Weyer**  
Chief Financial Analyst

---

**Date: 8/23/17**
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**Police District and District Court**

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**Combined**

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<tbody>
<tr>
<td>TOTAL</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Notes:**
1) Source for Number of Family Parcels and Corresponding Assessed Valuation: Suffolk County Real Property, 2016.
3) Source for Equalization Rates: 2016 County Equalization Rates established by the New York State Board of Equalization and Assessments.

Page 2 of 2

To be completed by the Executive Budget Office.
TITLE OF BILL:

RESOLUTION NO. -2017, RETURNING TO THE COUNTY A PARCEL OF LAND PREVIOUSLY TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF BABYLON.

PURPOSE OF GENERAL IDEA OF BILL:

This legislation is needed to return to the County a parcel previously transferred through the 72-H program to the Town of Babylon.

SUMMARY OF SPECIFIC PROVISIONS:

None.

JUSTIFICATION:

Occasionally conditions beyond reasonable control arise preventing the development of affordable housing. For this reason, the Town has requested to return the parcel to the County. Said return requires a duly enacted resolution as authorized in Section 36 of the Suffolk County Administrative Code.

FISCAL IMPLICATIONS:

N/A
MEMORANDUM

TO: Katie Horst, Intergovernmental Relations

FROM: Jason Smagin, Acting Director of Real Estate
       Department of Economic Development and Planning

DATE: July 14, 2017

RE: RESOLUTION RETURNING TO THE COUNTY A PARCEL OF LAND
PREVIOUSLY TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE
HOUSING PROGRAM TO THE TOWN OF BABYLON

The Department of Economic Development and Planning requests the attached resolution returning a parcel of land previously transferred pursuant to the 72-H affordable housing program to be Laid on the Table at the September 6, 2017 General Meeting of the Legislature.

Attached please find the required supporting documentation. Electronic files have been filed as required.

Thank you.
RESOLUTION NO. - 2017, AUTHORIZING EXECUTION
OF A LAW ENFORCEMENT OFFICER REIMBURSEMENT SUB-
RECIPIENT AGREEMENT WITH THE TOWN OF ISLIP FOR
LONG ISLAND MACARTHUR AIRPORT

WHEREAS, the Town of Islip ("Town") owns and operates Long Island MacArthur
Airport, and the United States Transportation Safety Administration (TSA) requires airport
operators to provide police personnel to ensure the safety of the users of airports; and

WHEREAS, the Town does not have a police force to provide protection; and

WHEREAS, the Suffolk County Police Department can assist with necessary law
enforcement for Long Island MacArthur Airport for which the TSA provides funds; and

WHEREAS, the Town has received an award under the TSA Law Enforcement
Officer Reimbursement Program for the period 4/1/16 through 12/31/18; and

WHEREAS, both the Town and the County desire to enter into an agreement for
the purpose of reimbursing the County an equal share of such monies as the Town receives for
law enforcement expenses associated with the operation of the airport; now, therefore be it

1st RESOLVED, the Legislature authorizes the County to accept the award for the Law
Enforcement Officer Program under the TSA; and be it further

2nd RESOLVED, that the County Executive, or his designee is authorized to execute
an Agreement with the Town; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review
Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action
pursuant to Section 617.5(C)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND
REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK
ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies,
procedures, and legislative decisions in connection with continuing agency administration,
management and information collection. The Suffolk County Council on Environmental Quality
(CEO) is hereby directed to circulate any appropriate SEQRA notices of determination of non-
applicability or non-significance in accordance with this law.

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County

Date of Approval:
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

<table>
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2. Title of Proposed Legislation

AUTHORIZING EXECUTION OF A LAW ENFORCEMENT OFFICER REIMBURSEMENT SUB-RECIPIENT AGREEMENT WITH THE TOWN OF ISLIP FOR LONG ISLAND MACARTHUR AIRPORT.

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)

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village</td>
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<td>Other (Specify):</td>
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<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
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6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

This grant provides $321,600

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

The grant period is from 4/1/16 – 12/31/18

8. Proposed Source of Funding

Town of Islip and the TSA

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer

Tricia Saunders
Principal Research Analyst

11. Signature of Preparer

12. Date

August 25, 2017

SCIN FORM 175b (10/95) Page 1 of 2
### General Fund

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### Police District and District Court

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**Notes:**
1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2015.
3) Source for equalization rates: 2015 County equalization rates established by the New York State Board of Equalization and Assessments.
2017 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title of Bill: AUTHORIZING EXECUTION OF A LAW ENFORCEMENT OFFICER REIMBURSEMENT SUB-RECIPIENT AGREEMENT WITH THE TOWN OF ISLIP FOR LONG ISLAND MACARTHUR AIRPORT

PURPOSE OR GENERAL IDEA OF BILL: To provide reimbursement for necessary law enforcement services at Long Island MacArthur Airport under the U.S. Transportation Security Administration (TSA) Law Enforcement Officer Reimbursement Program.

SUMMARY OF SPECIFIC PROVISIONS: The Town of Islip and the County desire to enter into an Agreement to provide reimbursement for law enforcement services at Long Island MacArthur Airport.

JUSTIFICATION: The Town of Islip does not have its own police force to provide protection for the safety of travelers at Long Island MacArthur Airport. The Department can assist with providing necessary law enforcement services at the airport.

FISCAL IMPLICATIONS: The proposed contract would have a term of 4/1/16 through 12/31/2018. The total award for the term is $321,600.00.
June 30, 2017

Katie Horst  
Director of Intergovernmental Relations  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, NY 11788

Re: Legislative proposal authorizing the County to enter into a sub-recipient agreement with the Town of Islip under the US Transportation Security Administration Law Enforcement Officers Reimbursement Program

Dear Katie:

I respectfully request that the County Executive propose the attached legislative resolution authorizing the County Executive to enter into an agreement between and the County of Suffolk. The proposed resolution will allow the Suffolk County Police Department to enter into an Agreement with the Town of Islip for reimbursement of police services at MacArthur airport.

Enclosed is the hard copy request for a resolution (SCIN 175a) along with the draft resolution and fiscal impact statement (SCIN 175b).

An e-mail version was sent on June 30, 2017, to CE RESO REVIEW under the title Reso-SCPD-Agreement with .

Very truly yours,

[Signature]

Timothy D. Sini  
Police Commissioner

ACCREDITED LAW ENFORCEMENT AGENCY  
Visit us online at: www.suffolkpd.org  
Crime Stoppers Confidential Tip Hotline: 1-800-220-TIPS  
Non-Emergencies Requiring Police Response - Dial: (631) 852-COPS  
30 Yaphank Avenue, Yaphank, New York 11980 – (631) 852-6000
Resolved, that the Director of Real Estate, and/or his designee is hereby authorized to execute and acknowledge a quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions provided herein to said Town of Brookhaven for the sum of $1,198.66 which is the amount of the County's investment plus the pro rata share of the current tax adjustment due at closing; and be it further

Resolved, that the Town of Brookhaven will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for General Municipal purposes; with all right title and interest reverting to the County of Suffolk in the event that the Town of Brookhaven, at any time, uses or attempts to use said subject parcel for other than General Municipal purposes or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for General Municipal purposes; and be it further
3rd RESOLVED, that said quitclaim deed tendered by the Director of Real Estate, and/or his designee, pursuant to this resolution, shall contain a reverter clause declaring that title to the above-described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

4th RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of the law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a) (1).

DATED: ______________________

APPROVED BY:

County Executive of Suffolk County

Date of Approval:
ADOPTED
BY THE BROOKHAVEN TOWN BOARD

RESOLUTION NO. 2016-0213
MEETING: MARCH 10, 2016

AMENDING RESOLUTION NO. 2016-0159 ENTITLED "AUTHORIZATION TO ACQUIRE A VACANT PARCEL OF SUFFOLK COUNTY OWNED LAND FOR OPEN SPACE PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW – CLINTON AVENUE, BELLPORT (SCTM 0200-976.00-01.00-055.000)"

WHEREAS, Resolution No. 2016-0159 authorized the acquisition of a parcel of real property for open space purposes located on Clinton Avenue, Bellport, further identified as SCTM No. 0200-976.00-01.00-055.000, from the County of Suffolk to the Town of Brookhaven for a total consideration not to exceed $1,198.66 plus pro-rata taxes at the time of closing; and

WHEREAS, said resolution is hereby amended to correct the purpose to state for "general municipal purposes";

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Brookhaven that Resolution No. 2016-0159 is hereby amended to correct the purpose to state for "general Municipal purposes"; and be it further

RESOLVED that all the other terms and conditions of Resolution No. 2016-0159 shall remain unchanged.
MEETING OF: MARCH 10, 2016

MOVED BY COUNCILMEMBER: MICHAEL LOGUERCIO JR.

REVISED: MARCH 1, 2016 11:49 AM

SHORT TITLE: AMENDING RESOLUTION NO. 2016-0159 ENTITLED “AUTHORIZATION TO ACQUIRE A VACANT PARCEL OF SUFFOLK COUNTY OWNED LAND FOR OPEN SPACE PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW – CLINTON AVENUE, BELLPORT (SCTM 0200-976.00-01.00-055.000)”

DEPARTMENT: LAW

REASON: To correct the purpose to state for "general municipal purposes"

Financial Impact: $1,198.66 plus pro rated taxes and closing costs - Account H1420 3080 5LC01 (Land Acquisition - Condemnations & Drainage)

SEQRA REQUIRED: NO

PERMISSIVE REFERENDUM: NO

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</table>
SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building - 2nd Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, New York 11788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

Tax Map No.: 0200-976.00-01.00-055.000

Section 72-h, Gen'l Municipal Law

County Investment $1,198.66

PURPOSE:

A. Open Space

B. Town Parks

C. Road/Highway

D. Drainage/Recharge Basin

E. Other

Wayne R. Thompson
Property Manager
(631) 853-5971

WRT:slb
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
SPONSOR'S MEMO FOR COUNTY LEGISLATION

Resolution Title:
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM NO. 0200-976.00-01.00-055.000)

Purpose/Justification of Request:
Section 72-h Gen'l Municipal Law

Specify Where Applicable:

1. Is request due to change in law? Yes__ No X. 
   If yes, please explain:

2. Has this resolution been submitted previously? Yes__ No X. 
   If yes, give I.R. #, attach copy and reason for resubmittal:

3. Is backup attached? Yes X No__

4. Is this resolution subject to SEQRA review? Yes__ No X

Fiscal Information:

Anticipated Revenue: $1,198.66
County Investment: $1,198.66

Contact Person: Wayne R. Thompson
Telephone Number: (631) 953-5971
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution   X   Local Law   ___   Charter Law   ____

2. Title of Proposed Legislation
   SALE OF COUNTY-OWNED REAL ESTATE
   PURSUANT TO SECTION 72-h OF THE
   GENERAL MUNICIPAL LAW
   (TOWN OF BROOKHAVEN)
   (SCTM NO. 0200-976.00-01.00-055.000)

3. Purpose of Proposed Legislation
   Convey County owned parcel to the Town of Brookhaven for General Municipal purposes

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

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

6. If the answer to item 4 is "yes", Provide detailed explanation of Impact
   Loss of sale at public auction

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

8. Proposed Source of Funding
   Unknown

9. Timing of Impact
   2017

10. Typed Name & Title of Preparer
    R.J. Bhatt
        Land Management Specialist

    Signature of Preparer
    Date
    [Signature]
    7/30/17

    [Signature]
    8/23/17
<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 RATE PER $1000</th>
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</thead>
<tbody>
<tr>
<td>GENERAL FUND</td>
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<td></td>
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<tr>
<td>TOTAL</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>POLICE DISTRICT AND DISTRICT COURT</td>
<td></td>
<td></td>
<td></td>
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<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>TOTAL</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
</tbody>
</table>

**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
2017 INTRAGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL:

SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM NO. 0200-976.00-01.00-055.000)

PURPOSE OR GENERAL IDEA OF BILL:

Sale to the Town of Brookhaven of 25' x 100' vacant land approximately 0.057 acre for use in General Municipal purpose.

SUMMARY OF SPECIFIC PROVISIONS:

Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations.

JUSTIFICATION:

Attached Town Board resolution to transfer to the Town of Brookhaven.

FISCAL IMPLICATIONS:

County Investment repaid.
Katie Horst  
Intergovernmental Relations  
H. Lee Dennison Bldg. 12th Fl.  
100 Veterans Memorial Highway  
Hauppauge, NY 11788

Re: Tax Map No.: 0200-976.00-01.00-055.000  
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to a Municipality, State, or Federal Government.

Dear Ms. Horst:

Enclosed herewith is the original copy of the proposed resolution with documentation pursuant to:

Section 72-h, G.M.L. authorizing the sale of County owned real estate to the Town of Brookhaven for municipal purposes.

I would appreciate your placing this on the legislative agenda.

Yours truly,

JASON SMAGIN  
Acting Director of Real Estate  
Department of Economic Development and Planning

JS:slb  
Resolution + 1 copy  
Summary Statement  
Tax Map & Aerial Map  
Hagstrom Map  
Sponsor's Memo

Copy of Resolution to:  
CE Reso Review, (electronic copy)
RESOLUTION NO. -2017, AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT GREGORY WULFFEN (SCM NO. 0100-135.00-04.00-015.001)

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 Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 135.00, Block 04.00, Lot 015.001, and acquired by tax deed on October 14, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York and recorded on October 21, 2016, in Liber 12884, at Page 620, and otherwise known and designated by the Town of Babylon, Part of Lots 399 and 400, on a certain map entitled "Map of Frederick Farms", filed in the office of the Clerk of Suffolk County on September 4, 1934 as Map No. 1172; 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 14, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on October 21, 2016 in Liber 12884 at Page 820.

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, GREGORY WULFFEN has made application of said above described parcel and GREGORY WULFFEN has paid the application fee and has paid $6,760.56, 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, 2017; now, therefore be it

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

2nd
RESOLVED, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to GREGORY WULFFEN, 956 Sunrise Highway, West Babylon, NY 11704 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:
Tax Map No.: 0100-135.00-04.00-015.001
Name of Last Legal Fee Owner: GREGORY WULFFEN

COMPTROLLER’S COMPUTATION .......... $5,383.25
Taxes ........2016/2017 ................. $1,339.26
Certified Mail Fees ....................... $38.05
License Fee Collected ............... OPEN
Repairs ................................... OPEN
Other Expenses .......................... OPEN

TOTAL .................................. $6,760.56

Monies Received ......................... $6,760.56

RESOLUTION AMOUNT ............... $6,760.56

APPROVED: ................................

PREPARED BY:  
Lori Sklar  
Redemption Unit  
(631) 853-5937

Accounting  
LSWag
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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<tr>
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<td>$-</td>
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<tr>
<td>0</td>
<td>$-</td>
</tr>
<tr>
<td>0</td>
<td>$-</td>
</tr>
</tbody>
</table>

TOTAL: $4,841.96

B. INTEREST DUE

C. TOTAL

D. 5% LINE C

SUBTOTAL

<table>
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<tr>
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<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$-</td>
</tr>
</tbody>
</table>

F. MISC Mailing Fees

G. MISC 2016/17 TAXES

H. MISC 0

TOTAL AMOUNT DUE: $6,760.56

CERTIFICATION BY COUNTY COMPTROLLER

I, Christina Cooke, 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-Apr-17

Christina M. Cooke
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 10/18/17

ks
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
   GREGORY WULFFEN
   0100-135.00-04.00-015.001

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
   Village
   Library District
   Economic Impact
   School District Other (Specify):
   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
   2017

10. Typed Name of Preparer
    Lori Sklar
    Diane E. Weyer
    Signature of Preparer
    Lori Sklar
    Diane E. Weyer
    Date
    7/17/17
    8/24/17
### General Fund

<table>
<thead>
<tr>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 Fed Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Police District and District Court

<table>
<thead>
<tr>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 Fed Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Combined

<table>
<thead>
<tr>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 Fed Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Notes:**

1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.


3) Source for equalization rates: 2016 County Equalization Rates established by the New York State Board of Equalization and Assessments.
July 28, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0100-135.00-04.00-015.001
GREGORY WULFFEN

Dear Ms. Horst:

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)
RESOLUTION NO. -2017, AUTHORIZING THE SALE,  
PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL  
PROPERTY ACQUIRED UNDER SECTION 46 OF THE  
SUFFOLK COUNTY TAX ACT JOHN J. FORTE AND  
ELIZABETH FORTE, HUSBAND AND WIFE (SCTM NO. 0200-  
406.00-02.00-006.007)  

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 406.00, Block 02.00, Lot 006.007, and acquired  
by tax deed on February 01, 2016, from John M. Kennedy, Jr., the County Comptroller of  
Suffolk County, New York and recorded on February 16, 2016, in Liber 12852, at Page 677, and  
otherwise known and designated by the Town of Brookhaven, as Lot No. 4, on a certain map  
entitled “Map of Crystal Gardens, Section 1”, filed in the office of the Clerk of Suffolk County on  
August 27, 1999 as Map No. 10329; and  

FURTHER, notwithstanding the above description, it is the intention of this  
conveyance to give title only to such property as was acquired by the County of Suffolk by Tax  
Deed on February 01, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk  
County, New York, and recorded on February 16, 2016 in Liber 12852 at Page 677.  

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, JOHN J. FORTE AND ELIZABETH FORTE, HUSBAND AND WIFE  
have made application of said above described parcel and JOHN J. FORTE AND ELIZABETH  
FORTE, HUSBAND AND WIFE have paid the application fee and have paid $80,655.89, 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, 2017; now, therefore be it  

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

2nd  
RESOLVED, that the Director of Real Estate, and/or her designee, be and she  
hereby is authorized to execute and acknowledge a Quitclaim Deed to JOHN J. FORTE AND  
ELIZABETH FORTE, HUSBAND AND WIFE, 8 Beach Plum Lane, Middle Island, NY 11953 to  
transfer the interest of Suffolk County in the above described property and on the above
described terms.

DATED:

APPROVED BY:

_____________________________________
County Executive of Suffolk County

Date:
SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

July 17, 2017

Tax Map No.: 0200-406.00-02.00-006.007
Name of Last Legal Fee Owner: JOHN J. FORTE AND ELIZABETH FORTE, HUSBAND AND WIFE

COMPTROLLER'S COMPUTATION ........................................... $72,406.43 ✓
Taxes ........................................ 2016/2017 ......................... $8,210.31 ✓
Certified Mail Fees ................................................... $39.15
License Fee Collected ................................................. OPEN
Repairs .............................................................. OPEN
Other Expenses .................................................. OPEN

TOTAL ................................................................. $80,655.89 ✓
Monies Received .................................................... $80,655.89

RESOLUTION AMOUNT ............................................... $80,655.89 ✓

APPROVED:

[Signature]

Accounting
7/18/2017

PREPARED BY:

[Signature]
Peter Belyea
Redemption Unit
(631) 853-5932
### A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
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<tbody>
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<td>2015</td>
<td>$9,799.71</td>
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<tr>
<td>2016</td>
<td>$8,200.71</td>
</tr>
</tbody>
</table>

**TOTAL:** $62,888.06

### B. INTEREST DUE

**TOTAL:** $6,090.45

### C. TOTAL

**TOTAL:** $68,958.51

### D. 5% LINE C

**TOTAL:** $3,447.93

### SUBTOTAL

**TOTAL:** $72,406.43

### E. FEE

**TOTAL:** $0

### F. MISC

MAILING FEES

**TOTAL:** $39.15

### G. MISC

2016/17 TAXES

**TOTAL:** $8,210.31

### H. MISC

**TOTAL:** $0

**TOTAL AMOUNT DUE:** $80,655.89

---

**CERTIFICATION BY COUNTY COMPTROLLER**

I, Christina Cooke, 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-17

Christina M. Cooke
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 10/22/17**

TMS
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
JOHN J. FORTE AND ELIZABETH FORTE, HUSBAND AND WIFE
0200-406.00-02.00-006.007

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)

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
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<tbody>
<tr>
<td>Village</td>
<td>School District Other (Specify):</td>
<td></td>
</tr>
<tr>
<td>Library District</td>
<td>Fire District</td>
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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
2017

10. Typed Name of Preparer
Peter Belyea
Diane L. Weyer

Signature of Preparer

Date
7/17/17
8/23/17
### GENERAL FUND

<table>
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<tr>
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<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 RATE PER $1000</th>
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### POLICE DISTRICT AND DISTRICT COURT

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### COMBINED

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<th>2017 FEV TAX RATE PER $1000</th>
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<tr>
<td>TOTAL</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**NOTES:**


3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office
July 28, 2017

Katie Horst, Intergovernmental Relations  
H. Lee Dennison Bldg. – 12th Floor 
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-406.00-02.00-006.007  
JOHN J. FORTE AND ELIZABETH FORTE, HUSBAND AND WIFE

Dear Ms. Horst:  

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 Thompson  
Real Property Management Supervisor

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. -2017, AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT KOFI BENTSỊ-ENCHILL (SCTM NO. 0300-024.00-13.00-006.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of East Hampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0300, Section 024.00, Block 13.00, Lot 006.000, and acquired by tax deed on October 12, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York and recorded on October 21, 2016, in Liber 12884, at Page 814, and otherwise known and designated by the Town of East Hampton, Lot 488, on a certain map entitled "Map of Clearwater Beach, Section 3", filed in the office of the Clerk of Suffolk County on February 25, 1960 as Map No. 3122; 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 12, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on October 21, 2016 in Liber 12884 at Page 814.

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, KOFI BENTSỊ-ENCHILL has made application of said above described parcel and KOFI BENTSỊ-ENCHILL has paid the application fee and has paid $62,878.59, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2017; now, therefore be it

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

2nd RESOLVED, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to KOFI BENTSỊ-ENCHILL, 31 Bark Place, London, W2 4AT EN 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:
July 12, 2017

Tax Map No.: 0300-024.00-13.00-006.000
Name of Last Legal Fee Owner: KOFI BENTSI-ENCHILL

COMPTROLLER'S COMPUTATION........................................ $53,442.17

Taxes...........2016/2017.............................................. $9,421.86

Certified Mail Fees.................................................. $14.56

License Fee Collected............................................... OPEN

Repairs................................................................. OPEN

Other Expenses....................................................... OPEN

TOTAL................................................................. $62,878.59 ✓

Monies Received..................................................... $62,878.59

RESOLUTION AMOUNT............................................... $62,878.59 ▭

APPROVED:

[Signature]

[Date: 7/13/2017]

PREPARED BY:

[Signature]

Peter Belyea
Redemption Unit
(631) 653-5932
### A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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</table>

### B. INTEREST DUE

### C. TOTAL

### D. 5% LINE C

### SUBTOTAL

<table>
<thead>
<tr>
<th>E. FEE</th>
<th>0</th>
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</thead>
<tbody>
<tr>
<td>F. MISC</td>
<td>MAILING FEES</td>
</tr>
<tr>
<td>G. MISC</td>
<td>2016/17 TAXES</td>
</tr>
<tr>
<td>H. MISC</td>
<td>0</td>
</tr>
</tbody>
</table>

### TOTAL AMOUNT DUE:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<tr>
<td>E. FEE</td>
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<td></td>
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<tr>
<td>G. MISC</td>
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<tr>
<td>H. MISC</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$62,878.59</td>
</tr>
</tbody>
</table>

### CERTIFICATION BY COUNTY COMPTROLLER

I, Christina Cooke, 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.

01-May-17

Christina M. Cooke
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 10/28/17**
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
   KOFI BENTS-ENCHILL
   0300-024.00-13.00-006.000

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
   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
   2017

10. Typed Name of Preparer
    Peter Belyea
    Diane Weyer

    Signature of Preparer
    [Signature]
    [Signature]

    Date
    8/24/17
    8/23/17
### General Fund

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$0</td>
<td>$0.00</td>
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### Police District and District Court

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<tr>
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<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate per $1000</th>
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</thead>
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<tr>
<td><strong>Total</strong></td>
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### Combined

<table>
<thead>
<tr>
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<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate per $1000</th>
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</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

### Notes:

1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.
3) Source for equalization rates: 2016 County Equalization Rates established by the New York State Board of Equalization and Assessments.
July 28, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0300-024.00-13.00-006.000
KOFI BENTSI-ENCHILL

Dear Ms. Horst:

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

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO.  -2017, AUTHORIZING THE SALE,
PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL
PROPERTY ACQUIRED UNDER SECTION 46 OF THE
SUFFOLK COUNTY TAX ACT DOUGLAS W. HARPHAM (SCTM
NO. 0200-892.00-02.00-075.002)

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

ALL, that certain plot, piece or parcel of land, with any buildings and
improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of
Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property
Tax Service Agency as District 0200, Section 892.00, Block 02.00, Lot 075.002, and acquired
by tax deed on December 27, 2016, from John M. Kennedy, Jr., the County Comptroller of
Suffolk County, New York and recorded on February 07, 2017, in Liber 12899, at Page 786, and
otherwise known and designated by the Town of Brookhaven, as Lots 83 to 87, Inclusive, Block
1, on a certain map entitled "Map of Canaan Lake Park Tract, Section B", filed in the office of
the Clerk of Suffolk County on June 2, 1910 as Map No. 56; 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 27, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk
County, New York, and recorded on February 07, 2017 in Liber 12899 at Page 766.

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, DOUGLAS W. HARPHAM has made application of said above
described parcel and DOUGLAS W. HARPHAM has paid the application fee and has paid
$64,616.82, 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, 2017; now,
therefore be it

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

2nd
RESOLVED, that the Director of Real Estate, and/or her designee, be and she
hereby is authorized to execute and acknowledge a Quitclaim Deed to DOUGLAS W.
HARPHAM, 36 Linden Avenue, Holtsville, NY 11742 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:
SUDDOCK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

July 11, 2017

Tax Map No.: 0200-892.00-02.00-075.002
Name of Last Legal Fee Owner: DOUGLAS W. HARPHAM

COMPTROLLER'S COMPUTATION .............. $64,569.84
Taxes .......2016/2017 .................. INCLUDED
Certified Mail Fees .................. $46.98
License Fee Collected .................. OPEN
Repairs .......................... OPEN
Other Expenses .................. OPEN

TOTAL .......................... $64,616.82

Monies Received .................. $64,616.82

RESOLUTION AMOUNT .................. $64,616.82

APPROVED:

ACCOUNTING

July 11, 2017

PREPARED BY:

Peter Belyea
Redemption Unit
(631)853-5932
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$10,048.12</td>
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<td>$0.00</td>
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</table>

TOTAL: $58,931.77

B. INTEREST DUE

C. TOTAL

D. 5% LINE C

SUBTOTAL

<table>
<thead>
<tr>
<th>E. FEE</th>
<th>F. MISC</th>
<th>G. MISC</th>
<th>H. MISC</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>MAILING FEES</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

TOTAL AMOUNT DUE: $64,616.82

CERTIFICATION BY COUNTY COMPTROLLER

I, Christina Cooke, 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.

05-Jun-17

Christina M. Cooke
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 10/22/17**
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
DOUGLAS W. HARPWAM
0200-892.00-02.00-075.002

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
2017

10. Typed Name of Preparer  Signature of Preparer  Date
Peter Belvea  

Diane K. Weyer  7/11/17

Diane K. Weyer  8/23/17
# Financial Impact
## 2017 Property Tax Levy
### Cost to the Average Taxpayer

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
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<thead>
<tr>
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<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate per $1000</th>
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</thead>
<tbody>
<tr>
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<td></td>
<td>$0.00</td>
<td>$0.000</td>
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### Combined

<table>
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<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

**Notes:**
1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.
3) Source for equalization rates: 2016 County Equalization Rates established by the New York State Board of Equalization and Assessments.

Page 2 of 2

To be completed by the Executive Budget Office.
July 28, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-892.00-02.00-075.002
DOUGLAS W. HARPHAM

Dear Ms. Horst:

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,

[Signature]

Wayne A. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. -2017, AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT NEIL T. CONLEY (SCTM NO. 0200-973.60-01.00-013.001)

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 973.60, Block 01.00, Lot 013.001, and acquired by tax deed on February 01, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York and recorded on February 16, 2016, in Liber 12852, at Page 677, and otherwise known and designated by the Town of Brookhaven, as District 0200, Section 973.60, Block 01.00, Lot 013.001; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on February 01, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 16, 2016 in Liber 12852 at Page 677.

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, NEIL T. CONLEY has made application of said above described parcel and NEIL T. CONLEY has paid the application fee and has paid $55,671.90, 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, 2017, now, therefore be it

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

2nd RESOLVED, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to NEIL T. CONLEY, 356 Patchogue Yaphank Road, East Patchogue, NY 11772 to transfer the interest of Suffolk County in the above described property and on the above described terms.
DATE:

APPROVED BY:

County Executive of Suffolk County

Date:
July 26, 2017

Tax Map No.: 0200-973.60-01.00-013.001
Name of Last Legal Fee Owner: NEIL T. CONLEY

COMPTROLLER’S COMPUTATION............................ $52,198.86
Taxes........2016/2017................................. $4,465.21
Certified Mail Fees........................................ $7.83
License Fee Collected................................. OPEN
Repairs.................................................... OPEN
Other Expenses.......................................... OPEN

TOTAL.................................................... $56,671.90 ▼

Monies Received.......................................... $56,671.90

RESOLUTION AMOUNT............................... $56,671.90 ▼

APPROVED:

[Signature]

PREPARED BY:

Peter Belyea
Redemption Unit
(631) 853-5932

Accounting
PB:168

7/26/2017
### A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
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<tr>
<th>YEAR</th>
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<tr>
<td>0</td>
<td>$-</td>
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</table>

**TOTAL: $45,812.31**

### B. INTEREST DUE

**$3,900.89**

### C. TOTAL

$49,713.20

### D. 5% LINE C

$2,485.66

**SUBTOTAL**

$52,198.86

### E. FEE

$0

### F. MISC

MAILING FEES

$7.83

### G. MISC

2016/17 TAXES

$4,465.21

### H. MISC

$0

**TOTAL AMOUNT DUE:**

$56,671.90

---

**CERTIFICATION BY COUNTY COMPTROLLER**

I, Christina Cooke, 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.

10-Feb-17

[Signature]

Christina M. Cooke

Executive Director of Finance & Taxation

**Interest and penalty computed to and including 08/09/17**
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
   NEIL T. CONLEY
   0200-973.60-01.00-013.001

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
   Village
   Town
   Economic Impact
   Library District
   School District
   Other (Specify):
   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
   2017

10. Typed Name of Preparer
    Peter Belveya

    Signature of Preparer
    Date
    /s/ [Signature]
    7/26/17
### GENERAL FUND

<table>
<thead>
<tr>
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<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 RATE PER $1000</th>
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<td>TOTAL</td>
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### POLICE DISTRICT AND DISTRICT COURT

<table>
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<th>2017 PROPERTY TAX LEVY</th>
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<th>2017 FEV TAX RATE PER $1000</th>
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<td>$0.00</td>
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### COMBINED

<table>
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<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FEV TAX RATE PER $1000</th>
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<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**NOTES:**


3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office.
July 31, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-973.60-01.00-013.001
NEIL T. CONLEY

Dear Ms. Horst:

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 J. Thompson
Real Property Management Supervisor

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. -2017, AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT YARA RODRIGUES-SWORD (SCTM NO. 0900-145.00-02.00-037.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of 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 145.00, Block 02.00, Lot 037.000, and acquired by tax deed on December 27, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York and recorded on January 06, 2017, in Liber 12895, at Page 474, and otherwise known and designated by the Town of Southampton, Lots 76, 77 and 78, Block 9, Section “AA”, on a certain map entitled “Map of Riverhead Estates”, filed in the office of the Clerk of Suffolk County on April 21, 1926 as Map No. 226; 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 27, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on January 06, 2017 in Liber 12895 at Page 474.

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, YARA RODRIGUES-SWORD has made application of said above described parcel and YARA RODRIGUES-SWORD has paid the application fee and has paid $28,752.55, 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, 2017; now, therefore be it

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

2nd RESOLVED, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to YARA RODRIGUES-SWORD, 129 Priscilla Avenue, Flanders, 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:
SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

July 26, 2017

Tax Map No.: 0900-145.00-02.00-037.000
Name of Last Legal Fee Owner: YARA RODRIGUES-SWORD

COMPTROLLER'S COMPUTATION.......................... $25,539.61
Taxes..............................................2016/2017.......................... $3,182.72
Certified Mail Fees........................................... $30.22
License Fee Collected........................................ OPEN
Repairs.......................................................... OPEN
Other Expenses............................................ OPEN

TOTAL.................................................. $28,752.55 ✓

Monies Received............................................... $28,752.55

RESOLUTION AMOUNT................................... $28,752.55 ✓

APPROVED:

PREPARED BY:

Peter Belyea
Redemption Unit
(631) 853-5932

Accounting
PB.leg

Annette Browne 7/26/2017
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
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<tbody>
<tr>
<td>2012</td>
<td>$4,785.69</td>
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<td>2015</td>
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<td>2016</td>
<td>$3,927.18</td>
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TOTAL: $23,034.63

B. INTEREST DUE
C. TOTAL
D. 5% LINE C

SUBTOTAL

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<th>E. FEE</th>
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<tr>
<td>F. MISC</td>
<td>MAILING FEES</td>
</tr>
<tr>
<td>G. MISC</td>
<td>2016/17 TAXES</td>
</tr>
<tr>
<td>H. MISC</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL AMOUNT DUE:

<p>| | |</p>
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<tr>
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<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$25,539.61</td>
</tr>
<tr>
<td>F. MISC</td>
<td>$30.22</td>
</tr>
<tr>
<td>G. MISC</td>
<td>$3,182.72</td>
</tr>
</tbody>
</table>

TOTAL: $28,752.55

CERTIFICATION BY COUNTY COMPTROLLER

I, Christina Cooke, 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.

16-Jun-17

Christina M. Cooke
Executive Director of Finance & Taxation

**Interest and penalty computed to 12/13/17**
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
   YARA RODRIGUES-SWORD
   0900-145.00-02.00-037.000

3. Purpose of Proposed Legislation
   Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes X No___

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

6. If the answer to item 4 is "yes", provide detailed explanation of impact
   The County will recoup the amount of taxes paid on the property taken by the tax deed.

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

8. Proposed Source of Funding
   N/A

9. Timing of Impact
   2017

10. Typed Name of Preparer Signature of Preparer Date
    Peter Belyea
    Diane E. Weyer
    7/26/17
    8/23/17
### General Fund

<table>
<thead>
<tr>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 Rate per $1000</th>
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</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
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### Police District and District Court

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<th>2017 Property Tax Levy</th>
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<th>2017 FEV Tax Rate per $1000</th>
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<tbody>
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<td><strong>Total</strong></td>
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### Combined

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<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate per $1000</th>
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</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$0</td>
<td>$0.00</td>
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### Notes:

1. Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.
3. Source for equalization rates: 2016 County Equalization Rates established by the New York State Board of Equalization and Assessments.
July 31, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0900-145.00-02.00-037.000
YARA RODRIGUES-SWORD

Dear Ms. Horst:

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

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. -2017, AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT DEENA GARBARINO AND DEANA GARBARINO, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP (SCTM NO. 0200-319.00-05.00-245.000)

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 319.00, Block 05.00, Lot 245.000, and acquired by tax deed on December 27, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York and recorded on February 07, 2017, in Liber 12899, at Page 786, and otherwise known and designated by the Town of Brookhaven, as Lot No. 245, on a certain map entitled “Subdivision Map of Birchwood at Spring Lake, Section Three “B”, filed in the office of the Clerk of Suffolk County on June 15, 1999 as Map No. 10290; 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 27, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 07, 2017 in Liber 12899 at Page 786.

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, DEENA GARBARINO AND DEANA GARBARINO, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP have made application of said above described parcel and DEENA GARBARINO AND DEANA GARBARINO, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP have paid the application fee and have paid $63,587.81, 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, 2017; now, therefore be it

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

2nd RESOLVED, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to DEENA GARBARINO AND DEANA GARBARINO, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, 9
Jennifer Lane, Middle Island, NY 11953 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:
July 25, 2017

Tax Map No.: 0200-319.00-05 00-245.000
Name of Last Legal Fee Owner: DEENA GARBARINO AND DEANA GARBARINO, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

COMPTROLLER’S COMPUTATION $55,227.68
Taxes 2016/2017 $8,322.08
Certified Mail Fees $38.05
License Fee Collected OPEN
Repairs OPEN
Other Expenses OPEN

TOTAL $63,587.81

Monies Received $63,587.81

RESOLUTION AMOUNT $63,587.81

APPROVED:

[Signature]

PB/Tag

PREPARED BY:

[Signature]
Peter Belyea
Redemption Unit
(631)853-5932
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
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<tr>
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<td>0</td>
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TOTAL: $50,605.73

B. INTEREST DUE
C. TOTAL
D. 5% LINE C

SUBTOTAL

E. FEE | $0
F. MISC | MAILING FEES
G. MISC | 2016/17 TAXES
H. MISC | $0

TOTAL AMOUNT DUE:

<p>| | |</p>
<table>
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<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>55,227.68</td>
</tr>
</tbody>
</table>

CERTIFICATION BY COUNTY COMPTROLLER

I, Christina Cooke, 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.

31-Mar-17

Christina M. Cooke
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 09/27/17**
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 48 of the Suffolk County Tax Act.
   DEENA GARBARINO AND DEANA GARBARINO, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
   0200-319.00-05.00-245.000

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
   Village
   Economic Impact
   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
   2017

10. Typed Name of Preparer    Signature of Preparer    Date
    Peter Belwea
    Diane E. Weyer
    8/24/17
    8/24/17
## GENERAL FUND

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<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 RATE PER $1000</th>
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<tbody>
<tr>
<td>TOTAL</td>
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## POLICE DISTRICT AND DISTRICT COURT

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<th>2017 COST TO AVG TAXPAYER</th>
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## COMBINED

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<tr>
<td>TOTAL</td>
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<td>$0.00</td>
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</tbody>
</table>

**NOTES:**

3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.
July 31, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-319.00-05.00-245.000
DEENA GARBARINO AND DEANA GARBARINO, AS JOINT TENANTS WITH
RIGHTS OF SURVIVORSHIP

Dear Ms. Horst:

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.leg

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW (TOWN OF BROOKHAVEN)
(SCTM NO. 0200-424.00-01.00-015.000)

WHEREAS, the COUNTY OF SUFFOLK is the fee owner of the following described parcel
that is surplus to the needs of the County of Suffolk; and

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon
erected, situate, lying and being in the 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 424.00 Block 01.00 Lot 015.000 and acquired by Tax Deed on November 25, 2013
from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on
November 26, 2013 in Liber 12754 at Page 133 and described as follows, known and designated as
Lot 314 on a certain map entitled “Map of Highland Park, Plate 37”, and filed in the Office of the
Clerk of the County of Suffolk on May 10, 1906 as Map No. 52; and

WHEREAS, Section 72-h of the General Municipal Law permits a sale of real property
between municipal corporations, or between a municipal corporation of the State of New York or the
United States of America; and

WHEREAS, the Town of Brookhaven has requested that the County of Suffolk convey to the
town the parcel being in size approximately 25' x 100' with a preliminary value range of $1,000.00 to
$1,800.00 as described in Exhibit "A" annexed hereto; and

WHEREAS, as provided in Resolution No. 840-2004 and Resolution No. 412-2005, this
Legislature has determined that retention of development rights for transfer and use to promote the
development of workforce housing is a vital need of Suffolk County residents and an important
public purpose of County government; and

WHEREAS, the Suffolk County Department of Economic Development and Planning has
approved the proposed transfer and use of said parcel; now, therefore be it

1st RESOLVED, that the Director of Real Estate, and/or his designee, hereby is authorized to
execute and acknowledge a Quitclaim deed to transfer the interest of Suffolk County in the above
described property and on the terms and conditions as hereinafter described to said Town of
Brookhaven for the sum of $2,404.92; which is the amount of the County’s investment plus the pro
rata share of taxes; and be it further

2nd RESOLVED, that the County of Suffolk hereby transfer the above described property
subject to it being sterilized for Open Space Purposes to protect the aquifer and water supply, which
property shall be kept in its natural state in perpetuity, except for property maintenance activities as
may be appropriate, to effectuate the declaration of covenants and restrictions, entered into by the
Town of Brookhaven, without impairing the essential nature and open character of the premises and
subject to use for open space and recreational purposes; and be it further
3rd RESOLVED, that pursuant to Section C12-2(A)(2)(c), this property is to be permanently sterilized by a deed restriction and must remain as open space and Workforce Housing Development Rights shall be severed herewith (O) zero Workforce Housing Development Rights 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 Economic Development and 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

4th RESOLVED, that said quitclaim deed tendered by the Director of Real Estate, and/or his designee, pursuant to this resolution, shall contain appropriate language that shall permanently sterilize the above-described parcel and sever the development rights for workforce housing purposes in accordance with the County's Workforce Housing Program; and be it further

5th RESOLVED, that the Town of Brookhaven will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for Open Space purposes; with all right title and interest reverting to the County of Suffolk in the event that the Town of Brookhaven, at any time, uses or attempts to use said subject parcel for other than Open Space purposes or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for Open Space purposes; and be it further

6th RESOLVED, that said quitclaim deed issued by the Director of Real Estate, and/or his designee, pursuant to this resolution, shall contain a reverter clause declaring that title to the above described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

7th RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of the law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Sections 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a) (1).

DATED: ______________________

APPROVED BY: ______________________

County Executive of Suffolk County
Date of Approval: ______________________
RESOLUTION NO. 2016-0256
MEETING: APRIL 7, 2016

AUTHORIZATION TO ACQUIRE A
VACANT PARCEL OF SUFFOLK
COUNTY OWNED LAND FOR
DRAINAGE PURPOSES PURSUANT TO
SECTION 72-H OF THE GENERAL
MUNICIPAL LAW – REMINGTON
AVENUE, SELDEN (SCTM NO. 0200-
424.00-01.00-015.000)

WHEREAS, Section 72-h of the General Municipal Law of the State of New York permits the sale of real property between municipal governments in the State of New York; and

WHEREAS, there is a vacant parcel of Suffolk County owned land located on Remington Avenue in Selden, further identified as SCTM No. 0200-424.00-01.00-015.000 as shown on the attached map; and

WHEREAS, the Town of Brookhaven is interested in acquiring said parcel of real property for drainage purposes for a total consideration not to exceed $2,404.92 plus recording costs; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the subject premises shall be conveyed subject to the following restrictive covenants that will run with the land so conveyed: 1) That the Grantee or any subsequent Grantee shall not bill or charge back to the Grantor any cost incurred or projected to be incurred for the cleanup, removal, and disposal of all debris, waste, and/or contamination in or on the subject premises; 2) That the Grantee shall not sell, convey, transfer or otherwise dispose of the subject premises; and
WHEREAS, the Town Board of the Town of Brookhaven is aware that the restrictive covenants described above will run with the land and shall bind the heirs, successors, and assigns of the Town of Brookhaven and in the event of any violation of the restrictive covenants stated above, the Deed conveying said parcel shall be void ab initio and title to the realty shall revert to the County of Suffolk; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Brookhaven hereby authorizes, consents and approves the acquisition of the parcel for drainage purposes further identified as SCTM No. 0200-424.00-01.00-015.000 and requests that the Suffolk County Legislature approve the conveyance of same pursuant to General Municipal Law Section 72-H for a consideration not to exceed $2,404.92 plus recording costs subject to the restrictive covenants and reverter provisions as stated above.
SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

SCTM NO.: 0200-424.00-01.00-015.000

Section 72-h, Gen'l Municipal Law

Amount

County Investment $ 2,404.92

Purpose:

A. Affordable Housing

B. Open Space X

C. Road/Highway

D. Drainage/Recharge Basin

E. Other

Wayne R. Thompson
Property Manager
(631) 853-5971

WRT:slb
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution ___X__ Local Law No. _________ Charter Law ________

2. Title of Proposed Legislation

SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM NO. 0200-424.00-01.00-015.000)

3. Purpose of Proposed Legislation

Convey County owned parcel to the Town of Brookhaven for Municipal purposes

4. Will the Proposed Legislation have a fiscal impact?

Yes ___X__ No ___

5. If the answer to Item 4 is "yes", on what will it impact?

___X__ County
___Town
___Economic Impact
___Village
___School District
___Other (Specify):
___Library District
___Fire District

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

Loss of sale at public auction

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

Unknown

8. Proposed Source of Funding

Unknown

9. Timing of Impact

2017

10. Typed Name & Title of Preparer

R.J. Bhatt
Land Management Specialist

Diane C. Weyer
Chief Financial Analyst

Signature of Preparer

Date

_7/28/17_

_8/23/17_
### GENERAL FUND

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<th>2017 COST TO AVG TAXPAYER</th>
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### POLICE DISTRICT AND DISTRICT COURT

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**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
TITLE OF BILL:
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM NO. 0200-424.00-01.00-015.000)

PURPOSE OR GENERAL IDEA OF BILL:
Sale to Town of Brookhaven, 25' x 100' vacant land approximately 0.057 acre for use in Open Space purpose.

SUMMARY OF SPECIFIC PROVISIONS:
Retention of development rights for transfer and use to promote the development of workforce housing as provided in Resolution No. 840-2004 and Resolution No. 412-2005.

JUSTIFICATION:
Attached Town Board resolution to transfer to the Town of Brookhaven.

FISCAL IMPLICATIONS:
County investment repaid.
Katie Horst  
Intergovernmental Relations  
H. Lee Dennison Bldg. 12th Fl.  
100 Veterans Memorial Highway  
Hauppauge, NY 11788

Re: Tax Map No.: 0200-424.00-01.00-015.00  
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real  
Estate to a Municipality, State, or Federal Government.

Dear Ms. Horst:

Enclosed herewith is the original copy of the proposed resolution with documentation pursuant to:

Section 72-h, G.M.L. authorizing the sale of County owned real estate to the Town of Brookhaven for municipal purposes.

I would appreciate your placing this on the legislative agenda.

Yours truly,

Wayne F. Thompson  
Real Property Manager  
Division of Real Property Acquisition And Management

WRT:slb

Resolution  
Summary Statement  
Tax Map & Aerial Map  
Hagstrom Map  
Sponsor's Memo

Copy of Resolution to:  
CE Reso Review, (electronic copy)
RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM NO. 0200-246.00-04.00-011.000)

WHEREAS, the COUNTY OF SUFFOLK is the fee owner of the following described parcel that is surplus to the needs of the County of Suffolk; and

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the 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 246.00, Block 04.00 Lot 011.000 and acquired by Tax Deed on November 24, 2014 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 15, 2014 in Liber 12797 at CP 581 and described as follows, being and intended to be that parcel of land carried on the tax rolls of the Town of Brookhaven under SCTM # District 0200 Section 246.00, Block 04.00 Lot 011.000

WHEREAS, Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations, or between a municipal corporation of the State of New York or the United States of America; and

WHEREAS, the Town of Brookhaven has requested that the County of Suffolk convey to the town the parcel being in size approximately 51’ x 121’ x 50’ x 132’ (Landlocked) with a preliminary value range of $1,000.00 to $1,500.00 described in Exhibit “A” annexed hereto; and

WHEREAS, the Suffolk County Department of Economic Development and Planning has approved the proposed transfer and use of said parcel; now, therefore be it

1st RESOLVED, that the Director of Real Estate, and/or his designee is hereby authorized to execute and acknowledge a quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions provided herein to said Town of Brookhaven for the sum of $1,888.66 which is the amount of the County’s investment plus the pro rata share of the current tax adjustment due at closing; and be it further

2nd RESOLVED, that the Town of Brookhaven will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for drainage purposes; with all right title and interest reverting to the County of Suffolk in the event that the Town of Brookhaven, at any time, uses or attempts to use said subject parcel for other than drainage purposes or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for drainage purposes; and be it further
3rd RESOLVED, that said quitclaim deed tendered by the Director of Real Estate, and/or his designee, pursuant to this resolution, shall contain a reverter clause declaring that title to the above-described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

4th RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of the law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a) (1).

DATED: ______________________

APPROVED BY:

_____________________________
County Executive of Suffolk County

Date of Approval:
RESOLUTION NO. 2016-0264
MEETING: APRIL 7, 2016

AUTHORIZATION TO ACQUIRE A
VACANT PARCEL OF SUFFOLK
COUNTY OWNED LAND IN STONY
BROOK FOR DRAINAGE PURPOSES
PURSUANT TO SECTION 72-H OF THE
GENERAL MUNICIPAL LAW – (SCTM
NO. 0200-246.00-04.00-011.000)

WHEREAS, Section 72-h of the General Municipal Law of the State of New York permits the sale of real property between municipal governments in the State of New York; and

WHEREAS, there is a vacant parcel of Suffolk County owned land in Stony Brook, further identified as SCTM No. 0200-246.00-04.00-011.000 as shown on the attached map; and

WHEREAS, the Town of Brookhaven is interested in acquiring said parcel of real property for drainage purposes for a total consideration not to exceed $1,888.66 plus recording costs; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the subject premises shall be conveyed subject to the following restrictive covenants that will run with the land so conveyed: 1) That the Grantee or any subsequent Grantee shall not bill or charge back to the Grantor any cost incurred or projected to be incurred for the cleanup, removal, and disposal of all debris, waste, and/or contamination in or on the subject premises; 2) That the Grantee shall not sell, convey, transfer or otherwise dispose of the subject premises; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the restrictive covenants described above will run with the land and shall bind the heirs,
successors, and assigns of the Town of Brookhaven and in the event of any violation of
the restrictive covenants stated above, the Deed conveying said parcel shall be void ab
initio and title to the realty shall revert to the County of Suffolk; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of
Brookhaven hereby authorizes, consents and approves the acquisition of the parcel for
drainage purposes further identified as SCTM No. 0200-246.00-04.00-011.000 and
requests that the Suffolk County Legislature approve the conveyance of same pursuant
to General Municipal Law Section 72-H for a consideration not to exceed $1,888.66 plus
recording costs subject to the restrictive covenants and reverter provisions as stated
above.
SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building - 2nd Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, New York 11788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

Tax Map No.: 0200-246.00-04.00-011.000

Section 72-h, Gen'l Municipal Law

County Investment $1,888.66

PURPOSE:

A. Open Space
B. Town Parks
C. Road/Highway
D. Drainage/Recharge Basin X
E. Other

Wayne R. Thompson
Property Manager
(631) 853-5971

WRT:slb
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

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

2. Title of Proposed Legislation
   SALE OF COUNTY-OWNED REAL ESTATE
   PURSUANT TO SECTION 72-h OF THE
   GENERAL MUNICIPAL LAW
   (TOWN OF BROOKHAVEN)
   (SCTM NO. 0200-246.00-04.00-011.000)

3. Purpose of Proposed Legislation
   Convey County owned parcel to the Town of Brookhaven for drainage purposes

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

5. If the answer to Item 4 is "yes", on what will it impact?
   X  County  ____  Town  ____  Economic Impact
   _____  Village  _____  School District  ____  Other (Specify):
   _____  Library District  ____  Fire District

6. If the answer to item 4 is "yes", Provide detailed explanation of Impact
   Loss of sale at public auction

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

8. Proposed Source of Funding
   Unknown

9. Timing of Impact
   2017

10. Typed Name & Title of Preparer  Signature of Preparer  Date
    R.J. Bhatt  ____________________________  [Signature]  7/28/17
        Land Management Specialist

    Diane E. Weyer  ____________________________  [Signature]  8/23/17
        Chief Financial Analyst
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NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
2017 INTRAGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL:
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM NO. 0200-246.00-04.00-011.000)

PURPOSE OR GENERAL IDEA OF BILL:
Sale to the Town of Brookhaven of 51' x 121' x 50' x 132' (Landlocked) vacant land
approximately 0.12 acre for use in Drainage purpose.

SUMMARY OF SPECIFIC PROVISIONS:
Section 72-h of the General Municipal Law permits a sale of real property between municipal
corporations.

JUSTIFICATION:
Attached Town Board resolution to transfer to the Town of Brookhaven.

FISCAL IMPLICATIONS:
County Investment repaid.
July 28, 2017

Katie Horst
Intergovernmental Relations
H. Lee Dennison Bldg. 12th Fl.
100 Veterans Memorial Highway
Hauppauge, NY 11788

Re: Tax Map No.: 0200-246.00-04.00-011.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real
Estate to a Municipality, State, or Federal Government.

Dear Ms. Horst:

Enclosed herewith is the original copy of the proposed resolution with documentation pursuant to:

Section 72-h, G.M.L. authorizing the sale of County owned real estate to the Town of Brookhaven for municipal purposes.

I would appreciate your placing this on the legislative agenda.

Yours truly,

Wayne R. Thompson
Real Property Manager
Department of Economic Development and Planning

WRT:sib

Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo

Copy of Resolution to:
CE Reso Review, (electronic copy)
RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW (TOWN OF BROOKHAVEN)
(SCTM NO. 0200-984.00-03.00-009.000)

WHEREAS, the COUNTY OF SUFFOLK is the fee owner of the following described parcel that is surplus to the needs of the County of Suffolk; and

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the 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 984.00 Block 03.00 Lot 009.000 and acquired by Tax Deed on November 24, 2014 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 25, 2014 in Liber 12797 at Page 581 and described as follows, known and designated as Lots 1085 and 1086 on a certain map entitled “Map of Miramar Beach Map 2” and filed in the Office of the Clerk of the County of Suffolk on May 22, 1925 as Map No. 130.

WHEREAS, Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations, or between a municipal corporation of the State of New York or the United States of America; and

WHEREAS, the Town of Brookhaven has requested that the County of Suffolk convey to the town the parcel being in size approximately 40’ x 109’ with a preliminary value range of $1,000.00 to $1,750.00 as described in Exhibit “A” annexed hereto; and

WHEREAS, as provided in Resolution No. 840-2004 and Resolution No. 412-2005, this Legislature has determined that retention of development rights for transfer and use to promote the development of workforce housing is a vital need of Suffolk County residents and an important public purpose of County government; and

WHEREAS, the Suffolk County Department of Economic Development and Planning has approved the proposed transfer and use of said parcel; now, therefore be it

1st RESOLVED, that the Director of Real Estate, and/or his designee, hereby is authorized to execute and acknowledge a Quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions as hereinafter described to said Town of Brookhaven for the sum of $1,412.81; which is the amount of the County’s investment plus the pro rata share of taxes; and be it further

2nd RESOLVED, that the County of Suffolk hereby transfer the above described property subject to it being sterilized for Open Space Purposes to protect the aquifer and water supply, which property shall be kept in its natural state in perpetuity, except for property maintenance activities as may be appropriate, to effectuate the declaration of covenants and restrictions, entered into by the Town of Brookhaven, without impairing the essential nature and open character of the premises and subject to use for open space and recreational purposes; and be it further
3rd RESOLVED, that pursuant to Section C12-2(A)(2)(c), this property is to be permanently sterilized by a deed restriction and must remain as open space and Workforce Housing Development Rights shall be severed herewith (0.10) one tenth Workforce Housing Development Rights 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 Economic Development and 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

4th RESOLVED, that said quitclaim deed tendered by the Director of Real Estate, and/or his designee, pursuant to this resolution, shall contain appropriate language that shall permanently sterilize the above-described parcel and sever the development rights for workforce housing purposes in accordance with the County's Workforce Housing Program; and be it further

5th RESOLVED, that the Town of Brookhaven will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for Open Space purposes; with all right title and interest revering to the County of Suffolk in the event that the Town of Brookhaven, at any time, uses or attempts to use said subject parcel for other than Open Space purposes or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for Open Space purposes; and be it further

6th RESOLVED, that said quitclaim deed issued by the Director of Real Estate, and/or his designee, pursuant to this resolution, shall contain a reverter clause declaring that title to the above described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

7th RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of the law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Sections 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a) (1).

DATED: _________________

APPROVED BY:

County Executive of Suffolk County
Date of Approval:
RESOLUTION NO. 2016-0255  
MEETING: APRIL 7, 2016

AUTHORIZATION TO ACQUIRE A VACANT PARCEL OF SUFFOLK COUNTY OWNED LAND FOR OPEN SPACE PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW – CLINTON AVENUE, PATCHOGUE (SCTM 0200-984.00-03.00-009.000)

WHEREAS, Section 72-h of the General Municipal Law of the State of New York permits the sale of real property between municipal governments in the State of New York; and

WHEREAS, there is a vacant parcel of Suffolk County owned land located on Clinton Avenue, Patchogue, further identified as SCTM No. 0200-984.00-03.00-009.000 as shown on the attached map; and

WHEREAS, the Town of Brookhaven is interested in acquiring said parcel of real property for open space purposes for a total consideration not to exceed $1,412.81 plus recording costs; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the subject premises shall be conveyed subject to the following restrictive covenants that will run with the land so conveyed: 1) That the Grantee or any subsequent Grantee shall not bill or charge back to the Grantor any cost incurred or projected to be incurred for the cleanup, removal, and disposal of all debris, waste, and/or contamination in or on the subject premises; 2) That the Grantee shall not sell, convey, transfer or otherwise dispose of the subject premises; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the restrictive covenants described above will run with the land and shall bind the heirs,
successors, and assigns of the Town of Brookhaven and in the event of any violation of the restrictive covenants stated above, the Deed conveying said parcel shall be void ab initio and title to the realty shall revert to the County of Suffolk; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Brookhaven hereby authorizes, consents and approves the acquisition of the parcel for open space purposes further identified as SCTM No. 0200-984.00-03.00-009.000 and requests that the Suffolk County Legislature approve the conveyance of same pursuant to General Municipal Law Section 72-H for a consideration not to exceed $1,412.81 plus recording costs subject to the restrictive covenants and reverter provisions as stated above.
SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

SCTM NO.: 0200-984.00-03.00-009.000

Section 72-h, Gen'l Municipal Law

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Wayne R. Thompson
Property Manager
(631) 853-5971

WRT:slb
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution  X  Local Law No.  _________  Charter Law  _________

2. Title of Proposed Legislation
   SALE OF COUNTY-OWNED REAL ESTATE
   PURSUANT TO SECTION 72-h OF THE
   GENERAL MUNICIPAL LAW (TOWN OF BROOKHAVEN)
   (SCTM NO. 0200-984.00-03.00-009.000)

3. Purpose of Proposed Legislation
   Convey County owned parcel to the Town of Brookhaven for Municipal purposes

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

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

6. If the answer to item 4 is "yes", Provide detailed explanation of Impact
   Loss of sale at public auction

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

8. Proposed Source of Funding
   Unknown

9. Timing of Impact
   2017

10. Typed Name & Title of Preparer  Signature of Preparer  Date
    R.J. Bhatt  Land Management Specialist
    (Signature)  7/27/17
    Diane E. Weyer  Chief Financial Analyst
    (Signature)  8/23/17
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**NOTES:**


3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

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To be completed by the Executive Budget Office.
2017 INTRAGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL:

SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW (TOWN OF BROOKHAVEN)
(SCTM NO. 0200-984.00-03.00-009.000)

PURPOSE OR GENERAL IDEA OF BILL:

Sale to Town of Brookhaven, 40’ x 109’ vacant land approximately 0.10 acre for use in Open Space purposes.

SUMMARY OF SPECIFIC PROVISIONS:

Retention of development rights for transfer and use to promote the development of workforce housing as provided in Resolution No. 840-2004 and Resolution No. 412-2005.

JUSTIFICATION:

Attached Town Board resolution to transfer to the Town of Brookhaven.

FISCAL IMPLICATIONS:

County investment repaid.
Theresa Ward
Deputy County Executive and Commissioner

Katie Horst
Intergovernmental Relations
H. Lee Dennison Bldg. 12th Fl.
100 Veterans Memorial Highway
Hauppauge, NY 11788

Re: Tax Map No.: 0200-984.00-03.00-009.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real
Estate to a Municipality, State, or Federal Government.

Dear Ms. Horst:

Enclosed herewith is the original copy of the proposed resolution with documentation pursuant to:

Section 72-h, G.M.L. authorizing the sale of County owned real estate to the Town of Brookhaven for municipal purposes.

I would appreciate your placing this on the legislative agenda.

Yours truly,

Wayne J. Thompson
Real Property Manager
Division of Real Property Acquisition
And Management

WRT:slb

Resolution
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor’s Memo

Copy of Resolution to:
CE Reso Review, (electronic copy)
RESOLUTION NO. -2017, AUTHORIZING A TWO YEAR EXTENSION FOR THE DEVELOPMENT OF TWO PARCELS OF LAND TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF ISLIP

WHEREAS, Suffolk County Administrative Code § A36-2 (B) sets forth the criteria for New York State General Municipal Law § 72-h transfers for Affordable Housing and that pursuant to § A36-2 (B) (2) (a) (1) (d) and § A36-2 (B) (2) (a) (2) (d) construction must be completed and occupancy established within three years of the date of the transfer; and

WHEREAS, Suffolk County Administrative Code § A36-2 (B) allows for an extension of time for construction and occupancy where the three year period is exhausted; said extension shall not exceed two two-year extensions unless approved by duly enacted resolution; and

WHEREAS, the County of Suffolk transferred two (2) parcels of property, identified in Schedule “A,” annexed hereto, to the Town of Islip for affordable housing development and occupancy; and

WHEREAS, all time periods for construction and occupancy under § A36-2 (B) have expired; and

WHEREAS, a legislative resolution is necessary in order to further extend the construction and occupancy time for the parcels; and

WHEREAS, the Town of Islip and its non-profit housing partners are seeking to continue working together to develop affordable housing on these parcels which will benefit the residents of the County; now, therefore be it

1st RESOLVED, the Director of Real Estate, is hereby authorized and empowered to extend the time for construction of and occupancy of the parcels identified in Schedule “A” for two years, effective as of the date this Resolution is approved, and to take such other actions as are necessary or desirable to effectuate the purposes and intent of the resolutions contained herein; 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 law constitutes a Type II action pursuant to Section 617.5 (c) (20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 N.Y.C.R.R.) and within the meaning of Section 8-0109 (2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>0500-321.00-03.00-096.000</td>
<td>9 Washington Avenue, East Islip</td>
</tr>
<tr>
<td>0500-367.00-02.00-074.000</td>
<td>4 Harrison Place, Bay Shore</td>
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</table>
1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
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2. Title of Proposed Legislation

RESOLUTION NO. -2017, AUTHORIZING A TWO YEAR EXTENSION FOR THE DEVELOPMENT OF TWO PARCELS OF LAND TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF ISLIP.

3. Purpose of Proposed Legislation

See No. 2 above

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

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

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
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</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
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<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
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</table>

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

Jason Smagin
Acting Director of Real Estate

11. Signature of Preparer

[Signature]

12. Date

8/1/2017

SCIN FORM 175b (10/95)

Diane E. Weier
Chief Financial Analyst

8/23/17
## GENERAL FUND

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<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 RATE PER $1000</th>
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<tbody>
<tr>
<td>TOTAL</td>
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## POLICE DISTRICT AND DISTRICT COURT

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## COMBINED

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<td>TOTAL</td>
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</table>

### NOTES:


3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
TITLE OF BILL:

RESOLUTION NO. -2017, AUTHORIZING A TWO YEAR EXTENSION FOR THE DEVELOPMENT OF TWO PARCELS OF LAND TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF ISLIP.

PURPOSE OF GENERAL IDEA OF BILL:

This legislation is needed to authorize a two year extension for the development of two parcels of land previously transferred through the 72-H program to the Town of Islip.

SUMMARY OF SPECIFIC PROVISIONS:

None.

JUSTIFICATION:

The Town has requested an extension of time be granted for the completion of construction and occupancy of much needed affordable housing. Said extension requires a duly enacted resolution as authorized in Section 36 of the Suffolk County Administrative Code.

FISCAL IMPLICATIONS:

N/A
MEMORANDUM

TO: Katie Horst, Intergovernmental Relations

FROM: Jason Smagin, Acting Director of Real Estate
Department of Economic Development and Planning

DATE: August 1, 2017

RE: RESOLUTION AUTHORIZING A TWO YEAR EXTENSION FOR THE DEVELOPMENT OF TWO PARCELS OF LAND TRANSFERRED PURSUANT TO THE 72-H AFFORDABLE HOUSING PROGRAM TO THE TOWN OF ISLIP

The Department of Economic Development and Planning requests the attached resolution authorizing a two year extension for the development of two parcels of land previously transferred pursuant to the 72-H affordable housing program to be Laid on the Table at the September 6, 2017 General Meeting of the Legislature.

Attached please find the required supporting documentation. Electronic files have been filed as required.

Thank you.
RESOLUTION NO. 2017, AUTHORIZING THE SALE OF COUNTY-OWNED REAL PROPERTY PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW TO THE TOWN OF BABYLON FOR AFFORDABLE HOUSING PURPOSE (SCTM NO. 0100-173.00-01.00-106.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 173.00, Block 01.00, Lot 106.000, and acquired by tax deed on January 7, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on January 15, 2014, in Liber 12760, CP 338, known and designated as Lot 21 on a certain map entitled “American Park at Amityville”, and filed in the Office of the Clerk of the County of Suffolk on May 23, 1967 as Map No. 4851,

WHEREAS, the real property above described is approximately 80’ x 115’ x 120’ x 115’ in size (11,121 Square Feet) with a preliminary value range of $185,000 to $200,000, and has a county investment of $87,400.02 which property is surplus to the needs of the County of Suffolk; and

WHEREAS, section 72-H of the General Municipal Law permits the sale of real property between Municipal Corporations; and

WHEREAS, the Town of Babylon, has requested the County of Suffolk convey the above-described parcel to it (see annexed Resolution hereto marked as Exhibit “A”); and

WHEREAS, the transfer of this parcel is pursuant to and in accordance with Local Law No. 13-2000, 2-2002 and 17-2004 which established and modified the Affordable Housing Opportunities Program; and

WHEREAS, the Suffolk County Department of Economic Development and Planning has approved the use of this parcel for the purposes stated above; now, therefore be it

1st RESOLVED, the subject parcels shall be conveyed to the Town of Babylon, solely for construction of affordable housing, together with the following restrictive covenants that will run with the land so conveyed and, additionally, if any one or more of the following occurs, the subject premises shall revert to the grantor as herein provided and as provided in any deed evidencing the transfer of the subject premises from the grantor to the grantee:

1. If the grantee does not use the subject premises solely and exclusively for affordable housing purposes; in accordance with the approved plan submitted by the grantee. Such reverter clauses contained herein shall apply to the grantee, or any transferee from the grantee undertaking the construction, reconstruction or rehabilitation of affordable housing on the subject premises;
2. If the grantee fails to construct or complete construction of affordable housing unit or units on said property within three (3) years from the date of transfer unless an extension of time is granted in writing, for good cause shown, by the Suffolk County Director of Real Estate, and /or his designee. Such extension shall not exceed two (2) two-year extensions unless approved by duly enacted resolution of the grantor;

3. If the income, at initial occupancy, of the occupant should exceed 80% of the HUD established median income for the Nassau-Suffolk PMSA based on family size;

4. If the subsidized purchase price of home should exceed 60% of median sales price for Suffolk County based upon the State of New York Mortgage Agency Guidelines;

5. If the rent should exceed HUD established fair market rent for Nassau-Suffolk PMSA based upon bedroom size;

6. If the affordable housing unit or units are owner-occupied, and the unit or units fail(s) to remain the principal residence of the owner for a period of five (5) consecutive years. If the affordable housing unit or units are tenant-occupied, and the unit or units fail(s) to remain affordable for ten (10) consecutive years;

7. If the grantee fails to certify to the Suffolk County Director of Real Estate, and /or his designee prior to closing of the title with any affordable housing grantee
   a. the dates of completion and occupancy for any affordable housing unit or units constructed or rehabilitated on said property; and
   b. the total household income, from all sources, of the purchaser or purchasers of the property and his or her family; and
   c. the total purchase or rental price of the affordable housing unit or units sold or otherwise transferred; and
   d. the affordable housing unit or units meet local building and zoning codes;

8. If the grantee shall fail to provide the Suffolk County Director of Real Estate and /or his designee, with an annual written report, no later than December 31 of each year commencing December 31, 2017, on the subject premises, including, but not limited to, the exact and precise use to which the subject premises has been put to along with the net proceeds generated by the initial purchase of the subject premises; or

9. If any subsequent grantee fails to comply with all applicable state, federal, and local regulations pertaining to price, income eligibility and marketing standards for affordable housing programs.

and be it further
2nd RESOLVED, the grantee will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for affordable housing with all right title and interest reverting to the County of Suffolk in the event that the grantee at any time, uses or attempts to use said subject parcel for other than affordable housing or attempts to sell, transfer or otherwise dispose of or does, in fact, sell transfer or otherwise dispose of said subject parcel with said parcel being used thereafter for other than affordable housing; and be it further

3rd RESOLVED, that neither grantee nor any subsequent grantee shall bill or charge back to grantor any cost incurred or projected to be incurred for the cleaning up, removal and disposal of any debris, waste and/or contamination on said property. In the event that such charge back or bill is rendered to the grantor the transfer shall be void ab initio and the realty shall revert to the grantor; and be it further

4th RESOLVED, that it is intended and agreed that the agreements and covenants contained in the deed evidencing transfer of subject premises shall be covenants running with the land and that they shall be, in any event, and without regard to technical classification of designation, legal or otherwise, and except only by law, binding for the benefit and in favor of, and enforceable by, the grantor, it being further understood that such agreements and covenants shall be binding only upon the grantee, if it be a municipality or any assignee of the grantee, undertaking the construction, reconstruction or rehabilitation of affordable housing, only for such period as they shall have title to or an interest in or possession of the property or part thereof; and be it further

5th RESOLVED, the conveyance of the parcel described to the Town of Babylon for the purposes described herein shall be for the sum of One Dollar, and, upon payment of such sum, all subsequent grantees of such subject premises shall comply with all applicable state, federal, and local regulations pertaining to the price, income eligibility and marketing standards for affordable housing programs; and be it further

6th RESOLVED, that the Director of Real Estate, and/or his designee, be and hereby is authorized to execute and acknowledge a quitclaim deed to transfer the interest of Suffolk County in the above-described property upon the above-described terms and conditions. In the event that the grantee shall fail to accept the deed and take title to the property within ninety (90) days of the approval of this resolution, authority for said transfer shall be null and void, and such transfer shall not thereafter be made; and be it further

7th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency hereby finds and determines that the adoption of this resolution is a Type II Action, constituting a Legislative decision in connection with routine or continuing agency administration and management, not including new programs or a major re-ordering of priorities (NYCRR Section 617.5(c) (20) and (27). As a Type II Action, the Legislature has no further responsibilities under SEQRA (6 NYCRR Section 617.5(a).

DATED: ________________________

APPROVED BY: ____________________
RESOLUTION NO. 375 APRIL 26, 2017
REQUESTING THE CONVEYANCE OF A PARCEL FROM SUFFOLK COUNTY TO THE TOWN OF BABYLON, COMMUNITY DEVELOPMENT PROGRAM FOR AFFORDABLE HOUSING AND AUTHORIZING THE CONVEYANCE OF SAID PARCEL TO THE BETHEL A.M.E. CHURCH PURSUANT SECTION 72-h, GENERAL MUNICIPAL LAW

The following resolution was offered by Councilman Donnelly and seconded by Councilman Martinez

WHEREAS, the County of Suffolk is the owner of a parcel of land identified as 28 Sunshine Lane, Amityville, New York, SCTM #0100-173.00-01.00-106.000; and

WHEREAS, the County of Suffolk is willing to declare this parcel to be surplus County property which could be transferred to the Town of Babylon for the purpose of Affordable Rental Housing for households at or below 80% AMI, developed through Bethel A.M.E. Church,

NOW THEREFORE, be it

RESOLVED, that the Town of Babylon requests the County of Suffolk to execute and deliver a quitclaim deed to the Town of Babylon for said property, more particularly described and designated as 28 Sunshine Lane, Amityville, New York, SCTM #0100-173.00-01.00-106.000, pursuant to Section 72-H of the New York General Municipal Law, for the purpose of transferring the interest of Suffolk County in the above described property to the Town of Babylon for conveyance to Bethel A.M.E. Church for Affordable Rental Housing to benefit a household at or below 80% AMI; and be it further

RESOLVED, that said quitclaim deed issued by the Director of the County Division of Real Estate, or his deputy, pursuant to this resolution, shall contain a reverter clause to the effect that title to the said above described parcel shall revert to the County of Suffolk in the event that the property is not used for the above described public governmental purpose.

VOTES: 4   YEAS: 4   NAYS: 0

The resolution was thereupon declared duly adopted.
SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BABYLON

SCTM NO.: 0100-173.00-01.00-106.000

Section 72-h, Gen'l Municipal Law

County Investment

Amount

$87,400.02

PURPOSE:

A. Affordable Housing     X
B. Town Parks
C. Road/Highway
D. Drainage/Recharge Basin
E. Other

Wayne R. Thompson
Property Manager
(631) 853-5871

WRT: ks
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 SALE OF COUNTY-OWNED REAL
   PROPERTY PURSUANT TO SECTION 72-H OF THE
   GENERAL MUNICIPAL LAW TO THE TOWN OF BABYLON
   FOR AFFORDABLE HOUSING PURPOSE
   (SCTM NO. 0100-173.00-01.00-106.000)

3. Purpose of Proposed Legislation
   Convey County owned parcel to the Town of Babylon for affordable housing purposes

4. Will the Proposed Legislation have a fiscal impact? Yes ___ X ____ No _____

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

6. If the answer to item 4 is "yes", Provide detailed explanation of Impact
   Loss of County investment
   Loss of sale at public auction

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

8. Proposed Source of Funding
   Unknown

9. Timing of Impact
   2017

10. Name & Title of Preparer
    R. J. Bhatt
    Land Management Specialist
    Diane E. Weyer
    Chief Financial Analyst

    Signature of Preparer ________ Date ________
    [Signature] 7/28/2017
    [Signature] 8/23/17
### Financial Impact
#### 2017 Property Tax Levy
**Cost to the Average Taxpayer**

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<th>2017 Cost to Avg Taxpayer</th>
<th>2017 Rate per $1000</th>
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<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 Fev Tax Rate per $1000</th>
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<td><strong>Police District and District Court</strong></td>
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<tr>
<td>Total</td>
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**Notes:**
1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.
3) Source for equalization rates: 2016 county equalization rates established by the New York State Board of Equalization and Assessments.

Page 2 of 2

To be completed by the Executive Budget Office.
TITLE OF BILL:

AUTHORIZING THE SALE OF COUNTY-OWNED REAL PROPERTY PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW TO THE TOWN OF BABYLON FOR AFFORDABLE HOUSING PURPOSE (SCTM NO. 0100-173.00-01.00-106.000)

PURPOSE OR GENERAL IDEA OF BILL:

Sale to Town of Babylon of 80' x 115' x 120' x 115' improved land approximately 0.25 acre for use in Affordable Housing Program.

SUMMARY OF SPECIFIC PROVISIONS:

Subject to and in accordance to local law 13-2000, 2-2002 and 17-2004 to establish and modify the Affordable Housing Opportunities Program.

JUSTIFICATION:

Attached Town Board resolution to transfer to Town of Babylon.

FISCAL IMPLICATIONS:

County investment of $80,400.02 loss.
July 28, 2017

Katie Horst
Intergovernmental Relations
H. Lee Dennison Building - 12th Floor
100 Veterans Memorial Highway
Hauppauge, NY 11788

Re: Tax Map No.: 0100-173.00-01.00-106.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to a Municipality, State, or Federal Government.

Dear Ms. Horst:

Enclosed herewith is the original copy of the proposed resolution with documentation pursuant to:

Section 72-h, G.M.L. authorizing the sale of County owned real estate to the Town of Babylon for affordable housing purposes.

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Wayne K. Thompson
Real Property Manager
Division of Real Property Acquisition and Management

WRT:ks

Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor’s Memo

Copy of Resolution to:
CE Reso Review, (electronic copy)
RESOLUTION NO. -2017, AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT GREGORY GIRARDI (SCTM NO. 0100-228.02-01.00-149.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 228.02, Block 01 00, Lot 149 000, and acquired by tax deed on October 14, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York and recorded on October 21, 2016, in Liber 12844, at Page 820, and otherwise known and designated by the Town of Babylon, as District 0100, Section 228.02, Block 01.00, Lot 149.000; 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 October 14, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on October 21, 2016 in Liber 12844 at Page 820.

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, GREGORY GIRARDI has made application of said above described parcel and GREGORY GIRARDI has paid the application fee and has paid $1,763.57, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2017; now, therefore be it

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

2nd RESOLVED, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to GREGORY GIRARDI, 58 Geranium Avenue, Floral Park, NY 11001 to transfer the interest of Suffolk County in the above described property and on the above described terms.
July 25, 2017

Tax Map No.: 0100-228.02-01.00-149.000
Name of Last Legal Fee Owner: GREGORY GIRARDI

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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$1,763.57</strong></td>
</tr>
</tbody>
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Monies Received: $1,763.57

**RESOLUTION AMOUNT**: $1,763.57

APPROVED:

[Signature]

Accounting
LS leg

PREPARED BY:

[Signature]
Lori Sklar
Redemption Unit
(631)853-5937
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

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TOTAL: $1,409.49

B. INTEREST DUE

C. TOTAL

D. 5% LINE C

SUBTOTAL

E. FEE

F. MISC MAILING FEES

G. MISC 2016/17 TAXES

H. MISC

TOTAL AMOUNT DUE: $1,763.57

CERTIFICATION BY COUNTY COMPTROLLER

I, Christina Cooke, 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-Mar-17

Christina M. Cooke
Executive Director of Finance & Taxation

*Interest and penalty computed to 09/10/17

ks
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
   GREGORY GIRARDI
   0100-228.02-01.00-149.000

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)
<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
</tr>
<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
</tr>
</tbody>
</table>

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
   2017

10. Typed Name of Preparer  Signature of Preparer  Date
    Lori Sklar
    /s/ Diane C. Weyer  1/3/2017  8/23/17
# Financial Impact
## 2017 Property Tax Levy
### Cost to the Average Taxpayer

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

### Police District and District Court

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

### Combined

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

**Notes:**
1. Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.
3. Source for equalization rates: 2016 County Equalization Rates established by the New York State Board of Equalization and Assessments.

To be completed by the Executive Budget Office
August 3, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0100-228.02-01.00-149.000
GREGORY GIRARDI

Dear Ms. Horst:

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:tag

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. -2017, AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT MEADOW FARM ESTATES, LLC (SCTM NO. 0500-424.00-01.00-051.007)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Islip, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0500, Section 424.00, Block 01.00, Lot 051.007, and acquired by tax deed on February 16, 2017, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York and recorded on February 28, 2017, in Liber 12902, at Page 647, and otherwise known and designated by the Town of Islip, as District 0500, Section 424.00, Block 01.00, Lot 051.007; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on February 16, 2017, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 28, 2017 in Liber 12902 at Page 647.

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, MEADOW FARM ESTATES, LLC has made application of said above described parcel and MEADOW FARM ESTATES, LLC has paid the application fee and has paid $23,648.77, 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, 2017; 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 therefor. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further

2nd

RESOLVED, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to MEADOW FARM ESTATES, LLC, 715 South Country Road, West Bay Shore, NY 11706 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:
July 25, 2017

Tax Map No.: 0500-424.00-01.00-051.007
Name of Last Legal Fee Owner: MEADOW FARM ESTATES, LLC

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comptroller's Computation</td>
<td>$17,491.22</td>
</tr>
<tr>
<td>Taxes</td>
<td>$6,088.18</td>
</tr>
<tr>
<td>Certified Mail Fees</td>
<td>$69.37</td>
</tr>
<tr>
<td>License Fee Collected</td>
<td>OPEN</td>
</tr>
<tr>
<td>Repairs</td>
<td>OPEN</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>OPEN</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$23,648.77</td>
</tr>
</tbody>
</table>

Monies Received: $23,648.77

Resolution Amount: $23,648.77

Approved:

PREPARED BY:

Lori Sklar
Redemption Unit
(631)853-5937

Accounting
LS/Ag

Amelia Brown 7/26/2017
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>$8,033.03</td>
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<tr>
<td>2015</td>
<td>$4,101.20</td>
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<tr>
<td>2016</td>
<td>$3,851.26</td>
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<tr>
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<td>0</td>
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</tr>
<tr>
<td>0</td>
<td>-</td>
</tr>
<tr>
<td>0</td>
<td>-</td>
</tr>
</tbody>
</table>

**TOTAL:** $15,985.49

B. INTEREST DUE
C. TOTAL
D. 5% LINE C

**SUBTOTAL:** $17,491.22

E. FEE
F. MISC Mailing Fees
G. MISC 2016/17 Taxes
H. MISC

**TOTAL AMOUNT DUE:** $23,648.77

CERTIFICATION BY COUNTY COMPTROLLER

I, Christina Cooke, 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-May-17

Christina M. Cooke
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 11/08/17**
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
   MEADOW FARM ESTATES, LLC
   0500-424.00-01.00-051.007

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
   2017

10. Typed Name of Preparer  Signature of Preparer  Date
    Lori Sklar X 7/31/17
    Dune E. Weyer X 8/23/17
## General Fund

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

## Police District and District Court

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 EIV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

## Combined

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 EIV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

**Notes:**

1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.
3) Source for equalization rates: 2016 county equalization rates established by the New York State Board of Equalization and Assessments.
August 3, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0500-424.00-01.00-051.007
MEADOW FARM ESTATES, LLC

Dear Ms. Horst:

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,

[Signature]

Jason Smagin,
Acting Director of Real Estate
Suffolk County Economic Development and Planning

JS LS tag

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. -2017, AUTHORIZING THE SALE,
PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL
PROPERTY ACQUIRED UNDER SECTION 46 OF THE
SUFFOLK COUNTY TAX ACT MAUREEN F. MCGOWAN
(SCTM NO. 0500-438.00-03.00-026.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and
improvements thereon erected, situate, lying and being in the Town of Islip, County of Suffolk,
and State of New York, described on the Tax Map of the Suffolk County Real Property Tax
Service Agency as District 0500, Section 438.00, Block 03.00, Lot 026.000, and acquired by tax
deed on October 17, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk
County, New York and recorded on October 21, 2016, in Liber 12884, at Page 818, and
otherwise known and designated by the Town of Islip, Lots 23 to 27, Inclusive, Block 29, on a
certain map entitled “Map of Pine Lake, Section 3”, filed in the office of the Clerk of Suffolk
County on October 29, 1926 as Map No. 52; 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 17, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk
County, New York, and recorded on October 21, 2016 in Liber 12884 at Page 818.

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, MAUREEN F. MCGOWAN has made application of said above
described parcel and MAUREEN F. MCGOWAN has paid the application fee and will be paying
$103,677.68, 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, 2017;
now, therefore be it

1st

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

2nd

RESOLVED, that the Director of Real Estate, and/or her designee, be and she
hereby is authorized to execute and acknowledge a Quitclaim Deed to MAUREEN F.
MCGOWAN, 625 Oak Neck Road, West Islip, NY 11795 to transfer the interest of Suffolk
County in the above described property and on the above described terms.
County Executive of Suffolk County

Date:
July 25, 2017

Tax Map No.: 0500-438.00-03.00-026.000
Name of Last Legal Fee Owner: MAUREEN F. MCGOWAN

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMPTROLLER'S COMPUTATION</td>
<td>$91,516.78</td>
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<tr>
<td>Taxes</td>
<td>$12,138.51</td>
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<tr>
<td>Certified Mail Fees</td>
<td>$22.39</td>
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<td>License Fee Collected</td>
<td>OPEN</td>
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<tr>
<td>Repairs</td>
<td>OPEN</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>OPEN</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$103,677.68</strong></td>
</tr>
<tr>
<td>Monies to be Received</td>
<td><strong>$103,677.68</strong></td>
</tr>
<tr>
<td><strong>RESOLUTION AMOUNT</strong></td>
<td><strong>$103,677.68</strong></td>
</tr>
</tbody>
</table>

APPROVED:  

[Signature]
Annette Brownlee 7/26/2017
Accounting

PREPARED BY:  

[Signature]
Lori Sklar
Redemption Unit
(631) 853-5937
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
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<td>2012</td>
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<td>2013</td>
<td>$18,472.92</td>
</tr>
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<td>2014</td>
<td>$17,439.10</td>
</tr>
<tr>
<td>2015</td>
<td>$16,049.04</td>
</tr>
<tr>
<td>2016</td>
<td>$12,339.14</td>
</tr>
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<td>0</td>
<td>$82,289.03</td>
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</table>

B. INTEREST DUE

C. TOTAL $4,869.81

D. 5% LINE C $4,357.94

SUBTOTAL $91,516.78

E. FEE 0

F. MISC MAILING FEES

G. MISC 2016/17 TAXES

H. MISC 0

TOTAL AMOUNT DUE: $103,677.58

CERTIFICATION BY COUNTY COMPTROLLER

I, Christina Cooke, 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.

26-Apr-17

Christina M. Cooke
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 10/23/17**
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. 16-1975, of real property acquired under Section 46 of the Suffolk County Tax Act
   MAUREEN F. MCGOWAN
   0600-438.00-03.00-026.000

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
   2017

10. Typed Name of Preparer   Signature of Preparer   Date
    Lori Sklar   [Signature]   7/26/17
    Diane E. Weyer   [Signature]   8/23/17
<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
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<tr>
<td>Total</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

|                      |                        |                            |                            |
| **POLICE DISTRICT AND DISTRICT COURT** |                        |                            |                            |
| Total                | $0.00                  | $0.00                      | $0.00                      |

|                      |                        |                            |                            |
| **COMBINED**         |                        |                            |                            |
| Total                | $0.00                  | $0.00                      | $0.00                      |

**NOTES:**

3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
August 3, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0500-438.00-03.00-026.000
MAUREEN F. MCGOWAN

Dear Ms. Horst:

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)
RESOLUTION NO. -2017, TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGE-BACKS ON REAL PROPERTY CORRECTION OF ERRORS BY: COUNTY LEGISLATURE (CONTROL NO. 1048-2017)

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

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 years specified be readjusted or refunded in full or part in the amount set opposite each such parcel as herein indicated; and

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.

<table>
<thead>
<tr>
<th>KEY</th>
<th>EXPLANATION</th>
<th>RPTL SEC</th>
<th>LIMITATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Clerical Error</td>
<td>556</td>
<td>3 years</td>
</tr>
<tr>
<td>B</td>
<td>Unlawful Entry</td>
<td>556</td>
<td>3 years</td>
</tr>
<tr>
<td>C</td>
<td>Error in Essential Fact</td>
<td>556a</td>
<td>3 years</td>
</tr>
<tr>
<td>Key</td>
<td>Town</td>
<td>Year</td>
<td>S.C. Tax Map No</td>
</tr>
<tr>
<td>-----</td>
<td>------------</td>
<td>------</td>
<td>-----------------</td>
</tr>
<tr>
<td>A</td>
<td>BABYLON</td>
<td>16/17</td>
<td>0100 18600 0300 083000</td>
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<tr>
<td>A</td>
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<td>16/17</td>
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<td>C</td>
<td>SMITHTOWN</td>
<td>16/17</td>
<td>0800 03700 0300 014004</td>
</tr>
<tr>
<td>C</td>
<td>SMITHTOWN</td>
<td>15/16</td>
<td>0800 03700 0300 014004</td>
</tr>
<tr>
<td>C</td>
<td>SMITHTOWN</td>
<td>14/15</td>
<td>0800 03700 0300 014004</td>
</tr>
<tr>
<td>A</td>
<td>SMITHTOWN</td>
<td>16/17</td>
<td>0800 13100 0400 012015</td>
</tr>
</tbody>
</table>

*As Provided and Requested By Town Assessor or Receiver of Taxes

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
Memorandum

To:        Katie Horst, Intragovernmental Relations

From:      Penny Wells LaValle, MAI, CCIM, CCD

Date:      August 2, 2017

Re:    Resolution Control No.  1048-2017

ATTACHED FOR YOUR REVIEW PLEASE FIND CORRECTION OF ERRORS CONTROL NO.  1048-2017
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
   Village
   Economic Impact
   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  A. Bartel  RPAT I

11. Signature of Preparer

12. Date  August 2, 2017
Additional back-up material regarding IR 1713 is on file in the

Legislative Clerk's Office, Hauppauge.
RESOLUTION NO. -2017, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $20,500 IN FEDERAL PASS-THROUGH FUNDING FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S MOTORCYCLE SAFETY ENFORCEMENT AND EDUCATION PROGRAM WITH 79.61% SUPPORT

WHEREAS, the State of New York Governor's Traffic Safety Committee has awarded $20,500 in Federal Highway Safety pass-through monies to fund a program allowing the Suffolk County Police Department to continue to conduct enforcement and education activities to effectively reduce the number of motorcycle fatalities in Suffolk County; and

WHEREAS, the operational period for this program will be from October 1, 2017, through September 30, 2018 and

WHEREAS, except for the creation of Fund 003 by Adopted Resolution No. 1138-2016 the subject funding would be appropriated into Fund 115; and

WHEREAS, said grant funds totaling $20,500 have not been included in the 2017 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:

Motorcycle Safety Enforcement and Education 2018 - $20,500

REVENUE:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>POL</td>
<td>3641</td>
<td>4235</td>
<td>20,500</td>
</tr>
</tbody>
</table>

ORGANIZATIONS:

Police Department (POL)
Motorcycle Safety Enforcement and Education 2018
003-POL-3641- $20,500

1000-PERSONNEL SERVICES: $20,000

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>POL</td>
<td>DEG</td>
<td>3641</td>
<td>1120</td>
<td>0000</td>
<td>Overtime</td>
<td>20,000</td>
</tr>
</tbody>
</table>
3000-SUPPLIES MATERIALS & OTHERS: $500

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>POL</td>
<td>DEG</td>
<td>3641</td>
<td>3040</td>
<td>0000</td>
<td>Printing</td>
<td>500</td>
</tr>
</tbody>
</table>

and be it further

2nd RESOLVED, that the employee benefits of $5,250 associated with the overtime salaries for this grant are included in the 2017 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 the grant agreement between Suffolk County and the State of New York Governor’s Traffic Safety Committee.

DATED:  

APPROVED BY:  

______________________________
County Executive of Suffolk County  

Date of Approval:  

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>XX</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Title Of Proposed Legislation

Accepting and appropriating a grant in the amount of $20,500 in Federal pass-through funding from The State Of New York Governor’s Traffic Safety Committee, for the Suffolk County Police Department’s Motorcycle Safety Enforcement and Education Program with 79.61% 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)

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
</tr>
<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
</tr>
</tbody>
</table>

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

The resolution provides $20,500 for participation in the Motorcycle Safety Enforcement and Education grant program.

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

The funds provided by this grant must be expended between October 1, 2017 and September 30, 2018.

8. Proposed Source of Funding

$5,250 in non-reimbursable fringe benefits are included in the 2017 operating budget.

9. Timing of Impact

October 1, 2017

10. Typed Name & Title of Preparer

Susan C. Krause, Grants Analyst

11. Signature of Preparer

12. Date

July 24, 2017

SCIN FORM 175b (10/95) Page 1 of 2
## GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

## POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

## COMBINED

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

### NOTES:


3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
2017 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating a grant in the amount of $20,500 in Federal pass-through funding from the State of New York Governor's Traffic Safety Committee for the Suffolk County Police Department's Motorcycle Safety Enforcement and Education Program with 79.61% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $20,500 in grant funding to support the Suffolk County Police Department's program to improve motorcycle safety through enhanced enforcement and education in Suffolk County.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept Federal pass-through funding in the amount of $20,500 to be used to support enhanced enforcement of motorcycle safety laws and educational activities concerning motorcycle safety in Suffolk County.

JUSTIFICATION: The Suffolk County Police Department enforces NYS Vehicle and Traffic Law regulations with regard to motorcycle operation and provides motorcycle safety education in Suffolk County. Acceptance of this funding will support enhanced efforts to increase motorcycle safety and decrease motorcycle fatalities in Suffolk County.

FISCAL IMPLICATIONS: Non-reimbursable employee benefit costs of approximately $5,250 will be incurred from October 1, 2017 through September 30, 2018. Additional costs will only be incurred if the program receives funding in subsequent years.
COORDINATION OF GRANT APPLICATION OR CONTRACT
County of Suffolk

<table>
<thead>
<tr>
<th>Submitting Department/Agency</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffolk County Police Department</td>
<td>30 Yaphank Avenue, Yaphank, NY 11980</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person In Department/Agency</th>
<th>Telephone Number</th>
<th>Grant Application Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Susan C. Krause Grants Analyst</td>
<td>852-6601</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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: Motorcycle Safety Enforcement and Education 2018


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.)
   Grant funding will support the Suffolk County Police Department’s continuing efforts to increase awareness of motorcycle safety issues through the enforcement of NYS Vehicle and Traffic Law regulations concerning motorcycle safety as well as through educational presentations.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.)

II. BUDGET INFORMATION

1. Term of Contract
   From: 10/01/17  
   To: 09/30/18

2. Financial Assistance Requested

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>ELEVENTH FUNDING CYCLE</th>
<th>TWELFTH FUNDING CYCLE</th>
<th>THIRTEENTH FUNDING CYCLE</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
</tr>
<tr>
<td>Federal</td>
<td>$20,500</td>
<td>79.55%</td>
<td>$20,500</td>
</tr>
<tr>
<td>State</td>
<td>$</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Private</td>
<td>$</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>County</td>
<td>$5,270</td>
<td>20.45%</td>
<td>$5,190</td>
</tr>
<tr>
<td>Total</td>
<td>$25,770</td>
<td>100%</td>
<td>$25,690</td>
</tr>
</tbody>
</table>

SCIN FORM 164
3. Explanation of Requested County Financial Assistance

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Requested</th>
<th>Personnel Costs Requested</th>
<th>Non-Personnel Costs Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL COUNTY SHARE:</td>
<td>$5,250</td>
<td>$</td>
<td>$5,250</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td>$5,250</td>
<td>$</td>
<td>$5,250</td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

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
<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>APPROPRIATION NUMBER GRANTOR FUNDS</th>
<th>APPROPRIATION NUMBER COUNTY FUNDS</th>
<th>APPROPRIATION NUMBER IN-KIND CONTRIBUTION</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 PERSONAL SERVICES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1100 Permanent Salaries</td>
<td></td>
<td>20,000</td>
<td></td>
<td></td>
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<tr>
<td>1110 Interim Salaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1120 Overtime Salaries</td>
<td></td>
<td>20,000</td>
<td></td>
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<tr>
<td>2000 EQUIPMENT:</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2010 Furniture &amp; Fixtures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020 Office Machines</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2030 Automobiles &amp; Motorcycles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2070 Cameras and Photographic</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2500 Other Equip Not Otherwise</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000 SUPPLIES MATERIALS &amp; OTHERS:</td>
<td></td>
<td>500</td>
<td></td>
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</tr>
<tr>
<td>3010 Office Supplies</td>
<td></td>
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<tr>
<td>3020 Postage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3030 Photostat, Photograph, Blueprint</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3040 Printing</td>
<td></td>
<td>500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3160 Computer Software</td>
<td></td>
<td></td>
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<tr>
<td>3500 Other Unclassified</td>
<td></td>
<td></td>
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<tr>
<td>3680 Repairs: Special Equipment</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>4000 UTILITIES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4010 Telephone &amp; Telegraph</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4300 TRAVEL:</td>
<td></td>
<td></td>
<td></td>
<td>p14</td>
</tr>
<tr>
<td>4310 Employee Misc - Expenses</td>
<td></td>
<td></td>
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<tr>
<td>4330 Travel Employee Contracts</td>
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<td></td>
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</tr>
<tr>
<td>4340 Travel Other Contracts</td>
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<td></td>
</tr>
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</table>

SCIN Form 164D (10-80)
<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>APPROPRIATION NUMBER</th>
<th>APPROPRIATION NUMBER</th>
<th>APPROPRIATION NUMBER</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>GRANTOR FUNDS</td>
<td>COUNTY FUNDS</td>
<td>IN-KIND CONTRIBUTION</td>
<td></td>
</tr>
<tr>
<td>4400 FEES FOR FACILITIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4410 Rent: Offices &amp; Buildings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4500 FEES FOR SERVICES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4560 Fees for Services, Non-Employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4900 CONTRACTED SERVICES (LIST)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8000 EMPLOYEE BENEFITS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8280 Retirement</td>
<td>5,250</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8300 Insurance: Worker Compensation</td>
<td>4,960</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8330 Social Security</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8360 Health Insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8380 Dental Insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER (List Source &amp; Brief Explanation)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I certify that the above in-kind contribution are not currently being used to support other grants.

SCIN Form 164D (10-80)
<table>
<thead>
<tr>
<th>TITLE OF POSITION</th>
<th>GRADE/STEP</th>
<th>SALARY</th>
<th>EMPLOYEE NAME</th>
<th>SOURCE OF FUNDING BY %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer</td>
<td>6</td>
<td>$110.76/ hr. OT</td>
<td>Various</td>
<td>100%</td>
</tr>
<tr>
<td>Sergeant</td>
<td>6</td>
<td>$130.67/ hr. OT</td>
<td>Various</td>
<td>100%</td>
</tr>
</tbody>
</table>

SCiN Form 164D (10-80)
June 13, 2017

Sarah Furey  
Sr. Grants Analyst  
Suffolk County Police Department  
30 Yaphank Avenue  
Yaphank, NY 11980-9641

Re: HS1-2018-Suffolk Co PD -00234-(052)  
Motorcycle Safety Education and Enforcement 2018  
DMV01-T006193 -3700393  
CFDA #: 20.600  
EFFECTIVE DATE: October 1, 2017

Dear Sr. Grants Analyst Sarah Furey:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that the Suffolk County Police Department has been awarded $20,500 to participate in the New York State’s Highway Safety Program. Our goal is to reduce the number of crashes, injuries and deaths on New York’s roads. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in New York State’s Highway Safety Program. I wish you success in your efforts. If you have any questions, please contact the Governor’s Traffic Safety Committee at (518) 474-5111.

Sincerely,

Charles R. DeWeese  
Assistant Commissioner

CRD:io  
Enclosure  
cc: Paul Hyland
<table>
<thead>
<tr>
<th>Original Request Amount</th>
<th>Approved Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Services</td>
<td>GTSC Funding</td>
</tr>
<tr>
<td></td>
<td>$20,000</td>
</tr>
<tr>
<td>Other Than Personal Services (OTPS)</td>
<td></td>
</tr>
<tr>
<td>Commodity</td>
<td>$500</td>
</tr>
<tr>
<td>Travel: In-state</td>
<td>$0</td>
</tr>
<tr>
<td>Travel: Out-of-state</td>
<td>$0</td>
</tr>
<tr>
<td>Equipment</td>
<td>$0</td>
</tr>
<tr>
<td>Other Costs</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Other Than Personal Services</strong></td>
<td>$500</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$20,500</strong></td>
</tr>
</tbody>
</table>
No Contract Required for Grants Under $50,000

GENERAL INFORMATION:

There are no procurement or contract requirements for grants under $50,000.

APPLICATION:

Applicants can submit applications electronically or in hard copy. All applications must be received by the deadline set by the granting agency.

ADDITIONAL INFORMATION:

Grants under $50,000 are awarded on a first-come, first-served basis. Applicants are encouraged to submit applications early to ensure their consideration.

Funding:

Grants are awarded based on the merit of the proposed project and the need for funding. Applicants are asked to provide detailed budgets and project descriptions in their applications.

Reporting:

Grantees are required to submit annual reports detailing their progress and expenditures. These reports are submitted by the anniversary date of the grant.

Contact:

For more information, please contact your local grant office. You can also reach us by phone at (555) 123-4567 or by email at grants@yourorganization.org.
TO: Katie Horst, Director of Intergovernmental Relations  
Suffolk County Executive's Office

FROM: Robert G. Cassagne, Chief of Support Services  
Suffolk County Police Department

DATE: July 24, 2017

SUBJECT: Resolution Packets & SCIN Forms for  
Motorcycle Safety Enforcement and Education 2018  
Project Number: DMV01-T006193-3700393

Attached please find the following for the Governor's Traffic Safety Committee sponsored Motorcycle Safety Enforcement and Education 2018 Grant Program:

1. Draft Resolution  
2. Memorandum of Support  
3. Grant SCIN Forms.  
6. A copy of the award documents

This legislation will allow the County to accept Federal pass-through funding in the amount of $20,500 to be used to support enhanced enforcement of motorcycle safety laws and educational activities concerning motorcycle safety in Suffolk County.

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 for your assistance with this project.

RC/sck

ACCREDITED LAW ENFORCEMENT AGENCY
Visit Us Online at www.suffolkpd.org
Crime Stoppers Confidential Tip Hotline 1-800-220-TIPS  
Non-Emergencies Requiring Police Response, Dial (631) 852-COPS  
30 Yaphank Avenue, Yaphank, New York 11980 – (631) 852-6000
RESOLUTION NO. 2017, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976
LAWRENCE Q. ELLIOTT (SCTM NO. 0900-230.00-03.00-027.000)

WHEREAS, the COUNTY OF SUFFOLK had acquired an interest in the following described parcel that is surplus to the needs of the County of Suffolk:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Southampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0900 Section 230.00 Block 03.00 Lot 027.000 and acquired by Tax Deed on November 13, 2000 from John C. Cochrane, the County Treasurer of Suffolk County, New York, and recorded on November 21, 2000 in Liber 12085 at CP 885 and described as follows, known and designated as North West part of Lot 39 on a certain map entitled “Amended Map A of Chas W. Jackson” and filed in the Office of the Clerk of the County of Suffolk on March 16, 1931 as Map No. 593,

WHEREAS in accordance with Local Law No. 13-1976 of the County of Suffolk, provision has been made for the sale of real property acquired by the County through tax sale to an adjoining property owner; and

WHEREAS, Lawrence Q. Elliott, has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of $138.00. At closing the purchaser will be responsible for the pro rata share of the current taxes which amount will be due upon receipt of the deed; and

WHEREAS, the real property above described being in size approximately 12’ x 23’ (Landlocked) has been appraised at $138.00, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, the Director of Real Estate, and/or his designee, has received and deposited the sum of $138.00, pursuant to said purchase offer; and

WHEREAS, the Suffolk County Department of Economic Development and Planning has reviewed this parcel and recommends that said parcel be sold to adjacent owners with certain restrictive covenants so as to prevent further development of the land; now, 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 thereeto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of the law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5 (a) (1); and be it further,
2nd RESOLVED, that the deed shall include the following language: AND the premises described herein shall not be independently improved by the erection of any habitable structure, and can be merged with grantee's adjoining parcel if applicable so as to form one single lot. There can be no further subdivision of the merged parcel unless it is consistent with local town and/or village zoning codes and standards of the Suffolk County Department of Health Services, applicable at the time application is made. This restrictive covenant shall be enforceable by the County of Suffolk by injunctive relief or by any other remedy, in equity, or at law. The failure of the County of Suffolk or any agency thereof to enforce this covenant, shall not be deemed to impose any liability whatsoever upon the County of Suffolk or any officer, employee or agent thereof. This covenant and restriction shall run with the land and shall be binding upon the grantee, its successor and assigns, and upon all persons claiming under them; and be it further

3rd RESOLVED, that the Director of Real Estate, and/or his designee, is hereby authorized to execute and acknowledge a, Quitclaim Deed to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Lawrence Q. Elliott residing at 16 Sharon Street, Brooklyn, New York 11211.

DATED:

APPROVED BY

County Executive of Suffolk County

Date of Approval:
DIRECT SALE:
Suffolk County Local Law No. 13-1976
Tax Map No. 0900-230.00-03.00-027.000

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<th>BID</th>
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<td></td>
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</tr>
<tr>
<td>16 Sharon Street</td>
<td></td>
<td></td>
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</tr>
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SIZE OF PARCEL: 12' x 23' (Landlocked)
APPRaised VALUE: $138.00
COMMENT: Direct Sale to Adjacent Owner

Wayne R. Thompson
Property Manager
(631) 853-5971
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
SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO
LOCAL LAW No. 13-1976
LAWRENCE Q. ELLIOTT
(SCTM NO. 0900-230.00-03.00-027.000)

3. Purpose of Proposed Legislation
Convey County owned parcel to adjacent owner

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

5. If the answer to Item 4 is “yes”, on what will it impact?

   X     County       _____  Town     _____  Economic Impact

   _____  Village    _____  School District Other (Specify):

   _____  Library District   _____  Fire District

6. If the answer to Item 4 is “yes”, provide detailed explanation of impact.
   Income from sale.

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

8. Proposed Source of Funding
   None

9. Timing of Impact
   2017

10. Name & Title of Preparer
    Signature of Preparer    Date
    R.J. Bhatt, Land Management Specialist
    ___________  ______________________   7/27/17

    June E. Weyer, Chief Financial Analyst
    ______________________  ___________   8/23/17
## FINANCIAL IMPACT
### 2017 PROPERTY TAX LEVY
#### COST TO THE AVERAGE TAXPAYER

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<tr>
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<td>POLICE DISTRICT AND DISTRICT COURT</td>
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**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
July 27, 2017

Katie Horst
Intergovernmental Relations
H. Lee Dennison Bldg. 12th Fl.
100 Veterans Memorial Highway
Hauppauge, NY 11788

Re: Tax Map Number: 0900-230.00-03.00-027.000

Dear Ms. Horst:

Enclosed herewith is the original copy of the proposed resolution with documentation pursuant to:

Local Law No. 13-1976 - Authorizing the Direct Sale of County Owned Real Estate

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Wayne R. Thompson
Real Property Manager
Division of Real Property Acquisition and Management

WRT:slb

Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor’s Memo

Copy of Resolution to:
CE Reso Review, (electronic copy)
RESOLUTION NO. 2017, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $2,640,363 FOR THE "URBAN AREA SECURITY INITIATIVE (UASI) FY2017" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES

WHEREAS, the New York State Division of Homeland Security and Emergency Services (DHSES) has awarded Suffolk County federal funds under the UASI FY2017 Program to be implemented by the Suffolk County Department of Fire, Rescue & Emergency Services; and,

WHEREAS, Resolution No. 671-2017 to authorize the County Executive to execute grant related agreements for the State Homeland Security Program (SHSP) FY2017 and Urban Area Security Initiative (UASI) FY2017 was adopted on July 25, 2017; and

WHEREAS, the UASI FY2017 will provide funds to the Departments of Fire, Rescue & Emergency Services, Police, Sheriff, Health Services, and Medical Examiner to support planning, equipment, training and exercise needs associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials; and

WHEREAS, this grant is for a thirty-six (36) month period from 09/01/2017 through 8/31/2020 in which the County will receive 100% grant funding in the amount of $2,640,363 for the UASI FY2017; and,

WHEREAS, said funds have not been included in the 2017 Operating Budget; and

WHEREAS, the UASI FY2017 grant includes funding for the Department of Fire, Rescue and Emergency Services to continue the employment of eight (8) positions total: one (1) Community Emergency Evacuation Coordinator (full-time); four (4) Resource Management Officers (part-time); one (1) Resources Management Officer (full-time); one (1) Planning Aide (full-time); one (1) Senior Clerk Typist (full-time); and

WHEREAS, these positions already exist unfunded in the 2017 Operating Budget in 003-FRE-3401 as position numbers 0300-0003 (Community Emergency Evacuation Coordinator), 0300-0004/5/6/7 (Resource Management Officer-P/T), 0300-0008 (Resources Management Officer-F/T), 0300-0009 (Planning Aide); and 0100-0001 (Sr. Clerk Typist); and

WHEREAS, the UASI FY2017 grant includes funding for the purchase of one (1) vehicle with modifications to support a covert LPR unit for the Police Department; and

WHEREAS, the purchase of this vehicle will temporarily increase the fleet of the Police Department by one; 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 a duty enacted resolution of the Suffolk County Legislature; now, therefore be it

1st

RESOLVED, the County Comptroller be and hereby is authorized to accept $2,640,363 and appropriate said grant fund as follows:

**UASI FY2017 - $2,640,363**

**REVENUES:**

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<th>Revenue Code</th>
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**ORGANIZATIONS:**

Suffolk County Department of Fire, Rescue & Emergency Services

**UASI FY2017**

003-FRE-3418-$1,523,329

**1000-PERSONNEL SERVICES:** $416,367

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**2000-EQUIPMENT:** $405,201

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**3000-SUPPLIES:** $498,985

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Suffolk County Police Department

**UASI FY2017**

003-POL-3794-$570,076

### 1000-Personnel Services: $354,573

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<tbody>
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Suffolk County Department of Health Services

**UASI FY2017**

003-HSV-4629-$148,234
### 3000-SUPPLIES: $146,734

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Suffolk County Sheriff's Office

**SHSP FY2017**

003-SHF-3638-$124,584

### 1000-PERSONNEL SERVICES: $49,584

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### 2000-EQUIPMENT: $68,000

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>SHF</td>
<td>DEG</td>
<td>3638</td>
<td>2500</td>
<td>0000</td>
<td>Other Equipment</td>
<td>$68,000</td>
</tr>
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</table>

### 4000-CONTRACTUAL EXPENSES: $7,000

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>SHF</td>
<td>DEG</td>
<td>3638</td>
<td>4015</td>
<td>0000</td>
<td>Cellular Communications</td>
<td>$7,000</td>
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</table>

Suffolk County Medical Examiner's Office

**SHSP FY2017**

003-MED-4733-$16,761

### 2000-EQUIPMENT: $8,750

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>MED</td>
<td>DEG</td>
<td>4733</td>
<td>2070</td>
<td>0000</td>
<td>Cameras &amp; Photographic Equipment</td>
<td>$6,000</td>
</tr>
<tr>
<td>003</td>
<td>MED</td>
<td>DEG</td>
<td>4733</td>
<td>2080</td>
<td>0000</td>
<td>Medical, Dental &amp; Laboratory</td>
<td>$2,750</td>
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3000-SUPPLIES: $8,011

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>MED</td>
<td>DEG</td>
<td>4733</td>
<td>3160</td>
<td>0000</td>
<td>Computer Software</td>
<td>$8,011</td>
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</table>

**Employee Benefits**

Suffolk County Department of Fire, Rescue & Emergency Services

**8000-EMPLOYEE BENEFITS: $152,031**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>FRE</td>
<td>DEG</td>
<td>3418</td>
<td>8330</td>
<td>0000</td>
<td>Social Security</td>
<td>$31,850</td>
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<tr>
<td>003</td>
<td>FRE</td>
<td>DEG</td>
<td>3418</td>
<td>8280</td>
<td>0000</td>
<td>Retirement</td>
<td>$52,182</td>
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<tr>
<td>003</td>
<td>FRE</td>
<td>DEG</td>
<td>3418</td>
<td>8380</td>
<td>0000</td>
<td>Welfare Fund</td>
<td>$5,824</td>
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<tr>
<td>039</td>
<td>EMP</td>
<td>ODE</td>
<td>9060</td>
<td>8360</td>
<td>0000</td>
<td>Major Medical Claims</td>
<td>$62,175</td>
</tr>
</tbody>
</table>

Suffolk County Police Department

**8000-EMPLOYEE BENEFITS: $93,076**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>POL</td>
<td>DEG</td>
<td>3794</td>
<td>8330</td>
<td>0000</td>
<td>Social Security</td>
<td>$5,142</td>
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<tr>
<td>003</td>
<td>POL</td>
<td>DEG</td>
<td>3794</td>
<td>8280</td>
<td>0000</td>
<td>Retirement</td>
<td>$87,934</td>
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Suffolk County Sheriff’s Office

**8000-EMPLOYEE BENEFITS: $12,272**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>SHF</td>
<td>DEG</td>
<td>3794</td>
<td>8330</td>
<td>0000</td>
<td>Social Security</td>
<td>$3,793</td>
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<td>003</td>
<td>SHF</td>
<td>DEG</td>
<td>3794</td>
<td>8280</td>
<td>0000</td>
<td>Retirement</td>
<td>$8,479</td>
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</tbody>
</table>

**Interfund Transfer**

Transfer to Employee Medical Health Plan

$62,175

**9000-INTERFUND TRANSFERS: $62,175**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>FRE</td>
<td>DEG</td>
<td>3418</td>
<td>9550</td>
<td>0000</td>
<td>TR To FD 039 Self Hlth Ins</td>
<td>$62,175</td>
</tr>
</tbody>
</table>

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

REVENUES

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>039</td>
<td>IFT</td>
<td>E039</td>
<td>R003</td>
<td>$62,175</td>
</tr>
</tbody>
</table>

; and be it further

3rd RESOLVED, that the following positions be and they hereby are continued in the Department of Fire, Rescue & Emergency Services and funded by the UASI 2017 grant:

Department of Fire, Rescue & Emergency Services

<table>
<thead>
<tr>
<th>Position No.</th>
<th>Spec No.</th>
<th>Position Title</th>
<th>JC</th>
<th>Grade</th>
<th>No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3401-0300-0003</td>
<td>5803</td>
<td>Comm Emerg Evac Coord (F/T)</td>
<td>C</td>
<td>23</td>
<td>1</td>
</tr>
<tr>
<td>3401-0300-0004/5/6/7</td>
<td>5808</td>
<td>Resource Mgmt Officer EP (P/T)</td>
<td>C</td>
<td>16</td>
<td>4</td>
</tr>
<tr>
<td>3401-0300-0008</td>
<td>5808</td>
<td>Resource Mgmt Officer EP (F/T)</td>
<td>C</td>
<td>16</td>
<td>1</td>
</tr>
<tr>
<td>3401-0300-0009</td>
<td>1510</td>
<td>Planning Aide (F/T)</td>
<td>C</td>
<td>17</td>
<td>1</td>
</tr>
<tr>
<td>3401-0100-0001</td>
<td>0022</td>
<td>Senior Clerk Typist (F/T)</td>
<td>C</td>
<td>09</td>
<td>1</td>
</tr>
</tbody>
</table>

4th RESOLVED, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individuals filling the positions created by this resolution at the conclusion of the grant funding provided for such positions created by said grant; and be it further

5th RESOLVED, that the County Legislature hereby authorizes the temporary increase of the fleet of the Police Department by one (1); and be it further

6th RESOLVED, the purchase of one (1) vehicle with modifications to support a covert LPR unit for the Police Department is hereby approved pursuant to Chapter 255-2 B. (6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the County Vehicle Standard; and be it further

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

2. Title of Proposed Legislation  
   ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $2,640,363 FOR THE "URBAN AREA SECURITY INITIATIVE (UASI) FY2017" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES

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

   Accept and appropriate UASI 2017 Grant funding in the Departments of FRES, Police, Sheriff, Health Services, and Medical Examiner.

   Fund one (1) full-time Community Emergency Evacuation Coordinator position (003-FRE-3401-0300-0003), four (4) part-time Resource Management Officers positions (003-FRE-3401-0300-0004/5/6/7), one (1) full-time Resources Management Officer (003-FRE-3401-0300-0008), one (1) full-time Planning Aide position (003-FRE-3401-0300-0009), and one (1) full-time Senior Clerk Typist position (003-FRE-3401-0100-0001).

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.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision  
   $2,640,363 - UASI FY2017

8. Proposed Source of Funding  


10. Typed Name & Title of Preparer  
    Jared Cirillo, Senior Grants Analyst

11. Signature of Preparer

12. Date  
    August 8, 2017

SCIN FORM 175b (10/95)
## General Fund

<table>
<thead>
<tr>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

## Police District and District Court

<table>
<thead>
<tr>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

## Combined

<table>
<thead>
<tr>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Notes:

1. Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.
3. Source for equalization rates: 2016 County Equalization rates established by the New York State Board of Equalization and Assessments.

To be completed by the Executive Budget Office.
TO: Katie Horst  
Director of Intergovernmental Relations  

FROM: Joseph F. Williams  
Commissioner  

DATE: August 8, 2017  

SUBJECT: Request for Introductory Resolution: UASI FY2017 Grant  

Enclosed for further processing is an introductory resolution and supporting documents to accept and appropriate $2,640,363 in funding from the US Department of Homeland Security through the NYS Division of Homeland Security and Emergency Services for the Urban Area Security Initiative (UASI) FY2017 Grant. In addition to this department, the grant provides funding for the Police Department, Sheriff’s Office, Department of Health Services, and the Office of the Medical Examiner.

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

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

JFW:jac

Enclosures
TITLE OF BILL: An act to accept and appropriate 100% Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $2,640,363 for the 2017 UASI Grant Program administered by the Suffolk County Department of Fire, Rescue & Emergency Services.

PURPOSE OR GENERAL IDEA OF BILL: The UASI FY2017 will provide funds to the Departments of Fire, Rescue & Emergency Services, Police, Sheriff, Medical Examiner, and Health Services to support planning, equipment, training and exercise needs associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials.

SUMMARY OF SPECIFIC PROVISIONS: N/A

JUSTIFICATION: These grant funds will sustain the CEEC, Planning Aide, Senior Clerk Typist, and Resource Management Officers positions in FRES as well as overtime costs for the department as it relates to Homeland Security. In addition, it will allow FRES to sustain the warehouse lease to store WMD equipment, enhance electronic communications and maintain the radio system. It will also allow FRES to purchase deployable assets, warehouse equipment, WMD response equipment, and MREs and water. Furthermore, it will allow FRES to sustain computer software maintenance, licensing and internet service. It will also allow FRES to complete regional construction that will aid in the on-going and reoccurring training of specialty teams. In addition, it will allow FRES to complete construction and site work geared toward the hardening of the Fire Rescue Primary Communication and Emergency Management Center. FRES will also continue to cover the cost of Tidal Gauge Monitors through a Joint Funding Agreement with the US Geological Survey (USCG). SCPD will purchase a portable fuel supply storage container, aviation fuel spill portable containment system, mobile credentialing system, ALEA data sharing-Phase II, data exchange monitors for duty officers, dive team equipment, a vehicle with modifications to support a covert LPR unit, portable radio car chargers, intelligence system upgrades, laptops/tablets, and gas mask holders. In addition, the grant will provide equipment and supplies for Citizen Corps/Citizen Preparedness activities-Auxiliary Police. It will also allow SCPD to provide overtime for training/exercises/CIP. The Department of Health Services will use grant funds to repair HSGP purchased equipment. The grant will allow Health Services to sustain maintenance contracts for software (including Clarix Adobe Connecy). It will also allow Health Services to sustain maintenance contracts for equipment (including Metiman, Caesar, iStan, MOGS, iStat, etc.) and purchase eligible pharmaceuticals to maintain its medication cache capacity. In addition, the grant will allow Health Services to utilize per diem instructors for emergency response training. The Sheriff’s Office will use grant funds to continue satellite phone service. The grant will also allow the Sheriff’s Office to purchase ballistic shields, night vision equipment, and Forward Looking Infrared (FLIR). The Sheriff’s Office will also use grant funds to purchase Blue Force Maritime Tracking. In addition, the grant will allow the Sheriff’s Department to provide overtime for CIP/training/exercises. Lastly, it will allow the Medical Examiner’s Office to purchase a portable morgue workstation, camera, and Netmotion mobility software.

FISCAL IMPLICATIONS: None
STATE AGENCY
New York State Division of Homeland Security and Emergency Services
1220 Washington Avenue
Building 7A Suite 710
Albany, NY 12242

NYS COMPROLLER'S NUMBER: C152873
(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: WM2017 NYC UASI
CEDA NUMBER: 97.067
DHSES NUMBERS: WM17152873

FEDERAL TAX IDENTIFICATION NO: 11-8000464
MUNICIPALITY NO: (if applicable) 470100000 000
SBS VENDOR NO: 1000000009
DUN & BRADSTREET NO: 085949190

INITIAL CONTRACT PERIOD:
FROM 09/01/2017 TO 09/30/2020
FUNDING AMOUNT FOR INITIAL PERIOD: $2,640,383.00

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.

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:__________________________________________
Date:__________________________________________

Title:__________________________________________
Date:__________________________________________

Award Contract
Project No. UN17-1008-D00
Grantee Name Suffolk County

Award Contract
Project No. Grantee Name

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

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
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 certificiates 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,
isurrection, riot, strikes, lockdown 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
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: 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: 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: Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.
g. Scheduled Reimbursement. 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. 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 59-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 317(C)(5) 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).

   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
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, 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 399-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 (V)(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. 92-281), 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. 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)


   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 NYCCR §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/International/vendorsearchpublic.asp. Additionally, Contractor is encouraged to contact the Division of Minority and Women Business Development (518) 282-5250; (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 NYCCR §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 NYCCR §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 workforce.

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 nondiscrimination 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 9 of Section 513 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. MWBE 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:

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participation 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 MWBE contractor associations.

(2) Request a list of State-certified MWBEs 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 MWBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.

(6) Ensure that progress payments to MWBEs 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 MWBE 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 nondiscrimination 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.

5. 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 casts doubt on 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).

do. 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 if it seeks 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


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 subcontractors 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 28, 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


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/dyb01.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 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
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
Project No. UN17-1008-000
Grantee Name Suffolk County

New York City UASI

07/28/2017

Budget Summary by Participant

Suffolk County - Version 1

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<td>1</td>
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<td>4</td>
<td>E10 - Blue Force Tracking Software (SHF)</td>
<td>19FD-01-WATR</td>
<td>1</td>
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<td>5</td>
<td>E4 - Critical Emergency Supplies (MREs and Water) (FRES)</td>
<td>19GN-00-FUEL</td>
<td>1</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
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<tr>
<td>6</td>
<td>E5 - Portable Fuel Supply Storage Container (Fuel Bladder) (POL)</td>
<td>04MD-01; 03</td>
<td>1</td>
<td>$48,247.00</td>
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<td>E23 - Medical Examiner Workstation with Drawers (MED)</td>
<td>04MD-01</td>
<td>1</td>
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<tr>
<td>9</td>
<td>E2 - Deployable Assets (FRES) (Including but not limited to: Portable Lighting and Message Boards)</td>
<td>03OE-03-SIGN</td>
<td>1</td>
<td>$30,000.00</td>
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<td>E14 - Forward Looking Infra-Red (FLIR) System (SHF)</td>
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<td>E20 - Intelligence System Upgrades (POL)</td>
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<td>E19 - Portable Radio Car Chargers (POL)</td>
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<td>14</td>
<td>E15 - Law Enforcement Data Exchange and Interoperability - Phase II (Hardware, Software and Integration) (POL) (Expenditures are prohibited pending EHP approval if not mobile or portable)</td>
<td>13IT-00-DEXC</td>
<td>1</td>
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<tr>
<td>15</td>
<td>E12 - Communication Site Security &amp; Infrastructure -UHF transmit/receive antenna, GTR 800 conventional simulcast stations, two-channel duplexer, MLC/GGM gateways, LAN switch, etc. (EHP Has Been Approved) (FRES)</td>
<td>05NP-14SW-00</td>
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<tr>
<td>16</td>
<td>E8 - Dive Team Equipment (including but not limited to: Dive Tanks, Buoyancy Compensators, Metal Detectors with Accessories) (POL)</td>
<td>01WA-01-SCBA</td>
<td>1</td>
<td>$2,972.00</td>
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<td>17</td>
<td>E7 - Gas Mask Holder Pouches - Approx. 30 (POL)</td>
<td>19GN-00-BGPK</td>
<td>1</td>
<td>$1,428.00</td>
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<td>18</td>
<td>E22 - Eligible Pharmaceuticals (including cyanokit, duodotes, atropens, Potassium Iodide) (HSV)</td>
<td>09PH-05-COBL</td>
<td>1</td>
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<td>E3 - Interoperable Mobile/Portable Communications (FRES) (EHP Approval Required if not Mobile or Portable)</td>
<td>08CP-01-PORT</td>
<td>1</td>
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<td>20</td>
<td>E1 - Regional Strike Team Equipment (FRES) (APR Canisters, SCBA, etc.)</td>
<td>01AR-01-SCBC</td>
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<th>Item Description</th>
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<th>Grant Funds</th>
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<tr>
<td>21</td>
<td>E17 - Data Exchange Monitors for Duty Officers in E911 (POL)</td>
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<td>E16 - Mobile Credentialing System (POL)</td>
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<td>E13 - Warehouse Equipment (FRES)</td>
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<td>24</td>
<td>E6 - Portable Containment System for Portable Fuel Bladder (POL)</td>
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<td>E24 - Mobile Device Service Enhancement Software (MED)</td>
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<td>26</td>
<td>E26 - Citizen Corps Related Equipment And Supplies</td>
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**Travel and Subsistence**

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<th>Grant Funds</th>
<th>Matching Funds</th>
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<tbody>
<tr>
<td>1</td>
<td>T1 - Travel Expenses Related to USAR, IMAT, DST, HMT, RCPG, FRES Staff, etc. (FRES)</td>
<td>1</td>
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**Rental of Facilities**

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<tr>
<td>1</td>
<td>R1 - Building Lease for Homeland Security Funded Assets (FRES)</td>
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**All Other Expenses**

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<tr>
<td>1</td>
<td>AO2 - Software Maintenance/Licensing/Internet Service (FRES)</td>
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<td>2</td>
<td>AO3 - Printing Costs Related to the Suffolk County Comprehensive Emergency Management Plan (CEMP) (FRES)</td>
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<td>3</td>
<td>AO5 - Maintenance Contracts For Existing Grant-Purchased Equipment (HSV)</td>
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<td>4</td>
<td>AO6 - Repair of HSGP-purchased Equipment (HSV)</td>
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<td>5</td>
<td>AO4 - Software Licenses (HSV)</td>
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<td>AO7 - Satellite Phone Service (SHF)</td>
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<td>AO1 - Tidal Gauge Monitors (FRES)</td>
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**Suffolk County Dept of Fire Rescue & Emergency Svcs**

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[https://grants.dhsses.ny.gov/NYOHS_GMS/Project/ReportContractAward.jsp][7/28/2017 10:57:10 AM]
Award Contract

Project No. UN17-1008-D00

Grantee Name Suffolk County

New York City UASI 07/28/2017

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

Award Contract
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

Award Contract

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
Project No. UN17-1008-D00
Grantee Name Suffolk County

New York City UASI
07/28/2017

Work Plan

Goal
Prevent terrorist attacks and mitigate against man-made and natural hazards; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from both man-made and natural disasters.

Objective #1
Investment Justification - Build and Sustain the Region's Catastrophic Preparedness Program
Target Capability
Primary - Planning
The development, sustainment and/or enhancement of disaster logistics support and regional stockpiles to enhance commodity distribution capabilities. Suffolk County will use FY17 UASI funding to sustain planning activities associated with the county's emergency management functions, primarily disaster logistics and stockpile support. This project would support several planning positions devoted to surveying and asset cataloging to identify and track county stockpiles (to include integration into NYC CALMS and E-Team systems) and maintaining regional catastrophic plans.

Task #1 for Objective #1
Conduct allowable planning activities related to homeland security initiatives.

# Performance Measure
Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced the response and recovery capabilities in the jurisdiction.

Objective #2
Investment Justification - Build and Sustain the Region's Catastrophic Preparedness Program
Target Capability
Primary - Planning
Suffolk County will use FY17 funding to sustain its regional assets in order to maintain capabilities designed to aid regional deployment of several specialized teams to prevent, respond to, or recovery from an incident.

Task #1 for Objective #2
Purchase allowable regional response team equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

# Performance Measure

Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Task #2 for Objective #2

Purchase allowable interoperable communications equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

# Performance Measure

Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced interoperable communications capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #3

G & T Workplan Code - 12. Assess vulnerability of and/or harden/protect critical infrastructure and key assets.

Investment Justification - Protect Critical Infrastructure and Build and Sustain Fusion Center Assets

Target Capability

Primary - Critical Infrastructure Protection

Suffolk County will use FY17 UASI funding to sustain several activities associated with protecting critical infrastructure within the county. First, the county will continue to make investments in its audio visual system and communication site security and infrastructure target hardening projects, designed to support surveillance and prevent terrorism events FRES complex, along with access control and security measures at the Suffolk County Police Department. This project will also support critical counter-terrorism patrols at relevant CI/KR in the county.

Task #1 for Objective #3

Purchase allowable target hardening and critical infrastructure protection equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

# Performance Measure

Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced critical infrastructure protection capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Task #2 for Objective #3

Conduct approved organizational activities.

# Performance Measure

1 Organizational activities conducted. Provide brief narrative reporting organizational activities completed and describe how the project enhances the counter terrorism initiatives and CI/KR protection capabilities in the region.

Objective #4

G & T Workplan Code - 23. Develop/enhance plans, procedures, and protocols.

Investment Justification - Build and Sustain the Region's Catastrophic Preparedness Program

Target Capability

Primary - Planning

The development, implementation and/or maintenance of emergency management plans; developed collaboratively with clear goals and objectives (includes threat and hazard assessments). Suffolk County will use FY17 UASI funding to sustain planning
activities associated with maintaining its Comprehensive Emergency Management Plan (CEMP), which was recently cited in a County Emergency Preparedness Assessment (CEPA) as requiring significant updates due to it being 11 years old. This project will support planning activities associated with aligning the county’s CEMP with changes in emergency management, counter terrorism prevention and protection, and general technological changes that have impacted how first responders respond, recovery, mitigate and prepare for all-hazards events.

**Task #1 for Objective #4**

Conduct allowable planning activities related to homeland security initiatives.

**# Performance Measure**

1. Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced the response and recovery capabilities in the jurisdiction.

**Objective #5**

**G & T Workplan Code** - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

**Investment Justification** - Protect Critical Infrastructure and Build and Sustain Fusion Center Assets

**Target Capability**

Primary - Counter-Terror Investigation and Law Enforcement

Adopt and implement law enforcement information technology systems that build law enforcement counter terrorism capabilities. Per Suffolk County's County Emergency Preparedness Assessment (CEPA), which highlighted several gaps in intelligence and information sharing capabilities, Suffolk County will use FY17 UASI funding to build out its ability to process and exchange data. This will include a portable fingerprinting workstation and the support to Phase II of a project to consolidate several data sources from multiple law enforcement agencies into a central repository.

**Task #1 for Objective #5**

Purchase allowable Law Enforcement intelligence related equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

**# Performance Measure**

1. Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced intelligence and information sharing related capabilities in the jurisdiction.

2. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

**Objective #6**

**G & T Workplan Code** - 06. Establish/enhance sustainable homeland security training program.

**Investment Justification** - Build and Sustain the Region’s Operational Readiness for Large Scale Responses (NIMS)

**Target Capability**

Primary - Planning

The development and implementation of an training program, in order to test capabilities and evaluate gaps. Suffolk County will use FY17 UASI funding to sustain a host of training programs across several agencies, to include the Suffolk County Police Department, Emergency Management Office, and training related to health emergency preparedness.

**Task #1 for Objective #6**

Conduct assessment to identify training needs related to homeland security initiatives. Provide authorized training to first responders.

**# Performance Measure**

Training conducted. Provide brief narrative on type of training conducted to include at a minimum the number of personnel trained, the disciplines being trained and the jurisdictions included in the training; roster of attendees maintained on file. Describe how the project enhanced the prevention, response and/or recovery capabilities in the jurisdiction.

**Task #2 for Objective #6**

Design, develop, conduct and/or participate in exercises in compliance with HSEEP guidelines to identify deficiencies within response capabilities to all hazard events. This in turn will help to identify training curriculum gaps. Report scheduled exercises to DHSES Office of Emergency Management (OEM) Training and Exercise Section 60 days prior to the start of the exercise. Submit After Action Reports/Improvement Plans to DHSES within 80 days of exercise completion.

# Performance Measure

DHSES notified of scheduled exercise; exercise conducted and After Action Reports/Improvement Plans completed and submitted to DHSES within 60 days of exercise completion. Provide brief narrative and report number of personnel involved, the disciplines involved and the jurisdictions participating; describe how the project enhanced the response and recovery capabilities in the jurisdiction.

Objective #7


Investment Justification - Build and Maintain Public Health Readiness

Target Capability
Primary - Medical Supplies Management and Distribution

The development, sustainment and/or enhancement of mass prophylaxis and/or medical countermeasures to support medical surge capabilities. Suffolk County will use FY17 UASI funding to sustain its stockpile of medicine and medical countermeasures by replacing expired medications in its network of caches strategically placed throughout the county. This project will include training appropriate personnel on the proper use of the equipment purchased prior to deployment.

Task #1 for Objective #7

Purchase allowable pharmaceuticals and related supplies. Train appropriate personnel in the proper use of the pharmaceuticals/supplies and place the pharmaceuticals/supplies into service.

# Performance Measure

Identify pharmaceuticals/supplies ordered and received. Provide a brief narrative on the training of personnel and the deployment of pharmaceuticals/supplies. Describe how the project enhanced public health protection and readiness capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if pharmaceuticals/supplies are received but not deployed, and include deployment plans as appropriate.

Objective #8

G & T Workplan Code - 16. Establish/enhance a public health surveillance system.

Investment Justification - Build and Maintain Public Health Readiness

Target Capability
Primary - Medical Surge

Adopt and implement information technology and epidemiological surveillance systems that build public health monitoring and detection capabilities. Suffolk County will use FY17 UASI funding to sustain several of the health preparedness and surveillance systems it utilizes to monitor, detect, and identify potential public health emergencies. This will chiefly include calibration and maintenance activities on previously purchased equipment and systems.

Task #1 for Objective #8

Provide maintenance on emergency public health equipment.

# Performance Measure

Maintenance activities conducted. Provide a brief narrative reporting activities conducted and how the project enhanced the public health protection and readiness capabilities in the jurisdiction.

Objective #9


Investment Justification - Build and Sustain Regional Public Safety Interoperable Communications and Cyber Security Capabilities

Target Capability
Primary - Communications

The development, sustainment and/or enhancement of interoperable communications systems. Suffolk County will use FY17 UASI funding to build out interoperable communications systems to enhance interoperable communications capabilities with local and county multi-disciplinary assets, in order to make CBRNE or active shooter response more efficient and effective.

Task #1 for Objective #9

Purchase allowable interoperable communications equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

# Performance Measure

Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced interoperable communications capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #10

G & T Workplan Code - 30. Enhance capabilities to respond to all-hazards events.

Investment Justification - Build and Maintain Public Health Readiness

Target Capability

Primary - Fatality Management

The development, sustainment and/or enhancement of mass casualty incident response capabilities. The Suffolk County Department of Health Services will use FY17 UASI funding to sustain capabilities associated with a mass casualty incident response, chiefly the purchase of equipment to properly credential and track training of personnel who would respond to a MCI event. This project will also support the purchase of PPE, field hospital equipment, and supplies necessary for a safe and successful MCI response.

Task #1 for Objective #10

Purchase allowable mass casualty response support equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

# Performance Measure

Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced mass casualty response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #11


Investment Justification - Build and Sustain Citizen Preparedness Programs

Target Capability

Primary - Community Preparedness and Participation

Suffolk County will use FY17 UASI funding to support its citizen preparedness activities, specifically through training between the police and citizens in order to recruit volunteers for disaster response. Activities will also include preparedness activities aimed at ensuring citizens can appropriately prepare for and respond to an all-hazards incident. Funding will be used to purchase supplies for these efforts.

Task #1 for Objective #11

Purchase allowable citizen preparedness supplies/equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

# Performance Measure

Identify supplies/equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced citizen preparedness capabilities in the jurisdiction. Equipment accountability...
records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

<table>
<thead>
<tr>
<th>Award Contract</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Project No.</td>
<td>New York City UASI</td>
</tr>
<tr>
<td>UN17-1008-D00</td>
<td>07/28/2017</td>
</tr>
<tr>
<td>Grantee Name</td>
<td>Suffolk County</td>
</tr>
</tbody>
</table>

**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 1-8: 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.

**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.


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) [https://www.fema.gov/authorized-equipment-list].

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 the DHSES Office of Emergency Management (OEM) Training and Exercise Section 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 activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non-compliance finding. For your convenience, the screening form is available at: http://www.dhsses.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 28 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.
RESOLUTION NO. 2017-17, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $165,830 IN FEDERAL PASS-THROUGH FUNDING FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE TO PROVIDE ENHANCED ENFORCEMENT OF MOTOR VEHICLE AND TRAFFIC LAWS AND REGULATIONS WITH 79.21% SUPPORT

WHEREAS, the State of New York Governor's Traffic Safety Committee (GTSC) has awarded $165,830 in Federal Highway Safety pass-through funds to the Suffolk County Police Department to continue its initiative of targeted enforcement focusing on motor vehicle and traffic laws and regulations concerning motor vehicle passenger restraint, aggressive and distracted driving, speeding, school bus regulations, and participation in No Empty Chair and Pedestrian Safety Action Plan initiatives; and

WHEREAS, the operational period for this program will be from October 1, 2017, through September 30, 2018; and

WHEREAS, except for the creation of Fund 003 by Adopted Resolution No. 1138-2016 the subject funding would be appropriated into Fund 115; and

WHEREAS, said grant funds totaling $165,830 have not been included in the 2017 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:

**Safe Driving Enforcement 2018 - $165,830**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>003</td>
<td>POL</td>
<td>3613</td>
<td>4236</td>
<td>165,830</td>
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**ORGANIZATIONS:**

Police Department (POL)

**Safe Driving Enforcement 2018**

003-POL-3613 - $165,830

1000-PERSONAL SERVICES: $165,830

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
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</thead>
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<tr>
<td>003</td>
<td>POL</td>
<td>DEG</td>
<td>3613</td>
<td>1120</td>
<td>0000</td>
<td>Overtime</td>
<td>165,830</td>
</tr>
</tbody>
</table>

and be it further
RESOLVED, that the non-reimbursable fringe benefits of approximately $43,531 associated with the overtime salaries for this grant are included in the 2017 Suffolk County Operating Budget; and be it further.

RESOLVED, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the State of New York Governor’s Traffic Safety Committee; and be it further.

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.

DATED:

APPROVED BY:

________________________________________
County Executive of Suffolk County

Date of Approval:
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
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</thead>
<tbody>
<tr>
<td>XX</td>
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</table>

2. Title of Proposed Legislation

Accepting and appropriating a grant in the amount of $165,830 in Federal pass-through funding from the State of New York Governor’s Traffic Safety Committee to provide enhanced enforcement of motor vehicle and traffic laws and regulations with 79.21% 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 $165,830 for participation in the Safe Driving Enforcement 2018 grant program.

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

The funds provided by this grant must be expended between October 1, 2017 and September 30, 2018.

8. Proposed Source of Funding

$43,531 of non-reimbursable fringe benefits costs is included in the 2017 operating budget.

9. Timing of Impact

Effective October 1, 2017

10. Typed Name & Title of Preparer
    Susan C. Krause, Grants Analyst

11. Signature of Preparer
    [Signature]

12. Date
    August 7, 2017

SCIN FORM 175b (10/95)
### General Fund

<table>
<thead>
<tr>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FV Tax Rate per $1000</th>
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<tbody>
<tr>
<td><strong>Total</strong></td>
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<td><strong>$0.00</strong></td>
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### Police District and District Court

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<thead>
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<th>2017 Property Tax Levy</th>
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<th>2017 FV Tax Rate per $1000</th>
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<tr>
<td><strong>Total</strong></td>
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### Combined

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<tr>
<td><strong>Total</strong></td>
<td><strong>$0</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

**Notes:**

1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2015.


3) Source for equalization rates: 2015 county equalization rates established by the New York State Board of Equalization and Assessments.

Page 2 of 2

To be completed by the Executive Budget Office
2017 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating a grant in the amount of $165,830 in Federal pass-through funding from the State of New York Governor's Traffic Safety Committee to provide enhanced enforcement of motor vehicle traffic laws and regulations with 79.21% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $165,830 in grant funding to support the Suffolk County Police Department's program to target motor vehicle passenger restraint, aggressive and distracted driving, school bus passing, and speeding infractions in Suffolk County. Funding will also support participation in No Empty Chair and Pedestrian Safety Action Plan activities.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept Federal pass-through funding in the amount of $165,830 to be used to support enhanced enforcement of motor vehicle laws and regulations concerning passenger restraint, aggressive and distracted driving, school bus passing, and speeding in Suffolk County.

JUSTIFICATION: The Suffolk County Police Department enforces NYS Vehicle and Traffic Law regulations with regard to motor vehicle passenger restraint, aggressive/distracted driving, school bus passing, and speeding in Suffolk County. Acceptance of this funding will support enhanced efforts to enforce these laws and regulations in Suffolk County.

FISCAL IMPLICATIONS: Non-reimbursable employee benefit costs of approximately $43,531 will be incurred from October 1, 2017 through September 30, 2018. Additional costs will only be incurred if the program receives funding in subsequent years.
COORDINATION OF GRANT APPLICATION OR CONTRACT
County of Suffolk

DATE 8/7/2017

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 1/2" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title: Safe Driving Enforcement 2018


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.)
   Funding will allow the Suffolk County Police Department to continue to perform targeted enforcement of motor vehicle passenger restraint and aggressive and distracted driving regulations as well as school bus passing regulations and speeding restrictions. Funding will also support participation in No Empty Chair and Pedestrian Safety Action Plan initiatives.

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: 10/01/17
   To: 09/30/18

2. Financial Assistance Requested

<table>
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<th>SOURCE</th>
<th>FIRST FUNDING CYCLE</th>
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<td>County</td>
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SCIN FORM 164
3. Explanation of Requested County Financial Assistance

<table>
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<th>Category</th>
<th>Total Requested</th>
<th>Personnel Costs Requested</th>
<th>Non-Personnel Costs Requested</th>
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<td>B. In-Kind Contribution</td>
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<td>$0</td>
<td>$0</td>
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</tbody>
</table>

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 Discontinued (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.

8. Attach a List of Potential Subcontractors, if any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 1/2" X 11" sheet).

   N/A

---

### III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:  
   - Approved
   - Disapproved

2. Signature of Coordinator

3. Date

4. Comments

5. Budget Office Review:  
   - Approved
   - Disapproved

6. Signature of Budget Director

7. Date

8. Comments
<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>APPROPRIATION NUMBER</th>
<th>APPROPRIATION NUMBER</th>
<th>APPROPRIATION NUMBER</th>
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<td>COUNTY FUNDS</td>
<td>IN-KIND CONTRIBUTION</td>
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<tr>
<td>1000 PERSONAL SERVICES:</td>
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<tr>
<td>1100 Permanent Salaries</td>
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<td>165,830</td>
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<td>1110 Interim Salaries</td>
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<td>1120 Overtime Salaries</td>
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<td>165,830</td>
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<tr>
<td>2000 EQUIPMENT:</td>
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<tr>
<td>2010 Furniture &amp; Fixtures</td>
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<tr>
<td>2020 Office Machines</td>
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<tr>
<td>2030 Automobiles &amp; Motorcycles</td>
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<tr>
<td>2070 Cameras and Photographic</td>
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<tr>
<td>2500 Other Equip Not Otherwise</td>
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<tr>
<td>3000 SUPPLIES MATERIALS &amp; OTHERS:</td>
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<tr>
<td>3010 Office Supplies</td>
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<tr>
<td>3020 Postage</td>
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<tr>
<td>3030 Photostat, Photograph, Blueprint</td>
<td></td>
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<tr>
<td>3040 Printing</td>
<td></td>
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<tr>
<td>3160 Computer Software</td>
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<tr>
<td>3500 Other Unclassified</td>
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<tr>
<td>3680 Repairs: Special Equipment</td>
<td></td>
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<tr>
<td>4000 UTILITIES:</td>
<td></td>
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<tr>
<td>4010 Telephone &amp; Telegraph</td>
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<tr>
<td>4300 TRAVEL:</td>
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<tr>
<td>4310 Employee Misc - Expenses</td>
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<tr>
<td>4330 Travel Employee Contracts</td>
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<tr>
<td>4340 Travel Other Contracts</td>
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SCIN Form 164D (10-80)
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<tr>
<th>CATEGORY</th>
<th>APPROPRIATION NUMBER GRANTOR FUNDS</th>
<th>APPROPRIATION NUMBER COUNTY FUNDS</th>
<th>APPROPRIATION NUMBER IN-KIND CONTRIBUTION</th>
<th>REMARKS</th>
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<tbody>
<tr>
<td>4400 FEES FOR FACILITIES</td>
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<tr>
<td>4410 Rent: Offices &amp; Buildings</td>
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<tr>
<td>4500 FEES FOR SERVICES:</td>
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<tr>
<td>4560 Fees for Services, Non-Employees</td>
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<tr>
<td>4900 CONTRACTED SERVICES (LIST)</td>
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<td>8000 EMPLOYEE BENEFITS:</td>
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<td>8280 Retirement</td>
<td>41,126</td>
<td>2,405</td>
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<tr>
<td>8300 Insurance: Worker Compensation</td>
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<tr>
<td>8330 Social Security</td>
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<tr>
<td>8360 Health Insurance</td>
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<tr>
<td>8380 Dental Insurance</td>
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</tbody>
</table>

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)
<table>
<thead>
<tr>
<th>DETAIL LISTING OF 1000 ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE OF POSITION</td>
</tr>
<tr>
<td>Police Officer Sergeant</td>
</tr>
<tr>
<td>GRADE / STEP</td>
</tr>
<tr>
<td>6</td>
</tr>
<tr>
<td>SALARY</td>
</tr>
<tr>
<td>$110.76 HR/OT</td>
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<tr>
<td>$130.67 HR/OT</td>
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<tr>
<td>EMPLOYEE NAME</td>
</tr>
<tr>
<td>Various</td>
</tr>
<tr>
<td>SOURCE OF FUNDING BY %</td>
</tr>
<tr>
<td>GRANTOR</td>
</tr>
<tr>
<td>100%</td>
</tr>
</tbody>
</table>
June 13, 2017

Sarah Furey
Sr. Grants Analyst
Suffolk County Police Department
30 Yaphank Avenue
Yaphank, NY 11980-9641

Re: HS1-2018-Suffolk Co PD -00233-(052)
Safe Driving Enforcement (SDE) 2018
DMV01-C002370 3700393
CFDA #: 20.600
EFFECTIVE DATE: October 1, 2017

Dear Sr. Grants Analyst Sarah Furey:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that the Suffolk County Police Department has been awarded $165,830 to participate in New York State’s Highway Safety Program. Our goal is to reduce the number of crashes, injuries and deaths on New York’s roads.

The enclosed contracts must be signed by your agency and returned to our office. Contracts will be effective only upon final approval by the New York State Office of the State Comptroller.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in New York State’s Highway Safety Program. I wish you success in your efforts. If you have any questions, please contact the Governor’s Traffic Safety Committee at (518) 474-5111.

Sincerely,

Charles R. DeWeese
Assistant Commissioner

CRD:1z
Enclosure
cc: Angela Kohl
    Paul Hyland

Department of Motor Vehicles
<table>
<thead>
<tr>
<th>STATE AGENCY (Name &amp; Address):</th>
<th>BUSINESS UNIT/DEPT. ID: DMV01/3700393</th>
</tr>
</thead>
</table>
| New York State Governor's Traffic Safety Committee  
6 Empire State Plaza, Room 410B  
Albany, NY 12228 | CONTRACT NUMBER: C002370 |
| CONTRACTOR SFS PAYEE NAME: | CONTRACT TYPE: |
| SUFFOLK COUNTY OF | ( ) Multi-Year Agreement |
| | ( ) Simplified Renewal Agreement |
| | ( ) Fixed Term Agreement |
| CONTRACTOR DOS INCORPORATED NAME: | TRANSACTION TYPE: |
| | ( ) New |
| | ( ) Renewal |
| | ( ) Amendment |
| CONTRACTOR IDENTIFICATION NUMBERS: | PROJECT NAME: |
| NYS Vendor ID Number: 1000000809  
Federal Tax ID Number: 116000464  
DUNS Number (if applicable): 103800934 | Safe Driving Enforcement (SDE) 2018 |
| CONTRACTOR PRIMARY MAILING ADDRESS: | AGENCY IDENTIFIER: |
| 100 VETERANS MEMORIAL HIGHWAY  
H. LEE DENNISON BLDG 9TH FL  
HAUPPAUGE, NY 11788 | HS1-2018-Suffolk Co PD -00233-(052) |
| CONTRACTOR PAYMENT ADDRESS: | CFDA NUMBER (Federally Funded Grants Only): |
| ( ) Check if same as primary mailing address | 20.600 |
| CONTRACT MAILING ADDRESS: | CONTRACTOR STATUS: |
| ( ) Check if same as primary mailing address | ( ) For Profit |
| 30 YAPHANK AVENUE  
YAPHANK, NY 11980 | ( ) Municipality, Code:470100000000 |
| | ( ) Tribal Nation |
| | ( ) Individual |
| | ( ) Not-for-Profit |

Charities Registration Number:

Exemption Status/Code:

☐ Sectarian Entity
### STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

**CURRENT CONTRACT TERM:**
- From: 10/01/2017  
- To: 09/30/2018

**CURRENT CONTRACT PERIOD:**
- From: 10/01/2017  
- To: 09/30/2018

**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: $165,830

**AMENDED:**
- FUNDING SOURCE(S)
  - [ ] State  
  - [x] Federal
  - [ ] Other

---

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

<table>
<thead>
<tr>
<th>#</th>
<th>CURRENT PERIOD</th>
<th>CURRENT AMOUNT</th>
<th>AMENDED PERIOD</th>
<th>AMENDED AMOUNT</th>
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<td>1</td>
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<td>5</td>
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</tbody>
</table>

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**ATTACHMENTS PART OF THIS AGREEMENT:**

- [x] Attachment A:  
  - A-1 Program Specific Terms and Conditions
  - A-2 Federally Funded Grants and Requirements Mandated by Federal Laws

- [x] Attachment B:  
  - 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:

---

Contract Number: # C002370  
Page 2 of 2  
Master Grant Contract, Face Page
IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:
SUFFOLK COUNTY OF

By: ____________________________

______________________________
Printed Name

Title: __________________________

Date: ____________________________

STATE AGENCY:
New York State Governor's Traffic Safety Committee

By: ____________________________

______________________________
Mary Arthur
Printed Name

Title: Program Manager

Date: ____________________________

STATE OF NEW YORK

County of _______________________

On the ___ day of ________, ____ , before me personally appeared ____________________________, to me known, who being by me duly sworn, did depose and say that he/she resides at ____________________________, that he/she is the ____________________________ of the ____________________________, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) __________________________

ATTORNEY GENERAL'S SIGNATURE

______________________________

______________________________
Printed Name

Title: __________________________

Date: ____________________________

STATE COMPTROLLER'S SIGNATURE

______________________________

______________________________
Printed Name

Title: __________________________

Date: ____________________________

Contract Number: # C002370
Page 1 of 1, Master Contract for Grants Signature Page
STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

C. Order of Precedence:

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

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2\(^1\), Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2\(^2\), Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

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

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

\(^1\) To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

\(^2\) To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

Contract Number: # C002370
Page 2 of 26, Master Contract for Grants - Standard Terms and Conditions (August 2014)
appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section 1B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.


H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
   a) by certified or registered United States mail, return receipt requested;
   b) by facsimile transmission;
   c) by personal delivery;
   d) by expedited delivery service; or
   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor’s designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

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

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

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

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

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3As 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.

Contract Number: # C002370
Page 5 of 26, Master Contract for Grants - Standard Terms and Conditions (August 2014)
that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

1. Grounds:

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

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

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

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

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

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

2. Notice of Termination:

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

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

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

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

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

3. **Effect of Notice and Termination on State’s Payment Obligations:**

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

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

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

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

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

   c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

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

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

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

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

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

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

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

2. Initial 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. Subsequent 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 dates specified in Attachment D (Payment and Reporting Schedule).

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

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

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

C. Claims for Reimbursement:

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

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

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

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

b) **Monthly Reimbursement:** The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) **Biannual Reimbursement:** The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) **Milestone/Performance Reimbursement:** Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

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

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

g) **Scheduled Reimbursement:** The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

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Footnotes:

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

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

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

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

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments.¹ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

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

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

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

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

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

D. Identifying Information and Privacy Notification:

¹ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.
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 the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

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

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

G. Program and Fiscal Reporting Requirements:
1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

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

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

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

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

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

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

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

   b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:
(i) Progress Report: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor
agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

B. Subcontractors:

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

2. 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 Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. 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 shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide
detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen
(15) calendar days after execution. The State may request from the Contractor copies of
subcontracts between a subcontractor and its subcontractor.

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

C. Use Of Material, Equipment, Or Personnel:

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

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

D. Property:

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

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

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

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

   d) The Contractor shall be responsible for maintaining and repairing Property purchased or
      procured under the Master Contract at its own cost and expense. The Contractor shall
      procure and maintain insurance at its own cost and expense in an amount satisfactory to the
      State Agency, naming the State Agency as an additional insured, covering the loss, theft or
      destruction of such equipment.
e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

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

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

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

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

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

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

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

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

E. Records and Audits:

1. General:

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

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

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

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

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

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

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

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

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

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor’s costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

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

G. **Publicity:**

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

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

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

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

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

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

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor’s obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

   a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

   b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

   c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

   d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

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

2. If a Contractor believes they are exempt from the Workers' Compensation insurance requirement they must apply for an exemption.

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

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

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

2. any debts owed for UI contributions, interest, and/or penalties;

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3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

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

N. Vendor Responsibility:

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 Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor’s business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

   a) to require updates or clarifications to the Questionnaire upon written request;

   b) to inquire about information included in or required information omitted from the Questionnaire;

   c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

   d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

   e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees
to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

P. Consultant Disclosure Law:9 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

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9 Not applicable to not-for-profit entities.
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.
DATE OF PROJECT - Projects are funded for one year and must coincide with the federal fiscal year, with a start date of October 1 and an end date of September 30.

BUDGET – Any changes in the approved budget must be submitted through the eGrants system and approved by the GTSC before the cost is incurred. A budget modification cannot increase the dollar amount of the grant award.

PAYMENTS – This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC. Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis. Payment is issued through the New York State Comptroller’s Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The claim for Payment form generated through the eGrants system must be printed, signed, dated and mailed with supporting documentation to: New York State Governor’s Traffic Safety Committee, Attn: Accounting Unit, 6 Empire State Plaza, Room 410B, Albany, NY 12228. The claim for payment reimbursement request must be submitted through the eGrants system and the documentation mailed (postmarked) to the GTSC by the due dates listed in Attachment D of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 31. The claim for payment reimbursement request must be submitted through the eGrants system, and the signed and dated Claim for Payment form with supporting documentation must be mailed (postmarked) to the GTSC by October 31, as the National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC’s Claim for Payment Instruction Guide, which is available on the SafeNY.ny.gov “Forms” page.

Commodity orders and equipment required to conduct the project activities as described in the work plan must be received by July 31.

Equipment that costs $5,000 or more per item needs prior written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval before the item is purchased.

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials must include the following acknowledgement: “Supported by the National Highway Traffic Safety Administration with a grant from the New York State Governor’s Traffic Safety Committee”. The information provided in these materials must be directly related to the initiatives approved in the grant.

REPORTING - The GTSC requires a semi-annual progress report and final progress report on all funded projects. Reports must be submitted through the eGrants system by the due dates listed in Attachment D of this contract. If an agency did not conduct grant funded activity during the reporting period, a semi-annual progress report and final progress report stating so are required. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities. This reporting would be in addition to the semi-annual progress report and final progress report.

MONITORING – The GTSC has the right to conduct on-site monitoring of grant funded projects, during the grant year or within 3 years after the end of the grant. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one year period. Any contract resulting from this RFA will be effective only upon approval by the NYS Office of the State Comptroller.
ATTACHMENT A-2
FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

FEDERAL POLICY - Policies and procedures of the following federal regulations may be applicable:

Uniform Procedures for State Highway Safety Programs 23 CFR Part 1300;

Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards 2 CFR Part 200

Grantees must also be aware of the following certifications and assurances that are imposed upon them as part of the above regulations:

NONDISCRIMINATION

The Contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

BUY AMERICA ACT

The Contractor will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-4 domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The Contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or
employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a contract official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. The prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this grant is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded.
from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b. Have not within a three-year period preceding this grant 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 record, 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 grant had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant.

Instructions for Lower Tier Certification

1. The prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

Contract Number: #  C002370
Page 3 of 4, Attachment A-2 - Federally Funded Grants and Requirements Mandated by Federal Laws
department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions (see below).

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this grant, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant.
### ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

**SUMMARY**

**PROJECT NAME:** Safe Driving Enforcement (SDE) 2018

**CONTRACTOR SFS PAYEE NAME:** SUFFOLK COUNTY OF

**CONTRACT PERIOD:**

From: 10/01/2017  
To: 09/30/2018

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Total Other Than Personal Services: $0

Grand Total: $165,830.00

Contract Number: # C002370

Page 1 of 1, Attachment B-1 – Expenditure Based Budget
ATTACHMENT C – WORK PLAN
SUMMARY

PROJECT NAME: Safe Driving Enforcement (SDE) 2018
CONTRACTOR SFS PAYEE NAME: SUFFOLK COUNTY OF

CONTRACT PERIOD:
From: 10/01/2017
To: 09/30/2018

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

SEE ATTACHED WORK PLAN
Problem Identification

In 2015, Suffolk continued to have more licensed drivers and registered vehicles than any other county in New York State, with 9.6% of all licensed drivers and 11.4% of registered vehicles. (NYS DMV 2015 License and Registration data). Suffolk is over-represented in total and fatal crashes in the state, with 10.95% of total (second in NYS) and 14.96% of fatal crashes, by far the most in the state, and higher than 2014 (NYS Crash Data By County, 2015, TSSR). In 2015 Suffolk also again led the State in speed related crashes, again by a significant margin (NYS Speed-Related Crash Data by County 2015, TSSR). In Suffolk 78.7% of all 2015 police reported crashes reported human contributing factors, including aggressive driving and distracted driving, as compared with 68% statewide. Human Contributing factors as a percentage of total crashes dropped both statewide and in Suffolk from 2014, slightly encouraging. The most active days of the week for crashes are Monday through Friday, 6am – 9pm; with the 3-6pm time slot having the most crashes, especially Fridays. Much of this information can be correlated to weekly commuting traffic (Suffolk County Crash Summary 2015, TSSR). There is also a noticeable uptick on Saturday evenings. Young drivers continue to be over-represented in fatal and personal injury crashes, with <20 year old drivers involved in 10.17% of fatal crashes in the county (Suffolk County Crash Summary 2015, TSSR), only very slightly lower than in 2014. The 2016 Observational Survey of Seat Belt Use reported an unweighted usage rate of 91.72% for Suffolk, a significant improvement from 2015, and near the state’s weighted usage rate of 91.84%. The percentage of vehicle occupants killed with no restraint in Suffolk was 19.6%. In addition, the percentage of unrestrained occupants killed in the 14-20 age group was high in Suffolk at 9% (Suffolk County Crash Summary 2015, TSSR). While fatal crashes fluctuate from year to year, 2015 was the worst year in the previous five, with 158 fatalities. In 2014 fatalities had gone down to 116, the lowest in the five years by a significant margin. Preliminary data from 2016 indicates that fatalities have fallen again, to 118.

Each of the seven Suffolk County Police Department Precincts has identified high crash corridors for targeted enforcement. The Precinct Research Analyst or Data Officer sorts through the Incident Reporting System, the Computer Assisted Dispatch system, and more recently the Apriss system to obtain crash data particulars, including locations, time of day and type of crash, including contributing factors. In addition, the precincts receive input from the community relative to locations known for speeding. Each precinct handles the data analysis somewhat differently, however there is a Traffic Stat program in at least one precinct. Continually expanding use of TraCS continues to improve our ability to sort and map crash data in Apriss. The Highway Patrol Bureau now has a dedicated officer for Crash Analysis. Unfortunately the 2016 Crash Data Summary is currently still under review and could not be used for this application. However, attached are two graphics produced relative to crashes in the Suffolk County Police District. In addition, areas surrounding schools are noted for speeding, and aggressive and distracted driving (including cell phone use) behaviors are noted near high schools at arrival, dismissal and lunch times. This data has been noted by school administrators, School Resource Officers and is also included in the community input received at each precinct.

Proposed Solution, Goal and Objectives

The Suffolk County Police Department plans two main enforcement objectives to address the problem of crashes related to aggressive and distracted driving, overrepresentation of young drivers in fatal and injury crashes, and low seat belt
compliance in Suffolk. A third objective is for the purchase of laser speed measurement equipment in support of Objective number one.

The overall goal of the project is to reduce fatal crashes in the Suffolk Police District, from 158 in 2015 to below the 2014 level of 116.

**Objective #1** - Utilize targeted enforcement patrols to increase the number of speeding, aggressive driving related and cell phone or distracted driving summonses issued during the grant period, as compared with 2017. Overtime targeted enforcement patrols will be utilized on identified highways, corridors and local roadways during days of the week and times of day identified as high crash periods. Marked, low profile and unmarked units will be utilized. Patrol units will conduct enforcement activities at identified high crash locations and at times determined by their Commanding Officers. Precinct Commanders use their discretion as to the type of enforcement that they feel will be most effective. Often, a major deterrent to aggressive driving behaviors is the high visibility method of police presence in the high crash areas. Funding will be distributed to commands by the Office of the Chief of Patrol and be based on crash data. Each precinct has different characteristics, so funding cannot always be distributed evenly. Some precincts are densely populated, and others more rural. Roadway types and retail/industrial/residential characteristics vary widely, as do crash rates. Funding will also be utilized to participate in Operation Safestop, Statewide Speed Enforcement Mobilizations, No Empty Chair and Pedestrian Safety Action Plan (PSAP) activities. Last year's PSAP activities consumed approximately 250 hours of officer time, therefore we have included a request for additional overtime hours in this year's application to cover this newer initiative. 67% of overtime enforcement funding will be dedicated to this objective. These hours are included in the PTS column of the Block Grant Spreadsheet, for a total of 990 hours of enforcement and education.

**Objective #2** - Utilize checkpoints and dedicated patrols to increase seat belt and child passenger seat summonses issued during the grant period, including the designated Click It or Ticket enforcement period, when compared with 2017, increasing seat belt compliance. Conduct targeted enforcement checkpoints and patrols during Click It or Ticket enforcement period and during the remainder of the year in precincts and by Highway Patrol units. Tactics and strategies may include but will not necessarily be limited to: multi-agency zero tolerance safety check points, saturation and roving patrols and/or the use of spotters. Once again, due to the differing characteristics of each precinct, the Commanding Officer must have discretion. Details will be assigned to high risk traffic areas identified by Precincts and Highway Patrol. 33% of overtime funding will be dedicated to this objective. This objective is listed on the Block Grant Budget under Seat Belt Mobilization Enforcement, for a total of 452 hours of enforcement.

**Performance Measures**

**Objective #1** -

A reduction in the number of aggressive driving, speeding, cell phone and distracted driving related crashes compared to 2016 figures.
Number of hours of overtime enforcement dedicated to project activities.
Number of speeding summonses issued.
Number of aggressive driving related summonses issued.
Number of cell phone summonses issued.
Number and type of other violations, including arrests.
Objective #2 –

An increase in observed seat belt compliance rate as noted by SCPD survey when compared with 2016.
Number of hours of overtime enforcement dedicated to project activities.
Number of checkpoints conducted.
Number of seat belt summonses issued.
Number of child passenger seat summonses issued.
Number and type of other violations, including arrests.
Comparison of 2016, 2017 and 2018 Observational Survey of Seatbelt Use data.

Milestones:

Months 1-4 – Upon receipt of grant award notice prepare and submit local legislative resolution to accept and appropriate grant funding. Local grant resolution process requires approximately 2.5 – 3 months to complete. Return executed grant contract to GTSC.

Month 5 – Chief of Patrol’s Office distributes funding to Precincts and Highway Patrol Bureau for enforcement initiatives.

Months 5-12 – Enforcement details conducted. Operation Safe Stop enforcement in April, Empty Chair in April, and Click It or Ticket in May, PSAP as determined by GTSC.

April 15, 2018 – The Sergeant supervising the project in the Office of the Chief of Patrol will file semi-annual progress report

October 15, 2018 – The Sergeant will file final progress report.

Financial claim information will be filed quarterly.

Evaluation

The Project Director will evaluate the efficacy of the program based on data from performance measures as related to the program objectives and the overall program goal. Additional anecdotal information from enforcement officers will be incorporated into the evaluation provided in the final progress report.
ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

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

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0.00 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of 0 percent (0.00 %) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than 0 days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

   Period:          Amount:          Due Date:
   Period:          Amount:          Due Date:
   Period:          Amount:          Due Date:
   Period:          Amount:          Due Date:

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (0.00 %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

- Quarterly Reimbursement
  Due date 1/31/2018, 4/30/2018, 7/31/2018, 10/31/2018

- Monthly Reimbursement
  Due date

- Biannual Reimbursement
  Due date

Contract Number: #C002370
Page 1 of 3, Attachment D – Payment and Reporting Schedule
II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☐ Expenditure Report

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

☐ Final Report

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

☐ Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.
of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until _____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ________________. The agency shall complete its audit and notify vendor of the results no later than _______________. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.
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III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Not Applicable
TO: Katie Horst, Director of Intergovernmental Relations  
Office of the County Executive

FROM: Robert G. Cassagne, Chief of Support Services  
Suffolk County Police Department

DATE: August 7, 2017

SUBJECT: Resolution Packets & SCIN Forms for the Safe Driving Enforcement 2018 Grant Program; Project Number: DMV01-C002370-3700393

Attached please find the following for the Governor’s Traffic Safety Committee (GTSC) sponsored Safe Driving Enforcement 2018 grant program:

1. Grant Resolution  
2. Memorandum of Support  
3. Grant SCIN Forms  
4. Request for Introduction of Legislation  
5. Financial Impact Statement  
6. Copy of proposed contract between Suffolk County and the GTSC

This legislation will allow the County to accept Federal pass-through funding in the amount of $165,830 to be used to support enhanced enforcement of motor vehicle laws and regulations concerning passenger restraint, aggressive and distracted driving, speeding, pedestrian safety, and school bus passing in Suffolk County.

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.

RC/sck
RESOLUTION NO. — 2017, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $899,739 FOR THE "STATE HOMELAND SECURITY PROGRAM (SHSP) FY2017" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES

WHEREAS, the New York State Division of Homeland Security and Emergency Services (DHSES) has awarded Suffolk County federal funds under the SHSP FY2017 Program to be implemented by the Suffolk County Department of Fire, Rescue & Emergency Services; and

WHEREAS, Resolution No. 671-2017 to authorize the County Executive to execute grant related agreements for the State Homeland Security Program (SHSP) FY2017 and Urban Area Security Initiative (UASI) FY2017 was adopted on July 25, 2017; and

WHEREAS, the SHSP FY2017 will provide funds to the Departments of Fire, Rescue & Emergency Services, Police, Sheriff, Health Services, Parks, and Information Technology to support planning, equipment, training and exercise needs associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials; and

WHEREAS, this grant is for a thirty-six (36) month period from 09/01/2017 through 08/31/2020 in which the County will receive 100% grant funding in the amount of $899,739 for the SHSP FY2017; and,

WHEREAS, said funds have not been included in the 2017 Operating Budget; and

WHEREAS, the SHSP FY2017 grant includes funding for the Department of Fire, Rescue and Emergency Services to continue the employment of three (3) positions total: two (2) Training Officers (part-time) and one (1) Clerk-Typist (full-time); and

WHEREAS, these positions already exist unfunded in the 2017 Operating Budget in 003-FRE-3401 as position numbers 0200-0005 and 0200-0006 (part-time Training Officers) and 0300-0015 (full-time Clerk Typist); and

WHEREAS, the SHSP FY2017 grant includes funding for the purchase of two (2) all-terrain vehicles for the Parks Department; and

WHEREAS, the purchase of these vehicles will temporarily increase the fleet of the Parks Department by two; 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 a duly enacted resolution of the Suffolk County Legislature; now, therefore be it
1st

RESOLVED, the County Comptroller be and hereby is authorized to accept $899,739 and appropriate said grant fund as follows:

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**ORGANIZATIONS:**

Suffolk County Department of Fire, Rescue & Emergency Services

**SHSP FY2017**
003-FRE-3419-$609,906

**1000-PERSONNEL SERVICES:** $140,185

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Suffolk County Police Department

**SHSP FY2017**

**003-POL-3793-$78,000**

### 2000-EQUIPMENT: $14,850

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<th>Activity</th>
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<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>POL</td>
<td>DEG</td>
<td>3793</td>
<td>2500</td>
<td>0000</td>
<td>Other Equipment</td>
<td>$14,850</td>
</tr>
</tbody>
</table>

### 3000-SUPPLIES: $918

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>POL</td>
<td>DEG</td>
<td>3793</td>
<td>3500</td>
<td>0000</td>
<td>Other Supplies</td>
<td>$918</td>
</tr>
</tbody>
</table>

### 4000-CONTRACTUAL EXPENSES: $62,232

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>POL</td>
<td>DEG</td>
<td>3793</td>
<td>4410</td>
<td>0000</td>
<td>Rent</td>
<td>$62,232</td>
</tr>
</tbody>
</table>

Suffolk County Department of Health Services

**SHSP FY2017**

**003-HSV-4628-$100,305**

### 3000-SUPPLIES: $185,100

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4628</td>
<td>3370</td>
<td>0000</td>
<td>Medical, Dental &amp; Lab Supplies</td>
<td>$100,305</td>
</tr>
</tbody>
</table>

Suffolk County Sheriff's Office

**SHSP FY2017**

**003-SHF-3637-$25,000**

### 3000-SUPPLIES: $25,000

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>SHF</td>
<td>DEG</td>
<td>3637</td>
<td>3680</td>
<td>0000</td>
<td>Repairs: Special Equipment</td>
<td>$25,000</td>
</tr>
</tbody>
</table>
Suffolk County Department of Information Technology
SHSP FY2017
003-ITS-1663-$25,000

3000-SUPPLIES: $25,000

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>ITS</td>
<td>DEG</td>
<td>1663</td>
<td>3160</td>
<td>0000</td>
<td>Computer Software</td>
<td>$25,000</td>
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Suffolk County Parks Department
SHSP FY2017
003-PKS-7137-$13,000

2000-EQUIPMENT: $13,000

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>PKS</td>
<td>DEG</td>
<td>7137</td>
<td>2050</td>
<td>0000</td>
<td>Other Motorized Equipment</td>
<td>$13,000</td>
</tr>
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</table>

Employee Benefits

8000-EMPLOYEE BENEFITS: $48,528

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>FRE</td>
<td>DEG</td>
<td>3419</td>
<td>8330</td>
<td>0000</td>
<td>Social Security</td>
<td>$10,724</td>
</tr>
<tr>
<td>003</td>
<td>FRE</td>
<td>DEG</td>
<td>3419</td>
<td>8280</td>
<td>0000</td>
<td>Retirement</td>
<td>$14,665</td>
</tr>
<tr>
<td>003</td>
<td>FRE</td>
<td>DEG</td>
<td>3419</td>
<td>8380</td>
<td>0000</td>
<td>Welfare Fund</td>
<td>$1,456</td>
</tr>
<tr>
<td>039</td>
<td>EMP</td>
<td>ODE</td>
<td>9060</td>
<td>8360</td>
<td>0000</td>
<td>Major Medical Claims</td>
<td>$21,683</td>
</tr>
</tbody>
</table>

Interfund Transfer
Transfer to Employee Medical Health Plan
$21,683

9000-INTERFUND TRANSFERS: $21,683

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>FRE</td>
<td>DEG</td>
<td>3419</td>
<td>9550</td>
<td>0000</td>
<td>TR To FD 039 Self Hlth Ins</td>
<td>$21,683</td>
</tr>
</tbody>
</table>

; and be it further

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

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>039</td>
<td>IFT</td>
<td>E039</td>
<td>R003</td>
<td>$21,683</td>
</tr>
</tbody>
</table>

; and be it further

3rd RESOLVED, that the following positions be and they hereby are continued in the Department of Fire, Rescue & Emergency Services and funded by the SHSP 2017 grant:

Department of Fire, Rescue & Emergency Services

<table>
<thead>
<tr>
<th>Position No.</th>
<th>Spec No.</th>
<th>Position Title</th>
<th>JC</th>
<th>Grade</th>
<th>No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3401-0200-0005/0006</td>
<td>5812</td>
<td>Training Officer EP (P/T)</td>
<td>C</td>
<td>16</td>
<td>2</td>
</tr>
<tr>
<td>3401-0300-0015</td>
<td>0021</td>
<td>Clerk Typist (F/T)</td>
<td>C</td>
<td>09</td>
<td>1</td>
</tr>
</tbody>
</table>

4th RESOLVED, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individuals filling the positions created by this resolution at the conclusion of the grant funding provided for such positions created by said grant; and be it further

5th RESOLVED, that the County Legislature hereby authorizes the temporary increase of the fleet of the Parks Department by two (2); and be it further

6th RESOLVED, the purchase of two (2) All-Terrain Vehicles for the Parks Department is hereby approved pursuant to Chapter 255-2 B. (6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the County Vehicle Standard; and be it further

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:
1. Type of Legislation

2. Title of Proposed Legislation
   ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $899,739 FOR THE “STATE HOMELAND SECURITY PROGRAM (SHSP) FY2017” ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES

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

   Accept and appropriate SHSP 2017 Grant funding in the Departments of FRES, Police, Sheriff, Health, Parks, and Information Technology.

   Fund two (2) part-time Training Officer positions (003-FRE-3401-0200-0005/6) and one (1) full-time Clerk Typist position (003-FRE-3401-0300-0015).

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

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

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

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision
   $899,739 - SHSP FY2017

8. Proposed Source of Funding


10. Typed Name & Title of Preparer
    Jared Cirillo, Senior Grants Analyst

11. Signature of Preparer

12. Date
    August 9, 2017

SCIN FORM 175b (10/95)
## GENERAL FUND

<table>
<thead>
<tr>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL $0</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

## POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL $0</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

## COMBINED

<table>
<thead>
<tr>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL $0</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

### NOTES:


3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
TO: Katie Horst  
Director of Intergovernmental Relations

FROM: Joseph F. Williams  
Commissioner

DATE: August 9, 2017

SUBJECT: Request for Introductory Resolution: SHSP FY2017 Grant

Enclosed for further processing is an introductory resolution and supporting documents to accept and appropriate $899,739 in funding from the US Department of Homeland Security through the NYS Division of Homeland Security and Emergency Services for the State Homeland Security Program (SHSP) FY2017 Grant. In addition to this department, the grant provides funding for the Police Department, Sheriff's Office, Department of Health Services, Parks, and the Department of Information Technology.

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

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

JFW:jac

Enclosures
TITLE OF BILL: An act to accept and appropriate 100% Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $899,739 for the 2017 SHSP Grant Program administered by the Suffolk County Department of Fire, Rescue & Emergency Services.

PURPOSE OR GENERAL IDEA OF BILL: The SHSP FY2017 will provide funds to the Departments of Fire, Rescue & Emergency Services, Police, Sheriff, Health Services, Parks, and Information Technology to support planning, equipment, training and exercise needs associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials.

SUMMARY OF SPECIFIC PROVISIONS: N/A

JUSTIFICATION: These grant funds will enable FRES to sustain the positions of Training Officer and Clerk Typist. It will also allow FRES to sustain satellite telephone service, satellite internet connectivity, cellular hot spots, cellular phone service, asset tracking system service, critical emergency supplies, regional typecasting response equipment, communication system upgrades, Citizen Corp Council, etc. In addition, the grant will provide funds to FRES to sustain WMD equipment maintenance and the warehouse lease to store WMD equipment. It will allow the SCPD to sustain the building lease for the Emergency Service Section. It will also allow SCPD to purchase law enforcement equipment and supplies. Health Services will enhance their emergency preparedness with the purchase of eligible pharmaceuticals. The grant will also allow the Sheriff's Office to maintain and repair critical equipment. The Parks Department will enhance their emergency preparedness with the purchase of two All-Terrain Vehicles. Lastly, IT will enhance cyber security within the county with firewall protection and access control.

FISCAL IMPLICATIONS: None
<table>
<thead>
<tr>
<th><strong>STATE AGENCY</strong></th>
<th><strong>NYS COMPTROLLER'S NUMBER:</strong> C973770</th>
</tr>
</thead>
<tbody>
<tr>
<td>New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242</td>
<td></td>
</tr>
<tr>
<td><strong>ORIGINATING AGENCY CODE:</strong> 01077</td>
<td></td>
</tr>
<tr>
<td><strong>GRANTEE/CONTRACTOR:</strong> (Name &amp; Address)</td>
<td></td>
</tr>
<tr>
<td>Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788</td>
<td></td>
</tr>
<tr>
<td><strong>FEDERAL TAX IDENTIFICATION NO:</strong> 11-8000464</td>
<td></td>
</tr>
<tr>
<td><strong>MUNICIPALITY NO:</strong> (if applicable) 4701000000 000</td>
<td></td>
</tr>
<tr>
<td><strong>SES VENDER NO:</strong> 1000000069</td>
<td></td>
</tr>
<tr>
<td><strong>DUN &amp; BRADSTREET NO:</strong> 065949190</td>
<td></td>
</tr>
<tr>
<td><strong>INITIAL CONTRACT PERIOD:</strong> FROM 09/01/2017 TO 06/30/2020</td>
<td></td>
</tr>
<tr>
<td><strong>FUNDING AMOUNT FOR INITIAL PERIOD:</strong> $898,739.00</td>
<td></td>
</tr>
<tr>
<td><strong>STATUS:</strong> Contractor is not a sectarian entity. Contractor is not a not-for-profit organization.</td>
<td></td>
</tr>
<tr>
<td><strong>MULTI-YEAR TERM:</strong> (if applicable)</td>
<td></td>
</tr>
<tr>
<td><strong>CHARITIES REGISTRATION NUMBER:</strong></td>
<td></td>
</tr>
<tr>
<td>[N/A]</td>
<td></td>
</tr>
<tr>
<td>(Enter number of Exempt) if &quot;Exempt&quot; is entered above, reason for exemption.</td>
<td></td>
</tr>
<tr>
<td>[N/A]</td>
<td></td>
</tr>
<tr>
<td>[Contractor has not timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.]</td>
<td></td>
</tr>
<tr>
<td><strong>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</strong></td>
<td></td>
</tr>
<tr>
<td>[APPENDIX A] Standard Clauses required by the Attorney General for all State contracts</td>
<td></td>
</tr>
<tr>
<td>[APPENDIX A1] Agency-specific Clauses</td>
<td></td>
</tr>
<tr>
<td>[APPENDIX B] Budget</td>
<td></td>
</tr>
<tr>
<td>[APPENDIX C] Payment and Reporting Schedule</td>
<td></td>
</tr>
<tr>
<td>[APPENDIX D] Program Workplan and Special Conditions</td>
<td></td>
</tr>
<tr>
<td>[APPENDIX X] Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</td>
<td></td>
</tr>
<tr>
<td>[DHSES-S5] Budget Amendment/Grant Extension Request</td>
<td></td>
</tr>
<tr>
<td>[Other] Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</td>
<td></td>
</tr>
</tbody>
</table>

**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**

Project No. SH17-1011-D00

Grantee Name Suffolk County

07/20/2017 SHSP

---

**Award Contract**

Project No.

Grantee Name

---

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 $55,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

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

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

1. Appendix A-1

2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

6. Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

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 licensees 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

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 purposes 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 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
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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 II(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: 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: 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: Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.
g. Scheduled Reimbursement: 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: Seventh 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 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).

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
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 sameacknowledgments 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:
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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: 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)


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 MWBEs found at the following internet address: https://ny.newnycontracts.com/RequestVendorSearchPublic.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

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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. MWBE 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:

MWBE

This organization will and cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation 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 MWBEs 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 contracts 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.

iii. 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


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 https://grants.dhsses.ny.gov/NYSOH_SMS/Project/ReportContractAward.jsp[7/20/2017 10:11:52 AM]
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/ymb01.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, or 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
Project No. SH17-1011-D00
Grantee Name Suffolk County

Budget Summary by Participant

Suffolk County - Version 1

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### Fringe Benefits

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<td>F1 - Fringe Related to Clerk Typist (1 F/T) (FRES)</td>
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**Total** $140,185.00

### Equipment

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<th>Equipment</th>
<th>AEL</th>
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<th>Grant Funds</th>
<th>Matching Funds</th>
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<tr>
<td>1</td>
<td>Eligible Pharmaceuticals (including ciprofloxacin, doxycycline, amoxicillin, tami, etc.) (HSV) (FRES)</td>
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**Total** $435,755.00

### Supplies

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<th>Grant Funds</th>
<th>Matching Funds</th>
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<td>Supplies for Citizen Corp/Citizen Preparedness Activities (FRES)</td>
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<td>ICS/Presentation Training Supplies (Aids, Flash Drives, SD Cards) (SCP)</td>
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<td>Community Resilience and Preparation Materials (FRES)</td>
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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 810
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
Award Contract

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 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

Project No. SH17-1011-D00
Grantee Name Suffolk County

SHSP 07/20/2017

Work Plan

Goal

Prevent terrorist attacks and mitigate against man-made and natural hazards; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from both man-made and natural disasters.

Objective #1

Investment Justification - Strengthen Counter-Terrorism and Law Enforcement Capabilities

Target Capability
Primary - Counter-Terror Investigation and Law Enforcement
The development, sustainment and/or enhancement of specialized response team assets.

Task #1 for Objective #1
Provide maintenance on WMD response equipment.

# Performance Measure
1. Maintenance activities conducted. Provide a brief narrative reporting activities conducted and how the project enhanced the response capabilities in the jurisdiction.

Task #2 for Objective #1
Continue warehouse rental services for WMD/ CBRNE response equipment and supplies that were purchased with Homeland Security funding.

# Performance Measure
1. Identify services received and paid for. Describe how the project enhanced response and recovery capabilities in the jurisdiction.

Task #3 for Objective #1
Purchase allowable law enforcement response equipment equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

# Performance Measure
1. Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced response and recovery capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #2
G & T Workplan Code - 03. Establish/enhance cyber security program.

Investment Justification - Enhance Cyber Security Capabilities

Target Capability
Primary - Communications
Strengthen networking infrastructure by upgrading outdated infrastructure and introducing technologies that vastly improve security within State and local government agencies.

Task #1 for Objective #2
Purchase allowable cyber security equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

# Performance Measure
1. Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced cyber security capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #3
Investment Justification - Promote Citizen and Community Preparedness

Target Capability
Primary - Community Preparedness and Participation

The development and implementation of citizen preparedness programs that provide citizens with the appropriate awareness, training and supplies that will prepare them for response to an all-hazards event.

Task #1 for Objective #3

Purchase allowable citizen preparedness equipment and supplies. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

# Performance Measure

Identify equipment/supplies ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced citizen preparedness and response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #4

G & T Workplan Code - 12. Assess vulnerability of and/or harden/protect critical infrastructure and key assets.

Investment Justification - Protect Critical Infrastructure and Key Resources

Target Capability
Primary - Risk Management

Utilizing risk assessments, conduct target hardening measures and/or enhance security at CI/KR and/or mass gathering events.

Task #1 for Objective #4

Purchase allowable critical infrastructure protection (all terrain vehicles) equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

# Performance Measure

Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced critical infrastructure protection capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #5


Investment Justification - Support Health Emergency Preparedness

Target Capability
Primary - Medical Supplies Management and Distribution

The development, sustainment and/or enhancement of mass prophylaxis and/or medical countermeasures to support medical surge capabilities.

Task #1 for Objective #5

Purchase allowable pharmaceuticals. Train appropriate personnel on the proper use and place into service.

# Performance Measure

Identify equipment/supplies ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced medical response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #6

Award Contract

Investment Justification - Advance Interoperable and Emergency Communications

Target Capability
Primary - Communications
The development, sustainment and/or enhancement of interoperable communications systems.

Task #1 for Objective #6
Purchase/maintain allowable interoperable communications equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

# Performance Measure
Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced interoperable communications capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #7
G & T Workplan Code - 23. Develop/enhance plans, procedures, and protocols.
Investment Justification - Enhance Emergency Management and Response Capabilities
Target Capability
Primary - Planning
The development, implementation and/or maintenance of emergency management plans; developed collaboratively with clear goals and objectives (includes threat and hazard assessments).

Task #1 for Objective #7
Conduct assessment to identify training needs related to homeland security initiatives. Provide authorized training to first responders.

# Performance Measure
Training conducted. Provide brief narrative on type of training conducted to include at a minimum the number of personnel trained, the disciplines being trained and the jurisdictions included in the training; roster of attendees maintained on file. Describe how the project enhanced emergency management capabilities in the jurisdiction.

Task #2 for Objective #7
Design, develop, conduct and/or participate in exercises in compliance with HSEEP guidelines to identify deficiencies within response capabilities to all hazard events. This in turn will help to identify training curriculum gaps. Report scheduled exercises to DHSES Office of Emergency Management (OEM) Training and Exercise Section 60 days prior to the start of the exercise. Submit After Action Reports/Improvement Plans to DHSES within 60 days of exercise completion.

# Performance Measure
DHSES notified of scheduled exercise; exercise conducted and After Action Reports/Improvement Plans completed and submitted to DHSES within 60 days of exercise completion. Provide brief narrative and report number of personnel involved, the disciplines involved and the jurisdictions participating; describe how the project enhanced the emergency management capabilities in the jurisdiction.

Task #3 for Objective #7
Conduct allowable planning activities related to homeland security initiatives.

# Performance Measure
Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced the emergency management capabilities in the jurisdiction.

Objective #8

G & T Workplan Code - 30. Enhance capabilities to respond to all-hazards events.

Investment Justification - Strengthen CBRNE Preparedness and Response Capabilities

Target Capability
Primary - CBRNE Detection

Based on capability analyses, identify, purchase, and maintain equipment for responders to safely detect, identify, and respond to CBRNE events.

Task #1 for Objective #8

Purchase/maintain allowable CBRNE equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

# Performance Measure

Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced CBRNE response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Award Contract

Project No. SH17-1011-D00

Grantee Name Suffolk County

07/20/2017

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.


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) (https://www.fema.gov/authorized-equipment-list).

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 the DHSES Office of Emergency Management (OEM) Training and Exercise Section 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 activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval 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.
RESOLUTION NO. -2017, SALE OF COUNTY-OWNED
REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976
PINE GROVE INN OF EAST PATCHOGUE LLC
(SCTM NO. 0200-979.40-05.00-017.002)

WHEREAS, the COUNTY OF SUFFOLK had acquired an interest in the following described parcel that is surplus to the needs of the County of Suffolk:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200 Section 979.40 Block 05.00 Lot 017.002 and acquired by Tax Deed on August 27, 2012 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 28, 2012 in Liber 12703 at CP 480 and described as follows, being and intended to be that parcel of land carried on the tax rolls of the Town of Brookhaven under SCTM # District 0200 Section 979.40 Block 05.00 Lot 017.002

WHEREAS in accordance with Local Law No. 13-1976 of the County of Suffolk, provision has been made for the sale of real property acquired by the County through tax sale to an adjoining property owner; and

WHEREAS, Pine Grove Inn of East Patchogue LLC, has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of $15,001.00. At closing the purchaser will be responsible for the pro rata share of the current taxes which amount will be due upon receipt of the deed; and

WHEREAS, the real property above described being in size approximately 50’ x 150’ (paved parking lot) has been appraised at $15,000.00, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, the Director of Real Estate, and/or his designee, has received and deposited the sum of $15,001.00, pursuant to said purchase offer; and

WHEREAS, the Suffolk County Department of Economic Development and Planning has reviewed this parcel and recommends that said parcel be sold to adjacent owners with certain restrictive covenants so as to prevent further development of the land; now, 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 the law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5 (a) (1); and be it further
2nd RESOLVED, that the deed shall include the following language: AND the premises described herein shall not be independently improved by the erection of any habitable structure, and can be merged with grantee’s adjoining parcel if applicable so as to form one single lot. There can be no further subdivision of the merged parcel unless it is consistent with local town and/or village zoning codes and standards of the Suffolk County Department of Health Services, applicable at the time application is made. This restrictive covenant shall be enforceable by the County of Suffolk by injunctive relief or by any other remedy, in equity, or at law. The failure of the County of Suffolk or any agency thereof to enforce this covenant, shall not be deemed to impose any liability whatsoever upon the County of Suffolk or any officer, employee or agent thereof. This covenant and restriction shall run with the land and shall be binding upon the grantee, its successor and assigns, and upon all persons claiming under them; and be it further

3rd RESOLVED, that the Director of Real Estate, and/or his designee, is hereby authorized to execute and acknowledge a Quitclaim Deed to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Pine Grove Inn of East Patchogue LLC at 1 First Street, East Patchogue, New York 11772.

DATED:

APPROVED BY

County Executive of Suffolk County

Date of Approval:
DIRECT SALE:
Suffolk County Local Law No. 13-1976
Tax Map No. 0200-979.40-05.00-017.002

<table>
<thead>
<tr>
<th>ADJOINING OWNER</th>
<th>BID</th>
<th>BID</th>
<th>BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pine Grove Inn of East Patchogue LLC</td>
<td>$15,001.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 First Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>East Patchogue, New York 11772</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>0200-979.40-05.00-001.000</td>
<td></td>
<td></td>
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<tr>
<td>Suffolk County Department of Parks</td>
<td>$0</td>
<td></td>
<td></td>
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<tr>
<td>P.O. Box 144</td>
<td></td>
<td></td>
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<tr>
<td>Sayville, New York 11796</td>
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<td>0200-979.40-05.00-017.003</td>
<td></td>
<td></td>
<td></td>
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</table>

SIZE OF PARCEL: 50' x 150'
APPRAISED VALUE: $15,000.00
COMMENT: Direct Sale to Adjacent Owner

Wayne R. Thompson
Property Manager
(631) 853-5971
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
   SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO
   LOCAL LAW No. 13-1976
   PINE GROVE INN OF EAST PATCHOGUE LLC
   (SCTM NO. 0200-979.40-05.00-017.002)

3. Purpose of Proposed Legislation
   Convey County owned parcel to adjacent owner

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

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

6. If the answer to Item 4 is "yes", provide detailed explanation of impact.
   Income from sale.

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

8. Proposed Source of Funding
   None

9. Timing of Impact
   2017

10. Name & Title of Preparer
    R.J. Bhatt  Land Management Specialist
    Diane E. Weyer  Chief Financial Analyst

    Signature of Preparer  Date
    ______________________  7/31/17
    ______________________  8/2/17
# Financial Impact
## 2017 Property Tax Levy
### Cost to the Average Taxpayer

<table>
<thead>
<tr>
<th>Fund</th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Police District and District Court</strong></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Combined</strong></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Notes:
1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.
3) Source for equalization rates: 2016 County Equalization Rates established by the New York State Board of Equalization and Assessments.

Page 2 of 2

To be completed by the Executive Budget Office
July 31, 2017

Katie Horst  
Intergovernmental Relations  
H. Lee Dennison Bldg. 12th Fl.  
100 Veterans Memorial Highway  
Hauppauge, NY 11788

Re: Tax Map Number: 0200-979.40-05.00-017.002

Dear Ms. Horst:

Enclosed herewith is the original copy of the proposed resolution with documentation pursuant to:

Local Law No. 13-1976 - Authorizing the Direct Sale of County Owned Real Estate

I would appreciate your placing this on the legislative agenda.

Very truly yours,

[Signature]

JASON SMAGINS
Acting Director of Real Estate  
Division of Real Property Acquisition and Management

JS:slb

Resolution + 1 copy  
Summary Statement  
Tax Map & Aerial Map  
Hagstrom Map  
Sponsor's Memo

Copy of Resolution to:  
CE Reso Review, (electronic copy)
RESOLUTION NO. -2017, AUTHORIZING THE SALE,
PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL
PROPERTY ACQUIRED UNDER SECTION 46 OF THE
SUFFOLK COUNTY TAX ACT KIM STONE, AS
ADMINISTRATOR OF THE ESTATE OF MAUREEN STONE
(SCTM NO. 0200-389.00-06.00-025.000)

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 389.00, Block 06.00, Lot 025.000, and acquired
by tax deed on February 01, 2016, from John M. Kennedy, Jr., the County Comptroller of
Suffolk County, New York and recorded on February 16, 2016, in Liber 12852, at Page 677, and
otherwise known and designated by the Town of Brookhaven, Lot 1036, on a certain map
entitled "Map of Eastwood Village, Section 14", filed in the office of the Clerk of Suffolk County
on August 27, 1957 as Map No. 2740; and

FURTHER, notwithstanding the above description, it is the intention of this
conveyance to give title only to such property as was acquired by the County of Suffolk by Tax
Deed on February 01, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk
County, New York, and recorded on February 16, 2016 in Liber 12852 at Page 677.

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, KIM STONE, AS ADMINISTRATOR OF THE ESTATE OF
MAUREEN STONE has made application of said above described parcel and KIM STONE, AS
ADMINISTRATOR OF THE ESTATE OF MAUREEN STONE has paid the application fee and
has paid $82,930.48, as payment of taxes, penalties, interest, recording fees, and any other
charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30,
2017; now, therefore be it

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

2nd RESOLVED, that the Director of Real Estate, and/or her designee, be and she
hereby is authorized to execute and acknowledge a Quitclaim Deed to KIM STONE, AS
ADMINISTRATOR OF THE ESTATE OF MAUREEN STONE, 10 Travis Road, East 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:
SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

July 26, 2017

Tax Map No.: 0200-389.00-06.00-025.000
Name of Last Legal Fee Owner: KIM STONE, AS ADMINISTRATOR OF THE ESTATE OF
MAUREEN STONE

COMPTROLLER'S COMPUTATION .................. $76,351.78
Taxes .................................. 2016/2017 ............... $6,516.06
Certified Mail Fees ............................. $62.64
License Fee Collected ..................... OPEN
Repairs .................................. OPEN
Other Expenses ................................. OPEN

TOTAL ......................................... $82,930.48

Monies Received ................................. $82,930.48

RESOLUTION AMOUNT ....................... $82,930.48

APPROVED:

[Signature] 8/1/2017

PREPARED BY:

Peter Belyea
Redemption Unit
(631) 853-5932

Accounting
PB.leg
### A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
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<tr>
<td>2011</td>
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<tr>
<td>2012</td>
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<tr>
<td>2013</td>
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<td>2016</td>
<td>$8,897.40</td>
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<td></td>
<td>TOTAL:</td>
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<td>$67,038.99</td>
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### B. INTEREST DUE

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<tr>
<td>C. TOTAL</td>
<td>$72,715.98</td>
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<tr>
<td>D. 5% LINE C</td>
<td>$3,635.80</td>
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**SUBTOTAL**

|          | $76,351.78 |

### E. FEE

|          | $0         |

### F. MISC

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<tr>
<th></th>
<th>MAILING FEES</th>
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### G. MISC

<table>
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<tr>
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<th>2016/17 TAXES</th>
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<tr>
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<td>$62,64</td>
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### H. MISC

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</thead>
<tbody>
<tr>
<td></td>
<td>$6,516.06</td>
</tr>
</tbody>
</table>

**TOTAL AMOUNT DUE:**

|          | $82,930.48 |

**CERTIFICATION BY COUNTY COMPTROLLER**

I, Christina Cooke, 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.

10-Feb-17

Christina M. Cooke
Executive Director of Finance & Taxation

**Interest and penalty computed to**

| and including | 08/09/17 |

ks
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
KIM STONE, AS ADMINISTRATOR OF THE ESTATE OF MAUREEN STONE
0200-389.00-06.00-025.000

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)

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
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<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
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<tr>
<td></td>
<td>Library District</td>
<td>Fire District</td>
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</table>

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
2017

10. Typed Name of Preparer
Peter Belveya

Signature of Preparer
Date

Peter Belveya
7/28/17

Diarm O'Flaherty
8/23/17
## General Fund

<table>
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<tr>
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<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 Rate per $1000</th>
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<tbody>
<tr>
<td>Total</td>
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## Police District and District Court

<table>
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</thead>
<tbody>
<tr>
<td>Total</td>
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<td>$0.00</td>
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## Combined

<table>
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<tr>
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<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate per $1000</th>
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</thead>
<tbody>
<tr>
<td>Total</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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</tbody>
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**Notes:**
1. Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.
3. Source for equalization rates: 2016 County Equalization Rates established by the New York State Board of Equalization and Assessments.

Page 2 of 2

To be completed by the Executive Budget Office.
August 10, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-389.00-06.00-025.000
KIM STONE, AS ADMINISTRATOR OF THE ESTATE OF MAUREEN STONE

Dear Ms. Horst:

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,

Jason Smagin,
Acting Director of Real Estate
Suffolk County Economic Development and Planning

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. -2017, AUTHORIZING THE SALE, 
PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL 
PROPERTY ACQUIRED UNDER SECTION 46 OF THE 
SUFFOLK COUNTY TAX ACT SAMANTHA MCFADDEN 
(SCTM NO. 0200-518.00-02.00-006.002)

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

ALL, that certain plot, piece or parcel of land, with any buildings and 
improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of 
Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property 
Tax Service Agency as District 0200, Section 518.00, Block 02.00, Lot 006.002, and acquired 
by tax deed on February 01, 2016, from John M. Kennedy, Jr., the County Comptroller of 
Suffolk County, New York and recorded on February 16, 2016, in Liber 12852, at Page 677, and 
otherwise known and designated by the Town of Brookhaven, as District 0200, Section 518.00, 
Block 02.00, Lot 006.002; and

FURTHER, notwithstanding the above description, it is the intention of this 
conveyance to give title only to such property as was acquired by the County of Suffolk by Tax 
Deed on February 01, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk 
County, New York, and recorded on February 16, 2016 in Liber 12852 at Page 677.

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, SAMANTHA MCFADDEN has made application of said above 
described parcel and SAMANTHA MCFADDEN has paid the application fee and will be paying 
$36,123.04, 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, 2017; now, 
therefore be it

1st

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

2nd

RESOLVED, that the Director of Real Estate, and/or her designee, be and she 
hereby is authorized to execute and acknowledge a Quitclaim Deed to SAMANTHA 
MCFADDEN, 53 Joan Avenue, Centereach, NY 11720 to transfer the interest of Suffolk County 
in the above described property and on the above described terms.
Tax Map No.: 0200-518.00-02.00-006.002
Name of Last Legal Fee Owner: SAMANTHA MCFADDEN

COMPTROLLER'S COMPUTATION.............................................. $32,707.70
Taxes................................................................. 2016/2017 $3,399.68
Certified Mail Fees.................................................... $15.66
License Fee Collected.................................................. OPEN
Repairs................................................................. OPEN
Other Expenses....................................................... OPEN

TOTAL................................................................. $36,123.04

Monies to be Received.............................................. $36,123.04

RESOLUTION AMOUNT................................................... $36,123.04

APPROVED:

[Signature]
Accounting
PB tag

PREPARED BY:

[Signature]
Peter Belyea
Redemption Unit
(631) 853-5932

August 1, 2017
**CERTIFICATION BY COUNTY COMPTROLLER**

I, Christina Cooke, 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-Mar-17

Christina Cooke
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 09/17/17**

ks
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
   SAMANTHA MCFADDEN
   0200-518.00-02.00-006.002

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

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
   2017

10. Typed Name of Preparer   Signature of Preparer   Date
    Peter Belyea               [Signature]          8/1/17
    Diane E. Weyer            [Signature]          8/23/17
### GENERAL FUND

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<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 RATE PER $1000</th>
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</thead>
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<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FEV TAX RATE PER $1000</th>
</tr>
</thead>
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<tr>
<td>TOTAL</td>
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<td>$0.00</td>
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</tbody>
</table>

### COMBINED

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<tr>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**NOTES:**

3. SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.
August 10, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-518.00-02.00-006.002
SAMANTHA MCFADDEN

Dear Ms. Horst:

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,

Jason Smagin
Acting Director of Real Estate
Suffolk County Economic Development and Planning

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. -2017, AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT JENNIFER YOUNG, AS EXECUTOR OF THE ESTATE OF CELESTINO VLASSICH (SCTM NO. 0200-564.00-03.00-006.000)

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 564.00, Block 03.00, Lot 006.000, and acquired by tax deed on February 01, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York and recorded on February 16, 2016, in Liber 12852, at Page 677, and otherwise known and designated by the Town of Brookhaven, as Lot No. 172, on a certain map entitled "Map of Lake Pines, Unit #5", filed in the office of the Clerk of Suffolk County on August 22, 1945 as Map No. 1444; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on February 01, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 16, 2016 in Liber 12852 at Page 677.

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, JENNIFER YOUNG, AS EXECUTOR OF THE ESTATE OF CELESTINO VLASSICH has made application of said above described parcel and JENNIFER YOUNG, AS EXECUTOR OF THE ESTATE OF CELESTINO VLASSICH has paid the application fee and has paid will be paying $79,705.12, 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, 2017; now, therefore be it

1st

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

2nd

RESOLVED, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to JENNIFER YOUNG, AS EXECUTOR OF THE ESTATE OF CELESTINO VLASSICH, 81 Arlington Road, Lake
Ronkonkoma, NY 11779 to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County

Date:
August 1, 2017

Tax Map No.: 0200-564.00-03.00-006.000
Name of Last Legal Fee Owner: JENNIFER YOUNG, AS EXECUTOR OF THE ESTATE OF CELESTINO Vlassich

COMPTROLLER'S COMPUTATION $73,950.33

Taxes........2016/2017 $5,748.06
Certified Mail Fees........................................ $6.73
License Fee Collected.................................. OPEN
Repairs......................................................... OPEN
Other Expenses............................................ OPEN

TOTAL......................................................... $79,705.12

Monies to be Received $79,705.12

RESOLUTION AMOUNT $79,705.12

APPROVED:

PREPARED BY:

Peter Belyea
Redemption Unit
(631) 853-5932

Accounting
PBlag
### A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
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<tr>
<td>0</td>
<td>$</td>
</tr>
<tr>
<td>0</td>
<td>$</td>
</tr>
<tr>
<td>0</td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL:** $64,985.35

### B. INTEREST DUE

- $5,443.54

### C. TOTAL

- $70,428.89

### D. 5% LINE C

- $3,521.44

**SUBTOTAL**

- $73,950.33

### E. FEE

- 0

### F. MISC

- MAILING FEES
- $6.73

### G. MISC

- 2016/17 TAXES
- $5,748.06

### H. MISC

- 0

**TOTAL AMOUNT DUE:**

- $79,705.12

### CERTIFICATION BY COUNTY COMPTROLLER

I, Christina Cooke, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

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

03-Feb-17

Christina Cooke
Executive Director of Finance & Taxation

**Interest and penalty computed to 08/02/17**

ks
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
   JENNIFER YOUNG, AS EXECUTOR OF THE ESTATE OF CELESTINO VLASTICH
   0200-564.00-03.00-006.000

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
   2017

10. Typed Name of Preparer    Signature of Preparer    Date
    Peter Belveya             
    Diane E. Weyer
    8/1/17
    8/23/17
### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
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</table>

### POLICE DISTRICT AND DISTRICT COURT

<table>
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<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FIV TAX RATE PER $1000</th>
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<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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</table>

### COMBINED

<table>
<thead>
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<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FIV TAX RATE PER $1000</th>
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<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
August 10, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-564.00-03.00-006.000
   JENNIFER YOUNG, AS EXECUTOR OF THE ESTATE OF CELESTINO VLASSICH

Dear Ms. Horst:

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,

Jason Smagin
Acting Director of Real Estate
Suffolk County Economic Development
and Planning

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. -2017, AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT STEPHEN B. TAFE, SR. (SCTM NO. 0200-977.60-06.00-015.000)

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 977.60, Block 06.00, Lot 015.000, and acquired by tax deed on December 27, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York and recorded on February 07, 2017, in Liber 12899, at Page 786, and otherwise known and designated by the Town of Brookhaven, District 0200, Section 977.60, Block 06.00, Lot 015.000; 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 27, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 07, 2017 in Liber 12899 at Page 786.

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, STEPHEN B. TAFE, SR. has made application of said above described parcel and STEPHEN B. TAFE, SR. has paid the application fee and has paid will be paying $63,860.49, 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, 2017; now, therefore be it

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

2nd RESOLVED, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to STEPHEN B. TAFE, SR., 39 Pineneck Avenue, East 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:
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comptroller's Computation</td>
<td>$56,633.37</td>
</tr>
<tr>
<td>Taxes 2016/2017</td>
<td>$7,220.39</td>
</tr>
<tr>
<td>Certified Mail Fees</td>
<td>$6.73</td>
</tr>
<tr>
<td>License Fee Collected</td>
<td>OPEN</td>
</tr>
<tr>
<td>Repairs</td>
<td>OPEN</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>OPEN</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$63,860.49</strong></td>
</tr>
<tr>
<td>Monies to be Received</td>
<td>$63,860.49</td>
</tr>
<tr>
<td><strong>Resolution Amount</strong></td>
<td><strong>$63,860.49</strong></td>
</tr>
</tbody>
</table>

**APPROVED:**

[Signature]

Accounting
PB/lag

**PREPARED BY:**

Peter Belyea
Redemption Unit
(631) 853-5932

July 28, 2017
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
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<tr>
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<td>0</td>
<td>$0</td>
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<tr>
<td>0</td>
<td>$0</td>
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</tbody>
</table>

TOTAL: $51,413.54

B. INTEREST DUE: $2,523.00
C. TOTAL: $53,936.54
D. 5% LINE C: $2,696.83
SUBTOTAL: $56,633.37

E. FEE: $0
F. MISC: MAILING FEES: $6.73
G. MISC: 2016/17 TAXES: $7,220.39
H. MISC: $0
TOTAL AMOUNT DUE: $63,860.49

CERTIFICATION BY COUNTY COMPTROLLER

I, Christina Cooke, 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.
05-Jun-17

Christina M. Cooke
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 12/02/17**

ks
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
   STEPHEN B. TAFE, SR.
   0200-977.60-06.00-015.000

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
   2017

10. Typed Name of Preparer    Signature of Preparer    Date
    Peter Belveya
    Diane E. Weges
    7/28/17
    8/23/17
## General Fund

<table>
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<th>2017 Property Tax Levy</th>
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<th>2017 Rate Per $1000</th>
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</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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</tbody>
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## Police District and District Court

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
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<td>$0.00</td>
<td>$0.00</td>
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</tbody>
</table>

## Combined

<table>
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<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate Per $1000</th>
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<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Notes:
1. Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.
3. Source for equalization rates: 2016 County Equalization Rates established by the New York State Board of Equalization and Assessments.

Page 2 of 2

To be completed by the Executive Budget Office
August 10, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-977.60-06.00-015.000
STEPHEN B. TAFE, SR.

Dear Ms. Horst:

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,

[Signature]

Jason Smagin
Acting Director of Real Estate
Suffolk County Economic Development and Planning

JSP.Blag

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. -2017, AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT ROBERT SORENSON (SCTM NO. 1000-025.00-02.00-020.018)

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 025.00, Block 02.00, Lot 020.018, and acquired by tax deed on February 24, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York and recorded on March 03, 2016, in Liber 12854, at Page 963, and otherwise known and designated by the Town of Southold, as District 1000, Section 025.00, Block 02.00, Lot 020.018; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on February 24, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on March 03, 2016 in Liber 12854 at Page 963.

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, ROBERT SORENSON has made application of said above described parcel and ROBERT SORENSON has paid the application fee and has paid $38,489.31, 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, 2017; now, therefore be it

1st

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

2nd

RESOLVED, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to ROBERT SORENSON, P.O. Box 253, Orient, NY 11957 to transfer the interest of Suffolk County in the above described property and on the above described terms.
SUFFOLK COUNTY  
DIVISION OF REAL PROPERTY  
ACQUISITION AND MANAGEMENT  
CLOSING STATEMENT  

August 8, 2017

Tax Map No.: 1000-025.00-02.00-020.018  
Name of Last Legal Fee Owner: ROBERT SORENSON  

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>COMPTROLLER'S COMPUTATION</td>
<td>$31,299.69</td>
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<tr>
<td>Taxes...2016/2017</td>
<td>$7,167.23</td>
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<tr>
<td>Certified Mail Fees</td>
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<tr>
<td>License Fee Collected</td>
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<tr>
<td>Repairs</td>
<td>OPEN</td>
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<tr>
<td>Other Expenses</td>
<td>OPEN</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$38,489.31</strong></td>
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<tr>
<td>Monies Received</td>
<td><strong>$38,489.31</strong></td>
</tr>
<tr>
<td><strong>RESOLUTION AMOUNT</strong></td>
<td><strong>$38,489.31</strong></td>
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APPROVED:

[Signature]

March 13, 2017

PREPARED BY:

Peter Belyea  
Redemption Unit  
(631) 853-5932
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
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<tbody>
<tr>
<td>2013</td>
<td>$3,621.58</td>
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<tr>
<td>2014</td>
<td>$8,690.92</td>
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<td>2015</td>
<td>$8,422.27</td>
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<td>$6,848.40</td>
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<td>0</td>
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</tbody>
</table>

TOTAL: $27,583.17

B. INTEREST DUE
C. TOTAL
D. 5% LINE C

E. FEE
F. MISC  MAILING FEES
G. MISC  2016/17 TAXES
H. MISC

SUBTOTAL

TOTAL AMOUNT DUE: $38,489.31

CERTIFICATION BY COUNTY COMPTROLLER

I, Christina Cooke, 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.
16-Feb-17

Christina Cooke
Executive Director of Finance & Taxation

**Interest and penalty computed to 08/15/17
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. 16-1978, of real property acquired under Section 46 of the Suffolk County Tax Act
   ROBERT SORENSON
   1000-025.00-02.00-020.018

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
   - Village
   - Economic Impact
   - 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
   2017

10. Typed Name of Preparer     Signature of Preparer     Date
    Peter Belvea
    Diane C. Wayo
    8/8/17
    8/23/17
FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 RATE PER $1000</th>
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</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
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POLICE DISTRICT AND DISTRICT COURT

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<tr>
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<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FEV TAX RATE PER $1000</th>
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<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
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</tbody>
</table>

COMBINED

<table>
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<tr>
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<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FEV TAX RATE PER $1000</th>
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</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
August 10, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 1000-025.00-02.00-020.018
ROBERT SORENSON

Dear Ms. Horst:

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,

Jason Smagin
Acting Director of Real Estate
Suffolk County Economic Development and Planning

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. -2017, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $99,810 IN FEDERAL PASS-THROUGH FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE TACTICAL TEAM 2016 PROGRAM WITH 100% SUPPORT.

WHEREAS, the New York State Division of Homeland Security and Emergency Services has made $99,810 in Federal pass-through funds from the 2016 State Homeland Security Grant Program (SHSP) available to Suffolk County for the Tactical Team 2016 Program to be administered by the Suffolk County Police Department; and

WHEREAS, this program is designed to assist law enforcement in the prevention, deterrence and response to terrorist attacks through the purchase of specialized equipment to be used by the Suffolk County Police Department Emergency Service Section’s SWAT Team; and

WHEREAS, funding will also aid in the SCPD SWAT Team’s attainment of the New York State Division of Criminal Justice Services (DCJS) SWAT Team Standards; and

WHEREAS, the operational period of the Program will be from April 1, 2017 through August 31, 2019; and

WHEREAS, said grant funds have not been included in the 2017 Suffolk County Operating Budget; now, therefore, be it

1st RESOLVED, that the County Comptroller be and hereby is authorized to accept and appropriate said grant funds as follows:

Tactical Team Targeted Grant Program - $99,810

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>POL</td>
<td>3790</td>
<td>4227</td>
<td>99,810</td>
</tr>
</tbody>
</table>

ORGANIZATIONS:

Police Department (POL)
Tactical Team 2016
003-POL-3790 - $99,810
2000 – EQUIPMENT - $99,810

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>POL</td>
<td>DEG</td>
<td>3790</td>
<td>2500</td>
<td>0000</td>
<td>Other</td>
<td>99,810</td>
</tr>
</tbody>
</table>

and be it further

2nd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk county Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (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

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:
1. Type of Legislation

| Resolution XX | Local Law | Charter Law |

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $99,810 IN FEDERAL PASS-THROUGH FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE TACTICAL TEAM 2016 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 $99,810 for the purchase of specialized equipment to enhance the SCPD SWAT Team's ability to detect, prevent, deter, and respond to terrorist attacks.

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, 2017 and August 31, 2019.

8. Proposed Source of Funding

This program is 100% funded by the New York State Division of Homeland Security and Emergency Services. No match is required.

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer

Sarah Furey
Senior Grants Analyst

11. Signature of Preparer

12. Date

8/9/17

SCIN FORM 175b (10/95) Page 1 of 2

Pes. 8/23/17
2017 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating a grant in the amount of $99,810 in Federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the Tactical Team 2016 Program with 100% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $99,810 in grant funding to support the purchase of specialized equipment designed to enhance the Suffolk County Police Department Emergency Service Section SWAT Team's capabilities in the areas of detection, prevention, deterrence, and response to terrorist attacks.

SUMMARY OF SPECIFIC PROVISIONS: Funding will allow for the purchase of replacement personal protective equipment and communications gear as well as equipment to enhance night vision capabilities.

JUSTIFICATION: The Police Department responds to terrorist events and high threat, high risk situations. In order to be effective in the areas of detection, prevention, deterrence, and response with regard to these events it is necessary that the Department be adequately equipped and trained. This funding will support the purchase of specialized equipment to maintain and enhance the Emergency Service Section's capabilities.

FISCAL IMPLICATIONS: This grant funding provides $99,810 for the purchase of specialized equipment that could not otherwise be purchased with Operating Budget funding.
**COORDINATION OF GRANT APPLICATION OR CONTRACT**
County of Suffolk

<table>
<thead>
<tr>
<th>Submitting Department/Agency</th>
<th>Location</th>
<th>DATE 8/9/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffolk County Police Department</td>
<td>30 Yaphank Avenue, Yaphank</td>
<td>(ms)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person In Department/Agency</th>
<th>Telephone Number</th>
<th>Grant Application Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah Furey</td>
<td>852-6042</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**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:** Tactical Team 2016


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.)**

   Grant funding will allow the Suffolk County Police Department Emergency Service Section’s SWAT Team to obtain specialized equipment that will enhance its ability to prevent, deter, and respond to terrorist attacks.

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: 4/1/2017 To: 08/31/2019

2. **Financial Assistance Requested**

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>FIRST FUNDING CYCLE</th>
<th>SECOND FUNDING CYCLE</th>
<th>THIRD FUNDING CYCLE</th>
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<tr>
<td></td>
<td>Amount</td>
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<td>State</td>
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<td>%</td>
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<tr>
<td>Private</td>
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<tr>
<td>Total</td>
<td>$97,000</td>
<td>100%</td>
<td>$67,260</td>
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</tbody>
</table>

SCIN FORM 164
3. Explanation of Requested County Financial Assistance

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Requested</th>
<th>Personnel Costs Requested</th>
<th>Non-Personnel Costs Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL COUNTY SHARE:</td>
<td>$ None</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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

SCIN FORM 164
<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>APPROPRIATION NUMBER GRANTOR FUNDS</th>
<th>APPROPRIATION NUMBER COUNTY FUNDS</th>
<th>APPROPRIATION NUMBER IN-KIND CONTRIBUTION</th>
<th>REMARKS</th>
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<tbody>
<tr>
<td>1000 PERSONAL SERVICES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1100 Permanent Salaries</td>
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<td></td>
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<td></td>
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<tr>
<td>1110 Interim Salaries</td>
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<td></td>
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<tr>
<td>1120 Overtime Salaries</td>
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<tr>
<td>2000 EQUIPMENT:</td>
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<td>99,810</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2010 Furniture &amp; Fixtures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2020 Office Machines</td>
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<tr>
<td>2040 Trucks, Trailers and Jeeps</td>
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<td>2070 Cameras and Photographic</td>
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<tr>
<td>2090 Radio and Communication</td>
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<tr>
<td>2500 Other Equip Not Otherwise</td>
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<tr>
<td>3000 SUPPLIES MATERIALS &amp; OTHERS:</td>
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<td></td>
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<tr>
<td>3010 Office Supplies</td>
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<td>3020 Postage</td>
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<td>3030 Photostat, Photograph, Blueprint</td>
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<td>3040 Printing</td>
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<td>3120 Small Tools &amp; Automotive Maintenance</td>
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<td>3160 Computer Software</td>
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<tr>
<td>3190 Tools &amp; Implements</td>
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<td>3330 Food</td>
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<tr>
<td>3500 Other Unclassified</td>
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<td>3680 Repairs: Special Equipment</td>
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<td>3390 Policeman Supplies</td>
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<td>4000 UTILITIES:</td>
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<tr>
<td>4010 Telephone &amp; Telegraph</td>
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<tr>
<td>4015 Cellular Communications</td>
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<td>4210 Computer Services</td>
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<td>4300 TRAVEL:</td>
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<tr>
<td>4310 Employee Misc - Expenses</td>
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<tr>
<td>4330 Travel Employee Contracts</td>
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<tr>
<td>4340 Travel Other Contracts</td>
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<td></td>
</tr>
<tr>
<td>Category</td>
<td>Appropriation Number Grantor Funds</td>
<td>Appropriation Number County Funds</td>
<td>Appropriation Number In-Kind Contribution</td>
<td>Remarks</td>
</tr>
<tr>
<td>----------</td>
<td>-----------------------------------</td>
<td>----------------------------------</td>
<td>------------------------------------------</td>
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</tbody>
</table>
| 4400 FEES FOR FACILITIES  
4410 Rent: Offices & Buildings | | | | |
| 4500 FEES FOR SERVICES:  
4560 Fees for Services, Non-Employees  
4770 Special Services | | | | |
| 4900 CONTRACTED SERVICES (LIST) | | | | |
| 8000 EMPLOYEE BENEFITS:  
8280 Retirement  
8300 Insurance: Worker Compensation  
8330 Social Security  
8360 Health Insurance  
8380 Dental Insurance | | | | |
| OTHER (List Source & Brief Explanation) | | | | |

SCIN Form 164D (10-80)
<table>
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<tr>
<th>TITLE OF POSITION</th>
<th>GRADE / STEP</th>
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<th>EMPLOYEE NAME</th>
<th>SOURCE OF FUNDING BY %</th>
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<tbody>
<tr>
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<td></td>
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</table>

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.

<table>
<thead>
<tr>
<th>Submitting Department</th>
<th>Department Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Dept. Name &amp; Location)</td>
<td>(Name &amp; Phone No.)</td>
</tr>
<tr>
<td>Suffolk County Police Department</td>
<td>Sarah Furey, Senior Grants Analyst</td>
</tr>
<tr>
<td>30 Yaphank Avenue, Yaphank, NY 11980</td>
<td>(631) 852-6042</td>
</tr>
</tbody>
</table>

Resolution Involves:

___ Technical Amendment
___ New Program
X Grant Award
___ Contract (New__ Rev.__)

Explanation of Proposed Resolution

Accepting and appropriating a grant in the amount of $99,810 from the New York State Division of Homeland Security and Emergency Services for the Tactical Team 2016 grant program in Suffolk County with 100% support.

Summary of Resolution Benefits

Acceptance of these grant funds will enable the Suffolk County Police Department's Emergency Service Section SWAT Team to enhance its ability to detect, prevent, deter, and respond to terrorist attacks through the purchase of specialized equipment.

SCIN FORM NO. 175a (1/97) Prior editions of this form are obsolete.
February 27, 2017

The Honorable Steven Bellone  
Suffolk County Executive  
100 Veterans Memorial Highway  
Hauppauge, NY 11788

Dear Mr. Bellone:

I am pleased to announce that Suffolk County has been awarded $99,810 in federal funding under the FY2016 Tactical Team Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security’s (DHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES). The performance period for this award is April 1, 2017 through August 31, 2019.

As outlined in your application, this funding is provided to improve and develop tactical team capabilities through equipment, training, exercise, and planning projects that support counter terrorism missions in your jurisdiction as well as your team’s attainment of the New York State Division of Criminal Justice Services (DCJS) SWAT Team Standards.

As a reminder, all capabilities developed through federal FY2016 SHSP funding are required to be deployable regionally and nationally per the Federal guidelines. In addition, funding through this grant program is subject to both New York State and federal guidelines and regulations. Finally, all training that is funded through this grant program must be submitted to DHSES within six (6) months of the date of this letter for review and approval.

In order to ensure these funds are made available as quickly as possible a representative from DHSES’s Grants Program Administration Unit will be reaching out to your grant point of contact. If you have any questions about this program, please contact my Director of Grants Program Administration, Shelley Wahrlich at (518) 402-2123.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

John P. Melville  
Commissioner

Cc: Sarah Furey, Suffolk County Police Department
**STATE AGENCY**
New York State Division of Homeland Security and Emergency Services  
1220 Washington Avenue  
Building 7A Suite 710  
Albany, NY 12242

**NYS COMPTROLLERS NUMBER:** C973769  
**Contract Number**

**ORIGINATING AGENCY CODE:** 01977

**GRANTEE/CONTRACTOR:** (Name & Address)
Suffolk County  
H Lee Dennison Building  
103 Veterans Memorial Highway  
Haupeague, NY 11786

**TYPE OF PROGRAMS:** WM2016 SHSP  
**CFDA NUMBER:** 97.067  
**DHSES NUMBERS:** WM16973769

**FEDERAL TAX IDENTIFICATION NO:** 11-6000064  
**MUNICIPALITY NO:** (If applicable) 47010000000000  
**SFB VENDORS NO:** 10000008099  
**DUN & BRADSTREET NO:** 065945190

**INITIAL CONTRACT PERIOD:**  
FROM 04/01/2017 TO 03/31/2019  
**FUNDING AMOUNT FOR INITIAL PERIOD:** $99,810.00

**STATUS:**  
Contractor is not a sectarian entry.  
Contractor is not a not-for-profit organization.

**CHARITIES REGISTRATION NUMBER:**
N/A  
(Enter number of Exempt)  
If “Exempt” is entered above, reason for exemption:

**APPENDIX ATTACHED AND PART OF THIS AGREEMENT**
- **APPENDIX A** Standard Clauses required by the Attorney General for all State contracts  
- **APPENDIX B** Agency-specific Clauses  
- **APPENDIX C** Budget  
- **APPENDIX D** Payment and Reporting Schedule  
- **APPENDIX E** Program Workplan and Special Conditions  
- **APPENDIX F** Modification Agreement Form to accompany modified specifications for changes in terms or conditions on an existing or new contract  
- **DHSES-90** Budget Amendment/Grant Extension Request  
- **Other** Certification Regarding Detainment, Suspension, Insolvency and Voluntary Deduction

**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:  
Date:

Title:  
Date:

[Drawings and calculations related to the agreement]
Award Contract
Project No.
TT16-1042-E00

Grantee Name
Suffolk County

SHSP
08/09/2017
<table>
<thead>
<tr>
<th>Award Contract</th>
<th>SHSP</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project No.</strong></td>
<td><strong>08/09/2017</strong></td>
</tr>
<tr>
<td>TT16-1042-E00</td>
<td></td>
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<tr>
<td><strong>Grantee Name</strong></td>
<td></td>
</tr>
<tr>
<td>Suffolk County</td>
<td></td>
</tr>
</tbody>
</table>

https://grants.dhsses.ny.gov/NYOHS_GMS/Project/ReportContractAward.jsp
Award Contract

Project No. TT16-1042-E00
Grantee Name Suffolk County

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

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:

https://grants.dhsces.ny.gov/NYOHES_GMS/Project/ReportContractAward.jsp 8/9/2017
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

https://grants.dhses.ny.gov/NYOHS_GMS/Project/ReportContractAward.jsp 8/9/2017
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 no 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. Biennial 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: 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, 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: 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: Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement: 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: 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)(8) 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

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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

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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 not 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;

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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 no employment agency, labor union or representative shall 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. 92-281), 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.

Q. 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: 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)


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 NYOCR 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 (718) 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. Contractor 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 sixty 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 DHSES.

8. MWBE 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:

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE 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 MWBE contractor associations.

(2) Request a list of State-certified MWBEs 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 MWBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.

(6) Ensure that progress payments to MWBEs 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 MWBE 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 subcontracts 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

https://grants.dhsses.ny.gov/NYOHS_GMS/Project/ReportContractAward.jsp 8/9/2017
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.

https://grants.dhsses.ny.gov/NYOHS_GMS/Project/ReportContractAward.jsp 8/9/2017
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 $8,999, 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 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.

iii. 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 §185-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


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 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, subrecipient 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=83811dc3410c008e2f6e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=dv6.

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/gov/audit/ybk01.txt, 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.
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. If 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
## Budget Summary by Participant

**Suffolk County**
Suffolk County Police Department - Version 1

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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
Work Plan

Goal
To develop and enhance tactical team response capabilities.

Objective #1
Investment Justification - Counter Terrorism and Law Enforcement

Target Capability
Primary - Counter-Terror Investigation and Law Enforcement
Secondary - Emergency Public Safety and Security Response

To establish/enhance the capabilities of tactical response teams in New York State. (4.2)

Task #1 for Objective #1
Purchase allowable tactical team equipment (PPE, communications, vision enhancement, etc.). Train appropriate personnel in the proper use of the equipment and place the equipment into service.

# Performance Measure
Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced tactical team response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.
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
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.


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) (https://www.fema.gov/authorized-equipment-list).

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 HSEP 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.
MEMORANDUM

TO: Katie Horst, Director of Intergovernmental Relations
Suffolk County Executive's Office

FROM: Mark Griffiths, Deputy Chief of Support Services
Suffolk County Police Department

DATE: August 9, 2017

SUBJECT: Resolution Packet for the Tactical Team 2016 Grant Program

Attached please find the following for the New York State Division of Homeland Security and Emergency Services (DHSES) sponsored Tactical Team 2016 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 Proposed Contract between Suffolk County and the NYS Division of Homeland Security and Emergency Services

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 DHSES E-Grants Management System upon passage and signature of the resolution.

This legislation will allow the County to accept Federal pass-through funding in the amount of $99,810 to be used to support the purchase of equipment for the Suffolk County Police Department Emergency Service Section's SWAT Team. Acquiring this equipment will enhance the SWAT Team's ability to respond to and resolve high threat tactical situations.

If you have any questions concerning this resolution package please do not hesitate to contact Sarah Furey, Senior Grants Analyst, at (631) 852-6042 or Susan Krause, Grants Analyst, at (631) 852-6601.

MG/sf
Att.
RESOLUTION NO. 1726-17, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $50,000 IN FEDERAL PASS-THROUGH FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE CRITICAL INFRASTRUCTURE GRANT PROGRAM 2016 WITH 100% SUPPORT.

WHEREAS, the New York State Division of Homeland Security and Emergency Services has made $50,000 in Federal pass-through funds from the 2016 State Homeland Security Grant Program (SHSP) available to Suffolk County for the Critical Infrastructure Grant Program 2016 to be administered by the Suffolk County Police Department; and

WHEREAS, this program is designed to detect, prevent and deter terrorist attacks on Critical Infrastructure sites; and

WHEREAS, funding will allow for the purchase and installation of cyber security software and replacement security cameras and upgrades for the Suffolk County Police Department’s Headquarters; and

WHEREAS, the operational period of the Program will be from April 1, 2017 through August 31, 2019; and

WHEREAS, said grant funds have not been included in the 2017 Suffolk County Operating Budget; now, therefore, be it

1st RESOLVED, that the County Comptroller be and hereby is authorized to accept and appropriate said grant funds as follows:

Critical Infrastructure Grant Program - $50,000

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ORGANIZATIONS:

Police Department (POL)
Critical Infrastructure Grant Program 2016
003-POL-3788 - $50,000
2000 – EQUIPMENT - $17,000

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4000 – UTILITIES - $33,000

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</table>

and be it further

2nd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act (“SEQRA”), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk county Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (“NYCRR”) in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution; and be it further

3rd RESOLVED, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Division of Homeland Security and Emergency Services.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution   XX  Local Law  Charter Law

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF
$50,000 IN FEDERAL PASS-THROUGH FUNDING FROM THE NEW
YORK STATE DIVISION OF HOMELAND SECURITY AND
EMERGENCY SERVICES FOR THE CRITICAL INFRASTRUCTURE
GRANT PROGRAM 2016 WITH 100% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

   The resolution provides $50,000 for the purchase and installation of cyber security software and
   replacement security camera systems at Suffolk County Police Headquarters.

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, 2017 and August 31, 2019.

8. Proposed Source of Funding

   The project is funded at 100% by the New York State Division of Homeland Security and
   Emergency Services. No match is required.

9. Timing of Impact

   Effective upon adoption.

10. Typed Name & Title of Preparer  Sarah Furey  Sr. Grants Analyst

11. Signature of Preparer

12. Date  8/23/17

SCIN FORM 175b (10/95)  Page 1 of 2
### GENERAL FUND

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<th>2017 FV Tax Rate per $1000</th>
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### POLICE DISTRICT AND DISTRICT COURT

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### COMBINED

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<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
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**NOTES:**

3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office.
2017 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating a grant in the amount of $50,000 in Federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the Critical Infrastructure Grant Program 2016 with 100% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $50,000 in grant funding to support the purchase and installation of cyber security software and replacement security camera systems at Suffolk County Police Headquarters.

SUMMARY OF SPECIFIC PROVISIONS: SCPD currently maintains a variety of hardware and software that provide a variety of malware and cyber intrusion detection capabilities, however vulnerabilities remain. The proposed software will provide a greater level of protection, guarding against "spear-phishing". The software will generate a chain to identify where and when an attack was generated and will track its progress all the way from download to our systems to actual theft of data. SCPD currently has CCTV surveillance cameras externally at the Headquarters building; however they are nearly obsolete and provide little security benefit. This becomes especially problematic at the front lobby of the building. While the other doors to the building have card access control, limited to employees, the front door to the lobby does not, and the front desk is manned by unarmed civilians. While the civilians at the desk monitor the existing cameras, they would not provide adequate advance warning of unwanted intrusion.

JUSTIFICATION: As cyber threats continue to evolve it is imperative for the Police Department to continually research and implement a variety of cyber security measures to protect our information infrastructure. Similarly, the physical security at Police Headquarters requires replacement of obsolete security camera systems.

FISCAL IMPLICATIONS: The program is 100% funded by the NYS Division of Homeland Security and Emergency Services. No match is required.
I. BACKGROUND INFORMATION

1. Grant Title: Critical Infrastructure Grant Program 2016


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.).

   Grant funding will allow the Suffolk County Police Department to purchase and install cyber security software and replacement security camera systems at Police Headquarters.

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: 4/1/2017
   To: 08/31/2019

2. Financial Assistance Requested

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<th>SOURCE</th>
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<td>Total</td>
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SCIN FORM 164
### 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

SCIN FORM 164
<table>
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<tr>
<th>CATEGORY</th>
<th>APPROPRIATION NUMBER GRANTOR FUNDS</th>
<th>APPROPRIATION NUMBER COUNTY FUNDS</th>
<th>APPROPRIATION NUMBER IN-KIND CONTRIBUTION</th>
<th>REMARKS</th>
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<td>1100 Permanent Salaries</td>
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<td>2000 EQUIPMENT:</td>
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<td>2010 Furniture &amp; Fixtures</td>
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<td>2020 Office Machines</td>
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<td>2040 Trucks, Trailers and Jeeps</td>
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<td>2070 Cameras and Photographic</td>
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<td>2090 Radio and Communication</td>
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<td>2500 Other Equip Not Otherwise</td>
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<td>3160 Computer Software</td>
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<td>3500 Other Unclassified</td>
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<td>4010 Telephone &amp; Telegraph</td>
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SCIN Form 164D (10-80)
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SCIN Form 164D (10-80)
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SCIN Form 164D (10-80)
February 27, 2017

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

Dear Mr. Bellone:

I am pleased to announce that Suffolk County has been awarded $50,000 in federal funding under the FY2016 Critical Infrastructure Grant Program, for Suffolk County’s Police Department. Funding for this initiative is provided by the U.S. Department of Homeland Security’s (DHS) State Homeland Security Grant Program (SHSP). The performance period for this award is April 1, 2017 through August 31, 2019.

As outlined in your application, this funding is provided to mitigate vulnerabilities at a government owned or special event site, as identified by a risk assessment, and to help your jurisdiction’s first responder community prevent and protect against attacks on the identified site. All funding is subject to both New York State and federal guidelines and regulations. Additionally, all capabilities developed through Federal FY2016 SHSP funding are required to be deployable regionally and nationally per the Federal Funding Opportunity Announcement.

A representative from DHSES’s Grant Program Administration Unit will be reaching out to your grant point of contact shortly. If you have any questions about this program, please contact my Director of Grants Program Administration, Shelley Wahrlich, at (518) 402-2123.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

John P. Melville
Commissioner

cc: Chief Deputy County Executive Dennis Cohen, Suffolk County
Sarah Furey, Grants Analyst, Suffolk County Police Department
STATE AGENCY  
New York State Division of Homeland Security and Emergency Services  
1220 Washington Avenue  
Building 7A Suite 710  
Albany, NY 12242  

NYS COMPTROLLER’S NUMBER: T152869  
(Contract Number)  
ORIGINATING AGENCY CODE: 01077  

GRANTEE/CONTRACTOR: (Name & Address)  
Suffolk County  
H Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, NY 11786  

TYPE OF PROGRAMS: WM2018 SHSP  
CPDA NUMBER: 97.057  
DNES NUMBERS: WM16152869  

FEDERAL TAX IDENTIFICATION NO.: 11-6000464  
MUNICIPALITY NO.: (if applicable) 4701000000000  
SFS VENDOR NO.: 100000809  
DUN & BRADSTREET NO.: 065949190  

INITIAL CONTRACT PERIOD:  
FROM 04/01/2017 TO 08/31/2019  
FUNDING AMOUNT FOR INITIAL PERIOD: $50,000.00  

STATUS:  
Contractor is not a sectarian entry.  
Contractor is not a non-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.  

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:  

https://grants.dhsses.ny.gov/NYOHS_GMS/Project/ReportContractAward.jsp  
8/11/2017
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<tr>
<td>Suffolk County</td>
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Award Contract

Project No. CH6-1020-E00

Grantee Name Suffolk County

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
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

https://grants.dhses.ny.gov/NYOHSGMS/Project/ReportContractAward.jsp
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 epunii@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: 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.

ea. Fee for Service Reimbursement: 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: Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement: 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: 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 no 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

https://grants.dhsses.ny.gov/NYOHs_GMS/Project/ReportContractAward.jsp

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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) (Publicly) 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;

https://grants.dhss.ny.gov/NYOH5_GMS/Project/ReportContractAward.jsp 8/11/2017
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. 92-281), 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. 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)


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.newyorkcontracts.com/Linked/MBWESearch.aspx. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (516) 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 to 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 Subsections (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. MWBE 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:

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE 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 MWBE contractor associations.

2) Request a list of State-certified MWBEs 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 MWBEs.

4) Where feasible, divide the work into smaller portions to enhanced participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE-contractors to enhance their participation.

5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.

6) Ensure that progress payments to MWBEs 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 MWBE 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

https://grants.dhses.ny.gov/NYOH_S_GMS/Project/ReportContractAward.jsp 8/11/2017
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 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


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, subrecipient 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 25, 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=63811dc3410c008e2f8e28c325cd09e&mc=true&node=sp2.1.200.0&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/govapo/dyb01.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
**Budget Summary by Participant**

**Suffolk County**
**Suffolk County Police Department - Version 1**

<table>
<thead>
<tr>
<th>#</th>
<th>Equipment</th>
<th>AEL</th>
<th>Number</th>
<th>Unit Cost</th>
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Project No. 
C116-1020-E00

Grantee Name 
Suffolk County

SHSP

08/11/2017

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
Work Plan

Goal
Prevent terrorist attacks and mitigate against man-made and natural hazards; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from both man-made and natural disasters.

Objective #1
G & T Workplan Code - 12. Assess vulnerability of and/or harden/protect critical infrastructure and key assets.
Investment Justification - Critical Infrastructure Protection
Target Capability
Primary - Critical Infrastructure Protection
To assess vulnerability of and/or harden/protect critical infrastructure and key assets.

Task #1 for Objective #1
Purchase allowable security camera equipment and cyber security software and related items. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

# Performance Measure
Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced the hardening/protection of critical infrastructure and key assets capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.
Special Conditions

1. 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.


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) (https://www.fema.gov/authorized-equipment-list).

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 reevaluation 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 archaeological 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.dhsses.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.
TO: Katie Horst, Director of Intergovernmental Relations
Suffolk County Executive’s Office

FROM: Mark Griffiths, Deputy Chief of Support Services
Suffolk County Police Department

DATE: August 11, 2017

SUBJECT: Resolution Packet for the Critical Infrastructure Grant Program 2016

Attached please find the following for the New York State Division of Homeland Security and Emergency Services (DHSES) sponsored Critical Infrastructure Grant Program 2016:

- Draft Grant Resolution
- Memorandum of Support
- Grant SCIN Forms
- Request for Introduction of Legislation
- Financial Impact Statement
- Copy of Grant Award letter and Proposed Contract between Suffolk County and the NYS Division of Homeland Security and Emergency Services

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 DHSES E-Grants Management System upon passage and signature of the resolution.

This legislation will allow the County to accept Federal pass-through funding in the amount of $50,000 to be used for the purchase and installation of cyber security software and replacement security camera systems at Suffolk County Police Headquarters.

If you have any questions concerning this resolution package please do not hesitate to contact Sarah Furey, Senior Grants Analyst, at (631) 852-6042 or Susan Krause, Grants Analyst, at (631) 852-6601.

MG/sf
Att.
RESOLUTION NO. -2017, AUTHORIZING USE OF THE COUNTY OWNED PORTION OF THE PAUMANOK TRAIL BY JAYASPORTS FOR ITS WILDWOOD AMPHIBION FUNDRAISER

WHEREAS, an entity known as Jayasports wishes to host a trail run event, known as Wildwood Amphibion fundraiser, which is sanctioned by USATriathlon, a non-profit corporation having its principal place of business in Colorado; and

WHEREAS, Jayasports would like to use the County owned portion of the Paumanok Trail for the purpose of hosting their Wildwood Amphibion fundraiser, to benefit the Long Island Greenbelt Trail Conference, a nonprofit organization, in their maintenance of the Suffolk County Park Trail System; and

WHEREAS, the Wildwood Amphibion is scheduled to be held on Sunday, October 8, 2017 from 7:00 a.m. to 4:00 p.m.; and

WHEREAS, the County of Suffolk shall receive consideration in the total amount of Three Hundred Twenty-Five Dollars ($325), payment of which shall be guaranteed by the Jayasports; and

WHEREAS, a Certificate of Insurance with accompanying declaration page naming the County of Suffolk as an additional insured will be provided by USATriathlon; now, therefore be it

1st
RESOLVED, that the use of the County owned portion of the Paumanok Trail by Jayasports for the purpose of hosting a fundraiser on Sunday, October 8, 2017 from 7:00 a.m. to 4:00 p.m., is hereby approved pursuant to Section 215(1) of the NEW YORK STATE COUNTY LAW, subject to the receipt of a Certificate of Insurance with accompanying declaration page from USATriathlon, and the payment of Three Hundred Dollars ($300) event fee, Twenty-Five dollar ($25) application fee and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

2nd
RESOLVED, that before this event shall be permitted to occur, Jayasports must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 643-7(B) of the Suffolk County Code; and be it further

3rd
RESOLVED, that the Commissioner of the Suffolk County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, to take such measures as shall be necessary and appropriate to facilitate the hosting of the Wildwood Amphibion fundraiser on the County owned portion of the Paumanok Trail by Jayasports; and be it further

4th
RESOLVED, that Jayasports shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell demonstrate, display or sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further
5th RESOLVED, that Jayasports shall provide a list of all vendors with proof of insurance for approval; and payment of Twenty-Five dollars ($25) per vendor at least fourteen days in advance of the event to the County of Suffolk; and be it further

6th RESOLVED, that Jayasports will be responsible for providing a sufficient number of port-a-lavs and hand-washing stations as determined by the Suffolk County Parks Department based on the anticipated number of attendees for this event; and be it further

7th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") § 617.5 (C)(15), (20) and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

__________________________________________
County Executive of Suffolk County

Date:
1. Type of Legislation
   - Resolution X
   - Local Law
   - Charter Law

2. Title of Proposed Legislation
   AUTHORIZING USE OF THE COUNTY OWNED PORTION OF THE PAUMANOK TRAIL BY JAYASPORTS FOR ITS WILLOW AMPHIBION FUNDRAISER

3. Purpose of Proposed Legislation
   Authorize use of County Parkland for fundraising event.

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact
   There is a fee of $300 event fee and $25 application fee collected by the County for use of the Park.

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

8. Proposed Source of Funding
   N/A

9. Timing Impact
   N/A

10. Typed Name & Title of Preparer
    Emily R. Lauri
    Community Relations Director
    Dept. of Parks, Recreation & Conservation

11. Signature of Preparer
    Emily R. Lauri

12. Date
    8/11/2017
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### NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.
2017 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: An act authorizing the use of the County owned portion of the Paumanok Trail by Jayasports for its Wildwood Amphibion Fundraiser.

PURPOSE OR GENERAL IDEA OF THE BILL: Jayasports would like to hold its Wildwood Amphibion Fundraiser along the County owned portion of the Paumanok Trail.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will authorize the use of the County owned portion of the Paumanok Trail by Jayasports for the purpose of hosting a fundraiser on Sunday, October, 2017, from 7:00 a.m. to 4:00 p.m., subject to receipt of a Certificate of Insurance and accompanying declaration page by the County of Suffolk from USATriathlon, and the payment of Three Hundred Dollars ($300) event fee and Twenty-Five Dollars ($25) application fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law.

JUSTIFICATION: An entity known as Jayasports wishes to host a triathlon event, known as Wildwood Amphibion fundraiser, which is sanctioned by USATriathlon, a nonprofit corporation having its principal place of business in Colorado. The trail running event will take place on the County owned portion of the Paumanok Trail, and will benefit the Long Island Greenbelt Trail Conference’s fund to help maintain the Suffolk County Park Trail System. This event has been endorsed by the Long Island Greenbelt Trail Conference. In addition, the use of County property for a trail run would promote and protect the public health and general welfare of the residents of Suffolk County.

FISCAL IMPLICATIONS: There is a nominal fee collected by the County ($325.00) for use of the Park.
2017 SCHEDULE OF FEES

SUMMARY OF FEES: When a park is charging for parking we charge On-Season Rates, however when they are not charging for parking, we charge Off-Season Rate. When an applicant/organization wishes to have alcohol, sold, served or provided at their event, there is an additional charge. Additional fees are assessed for use of the pavilion, showmobile and any equipment for the showmobile.

a. On-Season Park Use Fee:
   - Up to 50 persons: $60/day
   - 51 to 100 persons: $120/day
   - 101 to 200 persons: $180/day
   - 201 to 500 persons: $275/day
   - 501 to 1000 persons: $485/day
   - Over 1000 persons: $750/day

b. Suffolk County Alcohol Fee: $40/day

c. Pavilion Use Fee: $125/day

d. Showmobile Fee: $540 for the first 4 hours, $135 for each additional hour

e. Showmobile Extras: $250/day for extended stage, $135/day for generator

PARK SCHEDULE: Different parks have different parking fee schedules. The on-season or off-season park use fees are charged based on the below schedule. Please note: Dates may vary from year to year depending on the dates of the holidays.

a. Southaven, Blydenburgh, Cathedral Pines, West Hills, Lake Ronkonkoma, Sears Bellows, Cedar Point, and Indian island:
   - 05/29-09/04/2017 (Weekends and Holidays Only) — On-Season Park Use Fee
   - All other dates — Off-Season Park Use Fee

b. Smith Point, Meschutt & Cupsogue:
   - 05/29-09/04/2017 — On-Season Park Use Fee
   - 09/9-09/10/2017 (Smith Point ONLY) — On-Season Park Use Fee
   - All other dates — Off-Season Park Use Fee

THIS EVENT: The above highlighted fees have been charged, due to the below stated event details.

Alcohol - No, Pavilion Use - No, Showmobile - No, Showmobile Extras - N/A

FEE CHARGED: [Redacted]
TO: KATIE HORST, Intergovernmental Relations
FROM: PHILIP A. BERDOLT, Commissioner
DATE: August 11, 2017
RE: AUTHORIZING USE OF THE COUNTY OWNED PORTION OF THE PAUMANOK TRAIL BY JAYASPORTS FOR ITS WILDWOOD AMPHIBION 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-JAYA Sports Wildwood Amphibion.doc”

Should you require anything further, please contact my office at 4-4984.

Enclosures
RESOLUTION NO. -2017, AUTHORIZING THE SALE, 
PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL 
PROPERTY ACQUIRED UNDER SECTION 46 OF THE 
SUFFOLK COUNTY TAX ACT FRANK COLE, AS EXECUTOR 
OF THE ESTATE OF KAREN SWETT A/K/A KAREN COLE 
(SCTM NO. 0208-024.00-07.00-037.000) 

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

ALL, that certain plot, piece or parcel of land, with any buildings and 
improvements thereon erected, situate, lying and being in the Town of 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 0208, Section 024.00, Block 07.00, Lot 037.000, and acquired 
by tax deed on December 27, 2016, from John M. Kennedy, Jr., the County Comptroller of 
Suffolk County, New York and recorded on February 07, 2017, in Liber 12899, at Page 786, and 
otherwise known and designated by the Town of Brookhaven, Lots 15 to 18, Inclusive, Block 1, 
on a certain map entitled "Map of Oakwood Park", filed in the office of the Clerk of Suffolk as 
Map No. 712; 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 27, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk 
County, New York, and recorded on February 07, 2017 in Liber 12899 at Page 786. 

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, FRANK COLE, AS EXECUTOR OF THE ESTATE OF KAREN 
SWETT A/K/A KAREN COLE has made application of said above described parcel and FRANK 
COLE, AS EXECUTOR OF THE ESTATE OF KAREN SWETT A/K/A KAREN COLE has paid 
the application fee and will be paying $42,851.65, 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, 2017; 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 
thereeto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines 
that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption 
of law is a Type II action constituting a legislative decision in connection with routine or 
continuing agency administration and management, not including new programs or major 
reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, 
the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); 
and be it further 

2nd 
RESOLVED, that the Director of Real Estate, and/or her designee, be and she 
hereby is authorized to execute and acknowledge a Quitclaim Deed to FRANK COLE, AS 
EXECUTOR OF THE ESTATE OF KAREN SWETT A/K/A KAREN COLE, 83 Hemlock Road,
Sudbury, MD 01776 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:
August 11, 2017

Tax Map No.: 0208-024.00-07.00-037.000
Name of Last Legal Fee Owner: FRANK COLE, AS EXECUTOR OF THE ESTATE OF KAREN SWETT A/K/A KAREN COLE

<table>
<thead>
<tr>
<th>Description</th>
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<tbody>
<tr>
<td>COMPTROLLER'S COMPUTATION</td>
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<tr>
<td>Taxes</td>
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<tr>
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<td>License Fee Collected</td>
<td>OPEN</td>
</tr>
<tr>
<td>Repairs</td>
<td>OPEN</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>OPEN</td>
</tr>
</tbody>
</table>

TOTAL $42,851.65

Monies to be Received $42,851.65

RESOLUTION AMOUNT $42,851.65

APPROVED:

[Signature]

Accounting
PB lag

PREPARED BY:

[Signature]

Peter Belyea
Redemption Unit
(631) 853-5932
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
<thead>
<tr>
<th>Year</th>
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<tr>
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<td>2015</td>
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<td>2016</td>
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<td>$ 568.20</td>
<td>$ -</td>
<td>$ 642.29</td>
</tr>
<tr>
<td>2018</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 568.20</td>
</tr>
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TOTAL: $ 33,967.14

B. INTEREST DUE

C. TOTAL

D. .5% LINE C

SUBTOTAL

E. FEE 0
F. MISC 2017 Town Tax
G. MISC Mailing Fees
H. MISC 0

TOTAL AMOUNT DUE $ 42,851.65

CERTIFICATION BY COUNTY COMPTROLLER

I, Christina Cooke, 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.

07-Aug-17

**Interest and penalty computed to and including 02/03/18

Christina M. Cooke
Executive Director of Finance & Taxation
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
   FRANK COLE, AS EXECUTOR OF THE ESTATE OF KAREN SWETT A/K/A KAREN COLE
   0208-024.00-07.00-037.000

3. Purpose of Proposed Legislation
   Convey County owned parcel to prior owner

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

5. If the answer to Item 4 is "yes", on what will it impact? (circle appropriate category)
   County
   Town
   Village
   School District
   Library District
   Economic Impact
   Other (Specify):
   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
   2017

10. Typed Name of Preparer
    Signature of Preparer
    Date
    Peter Belvea
    08/11/17
    Diane C. Weyer
    08/23/17
## FINANCIAL IMPACT
### 2017 PROPERTY TAX LEVY COST TO THE AVERAGE TAXPAYER

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<td><strong>TOTAL</strong></td>
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### GENERAL FUND

### POLICE DISTRICT AND DISTRICT COURT

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<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FEV TAX RATE PER $1000</th>
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<td><strong>TOTAL</strong></td>
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### COMBINED

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<th>2017 FEV TAX RATE PER $1000</th>
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<tr>
<td><strong>TOTAL</strong></td>
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</tr>
</tbody>
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### NOTES

3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
August 15, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0208-024.00-07.00-037.000
FRANK COLE, AS EXECUTOR OF THE ESTATE OF KAREN SWETT A/K/A
KAREN COLE

Dear Ms. Horst:

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,

[Signature]

Jason Smagin
Acting Director of Real Estate
Suffolk County Economic Development and Planning

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. -2017, AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT HECTOR MARMOL, ARNALDO MARMOL AND EDUVIGIS SMITH (SCTM NO. 0100-176.00-03.00-033.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 176.00, Block 03.00, Lot 033.000, and acquired by tax deed on October 14, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York and recorded on October 21, 2016, in Liber 12844, at Page 820, and otherwise known and designated by the Town of Babylon, as Lot 14, on a certain map entitled "Map of Great Neck Terrace", filed in the office of the Clerk of Suffolk County on March 7, 2006 as Map No. 401; 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 14, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on October 21, 2016 in Liber 12844 at Page 820.

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, HECTOR MARMOL, ARNALDO MARMOL AND EDUVIGIS SMITH have made application of said above described parcel and HECTOR MARMOL, ARNALDO MARMOL AND EDUVIGIS SMITH have paid the application fee and have paid $1,176.80, 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, 2017; now, therefore be it

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

2nd RESOLVED, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to HECTOR MARMOL, ARNALDO MARMOL AND EDUVIGIS SMITH, 370 Jackson Avenue, Copiague, NY 11726 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:
Tax Map No.: 0100-176.00-03.00-033.000
Name of Last Legal Fee Owner: HECTOR MARMOL, ARNALDO MARMOL AND EDUVIGIS SMITH

COMPTROLLER'S COMPUTATION........................................ $933.74
Taxes........2016/2017...................................................... $150.20
Certified Mail Fees....................................................... $92.86
License Fee Collected.................................................. OPEN
Repairs................................................................. OPEN
Other Expenses......................................................... OPEN

TOTAL........................................................................ $1,176.80

Monies Received.......................................................... $1,176.80

RESOLUTION AMOUNT.................................................. $1,176.80

APPROVED:

[Signature]

[Name]
[Title]
[Phone]

Accounting
LS Leg
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
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<tr>
<th>YEAR</th>
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<tr>
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<td>$</td>
</tr>
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TOTAL: $838.88

B. INTEREST DUE
C. TOTAL $50.40
D. 5% LINE C $889.28
E. FEE $44.46
F. MISC MAILING FEES $933.74
G. MISC 2016/17 TAXES $92.86
H. MISC $150.20
TOTAL AMOUNT DUE: $1,176.80

CERTIFICATION BY COUNTY COMPTROLLER

I, Christina Cooke, 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.

26-Apr-17

Christina M. Cooke
Executive Director of Finance & Taxation

**Interest and penalty computed to
and including 10/23/17**
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
   HECTOR MARMOL, ARNALDO MARMOL AND EDUVIGIS SMITH
   0100-176.00-03.00-033.000

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
   Village
   Town
   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
   2017

10. Typed Name of Preparer
    Lori Sklar
    Signature of Preparer
    Date
    8/14/17

11. Typed Name of Preparer
    Diane E. Weyer
    Signature of Preparer
    Date
    8/23/17
### GENERAL FUND

<table>
<thead>
<tr>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 RATE PER $1000</th>
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<td><strong>TOTAL</strong></td>
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### POLICE DISTRICT AND DISTRICT COURT

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<tr>
<th>2017 PROPERTY TAX LEVY</th>
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<th>2017 FEV TAX RATE PER $1000</th>
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### COMBINED

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<th>2017 FEV TAX RATE PER $1000</th>
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</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0.00</td>
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</tbody>
</table>

**NOTES:**


3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.
August 15, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0100-176.00-03.00-033.000
HECTOR MARMOL, ARNALDO MARMOL AND EDUVIGIS SMITH

Dear Ms. Horst:

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,

[Signature]

Jason Smagin
Acting Director of Real Estate
Suffolk County Economic Development and Planning

cc: CE Reso Review (e-copy)
RESOLUTION NO. -2017, AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT REGINALD HOLDER (SCTM NO. 0500-163.00-05.00-034.002)

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 Islip, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0500, Section 163.00, Block 05.00, Lot 034.002, and acquired by tax deed on September 09, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York and recorded on September 10, 2013, in Liber 12743, at Page 671, and otherwise known and designated by the Town of Islip, Part of Lots 2892 and 2893, on a certain map entitled "Map of Columbus Park, Section 3", filed in the office of the Clerk of Suffolk County on March 19, 1918 as Map No. 248; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on September 09, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 10, 2013 in Liber 12743 at Page 671.

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, REGINALD HOLDER has made application of said above described parcel and REGINALD HOLDER has paid the application fee and has paid $144,522.71, 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, 2017; now, therefore be it

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

2nd RESOLVED, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to REGINALD HOLDER, 27 Leaf Avenue, Central Islip, NY 11722 to transfer the interest of Suffolk County in the above described property and on the above described terms.
DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

July 31, 2017

Tax Map No.: 0500-163.00-05.00-034.002
Name of Last Legal Fee Owner: REGINALD HOLDER

COMPTROLLER’S COMPUTATION.................. $134,671.75
Taxes........2016/2017............................... $9,595.37
Certified Mail Fees.................................. $33.35
License Fee Collected.............................. OPEN
Repairs................................................. OPEN
Other Expenses..................................... $222.24

TOTAL........................................... $144,522.71 ▼

Monies Received................................... $144,522.71

RESOLUTION AMOUNT.......................... $144,522.71 ▼

APPROVED:

[Signature]
Lori Sklar
Redemption Unit
(631) 853-5937

[Signature] 3/14/2017
Accounting
LS/Lag
COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

<table>
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<tr>
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<tr>
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A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

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<td>0</td>
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TOTAL: $105,364.46

B. INTEREST DUE
$22,894.35

C. TOTAL
$128,258.81

D. 5% LINE C
$6,412.94

SUBTOTAL
$134,671.75

E. FEE
0

F. MISC  MAILING FEES

G. MISC  2016/17 TAXES

H. MISC
0

TOTAL AMOUNT DUE:

$144,300.47

CERTIFICATION BY COUNTY COMPTROLLER

I, Christina Cooke, 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.

10-May-17

Christina Cooke
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 11/06/17**

ks
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
   REGINALD HOLDER
   0500-163.00-05.00-034.002

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
   2017

10. Typed Name of Preparer  Signature of Preparer  Date
    Lori Sklar  [Signature]  8/14/17
    Diane G. Weyers  [Signature]  8/23/17
### GENERAL FUND

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### POLICE DISTRICT AND DISTRICT COURT

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<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate per $1000</th>
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### COMBINED

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<td><strong>Total</strong></td>
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**NOTES:**
1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.
3) Source for equalization rates: 2016 County Equalization rates established by the New York State Board of Equalization and Assessments.

Page 2 of 2

To be completed by the Executive Budget Office
Suffolk Co. 500 - 163 - 5 - 34.2

BRENTWOOD
St. Joseph's Academy and Convent

Timber Lane Park

11706

SHORE

South Shore Mall

Parkside Cemetery

Buried Cemetery

Boulevard

Bay Street

Southfield

Westwood

Burlington

Avenue

11717

SOFT

PT. 130

11705

PT. 130

11717

PT. 130
August 15, 2017

Katie Horst, Intergovernmental Relations
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0500-163.00-05.00-034.002
REGINALD HOLDER

Dear Ms. Horst:

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,

[Signature]

Jason Smagin,
Acting Director of Real Estate
Suffolk County Economic Development and Planning

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. 2017, AMENDING THE 2017 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% ADDITIONAL STATE AID FROM THE NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES (NYS OASAS) TO SCO FAMILY OF SERVICES FOR RESIDENTIAL SUPPORT SERVICES

WHEREAS, the 2017 New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) State Aid Funding Authorization dated July 25, 2017 has allocated an additional $50,002 in one-time only State Aid for the community residential program; and

WHEREAS, NYS OASAS has allocated this additional 100% State Aid to SCO Family of Services for renovations and furnishings related to a fourteen-bed expansion; and

WHEREAS, these additional funds are not currently included in the 2017 Operating Budget; now, therefore be it

1st
RESOLVED, that the County Comptroller is authorized to accept and appropriate $50,002 in additional State Aid funding as follows:

<table>
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<tr>
<th>REVENUES:</th>
<th>AMOUNT</th>
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<tr>
<td>001-HSV 3486 State Aid: Narcotics Addiction Control</td>
<td>$50,002</td>
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</table>

ORGANIZATIONS:

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

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<th>XORG</th>
<th>Object Name</th>
<th>2017 Adopted Budget</th>
<th>Increase/ Decrease</th>
<th>2017 Modified Budget</th>
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<td>AKT1</td>
<td>SCO Family of Services</td>
<td>$1,078,344</td>
<td>+$50,002</td>
<td>$1,128,346</td>
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</tbody>
</table>

and be it further

2nd
RESOLVED, that the County Executive be and hereby is authorized to execute a contract with the above named agency; 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:

HSV# 43-2017
# Statement of Financial Impact
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
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</thead>
<tbody>
<tr>
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2. Title of Proposed

Amending the 2017 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) to SCO Family of Services for residential support services.

3. Purpose or Proposed Legislation

This legislation is needed to accept and appropriate 100% additional State Aid from the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) to SCO Family of Services for the expansion of the community residential program.

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)

<table>
<thead>
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<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
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<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
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<tr>
<td>Library District</td>
<td>Fire District</td>
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</tbody>
</table>

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

Not applicable.

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

None

8. Proposed Source of Funding

100% State Aid from NYS OASAS.

9. Timing of Impact

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

10. Typed Name & Title of Preparer

Susan B. Hodosky
Principal Financial Analyst

11. Signature of Preparer

12. Date

SCIN FORM 1850 (10/95)
MEMORANDUM

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

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

Date: July 27, 2017

Subject: Request for Legislative Resolution

The Division is requesting a Legislative Resolution to accept and appropriate $50,002 in one-time only 100% State aid from the New York State Office of Alcoholism and Substance Abuse Services (NYSOASAS) to SCO Family of Services for renovations and furnishings related to a 14-bed expansion for Chemical Dependency Services.

I am attaching drafts of the fiscal impact statement, introductory resolution and routing form as well as the July 25, 2017 NYSOASAS State Aid Funding Authorization letter which identifies the additional one-time only State aid for SCO Family of Services.

AMC/bjr
Enclosures
Cc: S. Hodosky
  S. Reagan
  D. Holtsford
  B. Russo
July 25, 2017

Ms. Ann Marie Csorny, Director
Suffolk County Department of Health
Community Mental Hygiene Services
William J Lindsay County Complex – Bldg. C016
725 Veterans Memorial Highway
PO Box 6100
Hauppauge, NY 11788-0099

Re: 2017 State Aid Funding Authorization

Dear Ms. Csorny:

Enclosed please find a revised 2017 Office of Alcoholism and Substance Abuse Services (OASAS) State Aid Funding Authorization (SAFA) for your County. This revised SAFA has been issued for:

- SCO Family of Services: one-time only increase of $50,002 for renovations and furnishings related to 14-bed expansion.

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

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

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

Sincerely,

Ron Wachenheim

Ron Wachenheim, CPPO, CPPB
Director, Contracts & Procurement

cc: John M Kennedy, Jr.
    Elba Garcia-Marmo
    Sheila Reagan
    Barbara Russo
    Patricia Manos
    Antonette Whyte-ettere
    Manuel Mosquera
    Angela Brooks

501 7th Avenue | New York, New York 10018-5903 | oasas.ny.gov | 646-728-4760
1450 Western Avenue | Albany, New York 12203-3526 | oasas.ny.gov | 518-473-3460
# New York State Office of Alcoholism and Substance Abuse Services

## State Aid Funding Authorization

### Fiscal Year: 2017

#### As of: 07/25/2017

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<th>Init Code</th>
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<th>PRU Direct</th>
<th>Gross</th>
<th>Revenue</th>
<th>Net</th>
<th>Funded Net</th>
<th>Funding Code</th>
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Agency 02011 Total: 310,830 0 310,830 310,830 All

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

**County:** Suffolk (52)  
**Region:** Long Island  
**Fiscal Year:** 2017  
**As of:** 07/25/2017

<table>
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<th>Revenue</th>
<th>Net</th>
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<th>Funding Code/Source</th>
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Page 2 of 5
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<tr>
<th>Agency Number/Name</th>
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<th>Program Code Index</th>
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<th>Net</th>
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<th>Funding Code Source</th>
<th>One-time</th>
<th>Approved State Aid</th>
<th>Local Share</th>
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<th>Restr. Code</th>
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(c) NYS Office of Alcoholism and Substance Abuse Services, All Rights Reserved
Page 3 of 5
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<th>Agency Number/Name</th>
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<th>Program Code/Index</th>
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<th>Revenue</th>
<th>Net</th>
<th>Funded Net</th>
<th>Funding Code/Source</th>
<th>One-time</th>
<th>Approved State Aid</th>
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## Fiscal Year: 2017

### Approved Budgeted Amounts

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<tr>
<th>Gross</th>
<th>Revenue</th>
<th>Net</th>
<th>Funded Net</th>
<th>Funding Code/Source</th>
<th>One-time</th>
<th>Approved State Aid</th>
<th>Local Share</th>
<th>Non-Funded</th>
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<td>All</td>
<td>0</td>
<td>0</td>
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</table>

**County Suffolk (S2) Summary - All Agencies:**

**Less Direct Contracts/DASNY:**

**Approved LGU Funding:**

---

**Signature**

**Date**
TITLE OF BILL: Amending the 2017 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) to SCO Family of Services for residential support services.

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 Alcoholism and Substance Abuse Services (NYS OASAS) to SCO Family of Services for the expansion of the community residential program.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: These additional one-time funds will be used for renovations and furnishings related to a fourteen-bed expansion of the community residential program, which provides supportive residential services to chemically dependent women enrolled in treatment services.

FISCAL IMPLICATIONS: $50,002 in additional State Aid will be added to the 2017 Adopted Operating Budget.
August 14, 2017

Katie Horst, Director of Intergovernmental Relations  
County Executive's Office, 12th Floor  
H. Lee Dennison Building  
Veterans Memorial Highway  
Hauppauge, NY 11788-0099

Dear Ms. Horst:

I request the introduction of the enclosed Resolution to amend the 2017 Adopted Operating Budget to accept and appropriate 100% additional State Aid from the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) to SCO Family of Services for residential support services. These additional one-time funds will be used for renovations and furnishings related to a fourteen-bed expansion of the community residential program, which provides supportive residential services to chemically dependent women enrolled in treatment services.

I enclose a 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 SCO Residential Support.docx.”

Sincerely,

[Signature]

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, Director, Division of Community Mental Hygiene Services  
Barbara Russo, Principal Financial Analyst  
Susan B. Hodosky, Principal Financial Analyst
<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FV Tax Rate per $1000</th>
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<td><strong>General Fund</strong></td>
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<td>TOTAL</td>
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<td>$0.00</td>
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<tr>
<td>TOTAL</td>
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</tr>
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</table>

**Notes:**
1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2015.
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
RESOLUTION NO. -2017, AMENDING THE 2017 ADOPTED OPERATING BUDGET TO REALLOCATE 100% STATE AID FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH (NYS OMH) FOR FEDERATION OF ORGANIZATIONS

WHEREAS, the New York State Office of Mental Health (NYS OMH) has directed the reallocation of 100% State Aid funding from an existing mental health program operated by Federation of Organizations into the Representative Payee program; and

WHEREAS, this reallocation of funding will be effective July 1, 2017 and will expand the representative payee services for adults with serious mental illness; and

WHEREAS, these funds are already included in the 2017 Operating Budget; now, therefore be it

1st RESOLVED, that the County Comptroller is authorized to reallocate $55,000 in State Aid funding as follows:

ORGANIZATIONS:

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

<table>
<thead>
<tr>
<th>XORG</th>
<th>OBJECT NAME</th>
<th>2017 Adopted Budget</th>
<th>2017 Increase/Decrease</th>
<th>2017 Modified Budget</th>
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<td>+$55,000</td>
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<td>Federation of Organizations</td>
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<td>(-$55,000)</td>
<td>$942,412</td>
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and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute a contract with the above named agency; 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.
1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
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</table>

2. Title of Proposed Legislation
Amending the 2017 Adopted Operating Budget to reallocate 100% State Aid from the New York State Office of Mental Health (NYS OMH) for Federation of Organizations.

3. Purpose or Proposed Legislation
This legislation is needed to reallocate 100% State Aid from an existing mental health program operated by Federation of Organizations into the representative payee program.

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)

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
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<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
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<tr>
<td>Library District</td>
<td>Fire District</td>
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</table>

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:
Not applicable.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
None

8. Proposed Source of Funding
100% State Aid from the New York State Office of Mental Health (NYS OMH)

9. Timing of Impact
Immediate upon approval of the resolution and execution of contract amendment with the provider agency.

10. Typed Name & Title of Preparer
Susan B. Hodosky
Principal Financial Analyst

11. Signature of Preparer

12. Date
8/11/17
8-24-14

SCIN FORM 175b (10/95)
MEMORANDUM

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

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

Date: August 04, 2017

Subject: Request for Legislative Resolution

The Division is requesting a Legislative Resolution to reallocate 100% State aid funding for Federation of Organizations to expand its Representative Payee Program. The New York State Office of Mental Health (OMH) supports the reallocation per the attached OMH Field Office letter.

I am attaching drafts of the fiscal impact statement, introductory resolution and routing form as well as the Long Island Field Office letter which provide further specifics of the reallocation.

AMC/bjr
Enclosures
Cc: S. Hodosky
    S. Reagan
    D. Holtsford
    B. Russo
July 5, 2017

Ms. Ann Marie Csorny, LCSW-R, Director
Suffolk County Department of Health Services
Division of Community Mental Hygiene
William J. Lindsay Complex
725 Veterans Memorial Hwy
Building C-016
Hauppauge, New York 11788

Re: Federation of Organization Representative Payee Services

Dear Ms. Csorny:
The New York State Office of Mental Health (OMH) is pleased to support the re-allocation of $55,000 in State aid funding for Federation of Organization (Federation) to expand its Representative Payee Services effective July 1, 2017 ($110,000 annualized). These funds are included in your 2017 State aid approval letter (OMH funding code 014) and represent a 100 percent State participation rate. These funds should be reported as Advocacy/Support Services (program code 1760) on all OMH financial reports. The re-allocation of Federation funds is as follows:

<table>
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<td>$55,000</td>
<td>$283,359</td>
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<td>TOTAL</td>
<td></td>
<td>$1,225,771</td>
<td>$1,225,771</td>
<td>$1,225,771</td>
</tr>
</tbody>
</table>

Please feel free to contact Rachel Gaul at (518) 473-1983 or myself should you have any questions or concerns.

Sincerely,

Martha Carlin, PsyD
Director – OMH Long Island Field Office

Cc: Rachel Gaul, Assistant Director, Community Budget
TITLE OF BILL: Amending the 2017 Adopted Operating Budget to reallocate 100% State Aid from the New York State Office of Mental Health (NYS OMH) for Federation of Organizations.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to reallocate 100% State Aid from an existing mental health program operated by Federation of Organizations into the representative payee program.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: This reallocation of State Aid funding will provide representative payee services to adults with serious mental illness in Suffolk County, including financial management training, basic needs assistance and support service access.

FISCAL IMPLICATIONS: A transfer of $55,000 in State Aid already included in the 2017 Adopted Operating Budget.
August 14, 2017

Katie Horst, Director of Intergovernmental Relations
County Executive’s Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Ms. Horst:

I request the introduction of the enclosed Resolution to amend the 2017 Adopted Operating Budget to reallocate 100% State Aid from the New York State Office of Mental Health (NYS OMH) for Federation of Organizations. This legislation is needed to reallocate 100% State Aid from an existing mental health program operated by Federation of Organizations into the representative payee program.

I enclose a 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 Fed of Org Rep Payee.docx.”

Sincerely,

[Signature]

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, Director, Division of Community Mental Hygiene Services
   Barbara Russo, Principal Financial Analyst
   Susan B. Hodosky, Principal Financial Analyst
## GENERAL FUND

<table>
<thead>
<tr>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$6</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

## POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$6</td>
<td>$0.00</td>
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</tbody>
</table>

## COMBINED

<table>
<thead>
<tr>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$6</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**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
RESOLUTION NO. - 2017, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS THROUGH GRANT FUNDS FROM THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FOOD AND DRUG ADMINISTRATION IN THE AMOUNT OF $70,000 FOR THE CONTINUING TO ADVANCE SUFFOLK COUNTY’S CONFORMANCE WITH THE VOLUNTARY NATIONAL RETAIL FOOD REGULATORY PROGRAM STANDARDS (VNRFRPS) ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PUBLIC HEALTH AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the Department of Health and Human Services Food and Drug Administration has awarded Suffolk County federal pass-through funds under the Continuing to Advance Suffolk County’s Conformance with the VNRFRPS grant to be implemented by the Suffolk County Department of Health Services, Division of Public Health; and

WHEREAS, the VNRFRPS will provide funds to the Department of Health Services to support an increase in active managerial control and decrease in the occurrence of risk factors that contribute to food borne illness; and

WHEREAS, this grant has a start date of 07/01/17 and ends on 06/30/18 in which the County will receive 100% grant funding in the amount of $70,000 for the VNRFRPS; and

WHEREAS, as said funds have not been included in the 2017 Operating Budget; now, therefore be it

1st RESOLVED, the County Comptroller be and is hereby authorized to accept $70,000 and appropriate said grant funds as follows:

VNRFRPS - $70,000

REVENUES

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>4042</td>
<td>4420</td>
<td>$70,000</td>
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</tbody>
</table>
ORGANIZATIONS

Suffolk County Department of Health
Services
Division of Public Health
Voluntary National Retail Food
Regulatory Program Standards
003-HSV-4042 $70,000

4000-CONTRACTUAL EXPENSES: $70,000

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4042</td>
<td>4560</td>
<td>0000</td>
<td>Fee For Service: Non-Employee</td>
<td>$70,000</td>
</tr>
</tbody>
</table>

and be it further

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

HSV# 44-2017

Date of Approval:
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
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</tbody>
</table>

Title of Proposed Legislation
Accepting and Appropriating 100% Federal pass through grant funds from the Department of Health and Human Services Food and Drug Administration in the amount of $70,000 for the Continuing to Advance Suffolk County’s Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS) 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% Federal grant funds from the Food and Drug Administration for Continuing to Advance Suffolk County’s Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS).

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)

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
</tr>
<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
</tr>
</tbody>
</table>

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% Federal grant funds from the Department of Health and Human Services Food and Drug Administration

9. Timing of Impact
2017-2018

10. Typed Name & Title of Preparer
**Susan Hodosky**
Principal Financial Analyst

11. Signature of Preparer

<table>
<thead>
<tr>
<th>Preparer Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suzanne Martin</td>
<td>8/14/17</td>
</tr>
<tr>
<td>Art Budget Examiner</td>
<td>8/24/17</td>
</tr>
</tbody>
</table>

SCIN FORM 175b (10/95)
COORDINATION OF GRANT APPLICATION OR CONTRACT

County of Suffolk

DATE: 7/29/2017

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: This is year 3 of a 5 year contract.

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
   Continuing to Advancing Suffolk County's Conformance with Voluntary National Retail Food Regulatory Program Standards (VNRFPS).

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)

3. Grant / Contract Status (Check One Box)
   
   X  A. New Program Application
   B. Renewal Application
   C. Supplemental (Specify)
   D. Extension of Funding Period
   E. Contract

4. General Purpose of Grant / Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)

   The objective of the project is to advance Suffolk County's conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFPS).

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: 7/1/2017 To: 6/30/2018

2. Financial Assistance Requested

<table>
<thead>
<tr>
<th>Source</th>
<th>First Funding Cycle</th>
<th>Second Funding Cycle</th>
<th>Third Funding Cycle</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
</tr>
<tr>
<td>Federal</td>
<td>$70,000.00</td>
<td>100.0%</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>$</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Private</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County</td>
<td>$0.00</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$ 70,000.00</td>
<td>100.0%</td>
<td></td>
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</tbody>
</table>
3. Explanation of Requested County Financial Assistance

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Requested</th>
<th>Personnel Costs Requested</th>
<th>Non-Personnel Costs Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL COUNTY SHARE</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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, reduced 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, 458 and 490 account items; use an additional 8 1/2" by 11" sheet).

III. COUNTY EXECUTIVE'S OFFICE REVIEW

<table>
<thead>
<tr>
<th>Intergovernmental Relations Division Review:</th>
<th>Signature of Coordinator</th>
<th>Date</th>
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<tbody>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Disapproved</td>
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</tbody>
</table>

4. Comments

5. Budget Office Review                      | Signature of Budget Director | Date |
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<th></th>
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</tr>
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<tbody>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Disapproved</td>
<td></td>
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</table>

8. Comments

SCIN FORM 164
<table>
<thead>
<tr>
<th>Category</th>
<th>Appropriation Number Grantor Funds</th>
<th>Appropriation Number County Funds</th>
<th>Appropriation Number In-Kind Contribution</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$0.00</td>
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<tr>
<td>1100 Permanent Salaries</td>
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<td>0.00</td>
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<tr>
<td>1110 Interim Salaries</td>
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<tr>
<td>1120 Overtime Salaries</td>
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<tr>
<td>1130 Temporary Salaries: no fringe</td>
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<td>EQUIPMENT:</td>
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<tr>
<td>2010 Furniture</td>
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<tr>
<td>2020 Office Machines</td>
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<tr>
<td>2070 Cameras &amp; Photographic</td>
<td></td>
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<tr>
<td>2080 Medical, Dental, Lab, Equip</td>
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<tr>
<td>2090 Radio and Communication</td>
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<td>2460 New Computers</td>
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<tr>
<td>2500 Other Equip: Unclassified</td>
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<td>SUPPLIES, MATERIALS, OTHER</td>
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<tr>
<td>3010 Office Supplies</td>
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<td>3020 Postage</td>
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<tr>
<td>3040 Printing</td>
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<tr>
<td>3070 Memberships &amp; Subscr.</td>
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<td>3100 Instructional Supplies</td>
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<tr>
<td>3310 Clothing &amp; Accessories</td>
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<tr>
<td>3370 Medical, Dental, Lab Supp.</td>
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<tr>
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<td>3510 Rent: Business Machines</td>
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<tr>
<td>3680 Repairs, Special Equip</td>
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<td>UTILITIES:</td>
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<tr>
<td>4010 Telephone &amp; Telegraph</td>
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<td>TRAVEL:</td>
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<tr>
<td>4330 Travel Employee Contracts</td>
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<tr>
<td>4340 Travel Other Contracts</td>
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</tr>
<tr>
<td>Category</td>
<td>Appropriation Number Grantor Funds</td>
<td>Appropriation Number County Funds</td>
<td>Appropriation Number In-Kind Contribution</td>
<td>Remarks</td>
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<td>--------------------------------</td>
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<tr>
<td>FEES FOR SERVICES:</td>
<td></td>
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<td></td>
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<tr>
<td>4210: Computer Services</td>
<td>$70,000.00</td>
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<td>$0.00</td>
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<tr>
<td>4330: Travel: Employee Contracts</td>
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<td></td>
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<tr>
<td>4580: Fees for Services, Non-Employees</td>
<td>70,000.00</td>
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<tr>
<td>CONTRACTED SERVICES (List)</td>
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<tr>
<td>4960 Contracted Agencies</td>
<td>$0.00</td>
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<td>$0.00</td>
<td></td>
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<tr>
<td>HRH Healthcare, Inc.</td>
<td>$0.00</td>
<td>0.00</td>
<td></td>
<td></td>
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<tr>
<td>EMPLOYEE BENEFITS:</td>
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<td></td>
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<tr>
<td>8280 Retirement</td>
<td>$0.00</td>
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<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>8300 Insurance: Worker's Compensation</td>
<td></td>
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<tr>
<td>8330 Social Security</td>
<td></td>
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<tr>
<td>8360 Health Insurance</td>
<td></td>
<td></td>
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<tr>
<td>8360 Dental Insurance</td>
<td></td>
<td></td>
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<tr>
<td>OTHER: (List Source &amp; Brief Explanation)</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
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</tr>
</tbody>
</table>

I certify that the above in-kind contributions are not currently being used to support other Grants.

Signature of Project Director
<table>
<thead>
<tr>
<th>Title of Position</th>
<th>Grade</th>
<th>Step</th>
<th>Salary</th>
<th>Employee Name</th>
<th>Grantor</th>
<th>County</th>
<th>In-Kind</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
Notice of Grant Award

RESEARCH DEMONSTRATION COOPERATIVE AGREEMENTS
Department of Health and Human Services

FOOD AND DRUG ADMINISTRATION

Grant Number: 5U18FD005632-03
FAIN: U18FD005632

Principal Investigator:
CHRISTOPHER SORTINO, BS

Project Title: Continuing to Advance Suffolk County's Conformance with the VNRRFRPS

11739-8006 Tomarken, James L
1118000464B1
3500 Sunrise Highway, Suite 124
Great River, NY 117399006

Award e-mailed to: james.tomarken@suffolkcountyny.gov

Budget Period: 07/01/2017 – 06/30/2018
Project Period: 09/10/2015 – 06/30/2020

Dear Business Official:

The Food and Drug Administration hereby awards a grant in the amount of $70,000 (see “Award Calculation" in Section I and "Terms and Conditions" in Section III) to SUFFOLK COUNTY DEPT/HEALTH SERVICES in support of the above referenced project. This award is pursuant to the authority of PHS Act, Sec 1706, 42 USC 300u-5, as amended; Sec2(d), PL 98-551 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact the Grants Management Specialist and the Project Officer listed in the terms and conditions.

Sincerely yours,

Kimberly Pendleton
Grants Management Officer
Office of Acquisitions & Grants Services
Division of Acquisition Support and Grants
Grants & Assistance Team
FOOD AND DRUG ADMINISTRATION

See additional information below
SECTION I – AWARD DATA – 5U18FD005632-03

Award Calculation (U.S. Dollars)
Consultant Services $28,000
Equipment $34,000
Supplies $6,500
Travel Costs $1,500

Federal Direct Costs $70,000
Approved Budget $70,000
Federal Share $70,000
TOTAL FEDERAL AWARD AMOUNT $70,000

AMOUNT OF THIS ACTION (FEDERAL SHARE) $70,000

<table>
<thead>
<tr>
<th>SUMMARY TOTALS FOR ALL YEARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>YR</td>
</tr>
<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td>5</td>
</tr>
</tbody>
</table>

* Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:
CFDA Number: 93.103
EIN: 111600046B1
Document Number: UFD005632A
PMS AccountType P(Subaccount)
Fiscal Year: 2017

<table>
<thead>
<tr>
<th>IC</th>
<th>CAN</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
</tr>
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<tbody>
<tr>
<td>FD</td>
<td>6990928</td>
<td>$70,000</td>
<td>$70,000</td>
<td>$70,000</td>
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</table>

* Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

FDA Administrative Data:
PCC: ORAS / OC: 414P / Processed: ERAAPPS 07/19/2017

SECTION II – PAYMENT/HOTLINE INFORMATION – 5U18FD005632-03

Grant payments will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Program Support Center (PSC), DHHS, Office of the Deputy Assistant Secretary, Finance. Requests for downloadable forms and inquiries regarding payment should be directed to:

Regular Mailing Address:
Division of Payment Management
P.O. Box 6021
Rockville, MD 20862
Telephone: (301) 443-1660
To: James L. Tomarken, MD, MPH, MBA, MSW
Commissioner

From: Chris Sortino
Chief Public Health Sanitarian, Bureau of Public Health Protection

Date: August 8, 2017

Subject: Request for Introductory Resolution for the Continuing to Advance Suffolk County’s Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS) Grant (7/1/17 – 6/30/18); $70,000.

Please request a legislative Introductory Resolution to appropriate funds for the Continuing to Advance Suffolk County’s Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS) (7/1/17 – 6/30/18); $70,000.

Program Description:
The objective of the grant is to continue the advancement of Suffolk County’s conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS). The VNRFRPS define what constitutes a highly effective and responsive program for the regulation of food service and retail food establishments. The objectives of the VNRFRPS are in an increase in active managerial control, a decrease in the occurrence of risk factors that contribute to foodborne illness and reduced rates of foodborne illness.

The grant provides reimbursement for:

- Consultant services to enhance the food protection program with an online portal which will enable the Bureau to communicate and interact with food service operators and the general public in an efficient electronic format. The dual-access platform will allow food establishment operators and the general public to submit, and the Bureau to respond to, applications, service requests, payments and complaints.
- Consultant services to enhance the food protection database with customized reports which will enable us to conduct statistical analysis such as violations cited and inspector productivity.
- Call processor – The call processor will allow industry and the general public to access services in a more user friendly format and to access information 24 hours a day.
• Touchscreen computer kiosk – The kiosk will allow industry and the general public to walk in to our office and access services in on multiple languages. The kiosk will feature our online portal and will allow individuals to apply for permits, pay bills, make complaints and access all services available on our online portal.
• Travel expenses for training.
• Supplies such as shirts, caps and lab coats worn by sanitarians conducting food inspections.
• Food inspection supplies – Thermometers, flashlights and other equipment necessary to conduct food service inspections.
• Classroom training supplies – For hands-on demonstrations in our food safety class.

cc: Susan Hodosky, Principal Financial Analyst
TITLE OF BILL: Accepting and Appropriating 100% Federal pass through grant funds from the Department of Health and Human Services Food and Drug Administration in the amount of $70,000 for the Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS) 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% Federal grant funds from the Food and Drug Administration for the Continuing to Advance Suffolk County's Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNRFRPS).

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: Food and Drug Administration is providing funds to the Department of Health Services to support an increase in active managerial control and decrease in the occurrence of risk factors that contribute to food borne illness.

FISCAL IMPLICATIONS: Accept and appropriate additional $70,000 in federal grant funds to the 2017 Adopted Operating Budget.
August 15, 2017

Katie Horst, Director of Intergovernmental Relations
County Executive’s Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Ms. Horst:

I request the introduction of the enclosed Resolution to accept and appropriate 100% Federal grant funds from the Department of Health and Human Services Food and Drug Administration in the amount of $70,000 for the Continuing to Advance Suffolk County’s Conformance with the Voluntary National Retail Food Regulatory Program Standards (VNFRFPS), administered by the Suffolk County Department of Health Services, Division of Public Health and to execute grant related agreements. These funds will support an increase in active managerial control and decrease in the occurrence of risk factors that contribute to food borne illness.

I enclose the financial impact statement and other materials 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-PH VNFRFPS Continuing 2.docx”.

Sincerely,

[Signature]

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

Enclosures

JLT/Iw

C: Christina Capobianco, CPA, Deputy Commissioner
   Barbara Marano, CPA, Executive Assistant for Finance & Administration
   Jennifer Culp, MPA, Assistant to the Commissioner of Health Services
   Dr. Shaheda Iftikhar, Director of Public Health
   Christopher Sortino, Chief Public Health Sanitarian
   Susan Hodosky, Principal Financial Analyst
# Financial Impact

## 2017 Property Tax Levy

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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</table>

## Police District and District Court

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<tr>
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<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FV Tax Rate Per $1000</th>
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<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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## Combined

<table>
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<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
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</table>

**Notes:**
1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2015.
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
RESOLUTION NO. - 2017, ACCEPTING AND APPROPRIATING 100% GRANT FUNDS FROM NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $227,042 FOR THE EMERGENCY MEDICAL SERVICES PROGRAM AGENCY ("EMSPA") ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF EMERGENCY MEDICAL SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Department of Health has awarded Suffolk County State funds under the Emergency Medical Services Program Agency program to be administered by the Suffolk County Department of Health Services, Division of Emergency Medical Services; and

WHEREAS, the EMSPA provides for the oversight of ninety-nine (99) ambulance services that comprise the EMS System and supports the Regional EMS Council. It will also provide for a wide array of support functions across the educational, clinical, policy and procedural areas and work to coordinate services between ambulance services, hospitals and law enforcement agencies; and

WHEREAS, this grant has a start date of 07/01/17 and ends on 06/30/18 in which the County will receive 100% grant funding in the amount of $227,042 for the EMSPA Program; and

WHEREAS, said funds have not been included in the 2017 Operating Budget; now, therefore be it

1st RESOLVED, the County Comptroller be and is hereby authorized to accept $227,042 and appropriate said grant funds as follows:

EMSPA - $227,042

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>4620</td>
<td>3418</td>
<td>$227,042</td>
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</table>
**ORGANIZATIONS**

Suffolk County Department of Health
Services
Emergency Medical
Services Program Agency
(EMSPA)
003-HSV-4620 $227,042

**1000-PERSONNEL SERVICES: $177,211**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4620</td>
<td>1110</td>
<td>0000</td>
<td>Interim Salaries</td>
<td>$177,211</td>
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</table>

**2000-EQUIPMENT: $750**

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<th>Unit</th>
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<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4620</td>
<td>2500</td>
<td>0000</td>
<td>Other Equipment: Not Otherwise Classified</td>
<td>$750</td>
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**4000-CONTRACTUAL EXPENSES: $2,240**

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<th>Object</th>
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<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>003</td>
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<td>DEG</td>
<td>4620</td>
<td>4010</td>
<td>0000</td>
<td>Telephone &amp; Telegraph</td>
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<td>Travel Employee Contracts</td>
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**Employee Benefits**

**8000-EMPLOYEE BENEFITS: $46,841**

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<th>Fund</th>
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<th>Activity</th>
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<tbody>
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<td>003</td>
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<td>8330</td>
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<td>8280</td>
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<td>Retirement</td>
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<td>8380</td>
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<td>Welfare Fund</td>
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<tr>
<td>039</td>
<td>EMP</td>
<td>ODE</td>
<td>9060</td>
<td>8360</td>
<td>0000</td>
<td>Major Medical Claims</td>
<td>$21,754</td>
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InterfundTransfer
Transfer to Employee Medical Health Plan
$21,754

**9000-INTERFUND TRANSFERS: $21,754**

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<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4620</td>
<td>9550</td>
<td>0000</td>
<td>TR To FD 039 Self Hlth Ins</td>
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</table>


and be it further

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

**REVENUES**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>039</td>
<td>IFT</td>
<td>E039</td>
<td>R003</td>
<td>$21,754</td>
</tr>
</tbody>
</table>

and be it

3\textsuperscript{rd} 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

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

7\textsuperscript{th} 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# 45-2017
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 New York State Department of Health in the amount of $227,042 for the Emergency Medical Services Program Agency ("EMSPA") program to be administered by the Suffolk County Department of Health Services, Division of Emergency Medical Services and to execute grant related agreements.

3. Purpose or Proposed Legislation
   This legislation is needed to accept and appropriate 100% grant funds from New York State Department of Health Services for the Emergency Medical Services Program Agency ("EMSPA") program to be administered by the Suffolk County Department of Health Services, Division of Emergency Medical 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
   - Village
   - Library District
   - Town
   - School District
   - Fire District
   - Economic Impact
   - Other (Specify):

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

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
   None

8. Proposed Source of Funding
   100% grant funds from New York State Department of Health

9. Timing of Impact
   2017-2018

10. Typed Name & Title of Preparer
    Susan Hodosky
    Principal Financial Analyst

11. Signature of Preparer
    [Signature]

12. Date
    8/14/17

SCIN FORM 175b (10/95)

Page 1 of 2

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
COORDINATION OF GRANT APPLICATION OR CONTRACT

County of Suffolk

Submitter Department / Agency:
Department of Health Services

Location:
360 Yaphank Ave, Suite 1B Yaphank, NY 11980

Contact Person in Department / Agency:
Robert Delagi

Telephone Number:
631-852-5080

Grant Application Due Date:
Multi-Year Grant

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
   Emergency Medical Services Program Agency

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)

3. Grant / Contract Status (Check One Box)

   A. New Program Application
   B. Renewal Application
   C. Supplemental (Specify)
   D. Extension of Funding Period
   E. Contract

4. General Purpose of Grant / Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)

   The Department of Health Services/Division of EMS serves as the Regional EMS Program Agency, authorized pursuant to NY State PHL Article 30, Section 3003-a. The Program Agency is responsible for the PHL-managed administrative and clinical oversight of the ninety-nine ambulance services that comprise the EMS System, and supports the Regional EMS Council, Regional Emergency Medical Advisory Committee, and Regional Trauma Advisory Committee, in fulfilling their respective statutory responsibilities. The Regional Program Agency fulfills a series of expense based contract deliverables that cover a wide array of support functions across the educational, clinical, policy, and procedural areas and serves as the single point of contact between ambulance services, hospitals, emergency management, law enforcement, and others.

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: 7/1/2017   To: 6/30/2018

2. Financial Assistance Requested

<table>
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<tr>
<th>Source</th>
<th>First Funding Cycle</th>
<th>Second Funding Cycle</th>
<th>Third Funding Cycle</th>
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<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
</tr>
<tr>
<td>Federal</td>
<td>$ -</td>
<td>0.00%</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>$ 227,042</td>
<td>100.00%</td>
<td></td>
</tr>
<tr>
<td>Private</td>
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<td></td>
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<tr>
<td>County</td>
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<tr>
<td>Total</td>
<td>$ 227,042</td>
<td>100.00%</td>
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</table>
3. Explanation of Requested County Financial Assistance

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Requested</th>
<th>Personnel Costs Requested</th>
<th>Non-Personnel Costs Requested</th>
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</thead>
<tbody>
<tr>
<td>TOTAL COUNTY SHARE</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

4. Total Number of New Positions Requested

5. Can This program be Funded 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.)

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.)?
   - Services will be reduced.

8. Attach as list of potential subcontractors, if any, outlining the purpose of each subcontract (that is, 459 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
<table>
<thead>
<tr>
<th>Category</th>
<th>Appropriation Number Grantor Funds</th>
<th>Appropriation Number County Funds</th>
<th>Appropriation Number In-Kind Contribution</th>
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</tr>
<tr>
<td>1100 Permanent Salaries</td>
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<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1110 Interim Salaries</td>
<td></td>
<td>177,211</td>
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<tr>
<td>1130 Temporary Salaries</td>
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<tr>
<td>EQUIPMENT:</td>
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<td>$750</td>
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<td>2070 Cameras &amp; Photographic</td>
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<tr>
<td>2500 Other Equip: Unclassified</td>
<td></td>
<td>750</td>
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<td>SUPPLIES, MATERIALS, OTHER</td>
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<td>3010 Office Supplies</td>
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<tr>
<td>3020 Postage</td>
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<tr>
<td>3040 Printing</td>
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<tr>
<td>3070 Memberships &amp; Subscr.</td>
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<tr>
<td>3100 Instructional Supplies</td>
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<tr>
<td>3160 Computer Software</td>
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</tr>
<tr>
<td>3370 Medical, Dental, Lab Supp.</td>
<td></td>
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<tr>
<td>3500 Other Unclassified</td>
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<td>3510 Rent: Business Machines</td>
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<td>3680 Repairs, Special Equip</td>
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<td>UTILITIES:</td>
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<tr>
<td>4010 Telephone &amp; Telegraph</td>
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<tr>
<td>4015 Telephone Cell</td>
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<tr>
<td>TRAVEL:</td>
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<td>$1,840</td>
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<td>4330 Travel Employee Contracts</td>
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<tr>
<td>4340 Travel Other Contracts</td>
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# Grant Budget Analysis

## County Budget Year 2017

### Table: Budget Analysis

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<th>Appropriation Number</th>
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<tr>
<td>4560: Fees for Services, Non-Employees</td>
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<td><strong>Contracted Services (List)</strong></td>
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<tr>
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<td>8300 Insurance: Worker's Compensation</td>
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<td>8330 Social Security</td>
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<td>8380 Dental Insurance</td>
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<tr>
<td><strong>Other: (List Source &amp; Brief Explanation)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I certify that the above in-kind contributions are not currently being used to support other Grants.

Signature of Project Director

[Signature]
BUREAU OF CONTRACTS
PROCUREMENT RECORD APPROVAL LETTER

Business Unit: DOH01

Program Name: Emergency Medical Services (EMS)

Procurement Record ID: DOH01-0000469-3450000

Reporting Code: GPN

Determination: Approved

Approval Date: 06/26/2015

Approved Through: 06/30/2020

Sequence Number: 0

To: Theodore Chmielewski

The above mentioned procurement has been deemed acceptable as supporting documentation. Approval will be granted for contracts related to this procurement as follows:


Please be sure to use the program name above in the contract description on the STS or AC-340S.

Please attach a copy of this note when submitting any contracts and/or amendments under this program. In order for OSC to process your contract transactions efficiently, please include the Procurement Record Identification Number and Reporting Code identified in this letter in the description field of the Single Transaction Summary (STS) or Contract Encumbrance Request (AC340-S.)

Thank you for your time on this matter.

REGINA RICHARDSON
518-473-5569 (Phone #)
richardson@osc.state.ny.us
518-474-6030 (Fax #)

DOH Task# 16226 - EMS Program Agencies C020443-C020451
<table>
<thead>
<tr>
<th><strong>STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE</strong></th>
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</thead>
<tbody>
<tr>
<td><strong>ATE AGENCY (Name &amp; Address):</strong></td>
</tr>
<tr>
<td>New York State Department of Health</td>
</tr>
<tr>
<td>Bureau of Emergency Medical Services</td>
</tr>
<tr>
<td>875 Central Avenue</td>
</tr>
<tr>
<td>Albany NY 12206</td>
</tr>
<tr>
<td><strong>BUSINESS UNIT/DEPT. ID:</strong> DOH01/3450000</td>
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<tr>
<td><strong>CONTRACT NUMBER:</strong> C-029457</td>
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<td><strong>CONTRACT TYPE:</strong></td>
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<tr>
<td>☑ Multi-Year Agreement</td>
</tr>
<tr>
<td>☐ Simplified Renewal Agreement</td>
</tr>
<tr>
<td>☐ Fixed Term Agreement</td>
</tr>
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<td><strong>CONTRACTOR SFS PAYEE NAME:</strong></td>
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<td>Suffolk County Department of Health Services</td>
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<td><strong>TRANSACTION TYPE:</strong></td>
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<tr>
<td>☑ New</td>
</tr>
<tr>
<td>☐ Renewal</td>
</tr>
<tr>
<td>☐ Amendment</td>
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<tr>
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<td><strong>PROJECT NAME:</strong></td>
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<tr>
<td>Emergency Medical Services Program Agency</td>
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<tr>
<td><strong>CONTRACTOR IDENTIFICATION NUMBERS:</strong></td>
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<td>NYS Vendor ID Number: 1000000809</td>
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<td>Federal Tax ID Number: 11-6000464</td>
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<td>DUNS Number (if applicable):</td>
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<td><strong>AGENCY IDENTIFIER:</strong></td>
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<td><strong>CFDA NUMBER (Federally Funded Grants Only):</strong></td>
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<tr>
<td>360 Yaphank Avenue</td>
</tr>
<tr>
<td>Suite 1B</td>
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<td>Yaphank, NY 11980</td>
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<tr>
<td><strong>CONTRACTOR PAYMENT ADDRESS:</strong></td>
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<tr>
<td>☑ Check if same as primary mailing address</td>
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<tr>
<td><strong>CONTRACT Mailing ADDRESS:</strong></td>
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<tr>
<td>☑ Check if same as primary mailing address</td>
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<tr>
<td><strong>CONTRACTOR STATUS:</strong></td>
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<tr>
<td>☑ For Profit</td>
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<tr>
<td>☐ Municipality, Code:</td>
</tr>
<tr>
<td>☐ Tribal Nation</td>
</tr>
<tr>
<td>☐ Individual</td>
</tr>
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<td>☑ Not-for-Profit</td>
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<td>Exemption Status/Code: 3,15.A</td>
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Contract Number: C-029457
Page 1 of 2
Master Grant Contract, Face Page
STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

RENT CONTRACT TERM:
From: 07/01/2015 To: 06/30/2020

CURRENT CONTRACT PERIOD:
From: 07/01/2015 To: 06/30/2020

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: $1,135,210

AMENDED:

FUNDING SOURCE(S)

☐ State
☐ Federal
☐ Other

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

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<thead>
<tr>
<th>#</th>
<th>CURRENT PERIOD</th>
<th>CURRENT AMOUNT</th>
<th>AMENDED PERIOD</th>
<th>AMENDED AMOUNT</th>
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<tr>
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<td>$227,042</td>
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<tr>
<td>3</td>
<td>7/1/17 - 6/30/18</td>
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<td>5</td>
<td>7/1/19 - 6/30/20</td>
<td>$227,042</td>
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</tbody>
</table>

ATTACHMENTS PART OF THIS AGREEMENT:

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

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

☑ Attachment C: Work Plan
☑ Attachment D: Payment and Reporting Schedule
☑ Other: Attachment E-1: Workers Comp Form (must be current)
Attachment E-2: Disability Insurance Form (must be current)
Attachment H: Federal Health Insurance Portability and Accountability Act ("HIPAA")

Contract Number: # C-029457
Page 2 of 2
Master Grant Contract, Face Page
To: James L. Tomarken, MD, MPH, MBA, MSW
Commissioner

From: Robert Delagi, MA, NREMT-P
Director, EMS and Public Health Emergency Preparedness

Date: August 8, 2017

Subject: Request for Introductory Resolution for the Emergency Medical Services Program Agency Grant (7/1/16 – 6/30/17), $227,042

Please request a legislative Introductory Resolution to appropriate funds for the Emergency Medical Services Program Agency grant (7/1/17 – 6/30/18); $227,042.

Program Description:

The EMSPA provides for the oversight of ninety nine (99) ambulance services that comprise the EMS System and supports the Regional EMS Council. It will also provide for a wide array of support functions across the educational, clinical, policy and procedural areas and work to coordinate services between ambulance services, hospitals and law enforcement agencies.

cc: Susan Hodosky, Principal Financial Analyst
TITLE OF BILL: Accepting and appropriating 100% grant funds from New York State Department of Health in the amount of $227,042 for the Emergency Medical Services Program Agency ("EMSPA") program to be administered by the Suffolk County Department of Health Services, Division of Emergency Medical Services and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% grant funds from New York State Department of Health Services for the Emergency Medical Services Program Agency ("EMSPA") program to be administered by the Suffolk County Department of Health Services, Division of Emergency Medical Services.

SUMMARY OF SPECIAL PROVISIONS: None

JUSTIFICATION: The EMSPA provides for the oversight of ninety-nine (99) ambulance services that comprise the EMS System and supports the Regional EMS Council. It will also provide for a wide array of support functions across the educational, clinical, policy and procedural areas and work to coordinate services between ambulance services, hospitals and law enforcement agencies.

FISCAL IMPLICATIONS: Accept and appropriate $227,042 in additional grant funds to the 2017 Adopted Operating Budget.
August 15, 2017

Katie Horst, Director of Intergovernmental Relations
County Executive’s Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Ms. Horst:

I request the introduction of the enclosed Resolution to accept and appropriate 100% grant funds from New York State Department of Health in the amount of $227,042, to the Suffolk County Department of Health Services for the Emergency Medical Service Program Agency. This program provides for the oversight of ninety-nine (99) ambulance services that comprise the EMS System and supports the Regional EMS Council. It will also provide for a wide array of support functions across the educational, clinical, policy and procedural areas and work to coordinate services between ambulance services, hospitals and law enforcement agencies.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Gary Amato at 4-0143. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is “R eso-HSV-EMS PROGRAM.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
   Robert Delagi, Director of Emergency Medical Services
   Susan Hodosky, Principal Financial Analyst
### GENERAL FUND

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<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FV TAX RATE PER $1000</th>
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</thead>
<tbody>
<tr>
<td>TOTAL</td>
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### POLICE DISTRICT AND DISTRICT COURT

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### COMBINED

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<td>TOTAL</td>
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<td>$0.00</td>
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</tr>
</tbody>
</table>

**NOTES:**


3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
RESOLUTION NO. - 2017, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS - THROUGH GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $124,639 FOR THE CHILDREN WITH SPECIAL HEALTH CARE NEEDS ("CWSHCN") PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF CHILDREN WITH SPECIAL NEEDS AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Department of Health has awarded Suffolk County federal pass-through funds under the Children with Special Health Care Needs (CWSHCN) Program grant to be implemented by the Suffolk County Department of Health Services, Division of Children with Special Needs; and

WHEREAS, the Children with Special Health Care Needs (CWSHCN) Program provides community outreach, education, and referrals to providers and families of children with special health care needs, age birth to twenty-one years, and identifies gaps and barriers in the health service system and proposes strategies to address them.; and

WHEREAS, this grant has a start date of 10/01/17 and ends on 09/30/18 in which the County will receive 100% grant funding in the amount of $124,639 for the Children with Special Health Care Needs Program; and

WHEREAS, said funds have not been included in the 2017 Operating Budget; and

WHEREAS, the Children with Special Health Care Needs Program grant includes partial funding for the Department of Health Services to continue the employment of one (1) Coordinator of Special Education (full-time); one (1) Assistant Coordinator of Special Education (full-time); one (1) Principal Account Clerk (full-time); one (1) Public Relations Specialist (full-time); one (1) Senior Account Clerk Typist (full-time); now, therefore be it

1st RESOLVED, the County Comptroller be and hereby is authorized to accept $124,639 and appropriate said grant funds as follows:

CWSHCN - $124,639

REVENUES

<table>
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<th>Unit</th>
<th>Revenue Code</th>
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<td>4421</td>
<td>$124,639</td>
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ORGANIZATIONS

Suffolk County Department of Health Services
Children with Special Health Care Needs (CWSHCN) 003-HSV-4821
$124,639

1000-PERSONNEL SERVICES: $88,545

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2000-EQUIPMENT: $200

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<th>Activity</th>
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3000-SUPPLIES: $3,900

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Employee Benefits

8000-EMPLOYEE BENEFITS: $31,994

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<td>ODE</td>
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<td>8360</td>
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<td>Major Medical Claims</td>
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Interfund Transfer
Transfer to Employee Medical Health Plan
003-HSV-4821 - $16,909

9000-INTERFUND TRANSFERS: $16,909

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<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4821</td>
<td>9550</td>
<td>0000</td>
<td>TR to FD 039 Self Ht Ins</td>
<td>$16,909</td>
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</table>

and be it further

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

REVENUES

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<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
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<tbody>
<tr>
<td>039</td>
<td>IFT</td>
<td>E039</td>
<td>R003</td>
<td>$16,909</td>
</tr>
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</table>

3rd 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

4th RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

5th 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# 47-2017
1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
</table>

2. Title of Proposed Legislation

Accepting and appropriating 100% Federal pass through grant funds from the New York State Department of Health to the Suffolk County Department of Health Services for the Children with Special Health Care Needs Program.

3. Purpose or Proposed Legislation

This legislation is needed to accept and appropriate 100% Federal pass through grant funds from the New York State Department of Health to the Suffolk County Department of Health Services for the Children with Special Health Care Needs Program. This program provides community outreach, education, and referrals to providers and families of children with special health care needs, age birth to twenty-one years, and identifies gaps and barriers in the health service system and proposes strategies to address them.

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

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

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Other (Specify):</td>
</tr>
<tr>
<td>Village</td>
<td>School District</td>
<td>Fire District</td>
</tr>
</tbody>
</table>

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.

None

8. Proposed Source of Funding

100% Federal pass through grant funds from the New York State Department of Health.

9. Timing of impact

2017-2018

10. **Typed Name & Title of Preparer**

   Susan Hodosky
   Principal Financial Analyst

11. **Signature of Preparer**

   [Signature]

12. **Date**

   8/14/17

SCN FORM 175b (10/95)

Page 1 of 2
I. Background Information

1. Grant Title
   Children with Special Health Care Needs 17 - 18

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)

3. Grant / Contract Status (Check One Box)

   A. New Program Application
   B. Renewal Application [X]
   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.)
   1) Provide community outreach and education to consumers and providers about programs, supports and services for families of CSHCN; 2) Offer information and referral services to families of CSHN age birth to 21 years; 3) Identify gaps and barriers in health care service systems and propose strategies to address them; and 4) Report progress towards grant deliverables.

5. County Departments / Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.)
   NONE

II. BUDGET INFORMATION

1. Term of Contract
   From: 10/1/2017 To: 9/30/2018

2. Financial Assistance Requested

<table>
<thead>
<tr>
<th>Source</th>
<th>First Funding Cycle</th>
<th>Second Funding Cycle</th>
<th>Third Funding Cycle</th>
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<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
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<tr>
<td>Federal</td>
<td>$124,639.00</td>
<td>100.0%</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>$0.00</td>
<td>0.0%</td>
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<tr>
<td>Private</td>
<td>$0.00</td>
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<td></td>
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<tr>
<td>County</td>
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<tr>
<td>Total</td>
<td>$124,639.00</td>
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</table>
3. Explanation of Requested County Financial Assistance

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Requested</th>
<th>Personnel Costs Requested</th>
<th>Non-Personnel Costs Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL COUNTY SHARE</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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, reduced 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
<table>
<thead>
<tr>
<th>Category</th>
<th>Appropriation Number Grantor Funds</th>
<th>Appropriation Number County Funds</th>
<th>Appropriation Number In-Kind Contribution</th>
<th>Remarks</th>
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<tbody>
<tr>
<td>PERSONAL SERVICES:</td>
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<tr>
<td>1100 Permanent Salaries</td>
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<tr>
<td>1110 Interim Salaries</td>
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<tr>
<td>1120 Overtime Salaries</td>
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<tr>
<td>1130 Temporary Salaries: no fringe</td>
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<td>EQUIPMENT:</td>
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<td>2010 Furniture</td>
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<tr>
<td>2020 Office Machines</td>
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<tr>
<td>2070 Cameras &amp; Photographic</td>
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<tr>
<td>2080 Medical, Dental, Lab, Equip</td>
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<tr>
<td>2090 Radio and Communication</td>
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<tr>
<td>2460 New Computers</td>
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<td>2500 Other Equip: Unclassified</td>
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<tr>
<td>SUPPLIES, MATERIALS, OTHER</td>
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<td>$3,900.00</td>
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<tr>
<td>3010 Office Supplies</td>
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<tr>
<td>3020 Postage</td>
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<tr>
<td>3040 Printing</td>
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<tr>
<td>3070 Memberships &amp; Subscrip.</td>
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<tr>
<td>3100 Instructional Supplies</td>
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<td>3160 Computer Software</td>
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<tr>
<td>3370 Medical, Dental, Lab Supp.</td>
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<tr>
<td>3500 Other Unclassified</td>
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<td>3510 Rent. Business Machines</td>
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<tr>
<td>3650 Rent. Buildings</td>
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<tr>
<td>3680 Repairs, Special Equip</td>
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<tr>
<td>UTILITIES:</td>
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<td>4010 Telephone &amp; Telegraph</td>
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<td>TRAVEL:</td>
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<tr>
<td>4330 Travel Employee Contracts</td>
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<tr>
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<td>Appropriation Number</td>
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<tr>
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<tr>
<td></td>
<td>Grantor Funds</td>
<td>County Funds</td>
<td>In-Kind Contribution</td>
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<tr>
<td>FEES FOR SERVICES:</td>
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<td>4210: Computer Services</td>
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<td>4330: Travel: Employee Contracts</td>
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<td>4560: Fees for Services,</td>
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<tr>
<td>Non-Employees</td>
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<tr>
<td>CONTRACTED SERVICES (List)</td>
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<tr>
<td>4980 Contracted Agencies</td>
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<td>$0.00</td>
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<tr>
<td>HRH Healthcare, Inc.</td>
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<td></td>
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<td>EMPLOYEE BENEFITS:</td>
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<tr>
<td>8280 Retirement</td>
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<tr>
<td>8300 Insurance: Worker's Compensation</td>
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<tr>
<td>8330 Social Security</td>
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<td>8360 Health Insurance</td>
<td>16,609.00</td>
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<td>8380 Dental Insurance</td>
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<tr>
<td>OTHER (List Source &amp; Brief Explanation)</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

I certify that the above in-kind contributions are not currently being used to support other Grants.

Signature of Project Director
To: James L. Tomarken, MD, MPH, MBA, MSW
   Commissioner

From: Gary Amato
   Accountant

Date: August 10, 2017

Subject: Request for Introductory Resolution for Children with Special Health Care Needs ("CWSHCN"); $124,639

I request an Introductory Resolution to appropriate funds for the Children with Special Health Care Needs ("CWSHCN") $124,639. The CWSHCN project budget is attached herein for reference.

Project Description:
The Children with Special Health Care Needs program provides community outreach, education, and referrals to providers and families of children with special health care needs, age birth to twenty-one years, and identifies gaps and barriers in the health service system and proposes strategies to address them.

cc: Susan Hodosky, Principal Financial Analyst
Ms. Sheila Ventrice  
Assistant Coordinator of Special Education  
Suffolk County Department of Health Services  
50 Laser Court  
Hauppauge, NY 11788

Re: Children With Special Health Care Needs Program  
Contract #: C32686GG  
Contract Term: 10/1/2017 – 9/30/2020

Dear Ms. Ventrice:

This is to inform you of the Department’s intention to provide funding to support the Children With Special Health Care Needs (CSHCN) Program at your agency for a new three-year contract term effective October 1, 2017 to September 30, 2020. The annual funding amount will be $124,639. The contract number assigned to your New York State Grant contract for the three-year term is C32686GG and must be referenced on all claims for payment and correspondence with the Department. This contract is contingent upon approval of the New York State Office of the State Comptroller and availability of funds.

This communication also serves to provide you with guidance to develop the above referenced contract. Please read this letter and the attachments carefully to ensure proper and timely submission of all required documents.

The Department has initiated a non-competitive contract in the New York State Grants Gateway (GG) www.grantsgateway.ny.gov

The following documents are attached to provide you with guidance for developing your contract:

- **NYS GG Contract Management-Non-Competitive Contract Guidance (Powerpoint)** - this guide provides information about how to locate, sign and return your contract in Grants Gateway. Please view in the Notes page to follow along with important information presented on each slide. To do this open the PPT presentation, go to View and then choose Notes Page from the menu.
- **Grants Gateway Budget Instructions (Word)** - use this to complete the budget online in the Grants Gateway. It also contains any budget instructions specific to the CSHCN program.
- **Grants Gateway Data Entry Guide (Excel)** - provides line by line instruction for entering your budget into Grants Gateway.
The attached Vendor Contact Form and Subcontractor Information Form need to be completed.
and then uploaded to the Grantee Document Folder under the Forms Menu in the Grants Gateway.

- **Vendor Contact Form (Word) -** this provides us with important contracting contacts.
- **Sub-Contract Info (Word) -** this form must be completed for each subcontractor supported by grant funds totaling $100,000 or more over the life of the contract.

New York State Grants Gateway (GG) – The GG works in two ways. Firstly as a Grant Opportunity Portal in which existing and potential vendors can locate grant funding opportunities with various State agencies; and secondly a Grantee Document Vault which allows existing and potential applicants to store key organizational information in a single secure online location. All not-for-profit Document Vaults are required to be prequalified prior to doing business with NYS. Additional information about registration and prequalification is available here at the Grants Reform site: [http://www.grantsreform.ny.gov/Grantees](http://www.grantsreform.ny.gov/Grantees) and Grants Gateway site: [www.grantsgateway.ny.gov](http://www.grantsgateway.ny.gov).

- If you have previously registered and do not know your Username please email [grantsreform@its.ny.gov](mailto:grantsreform@its.ny.gov).
- If you do not know your Password please click the Forgot Password link from the main log in page and follow the prompts.
- The status of your organization's Document Vault at the time of this letter is **Registered**.

If you have any questions regarding:

- the budget development process, please contact your Contract Manager, Mr. Randy Sicko, at 518-473-4441 or by email to: [Randall.Sicko@health.ny.gov](mailto:Randall.Sicko@health.ny.gov).

- the work plan development process, please contact your Program Manager, Christina Costa-Daley at 518-474-1981 or by email to: [Christina.Costa-Daley@health.ny.gov](mailto:Christina.Costa-Daley@health.ny.gov).

**DUE DATE: MAY 22, 2017:**

- Complete and submit the budget and workplan via the Grants Gateway and alert your Program Manager that the submission is complete.

Sincerely,

[Signature]

Ms. Susan Slade, Director
Bureau of Child Health
Division of Family Health

cc: Christina Costa-Daley
Randall Sicko
Audit Clearinghouse

Attachments:
- Grants Gateway Non-Competitive Contract Guidance
- Grants Gateway Budget Instructions
- Grants Gateway Data Entry Guide
- Vendor Contact Form
- Subcontractor Information Form
Please be advised, in accordance with Office of Management and Budget requirements, this contract is a sub award under the following Federal Award:

a) Federal Award Identification Number (FAIN): TBD
b) Federal award project description: Maternal and Child Health Services Block Grant
c) Federal Award Date (see § 200.39 Federal award date): 10/1/2017-9/30/2020
d) Name of Federal Awarding Agency: US Department of Health and Human Services
e) CFDA Number and Name: 93.994
f) Amount of Federal Funds Obligated by this action: $1,617,000
g) Total Amount of Federal Funds Obligated to the sub recipient: $124,639
h) Sub recipient name: Franklin County Public Health Services
i) Sub Recipient DUNS #: 129090267
j) Total Amount of the Federal Award: TBD
k) Research & Development Award? No
l) Indirect cost rate for the Federal Award: N/A
TITLE OF BILL: Accepting and appropriating 100% Federal pass through grant funds from the New York State Department of Health to the Suffolk County Department of Health Services for the Children with Special Health Care Needs Program.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% Federal pass through grant funds from the New York State Department of Health to the Suffolk County Department of Health Services for the Children with Special Health Care Needs Program.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: This program provides community outreach, education, and referrals to providers and families of children with special health care needs, age birth to twenty-one years, and identifies gaps and barriers in the health service system and proposes strategies to address them.

FISCAL IMPLICATIONS: Additional Federal and New York State grant funds will be added to the 2017 Adopted Operating Budget.
August 14, 2017

Katie Horst, Director of Intergovernmental Relations
County Executive’s Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Ms. Horst:

I request the introduction of the enclosed Resolution to accept and appropriate 100% Federal pass through grant funds from the New York State Department of Health to the Suffolk County Department of Health Services for the Children with Special Health Care Needs Program. This program provides community outreach, education, and referrals to providers and families of children with special health care needs, age birth to twenty-one years, and identifies gaps and barriers in the health service system and proposes strategies to address them.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Gary Amato at 4-0143. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is “Reso-HSV-CWSHCN.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
   Sheila Ventrice, Coordinator of Special Education
   Susan Hodosky, Principal Financial Analyst
### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FV Tax Rate per $1000</th>
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</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
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<td>$0.00</td>
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### POLICE DISTRICT AND DISTRICT COURT

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<th>2017 FV Tax Rate per $1000</th>
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<tbody>
<tr>
<td><strong>TOTAL</strong></td>
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### COMBINED

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<td><strong>TOTAL</strong></td>
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<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
RESOLUTION NO. - 2017, ACCEPTING AND APPROPRIATING 5% NEW YORK STATE AND 95% FEDERAL PASS - THROUGH GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $3,361,889 FOR THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN ("WIC") ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PATIENT CARE AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Department of Health has awarded Suffolk County 5% New York State and 95% federal pass-through funds under the Special Supplemental Nutrition Program for Woman, Infants and Children ("WIC") to be implemented by the Suffolk County Department of Health Services, Division of Patient Care; and

WHEREAS, the WIC program will provide funds to the Department of Health Services to improve the nutrition and health status of income eligible pregnant and breastfeeding women, infants and preschool children up to five (5) years of age; and

WHEREAS, this grant has a start date of 10/01/17 and ends on 09/30/18 in which the County will receive 100% grant funding in the amount of $3,361,889 for the Special Supplemental Nutrition Program for Woman, Infants and Children Program; and

WHEREAS, said funds have not been included in the 2017 Operating Budget; and

1st RESOLVED, the County Comptroller be and is hereby authorized to accept $3,361,889 and appropriate said grant funds as follows:

WIC - $3,361,889

REVENUES

<table>
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<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
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<tr>
<td>003</td>
<td>HSV</td>
<td>4132</td>
<td>3483</td>
<td>$171,457</td>
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ORGANIZATIONS

Suffolk County Department of Health Services
Division of Patient Care
Special Supplemental Nutrition Program for Woman, Infants and Children ("WIC")
003-HSV-4132 $3,361,889
1000-PERSONNEL SERVICES: $2,023,797

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<th>Activity</th>
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<td>HSV</td>
<td>DEG</td>
<td>4132</td>
<td>1110</td>
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<td>Interim Salaries</td>
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3000-SUPPLIES: $162,250

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<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4132</td>
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<td>Office Supplies</td>
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4000-CONTRACTUAL EXPENSES: $173,416

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<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4132</td>
<td>4010</td>
<td>0000</td>
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Employee Benefits

8000-EMPLOYEE BENEFITS: $1,002,426

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<th>Description</th>
<th>Amount</th>
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<td>003</td>
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<td>ODE</td>
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Interfund Transfer
Transfer to Employee Medical Health Plan
$460,212

9000-INTERFUND TRANSFERS: $460,212
and be it further

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

REVENUES

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
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<td>039</td>
<td>IFT</td>
<td>E039</td>
<td>R003</td>
<td>$460,212</td>
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</tbody>
</table>

and be it further

3\textsuperscript{rd} 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

4\textsuperscript{th} RESOLVED, that the County Executive be and is hereby authorized to execute related agreements; and be it further

5\textsuperscript{th} 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# 48-2017
1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
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</tbody>
</table>

2. Title of Proposed Legislation
Accepting and appropriating 5% New York State and 95% federal pass - through funds from the New York State Department of Health in the amount of $3,361,889 for the Special Supplemental Nutrition Program for Woman, Infants and Children ("WIC") to be implemented by the Suffolk County Department of Health Services, Division of Patient Care and to execute grant related agreements.

3. Purpose or Proposed Legislation
This legislation is needed to accept and appropriate 5% New York State and 95% federal pass - through funds from the New York State Department of Health in the amount of $3,361,889 under the Special Supplemental Nutrition Program for Woman, Infants and Children ("WIC"). The WIC program will provide funds to the Department of Health Services to improve the nutrition and health status of income eligible pregnant and breastfeeding women, infants and preschool children up to five (5) years of age.

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

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

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
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</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
</tr>
<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
</tr>
</tbody>
</table>

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.
None

8. Proposed Source of Funding
5% New York State and 95% federal pass - through funds.

9. Timing of Impact
2017-2018

10. Typed Name & Title of Preparer
Susan Hodosky, Principal Financial Analyst

11. Signature of Preparer

12. Date
8/14/17

SCIN FORM 175b (10/95)
**I. Background Information**

1. **Grant Title**
   Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

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 mission of the WIC Program is to improve the nutrition and health status of income eligible pregnant and breastfeeding women, infants and preschool children up to 5-years of age during critical periods of growth and development through the provision of nutritious foods, nutrition education plus linkages with health and human services.

5. **County Departments / Agencies Affected** (Include any with similar operational programs, regardless of their eligibility for this program.)
   NONE

**II. BUDGET INFORMATION**

1. **Term of Contract**
   From: 10/1/2017  To: 9/30/2018

2. **Financial Assistance Requested**

<table>
<thead>
<tr>
<th>Source</th>
<th>First Funding Cycle</th>
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<th>Second Funding Cycle</th>
<th></th>
<th>Third Funding Cycle</th>
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<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
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<tr>
<td>County</td>
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<td>0.0%</td>
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<tr>
<td>Total</td>
<td>$3,361,889.00</td>
<td>100.0%</td>
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</table>
3. Explanation of Requested County Financial Assistance

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Requested</th>
<th>Personnel Costs Requested</th>
<th>Non-Personnel Costs Requested</th>
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<tbody>
<tr>
<td>TOTAL COUNTY SHARE</td>
<td>$</td>
<td>$</td>
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<tr>
<td>A. Cash Contribution</td>
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<td>$</td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

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, reduced services, financial implications, layoffs, etc.)?

If this assistance is discontinued, either program reduction or termination would be two options available, however, it is probable that the County Executive's Office would make final determination of what would happen, as the Division of Patient Care would not have authority to make that decision.

8. Attach as list of potential subcontractors, if any, outlining the purpose of each subcontract (that is, 456 and 460 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

SCIN FORM 164
<table>
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<th>Category</th>
<th>Appropriation Number Grantor Funds</th>
<th>Appropriation Number County Funds</th>
<th>Appropriation Number In-Kind Contribution</th>
<th>Remarks</th>
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<td>2070 Cameras &amp; Photographic</td>
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<td>2080 Medical, Dental, Lab, Equip</td>
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<td>2090 Radio and Communication</td>
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<td>8280 Retirement</td>
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<td>8300 Insurance: Worker’s Compensation</td>
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<td>8330 Social Security</td>
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<td>460,212.00</td>
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<td>49,504.00</td>
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<tr>
<td>OTHER: (List Source &amp; Brief Explanation)</td>
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<td>$0.00</td>
<td>$0.00</td>
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I certify that the above in-kind contributions are not currently being used to support other Grants.

Signature of Project Director

[Signature]
## DETAIL LISTING OF PERSONAL SERVICES

<table>
<thead>
<tr>
<th>Title of Position</th>
<th>Grade</th>
<th>Step</th>
<th>Salary</th>
<th>Employee Name</th>
<th>Grantor</th>
<th>County</th>
<th>In-Kind</th>
<th>Remarks</th>
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</tr>
</tbody>
</table>

---

2360
Fringe

Total Justified Direct Salaries: $2,023,797.00

<table>
<thead>
<tr>
<th>Component Name</th>
<th>Positions to which Component Applies / Calculation Methodology</th>
<th>Total Salaries</th>
<th>Rate (%)</th>
<th>Justified Amount</th>
<th>Budget Amount</th>
<th>COLA Amount</th>
<th>Final Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Insurance Contributions Act (F.I.C.A)</td>
<td>All WIC staff</td>
<td>$2,023,797.00</td>
<td>7.65</td>
<td>$154,821.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Pension/Retirement</td>
<td>All WIC staff</td>
<td>$2,023,797.00</td>
<td>17.10</td>
<td>$346,070.00</td>
<td>$0.00</td>
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<tr>
<td>Health Insurance</td>
<td>All WIC staff</td>
<td>$2,023,797.00</td>
<td>32.60</td>
<td>$659,758.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>Benefit Fund</td>
<td>All WIC staff</td>
<td>$2,023,797.00</td>
<td>2.08</td>
<td>$41,096.00</td>
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<td>$0.00</td>
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<tr>
<td>Disability Insurance</td>
<td>All WIC staff</td>
<td>$2,023,797.00</td>
<td>3.79</td>
<td>$76,702.00</td>
<td>$0.00</td>
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</table>

Total Justified Direct Fringe Costs: $1,279,446.00
Total Budgeted Direct Fringe Costs: $0.00
Total COLA Fringe Costs: $0.00
Total Final Budgeted Direct Fringe Costs: $0.00
Unbudgeted Direct Fringe Costs: $1,279,446.00
## FFY 2018 WIC Funding Award Details

298 Suffolk County Department of Health Services

**Contract Number:** DOH01-C30435GG-3450000

### Funding Detail

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>COLA Award</td>
<td>$277,020</td>
</tr>
<tr>
<td>Total Contract Award</td>
<td>$3,361,889</td>
</tr>
<tr>
<td>Breast Pumps</td>
<td>$5,800</td>
</tr>
<tr>
<td>Enhanced Peer Counseling</td>
<td>$126,666</td>
</tr>
<tr>
<td>Unallocated</td>
<td>$129,351</td>
</tr>
<tr>
<td>WIC Grant</td>
<td>$3,100,072</td>
</tr>
<tr>
<td><strong>Total Contract and COLA Award</strong></td>
<td><strong>$3,638,909</strong></td>
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### Approved Sites

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Site Address</th>
<th>Total Target Caseload</th>
<th>Target Caseload</th>
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<tbody>
<tr>
<td>1-Amityville WIC - HRHCare Maxine Postal</td>
<td>1080 Sunrise Hwy Amityville, NY 11701</td>
<td>14,300</td>
<td>2,000</td>
</tr>
<tr>
<td>Tri-Community Health Center</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3-Coram WIC - HRHCare Eisle Owens Health Center</td>
<td>82 Middle Country Road Coram, NY 11727</td>
<td></td>
<td>1,400</td>
</tr>
<tr>
<td>4-Wyandanch WIC - HRHCare Martin Luther King Jr. Health Center</td>
<td>1556 Straight Path Wyandanch, NY 11798</td>
<td></td>
<td>1,600</td>
</tr>
<tr>
<td>5-Greenlawn WIC - Dolan Family Health Center</td>
<td>284 Pulaski Road Greenlawn, NY 11740</td>
<td></td>
<td>1,600</td>
</tr>
<tr>
<td>7-Brentwood WIC - HRHCare Brentwood Family Health Center</td>
<td>1869 Brentwood Road Brentwood, NY 11717</td>
<td></td>
<td>3,500</td>
</tr>
<tr>
<td>8-Shirley WIC - HRHCare M. Shellabarger South Brookhaven Health Center</td>
<td>550 Montauk Hwy &amp; Dorsett Place Shirley, NY 11967</td>
<td></td>
<td>1,200</td>
</tr>
<tr>
<td>9-Patchogue WIC - HRHCare Health Center at Patchogue</td>
<td>365 East Main Street Patchogue, NY 11772</td>
<td></td>
<td>1,000</td>
</tr>
<tr>
<td>10-Riverhead WIC - HRHCare Riverhead Health Center</td>
<td>County Center Building Riverhead, NY 11901</td>
<td></td>
<td>1,400</td>
</tr>
<tr>
<td>12-HRHCare Kraus Family Health Center</td>
<td>330 Meeting House Lane Southampton, NY 11968</td>
<td></td>
<td>600</td>
</tr>
</tbody>
</table>
PRIVILEGED AND CONFIDENTIAL
INTER-OFFICE/INTRA-AGENCY COMMUNICATION
NOT SUBJECT TO FOIL DISCLOSURE

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

From: Bruce Wladyka, Principal Financial Analyst

Date: August 11, 2017

Subject: Request for Introductory Resolution for Special Supplemental Nutrition Program for Women, Infants and Children (WIC)

I request an Introductory Resolution to appropriate funds for the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) for $3,361,889. The WIC Program budget is attached herein for reference.

Project Description:
- The goal of the WIC Program is to improve the nutrition and health status of eligible pregnant, postpartum, and breastfeeding women, infants and children in New York State through the provision of nutritious foods, nutrition-health education and counseling and linkages with other health and human service programs. The WIC Program nutrition interventions are strategically designed to assist the WIC target population during critical times of growth and development.

wd/
cc: Susan Hodosky, Principal Financial Analyst
TITLE OF BILL: Accepting and appropriating 5% New York State and 95% federal pass - through funds from the New York State Department of Health in the amount of $3,361,889 under the Special Supplemental Nutrition Program for Woman, Infants and Children ("WIC") to be implemented by the Suffolk County Department of Health Services, Division of Patient Care.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 5% New York State and 95% federal pass - through funds from the New York State Department of Health in the amount of $3,361,889 under the Special Supplemental Nutrition Program for Woman, Infants and Children ("WIC").

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: The WIC program will provide funds to the Department of Health Services to improve the nutrition and health status of income eligible pregnant and breastfeeding women, infants and preschool children up to five (5) years of age.

FISCAL IMPLICATIONS: Accept and appropriate $3,361,889 in additional grant funds to the 2017 Adopted Operating Budget.
August 15, 2017

Katie Horst, Director of Intergovernmental Relations
County Executive's Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Ms. Horst:

I request the introduction of the enclosed Resolution to accept and appropriate 100% Federal and State grant funds in the amount of $3,361,889 passed through the New York State Department of Health to the Suffolk County Department of Health Services for the Women, Infants and Children (WIC) Program. The mission of the WIC Program is to improve the nutrition and health status of income eligible pregnant and breastfeeding women, infants and preschool children up to 5 years of age during critical periods of growth and development through the provision of nutritious foods, nutrition education plus linkages with health and human services.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Gary Amato at 4-0143. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is “Reso-HSV-PC WIC.docx.”

Sincerely,

[Signature]

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
Shaheda Iftikhar, MD, Director of Public Health
Sharon Oliver-Murthy, Nutritionist II
Susan Hodosky, Principal Financial Analyst
### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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</table>

### POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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</table>

### COMBINED

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<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FV TAX RATE PER $1000</th>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**NOTES:**

3. SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
RESOLUTION NO. - 2017, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS THROUGH GRANT FUNDS FROM NEW YORK STATE HIGHWAY SAFETY PROGRAM IN THE AMOUNT OF $61,782 FOR THE SUFFOLK COUNTY PEDESTRIAN SAFETY EDUCATION PLAN (“PSEP”) ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PUBLIC HEALTH AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Highway Safety Program has awarded Suffolk County federal funds under the PSEP program to be implemented by the Suffolk County Department of Health Services, Division of Patient Care; and

WHEREAS, the PSEP program will reduce pedestrian crashes by increasing awareness and providing education about traffic safety to the residents of Suffolk County. The initiatives will address the lack of knowledge about safety rules and the problem of distracted pedestrians and drivers; and

WHEREAS, this grant has a start date of 10/01/17 and ends on 09/30/18 in which the County will receive 100% grant funding in the amount of $61,782 for the PSEP Program; and

WHEREAS, said funds have not been included in the 2017 Operating Budget; and

WHEREAS, the PSEP grant includes funding for the Department of Health Services to continue the employment of five (5) positions total: three (3) Senior Public Health Educator (full-time), one (1) Supervisor Public Health Educator (full-time); one (1) Senior Clerk Typist (full-time); now, therefore be it

1st RESOLVED, the County Comptroller be and is hereby authorized to accept $61,782 and appropriate said grant funds as follows:

PSEP - $61,782

REVENUES

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>4520</td>
<td>4020</td>
<td>$61,782</td>
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</tbody>
</table>
ORGANIZATIONS

Suffolk County Department of Health Services
Pedestrian Safety Education Plan (PESP)
003-HSV-4520 $61,782

1000-PERSONNEL SERVICES: $14,604

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4520</td>
<td>1110</td>
<td>0000</td>
<td>Interim Salaries</td>
<td>$14,604</td>
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</table>

2000-EQUIPMENT: $900

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<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4520</td>
<td>2020</td>
<td>0000</td>
<td>Office Machines</td>
<td>$900</td>
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3000-SUPPLIES: $32,210

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<th>Fund</th>
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<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4520</td>
<td>3010</td>
<td>0000</td>
<td>Office Supplies</td>
<td>$2,490</td>
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<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4520</td>
<td>3100</td>
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<td>Instructional Supplies</td>
<td>$29,720</td>
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4000-CONTRACTUAL EXPENSES: $14,068

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<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4520</td>
<td>4330</td>
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<td>Travel Employee Contracts</td>
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<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4520</td>
<td>4560</td>
<td>0000</td>
<td>Fee For Service: Non-Employee</td>
<td>$13,800</td>
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</table>

and be it further

2nd RESOLVED, that the following positions be and they hereby are continued in the Department of Public Health and partially funded by the PSEP grant:

Department of Public Health

001-4501 GRANT POSITIONS

<table>
<thead>
<tr>
<th>Position No.</th>
<th>Spec #</th>
<th>Position Title</th>
<th>JC</th>
<th>Gr</th>
<th>No.</th>
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<tbody>
<tr>
<td>4501-0200-0044 2621</td>
<td>Senior Public Health Educator</td>
<td>C</td>
<td>22</td>
<td>1</td>
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<tr>
<td>4501-0300-0010 2621</td>
<td>Senior Public Health Educator</td>
<td>C</td>
<td>22</td>
<td>1</td>
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</tbody>
</table>
3rd 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

4th RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

5th 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# 49-2017
**STATEMENT OF FINANCIAL IMPACT**
**OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
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</thead>
<tbody>
<tr>
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</table>

2. Title of Proposed Legislation

Accepting and appropriating 100% Federal pass-through grant funds from New York State Highway Safety Program in the amount of $61,782 for the Pedestrian Safety Education Plan ("PSEP") 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% Federal pass-through grant funds from New York State Highway Safety Program in the amount of $61,782 for the Pedestrian Safety Education Plan ("PSEP") administered by the Suffolk County Department of Health Services, Division of Public Health.

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

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

<table>
<thead>
<tr>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>County</td>
</tr>
<tr>
<td>Town</td>
</tr>
<tr>
<td>Village</td>
</tr>
<tr>
<td>School District</td>
</tr>
<tr>
<td>Library District</td>
</tr>
<tr>
<td>Fire District</td>
</tr>
<tr>
<td>Economic Impact</td>
</tr>
<tr>
<td>Other (Specify):</td>
</tr>
</tbody>
</table>

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

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

   None

8. Proposed Source of Funding

   100% Federal grant funds passed through the New York State Department of Health

9. Timing of Impact

   2017-2018

10. Typed Name & Title of Preparer
    
    Susan Hodosky
    
    Principal Financial Analyst

11. Signature of Preparer
    
    [Signature]

12. Date
    
    8/14/19

13. Budget Examiner
    
    [Signature]

14. Date
    
    8/21/17

SCIN FORM 175b (10/95)
I. Background Information

1. Grant Title
   Pedestrian Safety Education Plan

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)

3. Grant / Contract Status (Check One Box)
   - A. New Program Application
   - B. Renewal Application
   - C. Supplemental (Specify)
   - D. Extension of Funding Period
   - E. Contract

4. General Purpose of Grant / Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
   The PSEP program will reduce pedestrian crashes by increasing awareness and providing education about traffic safety rules to the residents of Suffolk County. The initiatives will also address the problem of distracted pedestrians and drivers.

5. County Departments / Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.)
   NONE

II. BUDGET INFORMATION

1. Term of Contract
   From: 10/1/2017
   To: 9/30/2018

2. Financial Assistance Requested

<table>
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<tr>
<th>Source</th>
<th>First Funding Cycle</th>
<th>Second Funding Cycle</th>
<th>Third Funding Cycle</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
</tr>
<tr>
<td>Federal</td>
<td>$61,782.00</td>
<td>100.0%</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>$0.00</td>
<td>0.0%</td>
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<tr>
<td>Private</td>
<td>$0.00</td>
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<td></td>
</tr>
<tr>
<td>County</td>
<td>$0.00</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$61,782.00</td>
<td>100.0%</td>
<td></td>
</tr>
</tbody>
</table>
3. Explanation of Requested County Financial Assistance

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Requested</th>
<th>Personnel Costs Requested</th>
<th>Non-Personnel Costs Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL COUNTY SHARE</td>
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<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
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<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

4. Total Number of New Positions Requested

5. Can this program be refunded by the Proposed Non-County Sources?


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.)?

There will be a reduction in revenue and services.

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
<table>
<thead>
<tr>
<th>Category</th>
<th>Grantor Funds</th>
<th>County Funds</th>
<th>In-Kind Contribution</th>
<th>Remarks</th>
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</thead>
<tbody>
<tr>
<td>PERSONNAL SERVICES:</td>
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<td></td>
</tr>
<tr>
<td>1100 Permanent Salaries</td>
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<td></td>
</tr>
<tr>
<td>1110 Interim Salaries</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1120 Overtime Salaries</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1130 Temporary Salaries: no fringe</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>EQUIPMENT:</td>
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</tr>
<tr>
<td>2010 Furniture</td>
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<td></td>
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</tr>
<tr>
<td>2020 Office Machines</td>
<td></td>
<td>900.00</td>
<td></td>
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</tr>
<tr>
<td>2070 Cameras &amp; Photographic</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2080 Medical, Dental, Lab, Equip</td>
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<tr>
<td>2090 Radio and Communication</td>
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<tr>
<td>2460 New Computers</td>
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<tr>
<td>2500 Other Equip: Unclassified</td>
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<tr>
<td>SUPPLIES, MATERIALS, OTHER</td>
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<td>3010 Office Supplies</td>
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<td>3020 Postage</td>
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<tr>
<td>3040 Printing</td>
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<tr>
<td>3070 Memberships &amp; Subscrip.</td>
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<td>3110 Instructional Supplies</td>
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<td>3370 Medical, Dental, Lab Supp.</td>
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<td>3500 Other Unclassified</td>
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<tr>
<td>3510 Rent: Business Machines</td>
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<tr>
<td>3650 Rent: Buildings</td>
<td>0.00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>3680 Repairs, Special Equip</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>UTILITIES:</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>4010 Telephone &amp; Telegraph</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TRAVEL:</td>
<td>$268.00</td>
<td></td>
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<td>4330 Travel Employee Contracts</td>
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<tr>
<td>4340 Travel Other Contracts</td>
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</tr>
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<td>Category</td>
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<td>Appropriation Number County Funds</td>
<td>Appropriation Number In-Kind Contribution</td>
<td>Remarks</td>
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<td>FEES FOR SERVICES</td>
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<td>4210: Computer Services</td>
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<td>4330: Travel: Employee Contracts</td>
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<tr>
<td>4550: Fees for Services, Non-Employees</td>
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<td>Good Sam Hospital</td>
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<td>Suffolk Perinatal Coalition</td>
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<td>CONTRACTED SERVICES (List)</td>
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<td>4980 Contracted Agencies</td>
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<td></td>
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<td>EMPLOYEE BENEFITS</td>
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<td>8260: Retirement</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>8300: Insurance: Worker's</td>
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<td></td>
<td></td>
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<tr>
<td>Compensation</td>
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</tr>
<tr>
<td>8330: Social Security</td>
<td>0.00</td>
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<td>8360: Health Insurance</td>
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<td></td>
<td></td>
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<tr>
<td>8380: Dental Insurance</td>
<td>0.00</td>
<td></td>
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<td></td>
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<tr>
<td>OTHER (List Source &amp; Brief</td>
<td>$0.00</td>
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<td></td>
</tr>
<tr>
<td>Explanation)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I certify that the above in-kind contributions are not currently being used to support other Grants.

Signature of Project Director
June 13, 2017

Linda Mermelstein  
Chief Deputy Commissioner  
Suffolk County Dept of Health Services  
3500 Sunrise Highway, Ste 124  
PO Box 9006  
Great River, NY 11739-9006  

Re: HS1-2018-Suffolk Co Health-00190-(052)  
Suffolk County Pedestrian Safety Education Plan  
DMV01-C002368 3700393  
CFDA #: 20.616  
EFFECTIVE DATE: October 1, 2017

Dear Chief Deputy Commissioner Linda Mermelstein:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that the Suffolk County Dept of Health Services has been awarded $61,782 to participate in New York State’s Highway Safety Program. Our goal is to reduce the number of crashes, injuries and deaths on New York’s roads.

The enclosed contracts must be signed by your agency and returned to our office. Contracts will be effective only upon final approval by the New York State Office of the State Comptroller.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in New York State’s Highway Safety Program. I wish you success in your efforts. If you have any questions, please contact the Governor’s Traffic Safety Committee at (518) 474-5111.

Sincerely,

Charles R. DeWeese  
Assistant Commissioner

CRD:lz  
Enclosure  
cc: Evelyn Green
MEMORANDUM

To: Susan B. Hodosky  
Principal Financial Analyst

From: Gary Amato  
Accountant

Date: August 10, 2017

Subject: Request for Legislative Resolution—Pedestrian Safety Education Program

The Division of Public Health is requesting a legislative resolution to accept $61,782 in Federal funds for the Pedestrian Safety Education Program grant. The grant period is from 10/1/17 - 9/30/18. These funds are to be used to educate and increase pedestrian safety.
TITLE OF BILL: Accepting and appropriating 100% Federal pass-through grant funds from New York State Highway Safety Program in the amount of $61,782 for the Pedestrian Safety Education Plan ("PSEP") 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% Federal Grant funds passed through from the New York State Highway Safety Program for Pedestrian Safety Education Plan ("PSEP") administered by the Suffolk County Department of Health Services, Division of Public Health.

SUMMARY OF SPECIAL PROVISIONS: None

JUSTIFICATION: The PSEP program will reduce pedestrian crashes by increasing awareness and providing education about traffic safety to the residents of Suffolk County. The initiatives will address the lack of knowledge about safety rules and the problem of distracted pedestrians and drivers.

FISCAL IMPLICATIONS: Accept and appropriate $61,782 in additional grant funds to the 2017 Adopted Operating Budget.
August 15, 2017

Katie Horst, Director of Intergovernmental Relations
County Executive’s Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Ms. Horst:

I request the introduction of the enclosed Resolution to accept and appropriate 100% Federal pass-through grant funds from the New York State Highway Safety Program in the amount of $61,782 for the Pedestrian Safety Education Plan (“PSEP”) administered by the Suffolk County Department of Health Services, Division of Public Health. This program will reduce pedestrian crashes by increasing awareness and providing education about traffic safety rules to the residents of Suffolk County.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Gary Amato at 4-0143. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is “Reso-HSV-PSEP.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
   Shaheda Itikhar, MD, Director of Public Health
   Susan Hodosky, Principal Financial Analyst
### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### COMBINED

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**NOTES:**


3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.
RESOLUTION NO. - 2017, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS - THROUGH GRANT FUNDS FROM THE NYS DEPARTMENT OF HEALTH IN THE AMOUNT OF $104,705 FOR THE BEACH ACT 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 federal pass-through funds under the Beach Act Program to be implemented by the Suffolk County Department of Health Services, Division of Environmental Quality; and

WHEREAS, the Beach Act Program will provide funds to the Department of Health Services, Division of Environmental Quality to monitor recreational waters for the purpose of protecting bathers from potential exposure to pathogenic organisms through sample collection; and

WHEREAS, this grant has a start date of 10/01/17 and ends on 9/30/18 in which the County will receive 100% grant funding in the amount of $104,705 for the Beach Act Program; and

WHEREAS, said funds have not been included in the 2017 Operating Budget; now, therefore be it

1st RESOLVED, the County Comptroller be and hereby is authorized to accept $104,705 and appropriate said grant funds as follows:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>4420</td>
<td>4905</td>
<td>$104,705</td>
</tr>
</tbody>
</table>
ORGANIZATIONS

Suffolk County Department of Health
Services
Division of Environmental Quality
Beach Act Program
003-HSV-4420 $104,705

1000-PERSONNEL SERVICES: $64,053

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4420</td>
<td>1110</td>
<td>0000</td>
<td>Interim Salaries</td>
<td>$53,408</td>
</tr>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4420</td>
<td>1130</td>
<td>0000</td>
<td>Temporary Salary – No Fringe</td>
<td>$10,645</td>
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</table>

3000-SUPPLIES: $7,304

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<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4420</td>
<td>3370</td>
<td>0000</td>
<td>Medical, Dental &amp; Laboratory Supplies</td>
<td>$7,304</td>
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</table>

4000-CONTRACTUAL EXPENSES: $1,500

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<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
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<td>4340</td>
<td>0000</td>
<td>Travel: Other</td>
<td>$1,500</td>
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</table>

and be it further

Employee Benefits

8000-EMPLOYEE BENEFITS: $31,848

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<th>Object</th>
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<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4420</td>
<td>8330</td>
<td>0000</td>
<td>Social Security</td>
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<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4420</td>
<td>8280</td>
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<td>Retirement</td>
<td>$9,584</td>
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<td>8380</td>
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<td>Welfare Fund</td>
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<td>039</td>
<td>EMP</td>
<td>ODE</td>
<td>9060</td>
<td>8360</td>
<td>0000</td>
<td>Major Medical Claims</td>
<td>$15,574</td>
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</table>
Interfund Transfer to Employee Medical Health Plan $15,574

9000-INTERFUND TRANSFERS: $15,574

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
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<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4420</td>
<td>9550</td>
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<td>TR to FD 039 Self Hlth Ins</td>
<td>$15,574</td>
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</table>

and be it further

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

REVENUES

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
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<tr>
<td>039</td>
<td>IFT</td>
<td>E039</td>
<td>R003</td>
<td>$15,574</td>
</tr>
</tbody>
</table>

and be it further

3rd 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

4th RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

5th 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# 50-2017
1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
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</table>

Title of Proposed Legislation
Accepting and appropriating 100% Federal pass-through grant funds from the NYS Department of Health in the amount of $104,705 for the Beach Act 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% Federal grant funds for the Beach Act Program. This program will monitor recreational waters for the purpose of protecting bathers from potential exposure to pathogenic organisms through sample collection.

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

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

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
</tr>
<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
</tr>
</tbody>
</table>

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% Federal grant funds passed through the New York State Department of Health

9. Timing of Impact
2017 - 2018

10. Typed Name & Title of Preparer
**Susan Hodosky**
Principal Financial Analyst

11. Signature of Preparer

12. Date

SCIN FORM 175b (10/95)
COORDINATION OF GRANT APPLICATION OR CONTRACT
County of Suffolk

<table>
<thead>
<tr>
<th>Submitting Department / Agency</th>
<th>Location:</th>
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</thead>
<tbody>
<tr>
<td>Health Services</td>
<td>3500 Sunrise Hwy, Suite 124, Great River, NY 11739</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person in Department / Agency</th>
<th>Telephone Number</th>
<th>Grant Application Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gary Amato</td>
<td>854-0143</td>
<td>Year 4 of a 5 year grant contract</td>
</tr>
</tbody>
</table>

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
   Beach Act 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.)
   Monitor recreational waters for the purpose of protecting bathers from potential exposure to pathogenic organisms through regular sample collections.

5. County Departments / Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.)
   NONE

II. BUDGET INFORMATION

1. Term of Contract
   From: 10/1/2017    To: 9/30/2018

2. Financial Assistance Requested

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<th>Source</th>
<th>First Funding Cycle</th>
<th>Second Funding Cycle</th>
<th>Third Funding Cycle</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
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<td>Amount</td>
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<tr>
<td>Federal</td>
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<tr>
<td>Private</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>County</td>
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<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$104,705.00</td>
<td>100.0%</td>
<td></td>
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</tbody>
</table>
### 3. Explanation of Requested County Financial Assistance

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Requested</th>
<th>Personnel Costs Requested</th>
<th>Non-Personnel Costs Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL COUNTY SHARE</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

4. Total Number of New Positions Requested

NONE

5. Can This program be Refunded by the Proposed Non-County Sources?

Yes

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, layoff, etc.)?

The program revenue will be reduced causing a reduction in services.

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

<table>
<thead>
<tr>
<th>1. Intergovernmental Relations Division Review:</th>
<th>2. Signature of Coordinator</th>
<th>3. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disapproved</td>
<td></td>
<td></td>
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</tbody>
</table>

4. Comments

<table>
<thead>
<tr>
<th>5. Budget Office Review</th>
<th>6. Signature of Budget Director</th>
<th>7. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disapproved</td>
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<td></td>
</tr>
</tbody>
</table>

8. Comments
## GRANT BUDGET ANALYSIS

### COUNTY BUDGET YEAR 2017

<table>
<thead>
<tr>
<th>Category</th>
<th>Appropriation Number Grantor Funds</th>
<th>Appropriation Number County Funds</th>
<th>Appropriation Number In-Kind Contribution</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONAL SERVICES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1100 Permanent Salaries</td>
<td>$64,053.00</td>
<td>0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>1110 Interim Salaries</td>
<td>53,408.00</td>
<td></td>
<td>0.00</td>
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<tr>
<td>1120 Overtime Salaries</td>
<td>10,645.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1130 Temporary Salaries: no fringe</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>EQUIPMENT:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2010 Furniture</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>2020 Office Machines</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2070 Cameras &amp; Photographic</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2080 Medical, Dental, Lab, Equip</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2090 Radio and Communication</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2460 New Computers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2500 Other Equip: Unclassified</td>
<td></td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>SUPPLIES, MATERIALS, OTHER</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3010 Office Supplies</td>
<td>$7,304.00</td>
<td></td>
<td>$0.00</td>
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<tr>
<td>3020 Postage</td>
<td></td>
<td></td>
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<tr>
<td>3040 Printing</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3070 Memberships &amp; Subscr.</td>
<td></td>
<td></td>
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<tr>
<td>3100 Instructional Supplies</td>
<td></td>
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<tr>
<td>3160 Computer Software</td>
<td></td>
<td></td>
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<tr>
<td>3370 Medical, Dental, Lab Supp.</td>
<td>7,304.00</td>
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<tr>
<td>3500 Other Unclassified</td>
<td></td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>3510 Rent: Business Machines</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3650 Rent: Buildings</td>
<td></td>
<td></td>
<td>0.00</td>
<td></td>
</tr>
<tr>
<td>3680 Repairs, Special Equip</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>UTILITIES:</td>
<td></td>
<td></td>
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<tr>
<td>4010 Telephone &amp; Telegraph</td>
<td>$0.00</td>
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<td>$0.00</td>
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<tr>
<td>TRAVEL:</td>
<td></td>
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</tr>
<tr>
<td>4330 Travel Employee Contracts</td>
<td>$1,500.00</td>
<td></td>
<td>$0.00</td>
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</tr>
<tr>
<td>4340 Travel Other Contracts</td>
<td>1,500.00</td>
<td></td>
<td>0.00</td>
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</tr>
<tr>
<td>Category</td>
<td>Appropriation Number Grantor Funds</td>
<td>Appropriation Number County Funds</td>
<td>Appropriation Number In-Kind Contribution</td>
<td>Remarks</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>-----------------------------------</td>
<td>----------------------------------</td>
<td>-----------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>FEES FOR SERVICES:</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>4210: Computer Services</td>
<td>$0.00</td>
<td></td>
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<tr>
<td>4330: Travel: Employee Contracts</td>
<td>0.00</td>
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<td></td>
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<tr>
<td>4560: Fees for Services, Non-Employees</td>
<td>0.00</td>
<td></td>
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<tr>
<td>CONTRACTED SERVICES (List)</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
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<tr>
<td>4980 Contracted Agencies</td>
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<tr>
<td>EMPLOYEE BENEFITS:</td>
<td></td>
<td></td>
<td>$0.00</td>
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<tr>
<td>8280 Retirement</td>
<td>$31,848.00</td>
<td>9,584.00</td>
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<tr>
<td>8300 Insurance: Worker's Compensation</td>
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<tr>
<td>8330 Social Security</td>
<td>5,355.00</td>
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<tr>
<td>8350 Health Insurance</td>
<td>15,574.00</td>
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</tr>
<tr>
<td>8380 Dental Insurance</td>
<td>1,335.00</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>OTHER: (List Source &amp; Brief Explanation)</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

I certify that the above in-kind contributions are not currently being used to support other Grants.

[Signature of Project Director]
Date: Apr. 20, 2015
Contract #: C029644
Contractor: Suffolk County Department of Health
Contract Period: Oct. 01, 2014 - Sep. 30, 2019

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.

Claim for Payment (AC3253-S) forms can be obtained at the following web site: http://www.osc.state.ny.us/agencies/index.htm

In an effort to “GO GREEN”, your approved contract is being sent via this electronic submission. If you should desire an original approved contract, please send a reply to this e-mail stating the person and postal address for which you would like the original contract to be sent.

New York State
Department of Health
Bureau of Contracts
BOC.Contract.Approval@health.ny.gov
<table>
<thead>
<tr>
<th>STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STATE AGENCY (Name &amp; Address):</strong></td>
</tr>
<tr>
<td>NYS Department of Health</td>
</tr>
<tr>
<td>Bur. of Community Environmental Health &amp; Food</td>
</tr>
<tr>
<td>Protection</td>
</tr>
<tr>
<td>Empire State Plaza, Corning Tower Bldg., Room 1395</td>
</tr>
<tr>
<td>Albany, NY 12237</td>
</tr>
<tr>
<td><strong>BUSINESS UNIT/DEPT. ID: DOH01/3450000</strong></td>
</tr>
<tr>
<td><strong>CONTRACT NUMBER:</strong> C-029644</td>
</tr>
<tr>
<td><strong>CONTRACT TYPE:</strong></td>
</tr>
<tr>
<td>✓ Multi-Year Agreement</td>
</tr>
<tr>
<td>□ Simplified Renewal Agreement</td>
</tr>
<tr>
<td>□ Fixed Term Agreement</td>
</tr>
<tr>
<td><strong>CONTRACTOR SFS PAYEE NAME:</strong></td>
</tr>
<tr>
<td>Suffolk County Department of Health</td>
</tr>
<tr>
<td><strong>TRANSACTION TYPE:</strong></td>
</tr>
<tr>
<td>✓ New</td>
</tr>
<tr>
<td>□ Renewal</td>
</tr>
<tr>
<td>□ Amendment</td>
</tr>
<tr>
<td><strong>PROJECT NAME:</strong></td>
</tr>
<tr>
<td>Beach Act Program</td>
</tr>
<tr>
<td><strong>CONTRACTOR DOS INCORPORATED NAME:</strong></td>
</tr>
<tr>
<td><strong>AGENCY IDENTIFIER:</strong></td>
</tr>
<tr>
<td><strong>CONTRACTOR IDENTIFICATION NUMBERS:</strong></td>
</tr>
<tr>
<td>NYS Vendor ID Number: 1000000809</td>
</tr>
<tr>
<td>Federal Tax ID Number:</td>
</tr>
<tr>
<td>DUNS Number (if applicable):</td>
</tr>
<tr>
<td><strong>CFDA NUMBER (Federally Funded Grants Only):</strong></td>
</tr>
<tr>
<td>66.472</td>
</tr>
<tr>
<td><strong>CONTRACTOR PRIMARY MAILING ADDRESS:</strong></td>
</tr>
<tr>
<td>3500 Sunrise Highway</td>
</tr>
<tr>
<td>P.O. Box 9006</td>
</tr>
<tr>
<td>Great River, NY 11739-9006</td>
</tr>
<tr>
<td><strong>CONTRACTOR STATUS:</strong></td>
</tr>
<tr>
<td>□ For Profit</td>
</tr>
<tr>
<td>✓ Municipality, Code: 47-0100000</td>
</tr>
<tr>
<td>□ Tribal Nation</td>
</tr>
<tr>
<td>□ Individual</td>
</tr>
<tr>
<td>□ Not-for-Profit</td>
</tr>
<tr>
<td>Charities Registration Number:</td>
</tr>
<tr>
<td><strong>CONTRACTOR PAYMENT ADDRESS:</strong></td>
</tr>
<tr>
<td>□ Check if same as primary mailing address</td>
</tr>
<tr>
<td>Stephen H. Waide, Office Systems Analyst</td>
</tr>
<tr>
<td>100 Veterans Memorial Highway</td>
</tr>
<tr>
<td>Hauppauge, NY 11788</td>
</tr>
<tr>
<td><strong>CONTRACT MAILING ADDRESS:</strong></td>
</tr>
<tr>
<td>✓ Check if same as primary mailing address</td>
</tr>
<tr>
<td><strong>Exemption Status/Code:</strong></td>
</tr>
<tr>
<td>□ Sectarian Entity</td>
</tr>
</tbody>
</table>

Contract Number: # C-029644  
Page 1 of 2  
Master Grant Contract, Face Page
STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:
From: 10/01/2014 To: 09/30/2019

CURRENT CONTRACT PERIOD:
From: 10/01/2014 To: 09/30/2019

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: $ 585,735
AMENDED:

FUNDING SOURCE(S)
☐ State
☐ Federal
☑ Other

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

<table>
<thead>
<tr>
<th>#</th>
<th>CURRENT PERIOD</th>
<th>CURRENT AMOUNT</th>
<th>AMENDED PERIOD</th>
<th>AMENDED AMOUNT</th>
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<tbody>
<tr>
<td>1</td>
<td>10/01-9/30/15</td>
<td>$ 166,916</td>
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<tr>
<td>2</td>
<td>10/01-9/30/16</td>
<td>$ 104,705</td>
<td></td>
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<td>3</td>
<td>10/01-9/30/17</td>
<td>$ 104,705</td>
<td></td>
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<td>4</td>
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</tr>
<tr>
<td>5</td>
<td>10/01-9/30/19</td>
<td>$ 104,705</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ATTACHMENTS PART OF THIS AGREEMENT:
☑ Attachment A:
☑ A-1 Program Specific Terms and Conditions
☑ A-2 Federally Funded Grants

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

☑ Attachment C: Work Plan
☑ Attachment D: Payment and Reporting Schedule
☐ Other:
IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>STATE AGENCY:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NYS Department of Health</td>
</tr>
<tr>
<td>By:</td>
<td>Center for Environmental Health</td>
</tr>
<tr>
<td>Dennis M. Cohen</td>
<td>By: Michael J. Cambridge</td>
</tr>
<tr>
<td>Printed Name</td>
<td>Printed Name</td>
</tr>
<tr>
<td>Chief Deputy County Executive</td>
<td>Director, Division of Env Health</td>
</tr>
<tr>
<td>Date: 1/15/2015</td>
<td>Protection</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STATE OF NEW YORK</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Suffolk</td>
<td></td>
</tr>
<tr>
<td>On the 15 day of Jan 2015, 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, that he/she is the Chief Deputy County Executive of the County of Suffolk, 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.</td>
<td></td>
</tr>
<tr>
<td>(Notary)</td>
<td></td>
</tr>
<tr>
<td>Vivian R. Keys</td>
<td></td>
</tr>
<tr>
<td>NOTARY PUBLIC-STATE OF NEW YORK</td>
<td>My Commission Expires June 18, 2015</td>
</tr>
<tr>
<td>No DIKE6786764</td>
<td></td>
</tr>
<tr>
<td>Qualified in Suffolk County</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ATTORNEY GENERAL'S SIGNATURE</th>
<th>STATE COMPTROLLER'S SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Printed Name                    | Printed Name                        |
| Approved As to Form             |                                    |
| NYS Attorney General            |                                    |
| Title:                           | Title:                             |
| MAD 3 1 2015                    |                                    |
| Date:                            | Date:                              |

| Assistant Attorney General      |                                      |
|                                  |                                    |

Contract Number: # C0294414
Page 1 of 1, Master Contract for Grants Signature Page
To: James L. Tomarken, MD, MPH, MBA, MSW
Commissioner

From: Michael Jensen
Associate Public Health Sanitarian

Date: August 9, 2017

Subject: Request for Introductory Resolution for Beach Act Program, $104,705

I request an Introductory Resolution to appropriate funds for the Beach Act Program $104,705. The Beach Act Program budget is attached for reference.

Project Description:
The goal of the Beach Act Program is to monitor recreational waters for the purpose of protecting bathers from potential exposure to pathogenic organisms through sample collection. The location and frequency of testing are based upon risk factors. These risk factors include pollution threats such as outfalls, discharges and runoffs. Other factors include beach location, historical monitoring data and beach use. These factors will help to determine the frequency of testing.

Our overall objectives are to:
- Develop and implement improved methods of sample collection and analysis;
- Develop and implement improved procedures for public notification regarding beach water quality issues;
- Reduce the risk of disease and protect the overall health and safety of beach patrons.

cc: Susan Hodosky, Principal Financial Analyst
2017 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Accepting and appropriating 100% Federal pass-through grant funds from the NYS Department of Health in the amount of $104,705 for the Beach Act 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% Federal grant funds for the Beach Act Program. This program will monitor recreational waters for the purpose of protecting bathers from potential exposure to pathogenic organisms through sample collection.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: The US Environmental Protection Agency is providing funds to the Department of Health Services to monitor recreational waters for the purpose of protecting bathers from potential exposure to pathogenic organisms through sample collection.

FISCAL IMPLICATIONS: Accept and appropriate additional $104,705 in federal grant funds to the 2017 Adopted Operating Budget.
August 15, 2017

Katie Horst, Director of Intergovernmental Relations
County Executive’s Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Ms. Horst:

I request the introduction of the enclosed Resolution to accept and appropriate 100% Federal pass-through grant funds from the NYS Department of Health in the amount of $104,705 for the Beach Act Program administered by the Suffolk County Department of Health Services, Division of Environmental Quality. These funds will be used to support the testing of waters for the purpose of protecting bathers from potential exposure to pathogenic organisms through sample collection.

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 Gary Amato at 4-0143. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is “R eso-HSV-EQ Beach Act Grant.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
   Susan Hodosky, Principal Financial Analyst
# Financial Impact
## 2017 Property Tax Levy Cost to the Average Taxpayer

### General Fund

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Police District and District Court

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Combined

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Notes:
1. Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2015.
3. Source for equalization rates: 2015 County Equalization Rates established by the New York State Board of Equalization and Assessments.
RESOLUTION NO. - 2017, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS – THROUGH GRANT FUNDS FROM NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $353,379 FOR THE MATERNAL AND INFANT COMMUNITY HEALTH COLLABORATIVE (“MICHC”) ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PATIENT CARE AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Department of Health has awarded Suffolk County federal funds under the MICHC program to be implemented by the Suffolk County Department of Health Services, Division of Patient Care; and

WHEREAS, the MICHC program will provide collective support to improve the health of individuals, provide education to service providers, community groups and partners. It will also provide direct 1:1 assistance to help clients obtain and consistently utilize health insurance, primary care, family planning and other needed support services; and

WHEREAS, this grant has a start date of 10/01/17 and ends on 09/30/18 in which the County will receive 100% grant funding in the amount of $353,379 for the MICHC program; and

WHEREAS, said funds have not been included in the 2017 Operating Budget; and

WHEREAS, in accordance with the appropriation reductions made in the 2017 – 2018 New York State Aid to Localities enacted budget, the funding for the MICHC grant has been reduced by 20%. In accordance with local law Number 2-1997, this program shall not be reinstated unless such funding is approved by three quarters (3/4) of the entire membership of the County Legislature; now, therefore be it

1st RESOLVED, the County Comptroller be and is hereby authorized to accept $353,379 and appropriate said grant funds as follows:

MICHC - $353,379

REVENUES

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>4140</td>
<td>4413</td>
<td>$353,379</td>
</tr>
</tbody>
</table>
ORGANIZATIONS

Suffolk County Department of Health Services
Maternal and Infant Community Health Collaborative (MICHC)
003-HSV-4140 $353,379

1000-PERSONNEL SERVICES: $87,740

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4140</td>
<td>1110</td>
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<td>Interim Salaries</td>
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4000-CONTRACTUAL EXPENSES: $212,074

<table>
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<tr>
<th>Fund</th>
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<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4140</td>
<td>4330</td>
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<td>Travel Employee Contracts</td>
<td>$1,285</td>
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<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4140</td>
<td>4340</td>
<td>0000</td>
<td>Travel Other Contracts</td>
<td>$800</td>
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<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4140</td>
<td>4980</td>
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<td>Contracted Agencies</td>
<td>$209,989</td>
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</table>

Employee Benefits

8000-EMPLOYEE BENEFITS: $53,565

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4140</td>
<td>8330</td>
<td>0000</td>
<td>Social Security</td>
<td>$7,168</td>
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<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4140</td>
<td>8280</td>
<td>0000</td>
<td>Retirement</td>
<td>$16,116</td>
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<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4140</td>
<td>8380</td>
<td>0000</td>
<td>Welfare Fund</td>
<td>$1,905</td>
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<tr>
<td>039</td>
<td>EMP</td>
<td>ODE</td>
<td>9060</td>
<td>8360</td>
<td>0000</td>
<td>Major Medical Claims</td>
<td>$28,376</td>
</tr>
</tbody>
</table>

Interfund Transfer
Transfer to Employee Medical Health Plan
$28,376

9000-INTERFUND TRANSFERS: $28,376

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4140</td>
<td>9550</td>
<td>0000</td>
<td>TR to FD 039 Self Hlth Ins</td>
<td>$28,376</td>
</tr>
</tbody>
</table>

and be it further

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

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>039</td>
<td>IFT</td>
<td>E039</td>
<td>R003</td>
<td>$28,376</td>
</tr>
</tbody>
</table>

3rd 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

4th RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

5th 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# 51-2017
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

<table>
<thead>
<tr>
<th>1. Type of Legislation</th>
<th>Resolution X</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
</table>

2. Title of Proposed Legislation
Accepting and appropriating 100% Federal pass-through grant funds from New York State Department of Health in the amount of $353,379 for the Maternal and Infant Community Health Collaborative ("MICHC") administered by the Suffolk County Department of Health Services, Division of Patient Care and to execute grant related agreements.

3. Purpose of Proposed Legislation
This legislation is needed to accept and appropriate 100% Federal Grant funds passed through from the New York State Department of Health Services for Maternal and Infant Community Health Collaborative ("MICHC") administered by the Suffolk County Department of Health Services, Division of Patient Care.

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)

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
</tr>
<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
</tr>
</tbody>
</table>

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

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
None

8. Proposed Source of Funding
100% Federal grant funds passed through the New York State Department of Health

9. Timing of Impact
2017-2018

10. Typed Name & Title of Preparer
Susan Hodosky
Principal Financial Analyst

11. Signature of Preparer

12. Date
8/14/17

SCIN FORM 175b (10/95)

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
I. Background Information

1. Grant Title
   Maternal and Infant Community Health Collaboratives

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program)

3. Grant / Contract Status (Check One Box)
   A. New Program Application
   B. Renewal Application
   C. Supplemental (Specify)
   D. Extension of Funding Period
   E. Contract
   X

4. General Purpose of Grant / Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
   To improve and expand capacity and provide education to service providers, community groups and partners about women's health reflecting the life course model. Strategies and activities will be developed to promote positive change on an individual, organizational and community level.

5. County Departments / Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.)
   NONE

II. BUDGET INFORMATION

1. Term of Contract
   From: 10/1/2017 To: 9/30/2018

2. Financial Assistance Requested

<table>
<thead>
<tr>
<th>Source</th>
<th>First Funding Cycle</th>
<th>Second Funding Cycle</th>
<th>Third Funding Cycle</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
</tr>
<tr>
<td>Federal</td>
<td>$353,379.00</td>
<td>100.0%</td>
<td></td>
</tr>
<tr>
<td>State</td>
<td>$</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Private</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County</td>
<td>$0.00</td>
<td>0.0%</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$353,379.00</td>
<td>100.0%</td>
<td></td>
</tr>
</tbody>
</table>
3. Explanation of Requested County Financial Assistance

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Requested</th>
<th>Personnel Costs Requested</th>
<th>Non-Personnel Costs Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL COUNTY SHARE</td>
<td>$0.00</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

4. Total Number of New Positions Requested:

NONE

5. Can this program be refunded by the Proposed Non-County Sources?

Yes

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.)?

There will be a reduction in revenue and services.

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

SCIN FORM 164
<table>
<thead>
<tr>
<th>Category</th>
<th>Appropriation Number Grantor Funds</th>
<th>Appropriation Number County Funds</th>
<th>Appropriation Number In-Kind Contribution</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONAL SERVICES:</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>1110 Permanent Salaries</td>
<td>0.00</td>
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<tr>
<td>1110 Interim Salaries</td>
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<tr>
<td>1120 Overtime Salaries</td>
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<td></td>
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<tr>
<td>1130 Temporary Salaries: no fringe</td>
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<tr>
<td>EQUIPMENT:</td>
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<tr>
<td>2010 Furniture</td>
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<tr>
<td>2020 Office Machines</td>
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</tr>
<tr>
<td>2070 Cameras &amp; Photographic</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2080 Medical, Dental, Lab, Equip</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2090 Radio and Communication</td>
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<tr>
<td>2480 New Computers</td>
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</tr>
<tr>
<td>2500 Other Equip: Unclassified</td>
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</tr>
<tr>
<td>SUPPLIES, MATERIALS, OTHER</td>
<td>0.00</td>
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<td></td>
</tr>
<tr>
<td>3010 Office Supplies</td>
<td>0.00</td>
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<tr>
<td>3020 Postage</td>
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<tr>
<td>3040 Printing</td>
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<tr>
<td>3070 Memberships &amp; Subscript.</td>
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</tr>
<tr>
<td>3100 Instructional Supplies</td>
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<tr>
<td>3180 Computer Software</td>
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<td></td>
</tr>
<tr>
<td>3370 Medical, Dental, Lab Supp.</td>
<td>0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3500 Other Unclassified</td>
<td>0.00</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>3510 Rent: Business Machines</td>
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<tr>
<td>3650 Rent: Buildings</td>
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<tr>
<td>3680 Repairs, Special Equip</td>
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<tr>
<td>UTILITIES:</td>
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<tr>
<td>4010 Telephone &amp; Telegraph</td>
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<td>TRAVEL:</td>
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<tr>
<td>4330 Travel Employee Contracts</td>
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<tr>
<td>4340 Travel Other Contracts</td>
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</tr>
<tr>
<td>Category</td>
<td>Appropriation Number Grantor Funds</td>
<td>Appropriation Number County Funds</td>
<td>Appropriation Number In-Kind Contribution</td>
<td>Remarks</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-----------------------------------</td>
<td>----------------------------------</td>
<td>------------------------------------------</td>
<td>---------</td>
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<tr>
<td>FEES FOR SERVICES:</td>
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<tr>
<td>4210: Computer Services</td>
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<tr>
<td>4330: Travel Employee Contracts</td>
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<tr>
<td>4560: Fees for Services, Non-Employees</td>
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<td></td>
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<tr>
<td>Good Sam Hospital</td>
<td>209,989.00</td>
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<td></td>
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<tr>
<td>Suffolk Perinatal Coalition</td>
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<td></td>
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<tr>
<td>CONTRACTED SERVICES (List)</td>
<td>$0.00</td>
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<td></td>
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<tr>
<td>4960 Contracted Agencies</td>
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<td></td>
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<tr>
<td></td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EMPLOYEE BENEFITS:</td>
<td>$53,555.00</td>
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<tr>
<td>6280 Retirement</td>
<td>16,116.00</td>
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<td></td>
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<tr>
<td>6300 Insurance: Worker's Compensation</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>6330 Social Security</td>
<td>7,168.00</td>
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<tr>
<td>6350 Health Insurance</td>
<td>28,376.00</td>
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<tr>
<td>6380 Dental Insurance</td>
<td>1,905.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER: (List Source &amp; Brief Explanation)</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I certify that the above in-kind contributions are not currently being used to support other Grants.

Signature of Project Director
May 5, 2017

Ellen Higgins, LCSW-R, Medical Social Worker
Suffolk County Health Department
3500 Sunrise Highway, Bldg. 200 - Suite 124
Great River, NY 11739

Re: Contract # C028973
MICHC Program

Dear Ms. Higgins:

In accordance with the appropriation reductions made in the 2017-18 New York State Aid to Localities enacted budget, the Department must reduce contracts funded by these appropriations. In the 2017-18 enacted budget, a 20% reduction was applied to contracts funded under the Prenatal Care Assistance Program (PCAP) appropriation. In addition, state funding received from the WIC program to support MICHC contracts was eliminated as of 4/1/17, as a result of fiscal constraints on the nutrition program. Consequently, the above referenced contract must be reduced for the period October 1, 2017 to September 30, 2018 from $435,937 to $353,375, which is the last year of the current contract term.

To implement this reduction, the contract budget and workplan for the above referenced period must be amended. Revisions to your workplan must maintain core requirements of the Maternal and Infant Health Initiative RFA. At a minimum, Maternal and Infant Community Health Collaborative contractors must propose at least one specific strategy to address factors at the community/organizational level and at the individual/family level across the life course for each of the four performance standards. Please use the enclosed forms to submit a revised budget and workplan to your contract manager for review and initiation of a formal contract amendment.

The amended contract reflective of the reduction will need to be approved by the Office of the State Comptroller. Please submit the requested information no later than June 15, 2017 to dhf.boc.audit@health.ny.gov. Please use the following subject field naming convention: “MICHC C028973 Year 5 Rev Budget”.

In revising the contract budget, please be aware that the 2017-2018 Cost of Living Adjustment payment notification letters will be issued in June 2017. The COLA value is based on 8.24% of your State Fiscal Year 17/18 contract value.

You may contact me at (518) 473-4441 with any budget related questions or Kendall Dunham at (518) 474-1911 with any programmatic inquiries. Thank you for your attention to this matter.

Sincerely,

Valerie A. Ridgeway
Valerie A. Ridgeway, HPA
DFH, Bureau of Administration

Enclosure
cc: Kendall Dunham

Empire State Plaza, Corning Tower, Albany, NY 12237 | health.ny.gov
**Inter-Office Memo**

Date: August 9, 2017

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

From: Ellen Higgins, Project Coordinator, Division of Patient Care - Maternal and Infant Community Health Collaborative

Re: Request for Renewal Resolution for the Maternal and Infant Community Health Collaborative (MICHC) grant for SFY 10/1/17 - 9/30/18 in the amount of $353,379.00

We would like to request a Renewal Resolution to appropriate funds for the Maternal and Infant Community Health Collaborative (MICHC) in the amount of $353,379.00 for the 10/1/17-9/30/18 program year.

Project Description:

The MICHC project is a NYSDOH initiative designed to improve health outcomes for women ages 12-44 and their families, while reducing persistent racial/ethnic and economic disparities. The primary goals of the MICHC project are to improve key outcomes related to preterm births, low birth weights, infant mortality and maternal mortality, reduce associated disparities and to maximize the use of public health resources.

The MICHC project is a three part initiative that works to:

- Influence the organizations and institutions that collectively support or improve the health of individuals and populations
- Form meaningful partnerships to plan, develop and implement collaborative community and system level solutions.
- Provide direct 1:1 assistance to help clients obtain and consistently utilize health insurance, primary care, family planning and other needed support services. The MICHC project has developed a home-visiting case-management program that utilizes a team of Community Health Workers who provide women of child-bearing age and their families with individualized social support to encourage and reinforce health promoting behaviors, provide home-visiting client centered services, peer education, risk assessments, preventive screenings and goal setting strategies.

Maternal and Infant Community Health Collaborative
4 Udall Road
West Islip, NY 11795
(631)854-4023  Fax (631)854-4027
2017 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Accepting and appropriating 100% Federal pass-through grant funds from New York State Department of Health in the amount of $353,379 for the Maternal and Infant Community Health Collaborative ("MICHC") administered by the Suffolk County Department of Health Services, Division of Patient Care and to execute grant related agreements.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% Federal Grant funds passed through from the New York State Department of Health Services for Maternal and Infant Community Health Collaborative ("MICHC") administered by the Suffolk County Department of Health Services, Division of Patient Care.

SUMMARY OF SPECIAL PROVISIONS: None

JUSTIFICATION: The MICHC program will provide collective support to improve the health of individuals, provide education to service providers, community groups and partners. It will also provide direct 1:1 assistance to help clients obtain and consistently utilize health insurance, primary care, family planning and other needed support services.

FISCAL IMPLICATIONS: Accept and appropriate $353,379 in additional grant funds to the 2017 Adopted Operating Budget.
August 14, 2017

Katie Horst, Director of Intergovernmental Relations
County Executive’s Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Ms. Horst:

I request the introduction of the enclosed Resolution to accept and appropriate 100% Federal grant funds passed through the New York State Department of Health to the Suffolk County Department of Health Services for the Maternal and Infant Community Health Collaborative. This program is to improve and provide education to service providers, community groups, and partners, and develop strategies and activities to promote positive healthy changes on an individual, organizational and community level.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Gary Amato at 4-0143. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is “Reso-HSV-PC MICH.C.docx.”

Sincerely,

[Signature]
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
   Shaheda Iftikhar, MD, Director of Public Health
   Susan Hodosky, Principal Financial Analyst
RESOLUTION NO. 2017, TO REAPPOINT MEMBER OF SUFFOLK COUNTY YOUTH BOARD COORDINATING COUNCIL REPRESENTING LEGISLATIVE DISTRICT NO. 2 (LONDON ROSIERE)

WHEREAS, Section A3-5(E)(1) of the SUFFOLK COUNTY ADMINISTRATIVE CODE provides for the appointment members of the Suffolk County Youth Board Coordinating Council, including eighteen members representing each of the County's Legislative District; and

WHEREAS, the term of office of London Rosiere expired on August 18, 2017; therefore be it

1st RESOLVED, that, London Rosiere, currently residing in Montauk, NY, is hereby reappointed as a member of the Suffolk County Youth Coordinating Council to represent the 2nd Legislative District on the Suffolk County Youth Board for a term expiring on August 18, 2020 in accordance with Section A3-5(E)(3); and it be 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:

________________________________________
County Executive of Suffolk County

Date:
London Rosiere  
Philanthropist, Dancer, Athletic Trainer

Montauk, NY 11954  
(646)

EXPERIENCE

**Camp Soulgrow, Montauk, NY — Founder & Head Kid**  
July 2014 - PRESENT

Camp SoulGrow is a 501(c)(3): a no-fee, donation-funded, volunteer-run workshop camp offering creative learning experiences and adventures for all kids throughout Eastern Long Island. Camp SoulGrow inspires children to develop the confidence to follow their dreams by utilizing community artists and local businesses as their mentors.

**London Rosiere Personal Training, Montauk, NY (Formerly Los Angeles, CA) — Founder & Director**  
2008 - PRESENT

**Torn by Ronny Kobo, New York City, NY — Marketing & Public Relations Manager**  
September 2011 - April 2013

Created line sheets, look books, press kits, marketing and sales tools. Produced photo shoots monthly. Handled all photo editing and illustrating. Updated company website, blog, and social media outlets. Created editorial pitches for top magazines. Created sales and inventory reports.

**Lizzie Grubman Public Relations and Management, New York City, NY — Public Relations Executive Assistant**  
April 2011 – September 2011


**Television & Film Work— New York City, NY — Various; Upon Request**

AWARDS & ACCOMPLISHMENTS

2016 Recipient of The Gilbert Tilles Award from the Association of Fundraising Professionals of Long Island

2015 “Humanitarian of the Year” Award from NY Strength of New York City

Kiwanis Club of East Hampton member

15-time Marathon Finisher since 2008.

VOLUNTEER WORK

**Charity: Water — New York City, NY**

**Watoto Wa Baraka Orphanage — Kenya, Africa**

**The Ronald McDonald House — New York City, NY; New Orleans, LA; Los Angeles, CA**
### Statement of Financial Impact

**Type of Legislation**

- Resolution [X]
- Local Law
- Charter Law

**Title of Proposed Legislation**

TO REAPPOINT MEMBER OF SUFFOLK COUNTY YOUTH BOARD COORDINATING COUNCIL REPRESENTING LEGISLATIVE DISTRICT NO.2 (LONDON ROSIERE)

**Purpose of Resolution:** Same as above

**Will the Proposed Legislation Have a Fiscal Impact?**

- Yes [X]  
- No

**If the answer to item 4 is "yes", on what will it impact?**

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<tbody>
<tr>
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<tr>
<td>Town</td>
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<tr>
<td>Economic Impact</td>
</tr>
<tr>
<td>Village</td>
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<tr>
<td>School District</td>
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<tr>
<td>Other (Specify): Community College</td>
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<tr>
<td>Library District</td>
</tr>
<tr>
<td>Fire District</td>
</tr>
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</table>

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

**No Impact**

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

N/A

**Proposed Source of Funding**

N/A

**Timing of Impact**

**Upon Approval**

**Typed Name & Title of Preparer**

Suzanne Martin  
PR. BUDGET EXAMINER

**Signature of Preparer**

Suzanne Martin

**Date**

8-24-17

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Page 1 of 2
## General Fund

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<th>2017 Cost to Avg Taxpayer</th>
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## Police District and District Court

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## Combined

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### Notes:
1. Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2015.

To be completed by the Executive Budget Office
RESOLUTION NO. -2017, SUB-NAMING THE SUFFOLK COUNTY LILY POND PRESERVE AS "THE DIANE SPITZ MEMORIAL PRESERVE"

WHEREAS, Suffolk County has been proactive in acquiring and protecting ecologically significant lands; and

WHEREAS, Suffolk County is home to a wide range of topography, with accompanying ecosystems that are either saltwater or freshwater dependent; and

WHEREAS, the 90 acres associated with freshwater wetland and old growth forest known as Suffolk County Lily Pond Preserve, is one of the only protected locations in Suffolk County that preserves recognized Native American meeting grounds; and

WHEREAS, Diane Spitz, a resident of Nesconset, as an individual and as a long-time member of the Four Harbors Audubon Society, dedicated her life to the preservation, upkeep and improvement of the Lily Pond Preserve and the wooded and waterway areas of the Commerdinger Property; and

WHEREAS, all residents of Suffolk County benefited from Diane Spitz’ tireless work; she cleared debris, maintained trails, led bird walks and guided scouts on these preserved properties, and she worked with County officials to prevent damage and destruction to a genuinely unique habitat, proximate to Lake Ronkonkoma, the largest Kettle Hole Lake on Long island and a critical stop on the migratory bird eastern seabird route; and

WHEREAS, Ms. Spitz suffered a debilitating illness and tragically passed away in 2016, leaving behind a legacy of public service, a commitment to others, a genuine and deep seated will to protect natural habitats from development and degradation, and in particular, to acknowledge the importance of maintaining a habitat for all wildlife, especially birds; and

WHEREAS, this Legislature wishes to recognized the important contributions Diane Spitz made to our community during her lifetime; now, therefore, be it

1st RESOLVED, that the Lily Pond Preserve, its trails, woodlands and waterways shall be sub-named as "The Diane Spitz Memorial Preserve"; and be it further

2nd RESOLVED, that the Department of Parks, Recreation, Conservation is hereby authorized, empowered and directed to install appropriate signage to reflect this naming; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of 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-Diane Spitz Memorial Preserve
RESOLUTION NO. 2017, TO NAME CERTAIN LAND IN
HAUPPAUGE, TOWN OF SMITHTOWN, THE “HERMAN H.
AND LILLIAN HARRIES SWEETWATER FARM PRESERVE”

WHEREAS, the hamlet of Hauppauge sits at the southernmost boundary of the
township of Smithtown and the northernmost boundary of the township of Islip; and

WHEREAS, according to local historians, Hauppauge has retained its original
Native American name, bestowed by the Nissequogue tribe, which in translation means the land
of Sweet Waters; and

WHEREAS, more recently a portion of this historically and environmentally
sensitive community came to be known as Sweetwater Farm, having been acquired by Herman
H. and Lillian Harries; and

WHEREAS, Resolution 342-2017 authorized the County’s acquisition of this
environmentally sensitive and historically significant land, comprising 6.6 acres (Suffolk County
Tax Map Nos. 0800-154.00-05.00-015.000 and 0800-154.00-05.00-016.000) from the Harries’
daughter, Janice Brandt; and

WHEREAS, in a true act of generosity, Ms. Brandt, has agreed to the terms of
sale with Suffolk County, which will protect in perpetuity, a significant area of the land that our
forefathers called “Sweet Waters”; and

WHEREAS, it is within the power of the Suffolk County Legislature to recognize
the history of this land and to acknowledge and honor the land’s former owners; now, therefore
be it

1st RESOLVED, that the property described herein shall now, is hereby named and
shall forever be known as the:

Herman H. and Lillian Harries' Sweetwater Farm Preserve

and be it further

2nd RESOLVED, that the Department of Parks, Recreation and Conservation and the
Department of Public Works are hereby authorized, empowered and directed to install
appropriate signage on the subject property to reflect this naming; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review
Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II
action pursuant to Section 617.5(c)(20), (21) and (27) of 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\sweetwater-farm-preserve
RESOLUTION NO.  2017, APPROPRIATING FUNDS FOR
THE PURCHASE OF EQUIPMENT FOR GROUNDWATER
MONITORING AND WELL DRILLING (CP 8226) AND
APPROVING THE PURCHASE OF A REPLACEMENT VEHICLE
IN ACCORDANCE WITH SECTION (B)(8) OF THE SUFFOLK
COUNTY CODE AND IN ACCORDANCE WITH THE COUNTY
VEHICLE STANDARD LAW

WHEREAS, the Commissioner of Health Services has requested funds for the
purchase of Equipment for Groundwater Monitoring and Well Drilling; and

WHEREAS, the equipment will be used to drill wells and conduct groundwater
research to protect Suffolk County's sole-source aquifer; and

WHEREAS, the equipment request includes funds to replace a 2006 Chevy
Silverado utility truck (Fleet #29483) used for well drilling activities; and

WHEREAS, Local Law 20-2003 requires that no vehicle shall be purchased or
leased unless "explicit approval for the acquisition of such vehicles, via lease or purchase, has
been granted via duly enacted Resolution of the Suffolk County Legislature"; and

WHEREAS, there are sufficient funds within the 2017 Adopted Capital Budget
and Program to cover the cost of said request under Capital Program Number 8226; 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, amortizing the bonds over the period of probable usefulness ("PPU")
of the purchase of equipment for groundwater monitoring and well drilling may be fiscally
beneficial as compared to including the items in the weighted average maturity ("WAM")
determined for a typical bond issue; and

WHEREAS, the County Legislature, by resolution of even date herewith, has
authorized the issuance of $185,000 in Suffolk County Serial Bonds; now, therefore be it

1st
RESOLVED, that this Legislature, being the lead agency under the State
Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8,
hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5
(C), (25) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), Purchase
or sale of furnishings, equipment or supplies, including surplus government property, other than
the following: land, radioactive material, pesticides, herbicides, or other hazardous materials;
Adoption of regulations, policies, procedures and local legislative decisions in connection with
any action on this list; and the Legislature has no further responsibilities under SEQRA; and be
it further
2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty (60) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 and as amended by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the Department of Health Services is hereby authorized to replace a 2006 Chevy Silverado utility truck 29483; and be it further

4th RESOLVED, that if it is determined to be fiscally beneficial, the equipment for groundwater monitoring and well drilling will be financed utilizing the PPU of the equipment; and be it further

5th RESOLVED, that the proceeds of $185,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

<table>
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<tr>
<th>Project Number</th>
<th>J.C.</th>
<th>Project Title</th>
<th>Amount</th>
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<tr>
<td>525-CAP-8226.530</td>
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<td>Purchase of Equipment for Groundwater Monitoring and Well Drilling</td>
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(Dated:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:)
1. Type of Legislation

Resolution  X  Local Law    Charter Law

2. Title of Proposed Legislation

RESOLUTION NO. 2017, APPROPRIATING FUNDS FOR THE PURCHASE OF EQUIPMENT FOR GROUNDWATER MONITORING AND WELL DRILLING (CP 8226) AND APPROVING THE PURCHASE OF A REPLACEMENT VEHICLE IN ACCORDANCE WITH SECTION (B)(6) OF THE SUFFOLK COUNTY CODE AND IN ACCORDANCE WITH THE COUNTY VEHICLE STANDARD LAW

3. Purpose of Proposed Legislation

See above.

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

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

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

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

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

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2018 AND DEBT SERVICE WILL COMMENCE SPRING 2019. THERE IS NO FISCAL IMPACT IN 2017 AND 2018. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2019 OPERATING BUDGET. ATTACHED 2019 CAT BASED ON 2017 DATA.

10. Typed Name & Title of Preparer
    Nicholas Paglia
    Chief Budget Examiner

11. Signature of Preparer

12. Date
    August 23, 2017

SCIN FORM 175b (10/95)
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## POLICE DISTRICT AND DISTRICT COURT

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### NOTES:


3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.
## FINANCIAL IMPACT
### 2017 PROPERTY TAX LEVY
### COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

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**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office
### GENERAL FUND

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**NOTES:**
3. SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
MEMORANDUM

TO:       Susan B Hodosky, Principal Financial Analyst  
          Budget/Purchasing

FROM:    Walter Dawydiak, PE [ə]  
          Director – Division of Environmental Quality

DATE:    January 19, 2017

SUBJECT: Capital Project Request – Well Drilling Equipment  
          2017 - CP 8226 -- $185,000

The Division of Environmental Quality’s Office of Water Resources is requesting an appropriation, under  
CP 8226, of $185,000 to replace a variety of necessary and vital equipment. This includes the 2006 Chevy  
Silverado utility body truck, the replacement of a 1979 16 foot utility boat, motor and trailer, the  
replacement of drill augers, rods, sampling pumps and logging, GPS, survey equipment.

a) The replacement of the 2006 Chevy Silverado utility body truck fleet number 29483 with mileage of  
105,499. A newer truck would enable staff to support drilling activities safely and effectively.  
Replacement cost is approximately $75,000. The Office of Water Resources (OWR) has verified this  
cost estimate and has determined that it is appropriate to outfit this vehicle. This is a specialty vehicle  
and is necessary to support the CME-95 drilling rig. This vehicle carries various equipment,  
including: tooling, bentonite, well covers, gravel packs, bolts, and a lift gate to transport barrels of  
drill cuttings generated during drilling operations and purged water collected during sampling  
operations.

b) The replacement of a 1979 16 foot utility boat, motor and trailer. The boat is used to collect pore  
water samples from adjacent shorelines impacted by pesticide and herbicide use. Replacement cost is  
approximately $40,000. OWR has confirmed that the estimate is appropriate to outfit this item. This  
utility boat is necessary to support the NYSDEC’s pesticide monitoring program under which the  
county receives up to $250,000/year in reimbursements.
c) Replacement of drill augers, rods, sampling pumps and logging, GPS, survey equipment is vital to keep sampling and drilling safe and effective. Replacement costs approximately $70,000.

C: Christina Capobianco, CPA - Deputy Commissioner
   Barbara Marano, CPA
   Douglas Feldman, PE
   Ronald Paulsen, Associate Hydrogeologist
TITLE OF BILL: Appropriating funds for the purchase of equipment for Groundwater Monitoring and Well Drilling (CP 8226) and approving the purchase of a replacement vehicle in accordance with Section (B)(6) of the Suffolk County Code and in accordance with the County Vehicle Standard Law.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is to purchase equipment needed to drill wells and conduct groundwater monitoring and research to protect Suffolk County’s vital drinking water supply and surface water resources. This Resolution also seeks approval to purchase one replacement vehicle, used for well drilling activities.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: This equipment and replacement vehicle are needed to continue groundwater research and well drilling activities used to protect the County’s drinking water supply.

FISCAL IMPLICATIONS: $185,000 in Serial bonds and all related debt service.
July 7, 2017

Katie Horst, Director of Intergovernmental Relations
County Executive’s Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Ms. Horst:

I request the introduction of the enclosed Resolution to appropriate funds for the purchase of equipment for Groundwater Monitoring and Well Drilling (CP 8226) and approving the purchase of a replacement vehicle in accordance with Section (B)(6) of the Suffolk County Code and in accordance with the County Vehicle Standard Law. This program ensures the protection of Suffolk County’s vital drinking water supply and surface water resources.

I have enclosed the financial impact statement and other materials for this Resolution. If you have any questions on the enclosed, please call Walter Dawydiak at 2-5800. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is “Reso-HSV-CP 8226 Well Drilling.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
Walter Dawydiak, P.E., Acting Director, Division of Environmental Quality
Susan Hodosky, Principal Financial Analyst
RESOLUTION NO. - 2017, AUTHORIZING THE
ACQUISITION OF LAND UNDER THE NEW ENHANCED
SUFFOLK COUNTY DRINKING WATER PROTECTION
PROGRAM 2014 REFERENDUM - LAND PURCHASES FOR
OPEN SPACE PRESERVATION (CP 8732.210) - FOR THE
TAPPER, WINTER AND CHALOM PROPERTY - FORGE
RIVER WATERSHED ADDITION (TOWN OF BROOKHAVEN
-SCTM#0200-787.00-08.00-008.000)

WHEREAS, Local Law No. 31-2014, a Charter Law Amending the 14% Suffolk
County Drinking Water Protection Program (DWPP) for Enhanced Water Quality Protection,
Wastewater Infrastructure and General Fund Property Tax Relief for Suffolk County, created the
2014 Enhanced Suffolk County Water Quality Protection Program, codified in Suffolk County
Charter Article XII A; and

WHEREAS, in November of 2014, two-thirds of Suffolk County voters approved
Proposition No. 5-2014, enacting the provisions of Resolution No. 579-2014. Local Law No. 31-
2014, “A Charter Law Amending the 14% Suffolk County Drinking Water Protection Program
(DWPP) for Enhanced Water Quality Protection, Wastewater Infrastructure and General
Property Fund Tax Relief for Suffolk County.” This Proposition recognized the essential nature
of the Drinking Water Protection Program to the well-being of the County’s drinking water supply
and required $29.4 million in serial bonds be issued through the Capital Program for water
quality protection program projects; and

WHEREAS, the 2016 Adopted Capital Budget contains three water quality
protection 2014 Referendum capital projects totaling $29.4 million; CP 8732 for land purchases
($20.0 million), CP 8733 for water quality projects ($4.7 million), CP 8734 for sewer
improvement projects ($4.7 million); and

WHEREAS, this capital project provides $20 million in serial bond funding for the
acquisition by the County, by fee, lease or easement, of interests in land associated with the
Suffolk County Drinking Water Protection Program; and

WHEREAS, Resolution Nos. 621-2004 and 466-2016 authorized
planning/appraisal steps and Procedural Motion No. 18-2016 authorized 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 his 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 form 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 Enhanced Suffolk County Drinking Water Protection Program, effective as of June 14, 2016, Open Space component, for a total purchase price of Twenty Thousand Dollars ($20,000), 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:

<table>
<thead>
<tr>
<th>PARCEL</th>
<th>SUFFOLK COUNTY TAX MAP NUMBER</th>
<th>ACRES</th>
<th>REPUTED OWNER AND ADDRESS</th>
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<td>No. 1</td>
<td>District 0200</td>
<td>0.27+</td>
<td>Rita Tapper, Sherry Winter and Russell Chalom c/o James Marmon, Esq. 660 White Plains Road, Suite 615 Tarrytown, NY 10591</td>
</tr>
</tbody>
</table>

; and, be it further

2nd

RESOLVED, that the Director of Real Estate and/or his 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 Enhanced Suffolk County Drinking Water Protection Program, effective June 14, 2016, Section C12A-2(B)(1) of the SUFFOLK COUNTY CHARTER, for the County’s purchase price of Twenty Thousand Dollars ($20,000), subject to a final survey; and, be it further

3rd

RESOLVED, that the County Comptroller is hereby authorized to reserve and to pay $20,000, subject to a final survey, from previously appropriated funds in capital project 525-CAP-8732.210 for the New Enhanced Suffolk County Drinking Water Protection Program, 2014 Referendum, effective as of June 14, 2016, pursuant to the new Article XII A of the SUFFOLK COUNTY CHARTER, Section C12A-2(B)(1); and, be it further

4th

RESOLVED, that the Director of Real Estate and/or his designee; the Division of Planning and Environment; 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 the acquisition of such parcel(s) meets the following criteria as required under Section C12-2(B)(1) of the SUFFOLK COUNTY CHARTER:

b.) lands within the watershed of the 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

1. Type of Legislation

Resolution  X    Local Law  _    Charter Law  _

2. Title of Proposed Legislation

RESOLUTION NO. - 2017, AUTHORIZING THE
ACQUISITION OF LAND UNDER THE NEW ENHANCED
SUFFOLK COUNTY DRINKING WATER PROTECTION
PROGRAM 2014 REFERENDUM - LAND PURCHASES FOR
OPEN SPACE PRESERVATION (CP 8732.210) - FOR THE
TAPPER, WINTER AND CHALOM PROPERTY - FORGE
RIVER WATERSHED ADDITION (TOWN OF BROOKHAVEN
- SCTM#0200-787.00-08.00-008.000)

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

SUFFOLK COUNTY SERIAL BONDS PER LOCAL LAW 31-2014, a Charter Law Amending the 1/2%
Suffolk County Drinking Water Protection Program (DWPP) for Enhanced Water Quality
Protection, Wastewater Infrastructure and General Fund Property Tax Relief for Suffolk County,
created the 2014 Enhanced Suffolk County Water Quality Protection Program, codified in
Suffolk County Charter Article XII.A.

9. Timing of Impact

Upon adoption. Funding authorized under previously appropriated resolution 466-2016 and
bond resolution 467-2016.

10. Typed Name & Title of Preparer
Nicholas Paglia
Chief Budget Examiner

11. Signature of Preparer

12. Date
August 28, 2017

SCIN FORM 175b (10/95)
## FINANCIAL IMPACT
### 2017 PROPERTY TAX LEVY
#### COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

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### POLICE DISTRICT AND DISTRICT COURT

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### COMBINED

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</table>

### NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
July 17, 2017

Ms. Katie Horst
Intergovernmental Relations
H. Lee Dennison Building - 12th Floor
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Ms. Horst:

Attached for your review and consideration is an Introductory Resolution to authorize the acquisition of the Tapper, Winter and Chalom property (Forge River Watershed Addition), in the Town of Brookhaven, under the New Enhanced Suffolk County Drinking Water Protection Program. The purchase price is $20,000.00 for 0.27± acres.

Please contact me if you require any additional information.

Sincerely,

Jason Smagin
Acting Director of Real Estate

JS:pd
Att.
CC: Theresa Ward, Deputy County Executive & Commissioner, Dept. of Economic Development and Planning (email)
Sarah Lansdale, Director, Division of Planning & Environment (email)
Robert Braun, Deputy Bureau Chief, Municipal Law, Real Estate-Condensation (email)
Janet M. Longo, Acquisition Supervisor, Real Property Acquisition & Mgmt.
Lauretta Fischer, Chief Environmental Analyst, Division of Planning (email)
Phyllis J. Benincasa, Acquisition Agent
CE Reso Review (e-mail copy only)
TITLE OF BILL:
RESOLUTION AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW ENHANCED SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM 2014 REFERENDUM – LAND PURCHASES FOR OPEN SPACE PRESERVATION (CP 8732.210) – FOR THE TAPPER, WINTER AND CHALOM PROPERTY – FORGE RIVER WATERSHED ADDITION – TOWN OF BROOKHAVEN- SCTM# 0200-787.00-08.00-008.000

PURPOSE OR GENERAL IDEA OF BILL:
PURCHASE OF LAND FOR OPEN SPACE PRESERVATION

SUMMARY OR SPECIFIC PROVISIONS:
PLANNING STEPS RESOLUTION 621-2004 AND 466-2016 AUTHORIZED PLANNING/APPRaisal STEPS.

JUSTIFICATION:
FUNDING AVAILABLE IN CP 8732.210

FISCAL IMPLICATIONS:
N/A
RESOLUTION NO. - 2017

AUTHORIZING THE
ACQUISITION OF LAND UNDER THE NEW ENHANCED
SUFFOLK COUNTY DRINKING WATER PROTECTION
PROGRAM 2014 REFERENDUM - LAND PURCHASES FOR
OPEN SPACE PRESERVATION (CP 8732.210) - FOR THE
BELZAK PROPERTY - TUTHILL CREEK WATERSHED (TOWN
OF BROOKHAVEN - SCTM'S# 0200-975.20-03.00-051.000,
0204-003.00-01.00-005.000, 0204-003.00-01.00-006.000, 0204-
003.00-01.00-008.000, 0204-003.00-01.00-014.000, 0204-003.00-
01.00-016.000, 0204-003.00-01.00-019.000 & 0204-003.00-01.00-
023.000)

WHEREAS, Local Law No. 31-2014, a Charter Law Amending the ¾% Suffolk County Drinking Water Protection Program (DWPP) for Enhanced Water Quality Protection, Wastewater Infrastructure and General Fund Property Tax Relief for Suffolk County, created the 2014 Enhanced Suffolk County Water Quality Protection Program, codified in Suffolk County Charter Article XII; and

WHEREAS, in November of 2014, two-thirds of Suffolk County voters approved Proposition No. 5-2014, enacting the provisions of Resolution No. 579-2014. Local Law No. 31-2014, "A Charter Law Amending the ¾% Suffolk County Drinking Water Protection Program (DWPP) for Enhanced Water Quality Protection, Wastewater Infrastructure and General Property Fund Tax Relief for Suffolk County." This Proposition recognized the essential nature of the Drinking Water Protection Program to the well-being of the County’s drinking water supply and required $29.4 million in serial bonds be issued through the Capital Program for water quality protection program projects; and

WHEREAS, the 2016 Adopted Capital Budget contains three water quality protection 2014 Referendum capital projects totaling $29.4 million; CP 8732 for land purchases ($20.0 million), CP 8733 for water quality projects ($4.7 million), CP 8734 for sewer improvement projects ($4.7 million); and

WHEREAS, this capital project provides $20 million in serial bond funding for the acquisition by the County, by fee, lease or easement, of interests in land associated with the Suffolk County Drinking Water Protection Program; and

WHEREAS, Resolution No.877-2005 authorized planning/appraisal steps and Procedural Motion No. 18-2016 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 his 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 form 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 Enhanced Suffolk County Drinking Water Protection Program, effective as of June 14, 2016, Open Space component, for a total purchase price of Forty Six Thousand One Hundred Ninety Dollars ($46,190+), at Thirty One Thousand Dollars ($31,000) per acre, for 1.49± acres, subject to a final survey; and hereby authorizes additional expenses, which shall include, but not be limited to, the cost of surveys, appraisals, environmental audits, title reports and insurance, and tax adjustments:

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<th>PARCEL:</th>
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No. 7
District 0204
Section 003.00
Block 01.00
Lot 019.000

No. 8
District 0204
Section 003.00
Block 01.00
Lot 023.000

; and be it further

2nd RESOLVED, that the Director of Real Estate and/or his 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 Enhanced Suffolk County Drinking Water Protection Program, effective June 14, 2016, Section C12A-2(B)(1) of the SUFFOLK COUNTY CHARTER, for the County’s purchase price of Forty Six Thousand One Hundred Ninety Thousand Dollars ($46,190±), subject to a final survey; and be it further

3rd RESOLVED, that the County Comptroller is hereby authorized to reserve and to pay $46,190±, subject to a final survey, from previously appropriated funds in capital project 525-CAP-8732.210 for the New Enhanced Suffolk County Drinking Water Protection Program, 2014 Referendum, effective as of June 14, 2016, pursuant to the new Article XIIA of the SUFFOLK COUNTY CHARTER, Section C12A-2(B)(1); and, be it further

4th RESOLVED, that the Director of Real Estate and/or his designee; the Division of Planning and Environment; 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 the acquisition of such parcel(s) meets the following criteria as required under Section C12-2(B)(1) of the SUFFOLK COUNTY CHARTER:

a.) freshwater/tidal wetlands and buffer lands for same;
b.) lands within the watershed of the coastal stream, as determined by a reasonable planning or hydrological study; and, be it further

6th 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

7th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II
Action pursuant to 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

1. Type of Legislation
   Resolution __X__  Local Law _______  Charter Law _______

2. Title of Proposed Legislation
   RESOLUTION NO. - 2017 AUTHORIZING THE
   ACQUISITION OF LAND UNDER THE NEW ENHANCED
   SUFFOLK COUNTY DRINKING WATER PROTECTION
   PROGRAM 2014 REFERENDUM - LAND PURCHASES FOR
   OPEN SPACE PRESERVATION (CP 8732.210) - FOR THE
   BELZAK PROPERTY - TUTHILL CREEK WATERSHED (TOWN
   OF BROOKHAVEN - SCTM'S# 0200-975.20-03.00-051.000,
   0204-003.00-01.00-005.000, 0204-003.00-01.00-006.000, 0204-
   003.00-01.00-008.000, 0204-003.00-01.00-014.000, 0204-003.00-
   01.00-016.000, 0204-003.00-01.00-019.000 & 0204-003.00-01.00-
   023.000)

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
   - Village
   - School District
   - Economic Impact
   - Library District
   - Fire District
   - Other (Specify): ________________________________

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
   SUFFOLK COUNTY SERIAL BONDS PER LOCAL LAW 31-2014, a Charter Law Amending the ¼%
   Suffolk County Drinking Water Protection Program (DWPP) for Enhanced Water Quality
   Protection, Wastewater Infrastructure and General Fund Property Tax Relief for Suffolk County,
   created the 2014 Enhanced Suffolk County Water Quality Protection Program, codified in
   Suffolk County Charter Article XIIA.

9. Timing of Impact
   Upon adoption. Funding authorized under previously appropriated resolution 466-2016 and
   bond resolution 467-2016.

10. Typed Name & Title of Preparer
    Nicholas Paglia
    Chief Budget Examiner

11. Signature of Preparer

12. Date
    August 28, 2017

SCIN FORM 175b (10/95)
### GENERAL FUND

<table>
<thead>
<tr>
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<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 RATE PER $1000</th>
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<tbody>
<tr>
<td>TOTAL</td>
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### POLICE DISTRICT AND DISTRICT COURT

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<tbody>
<tr>
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<tr>
<td>TOTAL</td>
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<td>$0.00</td>
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</tr>
</tbody>
</table>

**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office
July 27, 2017

Ms. Katie Horst  
Intergovernmental Relations  
H. Lee Dennison Building -12th Floor  
100 Veterans Memorial Highway  
Hauppauge, NY 11788-0099

Dear Ms. Horst:

Attached for your review and consideration is an Introductory Resolution to authorize the acquisition of the Belzak property (Tuthill Creek Watershed), in the Town of Brookhaven, under the New Enhanced Suffolk County Drinking Water Protection Program. The purchase price is $46,190.00 for 1.49± acres, at $31,000.00 per acre.

Please contact me if you require any additional information.

Sincerely,

Jason Smagin
Acting Director of Real Estate

Theresa Ward, Deputy County Executive & Commissioner, Dept. of Economic Development and Planning (email)  
Sarah Lansdale, Director, Division of Planning & Environment (email)  
Robert Braun, Deputy Bureau Chief, Municipal Law, Real Estate-Condemnation (email)  
Janet M. Longo, Acquisition Supervisor, Real Property Acquisition & Mgmt.  
Lauretta Fischer, Chief Environmental Analyst, Division of Planning (email)  
Diane Zielenaki, Acquisition Agent  
CE Reso Review (e-mail copy only)
TITLE OF BILL:
AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW ENHANCED SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM 2014 REFERENDUM-LAND PURCHASES FOR OPEN SPACE PRESERVATION (CP 8732-210) – FOR THE BELZAK PROPERTY-TUTHILL CREEK WATERSHED- TOWN OF BROOKHAVEN –SCTM#’S 0200-975.20-03.00-051.000, 0204-003.00-01.00-005.000, 0204-003.00-01.00-006.000, 0204-003.00-01.00-008.000, 0204-003.00-01.00-014.000, 0204-003.00-01.00-016.000, 0204-003.00-01.00-019.000 & 0204-003.00-01.00-023.000)

PURPOSE OR GENERAL IDEA OF BILL:
PRESERVATION OF OPEN SPACE IN THE TUTHILL CREEK WATERSHED AREA

SUMMARY OR SPECIFIC PROVISIONS:
FUNDING PROVIDED UNDER NEW ENHANCED DRINKING WATER PROTECTION PROGRAM 8732.210

JUSTIFICATION:
PLANNING STEPS RESO #877-2005 AND 18-2016

FISCAL IMPLICATIONS:
N/A
RESOLUTION NO. -2017, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE DISPLACED HOMEMAKER PROGRAM

WHEREAS, the New York State Department of Labor (NYSDOL) has awarded $124,615 to the Suffolk County Department of Labor, Licensing and Consumer Affairs to fund the Displaced Homemaker Program; and

WHEREAS, the allowable activities under this grant include education and training; supportive services; counseling and employment related services; and

WHEREAS, this grant has a start date of September 1, 2017 and ends on August 31, 2018 in the amount of $124,615; and

WHEREAS, these funds have not been included in the 2017 Adopted Operating Budget; and

WHEREAS, these funds are 100% Federal funded and being passed through the New York State Department of Labor; now, therefore be it

1st RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

2nd RESOLVED, that the County Comptroller is hereby authorized to accept and appropriate said grant funds as follows:

REVENUES:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>003</td>
<td>LAB</td>
<td>6378</td>
<td>3791</td>
<td>$124,615</td>
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ORGANIZATIONS:

Department of Labor (LAB)
Displaced Homemaker Program
003-LAB-6378-$124,615

1000 – PERSONNEL SERVICES: $56,543

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<th>Unit</th>
<th>Object</th>
<th>Activity</th>
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<tbody>
<tr>
<td>003</td>
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3000 – SUPPLIES, MATERIALS & OTHER: $54

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<th>Object</th>
<th>Activity</th>
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<tr>
<td>003</td>
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4000 – CONTRACTUAL EXPENSES: $33,000

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8000 – EMPLOYEE BENEFITS: $33,018

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<td>Major Medical Claims</td>
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INTERFUND EXPENSE: $17,383

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<th>Activity</th>
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<th>Amount</th>
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</thead>
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<td>9550</td>
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<td>Major Medical Claims</td>
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INTERFUND REVENUE: $17,383

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<th>Revenue</th>
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<th>Amount</th>
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<tr>
<td>039</td>
<td>IFT</td>
<td>E039</td>
<td>R003</td>
<td>Transfer from Grants Mgmt</td>
<td>$17,383</td>
</tr>
</tbody>
</table>

3rd RESOLVED, that the Reporting Category for the County Integrated Financial Management System (IFMS) is 6378; 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) 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**

1. **Type of Legislation**
   - Resolution __X__  Local Law ___  Charter Law

2. **Title of Proposed Legislation:** ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE DISPLACED HOMEMAKER PROGRAM

3. **Purpose of Proposed Legislation**
   - TO ACCEPT AND APPROPRIATE FUNDS FOR THE DISPLACED HOMEMAKER PROGRAM

4. **Will the Proposed Legislation Have a Fiscal Impact?** Yes __X__ No
   - REVENUE TO COUNTY

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**
   - ADDITIONAL REVENUE

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

8. **Proposed Source of Funding**
   - FEDERALLY FUNDED AND PASSED THROUGH THE NEW YORK STATE DEPARTMENT OF LABOR

9. **Timing of Impact**
   - IMMEDIATE

10. **Typed Name & Title of Preparer**
    - Barbara D’Amico
    - Director of Finance

11. **Signature of Preparer**
    - Barbara D’Amico

12. **Date**
    - 8/8/17

---

SCIN FORM 175b (10/95)
2017 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating 100% Federal pass-through grant funds from the New York State Department of Labor for the Displaced Homemaker Program.

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate funds for a 100% Federal funded grant for the Displaced Homemaker Program from September 1, 2017 through August 31, 2018.

SUMMARY OF SPECIFIC PROVISIONS: This program will serve individuals who have worked in the home providing unpaid household services for family members; are not gainfully employed; have had or would have difficulty in securing employment; have been dependent on the income of another family member but are no longer supported by such income; have been dependent on federal assistance or are no longer eligible for such assistance; are parents of minor children supported by government assistance or spousal support.

JUSTIFICATION: See above.

FISCAL IMPLICATIONS:

Additional Revenue to County.
May 25, 2017

The Honorable Frank Nardelli
Commissioner
Suffolk County Department of Labor
725 Veterans Highway
County Complex Bldg. 17
Hauppauge, New York 11788

Dear Commissioner Nardelli:

Congratulations. On behalf of Governor Andrew M. Cuomo, I am pleased to inform you that your organization has been issued a Displaced Homemaker Program (DHP) award in the amount of $124,815 for a one-year contract. This award is funded with Local Assistance 001 Funds that were appropriated in the State Fiscal Year 2017-2018 Budget.

You will be contacted shortly by your New York State Department of Labor Contract Unit representative to begin contract development for your award. Please be aware that contracts cannot be valid, effective or binding upon the State until they have been signed and approved by the Office of the State Comptroller. In addition, this will be the first year that contracts for the DHP will be developed in the Grants Gateway system. Your Contract Unit representative will give you more information about this process.

News releases, publicity or any other public announcements regarding this project may not be released without prior approval from the Department. Attached to this letter is a Publicity Clause Agreement form to be used to request approval from the Department for this purpose.

If you have any questions prior to contract development, please feel free to contact Andrew Gehr at (518) 457-8668. We look forward to working with you to meet the needs of displaced homemakers.

Sincerely,

Robert L. Reardon
Commissioner

Attachment

cc: Joseph Hamm
Julie Keating
Olaniyi Akanmu
MEMORANDUM

TO: Katie Horst, Director of Intergovernmental Relations
    Suffolk County Executive’s Office

FROM: Frank Nardelli, Commissioner

DATE: August 8, 2017

RE: INTRODUCTORY RESOLUTION

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

RESOLUTION NO. -17, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF LABOR FOR THE DISPLACED HOMEMAKER PROGRAM

AN E-MAIL VERSION WILL BE SENT TO CE RESO REVIEW UNDER THE TITLE “RESO-LLCA-DISPLACED HOMEMAKER PROGRAM”

Thank you for your assistance.

***

FN:dv
Attachment
RESOLUTION NO. TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGEBACKS ON CORRECTION OR ERRORS/COUNTY COMPTROLLER BY: COUNTY LEGISLATURE NO. 466-17

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

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

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Year</th>
<th>Original Tax</th>
<th>Corrected Tax</th>
<th>Chargeback or Refund, if paid</th>
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<td>$4,135.98</td>
<td>$4,135.98</td>
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DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County

Date:
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution XXX
   Local Law
   Charter Law

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

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

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

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

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

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

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

9. Timing of Impact
   Variable

10. Typed Name & Title of Preparer
    John M. Kennedy
    County Comptroller

11. Signature of Preparer

12. Date

MEMORANDUM

TO: Jon Kaiman, Deputy County Executive
FROM: John M. Kennedy, Jr.
DATE: August 8, 2017
RE: RESOLUTION FOR CANCELLATION OF TAXES, CONTROL No. 466-17

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

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

Should you need anything further, please contact me.

JK/sf
Enc.
Cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Katie Horst, Director of Intergovernmental Relations
RESOLUTION NO. - 2017, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 23 – COVENTRY MANOR (CP 8149)

WHEREAS, the Sewer District No. 23 – Coventry Manor requires treatment process replacement; and

WHEREAS, a public hearing was held on May 16, 2017 at the regularly scheduled meeting of the County Legislature in Riverhead, New York, in connection with the proposed improvements; and

WHEREAS, a resolution making certain findings and determinations and an order for the modification of the plan of service for Suffolk County Sewer District No. 23 – Coventry Manor Legislature was adopted via Resolution No. 590-2017; and

WHEREAS, a resolution authorizing the issuance of $4.5 million in Sewer District Serial Bonds and this resolution which appropriates funds have been submitted to the Legislature for approval; and

WHEREAS, the Administrative Head of Sewer District No. 23 – Coventry Manor has requested that funds be appropriated to cover construction costs associated with the improvement project; and

WHEREAS, there are sufficient funds in the 2017 Capital Budget and Program for the treatment process replacement of the Suffolk County Sewer District No. 23 – Coventry Manor; 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 2017 Capital Budget, as the basis for funding capital projects such as this project; and

WHEREAS, pursuant to State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter “SEQRA”) Resolution No. 371-2006 determined that the proposed improvement and/or rehabilitation to the Sewer District No. 23 – Coventry Manor constitutes a Type II action pursuant to the provisions of NYCDRR Part 617.5; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $4.5 million in Sewer District Serial Bonds; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of seventy (70), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd RESOLVED, that the proceeds of $4.5 million in Sewer District Serial Bonds be and they hereby are appropriated as follows:
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) (18), (20), (21), and (27) Information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action; Routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; Conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action; as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connection with routine or continuing agency administration and management; and be it further

4th RESOLVED, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the improvements to Sewer District No. 23 – Coventry Manor.

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  ______   Charter Law  ______  

2. Title of Proposed Legislation
   Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 23 – Coventry Manor (CP 8149)

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): Sewer District
   Library District  Fire District

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact
   This resolution appropriates funds included in the Adopted Capital Program. The financial impact is minimized by the Assessment Stabilization Reserve Fund at 3% per year.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
   The project is $4.5 million in serial bonds and the ASRF will continue to stabilize rates at an annual increase of 3%.

8. Proposed Source of Funding  Serial Bonds

9. Timing of Impact  2019

10. Typed Name & Title of Preparer  Ben Wright, P.E., Principal Civil Engineer

11. Signature of Preparer  

12. Date  8-9-17
## FINANCIAL IMPACT
### 2017 PROPERTY TAX LEVY
#### COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

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<tr>
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<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
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### NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES EMBOLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office.
<table>
<thead>
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<th>Date</th>
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**Total:** $4,500,000.00 $3,794,492.53 $6,258,103.64 $6,258,147.13
# Sewer District No. 23 - Coventry Manor

## CP 8149 - Improvements

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*Time column notes missing.*
TITLE OF BILL - Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Increase, Improvement and Extension to Suffolk County Sewer District No. 23 – Coventry Manor (CP 8149)

PURPOSE OR GENERAL IDEA OF BILL – To appropriate construction funds that are included in the Adopted Capital Program for 2017. Construction of wastewater treatment infrastructure.

SUMMARY OF SPECIFIC PROVISIONS – $4.5 million will be appropriated and placed in Capital Project Line Item 8149.312 for construction of wastewater treatment infrastructure.

JUSTIFICATION – The wastewater treatment plant is failing and needs to be replaced.

FISCAL IMPLICATIONS - The project will have $4.5 million in serial bonds, however, the ASRF will continue to stabilize rates at an annual increase of 3%.
MEMORANDUM

TO: Kathie Horst, Director of Intergovernmental Relations
FROM: Gilbert Anderson, P.E., Commissioner
SUBJECT: Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 23 – Coventry Manor (CP 8149)
DATE: August 9, 2017

Attached is a draft resolution filed as Reso-DPW sd23 – Coventry Manor Improvements CP 8149 dated 8-9-17 and appropriate forms with backup filed as Backup-DPW SCIN form 175a and 175b – sd23 – Coventry Manor Improvements CP 8149 dated 8-9-17. The project involves replacement of the treatment process. The improvements will extend the service life of the system and meet discharge limitations. Financing needs contained in the 2017 Adopted Capital Program and Budget uses Sewer District Serial Bonds of $4.5 million and are requested herein.

The public hearing is being held on May 16, 2017. The findings resolution has been adopted. We appreciate the resolution being laid on the table at the appropriate time.

GA:BW:ni
Attachment
cc: John Donovan, P.E., Chief Engineer
    Ben Wright, P.E., Principal Civil Engineer
    CE Reso Review
H:\SANITATION\resolutions\2017 Resolution\ga-bw8-9-17 Back-up DPW sd23-Coventry Manor serial bonds CP 8149 memo to KHorst.doc
RESOLUTION NO. 590 -2017, A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AND AN ORDER FOR THE MODIFICATION OF THE PLAN OF SERVICE FOR SUFFOLK COUNTY SEWER DISTRICT NO. 23 – COVENTRY MANOR (CP 8149)

WHEREAS, Suffolk County Resolution Nos. 783-2006 and 1022-2012 found and determined that it was in the public interest to increase and improve the facilities of Sewer District No. 23 – Coventry Manor; and

WHEREAS, additional funds are necessary to complete the work necessary for finishing these increases and improvements; and

WHEREAS, pursuant to New York County Law Section 269, the Suffolk County Sewer Agency has prepared and submitted to the Legislature of the County of Suffolk, New York, amended maps, plans, recommendations and revised cost estimates pertaining to an increase in the maximum amount to be expended for the increase and improvement to facilities at Suffolk County Sewer District No. 23 – Coventry Manor; and

WHEREAS, these maps, plans, recommendations and revised cost estimates accompanied Suffolk County Resolution No. 294-2017 and are attached to this Resolution and Order as Exhibit "A"; and

WHEREAS, the cost of the increase and improvement to the facilities of Sewer District No. 23 – Coventry Manor has risen from a cost in 2009 of $1.0 million to an estimated cost of $6.5 million, as set forth in the amended maps, plans, recommendations; and

WHEREAS, this revised 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 increase to the costs of the increases and improvements inasmuch as pursuant to the Suffolk County Assessment Stabilization Reserve Fund ("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. 23 – Coventry Manor, the annual 3% ASRF increase will result in an increase of approximately $16 per year to the typical property within the District, regardless of the additional funds necessary to complete the increases and improvements; and

WHEREAS, pursuant to Suffolk County Resolution No. 294-2017 and New York County Law Section 254, the Clerk of the Legislature did duly cause a Notice of Public Hearing regarding the amended maps, plans, recommendations and revised cost estimates pertaining to an increase in the maximum amount to be expended for the increase and improvement to facilities at Suffolk County Sewer District No. 23 – Coventry Manor 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 16, 2017 at 2:30 p.m., Prevailing Time; and

WHEREAS, since there are electors residing in Suffolk County Sewer District No. 23 – Coventry Manor, Sections 256 and 269 of Article 5-A of the New York County Law require that the increases in the maximum amount to be expended on increases and improvements to Suffolk County Sewer District No. 23 – Coventry Manor shall be subject to permissive referendum; and

WHEREAS, by this Resolution, it is the intent of the Suffolk County Legislature to submit the findings and order regarding the increase in the maximum amount to be expended for the increases and improvements to Suffolk County Sewer District No. 23 – Coventry Manor in order to subject such findings and order to permissive referendum; and

WHEREAS, said County Legislature has duly considered the amended map, plan, recommendations, and revised estimate of cost for the increases and improvements to Suffolk County Sewer District No. 23 – Coventry Manor, as well as evidence given at the public hearing held on May 16, 2017; now, therefore be it

1st

RESOLVED, by the County 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 amended maps, plans, reports, recommendations, and revised 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 revised total cost for the increases and improvements to Suffolk County Sewer District No. 23 – Coventry Manor shall be set at a maximum of $6.5 million, 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 amended maps, plans, reports, recommendations and revised estimate of costs, it is hereby found and determined that the increase to the costs of the increases and improvements to Suffolk County Sewer District No. 23 – Coventry Manor, as set forth in such amended maps, plans, reports, recommendations and revised estimate of costs, is necessary, convenient, and desirable.

Section 3. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid amended maps, plans, reports, recommendations and revised 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. 23 – Coventry Manor 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 amended maps, plans, reports, recommendations, and revised cost estimates, it is further found and determined that it is in the public interest to expend a maximum amount of $6.5 million on the increases and improvements to Suffolk County Sewer District No. 23 – Coventry Manor, as set forth in such amended maps, plans, reports, recommendations and revised estimate of costs.
and be it further

2nd RESOLVED, IT IS HEREBY ORDERED, by the County Legislature of the County of Suffolk, New York as follows:

Section 1. The increase to the amount to be expended on the increases and improvements to Suffolk County Sewer District No. 23 – Coventry Manor, as more particularly described in the amended maps, plans, reports, recommendations, and revised 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. 23 – Coventry Manor are hereby authorized and directed to carry out the increases and improvements to said District as more particularly described in the amended maps, plans, reports, recommendations and revised 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 Sections 253-b and 259.

and be it further

3rd RESOLVED, that this Resolution and Order authorizing the increase to the maximum amount to be expended on the increases and improvements for Suffolk County Sewer District No. 23 – Coventry Manor, shall not take effect until at least forty-five (45) days after its adoption, or until approved by the affirmative vote of the majority of the qualified electors who are residents within Suffolk County Sewer District No. 23 – Coventry Manor voting on a proposition for its approval if within forty-five (45) days after its adoption there is filed with the Clerk of the County Legislature a petition protesting against the passage of this Resolution and Order in conformity with the provisions of Section 257 of the New York County Law; and be it further

4th RESOLVED, that this Legislature, being the State Environmental Quality Review Act ("SEQRA") Lead Agency, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Title 6 NYCRR Part 617.5 (C)(20) and (27) routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; as the proposal involves the adoption of regulations, policies, procedures, and local legislative decisions in connection with routine or continuing agency administration and management.

DATED: June 21, 2017

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: June 26, 2017
RESOLUTION NO. 371 -2006, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED IMPROVEMENTS TO TREATMENT FACILITY AT SEWER DISTRICT NO. 23 – COVENTRY MANOR, CP #8149, TOWN OF BROOKHAVEN

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Improvements to Treatment Facility at Sewer District No. 23 – Coventry Manor, CP #8149, Town of Brookhaven", pursuant to Section 6 of Local Law No. 22-1985 which project involves the replacement of the biological treatment process for the referenced treatment plant. A process tank, approximately 20' x 50', is to be installed adjacent to the existing treatment plant to provide reliable treatment for an extended period; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and subsequently sent out to all concerned parties; and

WHEREAS, at its March 15, 2006 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Public Works; and

WHEREAS, the CEQ recommended that the above activity be considered an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 279 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated March 20, 2006 of said recommendations; and

WHEREAS, Section 279-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore, be it

1st RESOLVED, that this Legislature hereby determines that the "Proposed Improvements to Treatment Facility at Sewer District No. 23 – Coventry Manor, CP #8149, Town of Brookhaven" constitutes an unlisted action pursuant to the provision of Title 6 NYCRR Part 617 and Chapter 279 of the Suffolk County Code, which project 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;

2.) The proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and the Suffolk County Code;

3.) The parcel does not appear to suffer from any severe environmental development constraints (no poor soil properties, no high groundwater and no unmanageable slopes); and

4.) The project will improve the plant’s treatment process;

and be it further

2nd RESOLVED, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further
RESOLVED, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 279-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED: May 16, 2006

APPROVED BY: 

_/s/_ Paul Sabatino II
Chief Deputy County Executive of Suffolk County

Date: May 18, 2006
RESOLUTION NO. - 2017, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE INCREASE, IMPROVEMENT AND EXTENSION TO SUFFOLK COUNTY SEWER DISTRICT NO. 18 – HAUPPAUGE INDUSTRIAL (CP 8126)

WHEREAS, the Sewer District No. 18 – Hauppauge Industrial requires improvements and or expansion; and

WHEREAS, a public hearing was held on May 16, 2017 at the regularly scheduled meeting of the County Legislature in Riverhead, New York, in connection with the proposed increase, improvement and extension; and

WHEREAS, the public hearing documents recognized that additional funds are required and that significant funds have been expended on the project to date and did develop the cost to property owners based on the overall funding needed; and

WHEREAS, a resolution authorizing the issuance of $2.0 million in Sewer District Serial Bonds and this resolution which appropriates funds have been submitted to the Legislature for approval; and

WHEREAS, a resolution making certain findings and determinations and an order for the modification of the plan of service for Suffolk County Sewer District No. 18 – Hauppauge Industrial Legislature was adopted via Resolution No 591-2017; and

WHEREAS, the Administrative Head of Sewer District No. 18 – Hauppauge Industrial has requested that funds be appropriated to cover construction costs associated with the improvement and expansion project; and

WHEREAS, there are sufficient funds in the 2017 Capital Budget and Program for the improvement and expansion of the Suffolk County Sewer District No. 18 – Hauppauge Industrial; 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 2017 Capital Budget, as the basis for funding capital projects such as this project; and

WHEREAS, pursuant to State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter “SEQRA”) Resolution No. 716-2004 determined that the proposed improvement and/or rehabilitation to the Sewer District No. 18 – Hauppauge Industrial constitutes a Type II action pursuant to the provisions of NYCRR Part 617.5; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $2.0 million in Sewer District Serial Bonds to the benefit of all the sewer district; now, therefore be it
1st RESOLVED, that it is hereby determined that this project, with a priority ranking of seventy-one (71), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd RESOLVED, that the proceeds of $2.0 million in Sewer District Serial Bonds be and they hereby are appropriated as follows:

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<td>(Fund 218 Debt Service)</td>
<td>Hauppauge Industrial – Construction</td>
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; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C) (18), (20), (21), and (27) Information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action; Routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; Conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action; as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connection with routine or continuing agency administration and management; and be it further

4th RESOLVED, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the improvements to Sewer District No. 18 – Hauppauge Industrial.

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 ______ Charter Law ______

2. Title of Proposed Legislation
   Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Increase,
   Improvement and Extension to Suffolk County Sewer District No. 18 – Hauppauge Industrial
   (CP 8126)

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 Sewer District

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact
   This resolution appropriates funds included in the Adopted Capital Program. The financial impact
   is minimized by the Assessment Stabilization Reserve Fund at 3% per year.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
   The project is $2.0 million in serial bonds and the ASRF will continue to stabilize rates at
   an annual increase of 3%.

8. Proposed Source of Funding Serial Bonds

9. Timing of Impact
   Use of the ASRF increases the rate by 3% per year regardless of the project.

10. Typed Name & Title of Preparer
    Ben Wright, P.E., Principal Civil Engineer

11. Signature of Preparer
    Ben Wright

12. Date
    6-9-17
**FINANCIAL IMPACT**

**2017 PROPERTY TAX LEVY**
**COST TO THE AVERAGE TAXPAYER**

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**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

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TITLE OF BILL - Appropriating Funds Through the issuance of Sewer District Serial Bonds for the Increase, Improvement and Extension to Suffolk County Sewer District No. 18 – Hauppauge Industrial (CP 8126)

PURPOSE OR GENERAL IDEA OF BILL – To appropriate construction funds that are included in the Adopted Capital Program for 2017. Construction of sewers in the expanded sewer district will take place.

SUMMARY OF SPECIFIC PROVISIONS – $2.0 million will be appropriated and placed in Capital Project Line Item 8126.311 for construction of sewers that will take place during 2017.

JUSTIFICATION – The Hauppauge Industrial park members have supported the public hearing and project to expand the service area in the park as well as to improve sewerage infrastructure to continue to meet the regulations of New York State.

FISCAL IMPLICATIONS - The project will have $2.0 million in serial bonds, however, the ASRF will continue to stabilize rates at an annual increase of 3%.
MEMORANDUM

TO: Kathie Horst, Director of Intergovernmental Relations

FROM: Gilbert Anderson, P.E., Commissioner

SUBJECT: Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Increase, Improvement and Extension to Suffolk County Sewer District No. 18 – Hauppauge Industrial (CP 8126)

DATE: August 9, 2017

Attached is a draft resolution filed as Reso-DPW sd18 – Hauppauge Industrial Improvements CP 8126 dated 8-9-17 and appropriate forms with backup filed as Backup-DPW SCIN form 175a and 175b – sd18-Hauppauge Industrial Improvements CP 8126 dated 8-9-17. The project is to provide additional funds for improvements and expansion of the wastewater conveyance and treatment facilities in the Hauppauge Industrial Park. The improvements allow the extension of sewer service to 250 lots in the park. Financing needs contained in the 2017 Adopted Capital Program and Budget uses Sewer District Serial Bonds of $2.0 million and are requested herein.

The public hearing was held on May 16, 2017. The findings resolution has been adopted such that this resolution can proceed.

We appreciate the resolution being laid on the table at the appropriate time.

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\2017 Resolutions\ga-bw\9-9-17 Back-up DPW sd18-Hauppauge Industrial serial bonds CP 8126 memo to Khoral.doc

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

335 YAPHANK AVENUE ☐ ☐ YAPHANK, N.Y. 11980 ☐ ☐
(631) 852-4010 ☐ ☐ FAX (631) 852-4150 ☐ ☐
RESOLUTION NO. 591 -2017, A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AND AN ORDER FOR THE MODIFICATION OF THE PLAN OF SERVICE FOR SUFFOLK COUNTY SEWER DISTRICT NO. 18 – HAUPPAUGE INDUSTRIAL (CP 8126)

WHEREAS, Suffolk County Resolution Nos. 378-2008, 1019-2012, and 1107-2014 found and determined that it was in the public interest to increase and improve the facilities of Sewer District No. 18 – Hauppauge Industrial; and

WHEREAS, additional funds are necessary to complete the work necessary for finishing these increases and improvements; and

WHEREAS, pursuant to New York County Law Section 269, the Suffolk County Sewer Agency has prepared and submitted to the Legislature of the County of Suffolk, New York, amended maps, plans, recommendations and revised cost estimates pertaining to an increase in the maximum amount to be expended for the increase and improvement to facilities at Suffolk County Sewer District No. 18 – Hauppauge Industrial; and

WHEREAS, these maps, plans, recommendations and revised cost estimates accompanied Suffolk County Resolution No. 293-2017 and are attached to this Resolution and Order as Exhibit "A"; and

WHEREAS, the cost of the increase and improvement to the facilities of Sewer District No. 18 – Hauppauge Industrial and the extension of the boundaries of such district has risen from a cost in 2005 of $65 million to an estimated cost of $90.7 million, as set forth in the amended maps, plans, recommendations; and

WHEREAS, this revised 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 increase to the costs of the increases and improvements inasmuch as pursuant to the Suffolk County Assessment Stabilization Reserve Fund ("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. 18 – Hauppauge Industrial, the annual 3% ASRF increase will result in an increase of approximately $93 per year to the typical property within the District, regardless of the additional funds necessary to complete the increases and improvements; and

WHEREAS, pursuant to Suffolk County Resolution No. 293-2017 and New York County Law Section 254, the Clerk of the Legislature did duly cause a Notice of Public Hearing regarding the amended maps, plans, recommendations and revised cost estimates pertaining to an increase in the maximum amount to be expended for the increase and improvement to facilities at Suffolk County Sewer District No. 18 – Hauppauge Industrial 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 16, 2017 at 2:30 p.m., Prevailing Time; and

WHEREAS, since there are electors residing in Suffolk County Sewer District No. 18 – Hauppauge Industrial, Sections 256 and 269 of Article 5-A of the New York County Law require that the increases in the maximum amount to be expended on increases and improvements to Suffolk County Sewer District No. 18 – Hauppauge Industrial shall be subject to permissive referendum; and

WHEREAS, Suffolk County Resolution No. 293-2017 is subject to such permissive referendum; and

WHEREAS, by this Resolution, it is the intent of the Suffolk County Legislature to submit the findings and order regarding the increase in the maximum amount to be expended for the increases and improvements to Suffolk County Sewer District No. 18 – Hauppauge Industrial in order to subject such findings and order to permissive referendum; and

WHEREAS, said County Legislature has duly considered the amended map, plan, recommendations, and revised estimate of cost for the increases and improvements to Suffolk County Sewer District No. 18 – Hauppauge Industrial, as well as evidence given at the public hearing held on May 16, 2017; now therefore be it

1st

RESOLVED, by the County 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 amended maps, plans, reports, recommendations, and revised 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 revised total cost for the increases and improvements to Suffolk County Sewer District No. 18 – Hauppauge Industrial shall be set at a maximum of $90.7 million, 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 amended maps, plans, reports, recommendations and revised estimate of costs it is hereby found and determined that the increase to the costs of the increases and improvements to Suffolk County Sewer District No. 18 – Hauppauge Industrial, as set forth in such amended maps, plans, reports, recommendations and revised estimate of costs, is necessary, convenient, and desirable.

Section 3. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid amended maps, plans, reports, recommendations and revised 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. 18 – Hauppauge Industrial 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 amended maps, plans, reports, recommendations, and revised
cost estimates, it is further found and determined that it is in the public interest to expend a maximum amount of $90.7 million on the increases and improvements to Suffolk County Sewer District No. 18 – Hauppauge Industrial, as set forth in such amended maps, plans, reports, recommendations and revised estimate of costs.

and be it further

2nd RESOLVED, IT IS HEREBY ORDERED, by the County Legislature of the County of Suffolk, New York as follows:

Section 1. The increase to the amount to be expended on the increases and improvements to Suffolk County Sewer District No. 18 – Hauppauge Industrial, as more particularly described in the amended maps, plans, reports, recommendations, and revised 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. 18 – Hauppauge Industrial are hereby authorized and directed to carry out the increases and improvements to said District as more particularly described in the amended maps, plans, reports, recommendations and revised 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 Sections 253-b and 259.

and be it further

3rd RESOLVED, that this Resolution and Order authorizing the increase to the maximum amount to be expended on the increases and improvements for Suffolk County Sewer District No. 18 – Hauppauge Industrial, shall not take effect until at least forty-five (45) days after its adoption, or until approved by the affirmative vote of the majority of the qualified electors who are resident within Suffolk County Sewer District No. 18 – Hauppauge Industrial voting on a proposition for its approval if within forty-five (45) days after its adoption there is filed with the Clerk of the County Legislature a petition protesting against the passage of this Resolution and Order in conformity with the provisions of Section 257 of the New York County Law; and be it further

4th RESOLVED, that this Legislature, being the State Environmental Quality Review Act ("SEQRA") Lead Agency, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Title 6 NYCRR Part 617.5 (C)(20) and (27) routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; as the proposal involves the adoption of regulations, policies, procedures, and local legislative decisions in connection with routine or continuing agency administration and management.
DATED: June 21, 2017

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: June 26, 2017
RESOLUTION NO. 716 -2004, MAKING A SEQR DETERMINATION IN CONNECTION WITH THE PROPOSED IMPROVEMENT AND EXPANSION OF SEWER DISTRICT #18, HAUPPAUGE INDUSTRIAL, TOWN OF SMITHTOWN

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Improvement and Expansion of Sewer District #18, Hauppauge Industrial, Town of Smithtown", pursuant to Section 6 of Local Law No. 22-1985 which project involves abandonment of one of the Sewer District's two treatment plants and reconstruction of the second plant with the capabilities of treating 1.65 million gpd to NYSDEC standards; the sewer service area will be expanded to include the entire industrial park, which would total approximately 400 parcels; and three remote pumping stations would be constructed, one which replaces the abandoned sewage treatment plant; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and subsequently sent out to all concerned parties; and

WHEREAS, at its May 19, 2004 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Public Works; and

WHEREAS, the CEQ recommended that the above activity be considered a Type I action, pursuant to the provisions of Title 6 NYCCR, Part 617.6(b)(6)(i) and Chapter 279 of the Suffolk County Code, since the project involves the physical alteration of more than 10 acres for construction of a non-residential facility; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated May 19, 2004 of said recommendations; and

WHEREAS, Section 279-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now therefore, be it

1st

RESOLVED, that this Legislature hereby determines that the Proposed Improvement and Expansion of Sewer District #18, Hauppauge Industrial, Town of Smithtown constitutes a Type I action pursuant to the provisions of Title 6 NYCCR Part 617.6(b)(6)(i) and Chapter 279 of the Suffolk County Code, which project will not have a significant effect on the environment for the following reasons:

1. The proposed action will not exceed any of the criteria in Section 617.7 of Title 6 NYCCR which sets forth thresholds for determining significant effect on the environment;

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 parcel does not appear to suffer from any severe environmental development constraints (no poor soil properties, no high groundwater and no unmanageable slopes);

4. over 250 parcels (770 acres) are currently utilizing on-site sewage systems and will be hooked up to the expanded sewer facilities;

5. traffic mitigation during the period of construction will be implemented; and

6. the Town of Smithtown has no objections to the project;

and be it further


8/28/2017
RESOLVED, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

RESOLVED, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 279-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED: June 28, 2004

APPROVED BY:

/s/ Paul Sabatino II
Chief Deputy County Executive of Suffolk County

Date: June 30, 2004
RESOLUTION NO. - 2017, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 1 – PORT JEFFERSON (CP 8122)

WHEREAS, the Sewer District No. 1 – Port Jefferson pumping station and force main requires improvements; and

WHEREAS, a public hearing was held on June 6, 2017 at the regularly scheduled meeting of the County Legislature in Hauppauge, New York, in connection with the proposed improvements; and

WHEREAS, a resolution making certain findings and determinations and an order for the modification of the plan of service for Suffolk County Sewer District No. 1 – Port Jefferson was adopted via Resolution No 655-2017; and

WHEREAS, a resolution authorizing the issuance of $2.0 million in Sewer District Serial Bonds and this resolution which appropriates funds have been submitted to the Legislature for approval; and

WHEREAS, the ultimate financing with funding sources including Sewer District Serial Bonds and the Assessment Stabilization Reserve Fund is recognized; and

WHEREAS, the Administrative Head of Sewer District No. 1 – Port Jefferson has requested that funds be appropriated to cover construction costs associated with the improvement project; and

WHEREAS, there are sufficient funds in the 2017 Capital Budget and Program for the improvements to the pumping station and force main of Suffolk County Sewer District 1 – Port Jefferson; 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 2017 Capital Budget, as the basis for funding capital projects such as this project; and

WHEREAS, pursuant to State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter “SEQRA”) Resolution No. 343-2017 determined that the proposed improvement to the Sewer District No. 1 – Port Jefferson constitutes an Unlisted action pursuant to the provisions of NYCRR Part 617.5; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $2.0 million in Sewer District Serial Bonds; now, therefore be it

1st

RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-two (62), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further
2nd RESOLVED, that the proceeds of $2.0 million in Sewer District Serial Bonds be and they hereby are appropriated as follows:

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; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C) (18), (20), (21), and (27) Information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action; Routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; Conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action; as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connection with routine or continuing agency administration and management; and be it further

4th RESOLVED, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements and applications for grant and aid funds upon such terms and conditions as he may deem necessary relating to the improvements to SD 1 – Port Jefferson.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:
1. Type of Legislation
   Resolution  X  Local Law  Charter Law

2. Title of Proposed Legislation
   Appropriating Funds through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 1 – Port Jefferson (CP 8122).

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
   - Village
   - School District
   - Economic Impact
   - Library District
   - Fire District
   - Other (Specify): Sewer District

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact
   This resolution appropriates funds included in the Adopted Capital Program. The financial impact will be funded by the district residents using sewer district serial bonds. There will be no fiscal impact to the benefitted parcels due to the ASRF stabilizing rates.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
   The project is $2.0 million in sewer district serial bonds and the ASRF.

8. Proposed Source of Funding
   Sewer District Serial Bonds and ASRF

9. Timing of Impact
   2018-2037

10. Typed Name & Title of Preparer
    Ben Wright, P.E., Principal Civil Engineer

11. Signature of Preparer
    [Signature]

12. Date
    8-9-17
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<td>4.00%</td>
</tr>
<tr>
<td>11/1/2053</td>
<td>4.00%</td>
</tr>
<tr>
<td>11/1/2054</td>
<td>4.00%</td>
</tr>
<tr>
<td>11/1/2055</td>
<td>4.00%</td>
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<tr>
<td>11/1/2056</td>
<td>4.00%</td>
</tr>
<tr>
<td>11/1/2057</td>
<td>4.00%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Principal</th>
<th>Interest</th>
<th>Total Debt Service</th>
<th>Fiscal Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,000,000.00</td>
<td>$1,661,089.79</td>
<td>$3,369,381.54</td>
<td>$3,670,877.39</td>
</tr>
</tbody>
</table>
### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### POLICE DISTRICT AND DISTRICT COURT

<table>
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<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FEV TAX RATE PER $1000</th>
</tr>
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<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### COMBINED

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**NOTES:**


3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
TITLE OF BILL – Appropriating Funds through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 1 – Port Jefferson (CP 8122).

PURPOSE OR GENERAL IDEA OF BILL – This bill will appropriate funds in order to implement the improvements to the sewer system.

SUMMARY OF SPECIFIC PROVISIONS – The appropriations include $2,000,000 in sewer district serial bonds.

JUSTIFICATION – The improvements are necessary in order to provide sufficient pumping/conveyance capacity.

FISCAL IMPLICATIONS – Financing of the project will use a combination of sewer district serial bonds and the Assessment Stabilization Reserve Fund.
<table>
<thead>
<tr>
<th>Months (Start: 10/1/2018)</th>
<th>Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prepare Advertisements for Bids</td>
</tr>
<tr>
<td></td>
<td>Advertise for Bids</td>
</tr>
<tr>
<td></td>
<td>Bid Opening</td>
</tr>
<tr>
<td></td>
<td>Review Bid Submittals</td>
</tr>
<tr>
<td></td>
<td>Recommend Low Bidder</td>
</tr>
<tr>
<td></td>
<td>Hold Pre-Construction Conference</td>
</tr>
<tr>
<td></td>
<td>Initiate Construction Contract</td>
</tr>
<tr>
<td></td>
<td>Start Up Systems</td>
</tr>
<tr>
<td></td>
<td>Prepare Final Punch List</td>
</tr>
<tr>
<td></td>
<td>Issue Certificate of Substantial Completion</td>
</tr>
</tbody>
</table>

Figure No. 2
MEMORANDUM

TO: Katie Horst, Director of Intergovernmental Relations
FROM: Gilbert Anderson, P.E., Commissioner
SUBJECT: Appropriating Funds through the issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 1 – Port Jefferson (CP 8122)
DATE: August 9, 2017

Attached is a draft resolution filed as Reso-DPW sd1 Port Jefferson improvements CP 8122 dated 8-9-17 and appropriate forms with backup filed as Backup-DPW SCIN form 175a and 175b – sd1 Port Jefferson improvements CP 8122 dated 8-9-17. The project involves improvements to the main pumping station and a new force main. Financing needs contained in the 2017 Adopted Capital Program and Budget uses Sewer District Serial Bonds of $2.0 million and are requested herein recognizing the use of the Assessment Stabilization Reserve Fund.

The public hearing was held on June 6, 2017 and Findings Resolution adopted. We appreciate the resolution being laid on the table.

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\2017 Resolutions\ga-bw6-9-17 Back-up DPW sd1 Port Jefferson serial bonds CP 8122 memo to KHorst.doc
RESOLUTION NO. 655 -2017, A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AND ISSUING AN ORDER IN RELATION TO THE INCREASE AND IMPROVEMENT OF FACILITIES FOR SEWER DISTRICT NO. 1 – PORT JEFFERSON (CP 8122)

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. 1 – Port Jefferson; 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. 1 – Port Jefferson; and

WHEREAS, these maps, plans, recommendations and cost estimates accompanied Suffolk County Resolution No. 406-2017 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. 1 – Port Jefferson is $2 million; 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. 1 – Port Jefferson, the annual 3% ASRF increase will result in an increase of approximately $6 to the typical property (mode) within the District, regardless of the increase or improvement to facilities; and

WHEREAS, pursuant to Suffolk County Resolution No. 406-2017 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. 1 – Port Jefferson 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 Hauppauge, New York in said County on June 6, 2017 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. 1 – Port Jefferson, as well as evidence given at the public hearing held on June 6, 2017; now, therefore be it
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) routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; as the proposal involves the adoption of regulations, policies, procedures, and local legislative decisions in connection with routine or continuing agency administration and management; and be it further

2nd

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. 1 – Port Jefferson shall be set at a maximum of $2 million, 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. 1 – Port Jefferson, 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. 1 – Port Jefferson 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 $2 million on the increases and improvements to Suffolk County Sewer District No. 1 – Port Jefferson as set forth in such maps, plans, reports, recommendations and estimate of costs.

and be it further

3rd

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. 1 – Port Jefferson, 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. 1 – Port Jefferson 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.

and be it further

4th

RESOLVED, that this resolution shall take effect immediately.

DATED: July 25, 2017

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: August 10, 2017
RESOLUTION NO. 343 - 2017, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED SUFFOLK COUNTY SEWER DISTRICT NO.1, PORT JEFFERSON, PUMP STATION FORCE MAIN, CP 8122, VILLAGE OF PORT JEFFERSON AND TOWN OF BROOKHAVEN

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) reviewed a project designated as the "Proposed Suffolk County Sewer District No.1, Port Jefferson, Pump Station Force Main, (CP 8122), Village of Port Jefferson, Town of Brookhaven", pursuant to Local Law No. 22-1985, which project involves the rehabilitation of Suffolk County Sewer District No. 1 – Port Jefferson pumping station and connecting force main to handle the extreme flows that occur in this sewer district during storm conditions; and

WHEREAS, the project involves installing larger pumps at the main pump station located on Barnum Avenue in the Village of Port Jefferson and replacing the existing connecting 10 inch diameter force main with a large 16 inch diameter capacity line; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and subsequently sent out to all concerned parties: and

WHEREAS, at its March 24, 2017 meeting, the CEQ reviewed the EAF and the information submitted by the Suffolk County Department of Public Works; and

WHEREAS, the CEQ recommended that the above activity be considered an Unlisted Action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated April 6, 2017 of said recommendations; and

WHEREAS, Section 450-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore be it

1st RESOLVED, that this Legislature hereby determines that the Proposed Suffolk County Sewer District No.1, Port Jefferson, Pump Station Force Main, (CP 8122), Village of Port Jefferson, Town of Brookhaven constitutes an Unlisted Action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code, that the proposed project will not have significant adverse impacts on the environment for the following reasons and condition:
Reasons:

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

2) the proposal does not 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 or the Suffolk County Code;

3) all work will be performed on the grounds of the existing pump station and in existing right-of-ways which are areas that have previously been disturbed;

4) all required regulatory permits and approvals will be obtained including all applicable approvals from the New York State Department of Environmental Conservation (NYSDEC) and the United States Environmental Protection Agency (EPA) related to the Lawrence Aviation Plume;

5) the project will insure that the main pumping station for Suffolk County Sewer District No.1 – Port Jefferson has the pumping capacity to handle the extreme flow events that occur during storm events; and

Condition:

1. should circumstances related to the Lawrence Aviation groundwater plume and the related regulatory requirements necessitate significant changes to the described project construction procedure that exceed the threshold criteria of 6 NYCRR Section 617.7(c), the Suffolk County Department of Public Works (project applicant) shall re-submit the project to the CEQ/Suffolk County Legislature (project Lead Agency) for an updated SEQRA review and an amended project SEQRA determination (see 6 NYCRR, Sections 617.7(d)(e)(f));

and be it further

2nd RESOLVED, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

3rd RESOLVED, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 450-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of conditional non-significance in accordance with this Resolution.
DATED: May 16, 2017

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: May 31, 2017
RESOLUTION NO. - 2017, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 21 – SUNY AT STONY BROOK (CP 8121)

WHEREAS, the Sewer District No. 21 – SUNY treatment plant requires improvements; and

WHEREAS, Sewer District No. 21 – SUNY includes the SUNY Campus and Sewer District No. 10 – Stony Brook and Sewer District No. 19 - Haven Hills; and

WHEREAS, a public hearing was held on June 6, 2017 at the regularly scheduled meeting of the County Legislature in Hauppauge, New York, in connection with the proposed improvements; and

WHEREAS, there are sufficient funds identified in the 2017 Capital Budget and Program for the construction of improvements of Suffolk County Sewer District 21 – SUNY; and

WHEREAS, the funds are identified as being allocated 60% ($800,000) to other funds (SUNY Campus) and 20% to Sewer District Serial Bonds ($200,000) to Sewer District No. 10 – Stony Brook and Sewer District No. 19 – Haven Hills; and

WHEREAS, the Administrative Head of Sewer District No. 21 – SUNY has requested that funds be appropriated to cover construction costs associated with the treatment plant improvement project; and

WHEREAS, a resolution making certain findings and determinations and an order for the modification of the plan of service for Suffolk County Sewer District No. 21 – SUNY at Stony Brook Legislature was adopted via Resolution No. 654-2017; and

WHEREAS, a resolution authorizing the issuance of $1,000,000 Sewer District Serial Bonds and this resolution which appropriates funds have been submitted to the Legislature for approval; 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 2017 Capital Budget, as the basis for funding Capital Projects such as this project; and

WHEREAS, 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) (2) (refer to Resolution 111-2017) project is a “replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site”. Since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $200,000 in Sewer District Serial Bonds; and be it further
1st RESOLVED, that it is hereby determined that this project, with a priority ranking of seventy-seven (77), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd RESOLVED, that the proceeds of $200,000 in Sewer District Serial Bonds be and they hereby are appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Project Title</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>527-CAP-8121.312</td>
<td>Improvements to Sewer District 21-</td>
<td>$200,000</td>
</tr>
<tr>
<td>(Fund 221 Debt Service)</td>
<td>SUNY, Construction</td>
<td></td>
</tr>
</tbody>
</table>

3rd RESOLVED, that the proceeds of $800,000 in SUNY (Other) aid be and hereby appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Project Title</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ref-527-CAP-8121.312</td>
<td>Improvements to Sewer District 21-</td>
<td>$800,000</td>
</tr>
<tr>
<td></td>
<td>SUNY, Construction</td>
<td></td>
</tr>
</tbody>
</table>

; and be it further

4th RESOLVED, that the County Comptroller is hereby authorized, empowered and directed to accept SUNY (Other) Aid revenues as follows:

REVENUES, STATE AID:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>JC</th>
<th>Project Title</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ref-527-CAP-8121.312</td>
<td>80</td>
<td>Improvements to Sewer District 21-</td>
<td>$800,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SUNY, Construction</td>
<td></td>
</tr>
</tbody>
</table>

; and be it further

5th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C) (18), (20), (21), and (27) Information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action; Routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; Conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action; as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connection with routine or continuing agency administration and management; and be it further

6th RESOLVED, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the sewer district improvements to SD 21 – SUNY.
COUNTY EXECUTIVE OF SUFFOLK COUNTY

DATE OF APPROVAL:
# Statement of Financial Impact

## Type of Legislation

- Resolution: X
- Local Law: 
- Charter Law: 

## Title of Proposed Legislation

Appropriating Funds through the Issuance of Sewer District Serial Bonds for the Improvements for Suffolk County Sewer District No. 21 – SUNY.

## Purpose of Proposed Legislation

See No. 2 above

## Will the Proposed Legislation Have a Fiscal Impact?

- Yes: 
- No: X

## If the answer to Item 4 is "yes," on what will it impact?

<table>
<thead>
<tr>
<th>Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>County</td>
</tr>
<tr>
<td>Town</td>
</tr>
<tr>
<td>Economic Impact</td>
</tr>
<tr>
<td>Village</td>
</tr>
<tr>
<td>School District</td>
</tr>
<tr>
<td>Other (Specify): Sewer District</td>
</tr>
<tr>
<td>Library District</td>
</tr>
<tr>
<td>Fire District</td>
</tr>
</tbody>
</table>

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

This resolution appropriates Sewer District Serial Bonds which will be paid by the sewer district.

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

$1,000,000 (80% SUNY, 20% SD #10 and SD #19)

## Proposed Source of Funding

Sewer District Serial Bonds Supported by ASRF and SUNY

## Timing of Impact

Upon adoption.

## Typed Name & Title of Preparer

Ben Wright, P.E.
Principal Civil Engineer, Sanitation

## Signature of Preparer

Ben Wright, P.E.
Principal Civil Engineer, Sanitation

## Date

8-9-17
## Financial Impact
### 2017 Property Tax Levy
**Cost to the Average Taxpayer**

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Police District and District Court

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

### Combined

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Notes:
1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.
3) Source for equalization rates: 2016 county equalization rates established by the New York State Board of Equalization and Assessments.

To be completed by the Executive Budget Office
2017 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL - A Draft Resolution Appropriating Funds through the Issuance of Sewer District Serial Bonds for the Improvements for the Suffolk County Sewer District No. 21 – SUNY (CP 8121)

PURPOSE OR GENERAL IDEA OF BILL – To appropriate funds for construction of improvements to Sewer District No. 21.

SUMMARY OF SPECIFIC PROVISIONS – Funds will be utilized for rehabilitation and/or replaing preliminary treatment equipment and electrical components.

JUSTIFICATION – Improvements are necessary to the wastewater treatment plant electrical and preliminary systems.

FISCAL IMPLICATIONS - $1,000,000 will be utilized for construction in 2018. It is noted that 80% of the project cost is the responsibility of the SUNY Campus (State University Construction Fund).
<table>
<thead>
<tr>
<th>Tasks</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
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<tbody>
<tr>
<td>Financial Approval</td>
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</tr>
<tr>
<td>Design</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Construction</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sewer District No. 21 - Suny Stony Brook
CP 0121 Schedule
TO: Kathie Horst, Director of Intergovernmental Relations
FROM: Gilbert Anderson, P.E., Commissioner
SUBJECT: A Draft Resolution Appropriating Funds through the Issuance of Sewer District Serial Bonds for the Improvements for Suffolk County Sewer District No. 21 – SUNY (CP 8121)
DATE: August 9, 2017

Attached is a draft resolution, SCIN Form 175a and 175b, and backup for the referenced capital project filed as Reso DPW SD 21 – Improvements CP 8121 dated 8-9-17 and backup filed as Backup DPW SD 21 – Improvements CP 8121 dated 8-9-17. The resolution appropriates $1,000,000 for improvements to the preliminary treatment and electrical elements such as the transfer switch. The source of funding is Sewer District Serial Bonds and ‘other’ funds from SUNY, in a ratio of 20% and 80%, respectively, which is included in the Adopted 2017 Capital Budget. The project is essential to improve the above referenced elements at the facility.

The public hearing was held on June 6, 2017 and Findings Resolution adopted. We appreciate the resolution being laid on the table at the appropriate time.

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\2017 Resolutions\ga-bw8-9-17 Backup DPW sd21 Improvements (serial bonds) CP 8121 memo to KHorst.doc

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
335 YAPHANK AVENUE     YAPHANK, N.Y. 11980     (631) 852-4010

FAX (631) 852-4150
RESOLUTION NO. 654 -2017, A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AND ISSUING AN ORDER IN RELATION TO THE INCREASE AND IMPROVEMENT OF FACILITIES FOR SEWER DISTRICT NO. 21 – SUNY (CP 8121)

WHEREAS, pursuant to New York County Law Section 258, 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. 21 – SUNY; 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. 21 – SUNY; and

WHEREAS, these maps, plans, recommendations and cost estimates accompanied Suffolk County Resolution No. 405-2017 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. 21 – SUNY is $1 million; 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. 21 – SUNY, the annual 3% ASRF increase will result in an increase of approximately $7 to the typical property (mode) within the District, regardless of the increase or improvement to facilities; and

WHEREAS, pursuant to Suffolk County Resolution No. 405-2017 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. 21 – SUNY 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 Hauppauge, New York in said County on June 6, 2017 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. 21 – SUNY, as well as evidence given at the public hearing held on June 6, 2017; 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) (20) and (27) routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; as the proposal involves the adoption of regulations, policies, procedures, and local legislative decisions in connection with routine or continuing agency administration and management; and be it further

2nd

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. 21 – SUNY shall be set at a maximum of $1 million, 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. 21 – SUNY, 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. 21 – SUNY 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 $1 million on the increases and improvements to Suffolk County Sewer District No. 21 – SUNY as set forth in such maps, plans, reports, recommendations and estimate of costs.

and be it further

3rd

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. 21 – SUNY, 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. 21 – SUNY 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.

and be it further

4th

RESOLVED, that this resolution shall take effect immediately.

DATED: July 25, 2017

APPROVED BY:

/is/ Steven Bellone
County Executive of Suffolk County

Date: August 10, 2017
RESOLUTION NO. 111 -2017, MAKING A SEQUA DETERMINATION IN CONNECTION WITH THE PROPOSED DESIGN AND CONSTRUCTION OF IN-KIND REPLACEMENT AND REHABILITATION IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 21 – SUNY, (CP 8121), TOWN OF BROOKHAVEN

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) reviewed a project designated as the "Proposed Design and Construction of In-Kind Replacement and Rehabilitation Improvements to Suffolk County Sewer District No. 21 – SUNY, (CP 8121), Town of Brookhaven", pursuant to Local Law No. 22-1985, which project involves the design and construction of the necessary improvements to the wastewater treatment plan; and

WHEREAS, said wastewater treatment plant improvements include improvements to the influent screen area, electrical enhancements and the rehabilitation of buildings, tanks, piping and mechanical-electrical components; and

WHEREAS, at its January 18, 2017 meeting, the CEQ reviewed the information submitted by the Suffolk County Department of Public Works in connection with this project; and

WHEREAS, the CEQ recommended that the above activity be considered a Type II Action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(c)(1)(2)(20) and (27) and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated January 18, 2017 of said recommendations; and

WHEREAS, Section 450-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQUA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore be it

1st RESOLVED, that this Legislature hereby determines that the Proposed Design and Construction of In-Kind Replacement and Rehabilitation Improvements to Suffolk County Sewer District No. 21 – SUNY, (CP 8121), Town of Brookhaven, constitutes a Type II Action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(c)(1)(2)(20) and (27) and Chapter 450 of the Suffolk County Code, as the action involves maintenance, repair, replacement, rehabilitation or reconstruction of a structure or facility, in-kind, on the same site, that does not meet or exceed any thresholds in Title 6 NYCRR Part 617.4; and be it further

2nd RESOLVED, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

3rd RESOLVED, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 450-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is
hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED: March 7, 2017

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: March 13, 2017
RESOLUTION NO. - 2017, AUTHORIZING THE CONSTRUCTION OF WASTEWATER UPGRADES AT THE TOWN OF BROOKHAVEN LAKE RONKONKOMA BEACH USING THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM FUNDS (CP 8733)

WHEREAS, Local Law No. 31-2014, a Charter Law Amending the ¼% Suffolk County Drinking Water Protection Program (DWPP) for Enhanced Water Quality Protection, Wastewater Infrastructure and General Fund Property Tax Relief for Suffolk County, created the 2014 Enhanced Suffolk County Water Quality Protection Program, codified in Suffolk County Charter Article XII; and

WHEREAS, Local Law No. 31-2014 was approved at a referendum in November of 2014, by Suffolk County voters; and

WHEREAS, the 2017 Adopted Capital Budget contains three water quality protection 2014 Referendum Capital Projects totaling $29.4 million: CP 8732 for land purchases ($20.0 million), CP 8733 for water quality projects ($4.7 million), CP 8734 for sewer improvement projects ($4.7 million); and

WHEREAS, the Suffolk County Legislature has determined that the Drinking Water Protection Program is essential to the well-being of the County's drinking water supply, and it is in the best interest of the County's residents to preserve the sanctity of the Program and to secure significant environmental and public health benefits; and

WHEREAS, resolution 437-2016 appropriated $4.7 million in serial bond proceeds for water quality protection and restoration program and land stewardship initiatives projects as set forth in the Enhanced Suffolk County Water Quality Protection Program; and

WHEREAS, Lake Ronkonkoma is listed on the NYSDEC 303d list of impaired water bodies; and

WHEREAS, Lt. Michael P. Murphy Memorial Park, located in the Town of Brookhaven, is situated adjacent to Lake Ronkonkoma; and

WHEREAS, this scenic park offers a variety of recreational opportunities to the public; and

WHEREAS, the Town of Brookhaven has requested funding that will enable them to implement the installation of an upgrade of the existing sewage disposal system; and

WHEREAS, the existing system, installed in the 1980's, appears to be code conforming; and

WHEREAS, the upgrade of the existing sewage disposal system will reduce the overall nitrogen loading to the area's groundwater and will help improve overall water quality; and
WHEREAS, upon completion it is anticipated that the system will remove approximately 58 pounds of nitrogen per year from the wastewater generated by the facility; and

WHEREAS, the proposed treatment system will be equipped with influent and effluent sampling locations within the system to enable monitoring by the Suffolk County Department of Health Services; 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 2017 Capital Budget as the basis for funding capital projects such as this project; and

WHEREAS, funding is requested for this project through the New Enhanced Suffolk County Water Quality Protection Program; and

WHEREAS, the Suffolk County Water Quality Review Committee at its meeting on July 26, 2017, pursuant to Article XII of the Suffolk County Charter, has recommended funding the Lake Ronkonkoma Park Wastewater Upgrade Project; and

WHEREAS, the project will be completed within two years of the date of adoption of this Resolution; and

WHEREAS, the Town of Brookhaven has, by Resolution number 2017-0589, committed to providing matching funds for this project in the required minimum of 50% of the total project cost; and

WHEREAS, the Suffolk County Department of Economic Development and Planning, has submitted an application to the New York State Department of Environmental Conservation’s Water Quality Improvement Program to provide the matching funds for this project in the required minimum of 50% of the total project cost; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $66,330 in Suffolk County Serial Bonds; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-nine (69), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd RESOLVED, pursuant to the new Article XII A of the Suffolk County Charter, CP 8733.310 funding shall be used for water quality protection and restoration program and land stewardship initiatives projects as set forth in Section C12-2(B) of the Suffolk County Charter, exclusive of Suffolk County personnel costs; and be it further

3rd RESOLVED, that the County Comptroller is hereby authorized to reserve and to pay $66,330, from the appropriated fund in capital project 525-CAP-8733.310 for the New Enhanced Suffolk County Water Quality Protection Program – 2014 Referendum, Water Quality Projects component, Section C12-2(B) of the Suffolk County Charter, for this water quality restoration project, 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, has reviewed the proposed action and hereby
determines that it is a Type II action under part 617.5(c) (2), replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes; and be it further

5th 

RESOLVED, provisions of this funding is contingent upon the Suffolk County Department of Economic Development and Planning’s successful application to the New York State Department of Environmental Conservation’s Water Quality Improvement Program; and be it further

6th 

RESOLVED, that the County Executive or designee, and the Department of Economic Development and Planning, with the approval of the County Attorney, are hereby authorized and empowered to take such actions and execute such documents as may be necessary or desirable, consistent with the purposes and intent of the foregoing resolution.

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  Charter Law

2. Title of Proposed Legislation
   RESOLUTION NO. 2017, AUTHORIZING THE CONSTRUCTION OF WASTEWATER UPGRADES AT THE TOWN OF BROOKHAVEN LAKE RONKONKOMA BEACH USING THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM FUNDS (CP 8733)

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
   SUFFOLK COUNTY SERIAL BONDS PER LOCAL LAW 31-2014, a Charter Law Amending the ½% Suffolk County Drinking Water Protection Program (DWPP) for Enhanced Water Quality Protection, Wastewater Infrastructure and General Fund Property Tax Relief for Suffolk County, created the 2014 Enhanced Suffolk County Water Quality Protection Program, codified in Suffolk County Charter Article XI A.

9. Timing of Impact
   IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2018 AND DEBT SERVICE WILL COMMENCE SPRING 2019. THERE IS NO FISCAL IMPACT IN 2017 AND 2018. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2019 OPERATING BUDGET. ATTACHED 2019 CAT BASED ON 2017 DATA.

10. Typed Name & Title of Preparer
   Nicholas Paglia
   Chief Budget Examiner

11. Signature of Preparer
   [Signature]

12. Date
   August 23, 2017

SCIN FORM 175b (10/95)
### GENERAL FUND

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<th>2019 PROPERTY TAX LEVY</th>
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<th>2019 RATE PER $1000</th>
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### POLICE DISTRICT AND DISTRICT COURT

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<tr>
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**NOTES:**


2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES. SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2016-2017 AS ESTABLISHED BY RESO. 1069-2016.

3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office
<table>
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<th>Date</th>
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<th>Principal</th>
<th>Interest</th>
<th>Total Debt Service</th>
<th>Fiscal Debt Service</th>
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Note: The table includes a row for each year from 2019 to 2024, indicating the coupon rate, principal paid, interest paid, and total debt service. The fiscal debt service remains constant for each year.
### GENERAL FUND

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**NOTES:**

1. **SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION:** SUFFOLK COUNTY REAL PROPERTY, 2016.
3. **SOURCE FOR EQUALIZATION RATES:** 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office
## FINANCIAL IMPACT
### 2018 PROPERTY TAX LEVY
### COST TO THE AVERAGE TAXPAYER

**GENERAL FUND**

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### NOTES:

3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
August 14, 2017

Mrs. Katie Horst
Director of Intergovernmental Relations
H. Lee Dennison Bldg. 12th Floor
Hauppauge, NY  11788-0099

Dear Mrs. Horst:

Enclosed for your consideration and submission is the proposed resolution pursuant to:

AUTHORIZING THE CONSTRUCTION OF WASTEWATER UPGRADES AT TOWN OF BROOKHAVEN LAKE RONKONKOMA BEACH, USING THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM FUNDS

There are sufficient funds included in the CP 8733.310 for this project. The Suffolk County Water Quality Review Committee, at its July 26, 2017 meeting, approved funding for an upgrade to the Onsite Wastewater Treatment System at Lt. Michael P. Murphy Memorial Park, located adjacent to Lake Ronkonkoma, in the Town of Brookhaven, as an appropriate use of the New Enhanced Suffolk County Water Quality Protection Program funds in the amount of $66,330.

After your examination, please place this on the Legislative Agenda. If you have any questions or concerns, please contact me.

Sincerely,

[Signature]

Dorian Dale
Director of Sustainability
Department of Economic Development and Planning

DD: mm
Enc.
2017 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title of Resolution:

AUTHORIZING THE CONSTRUCTION OF WASTEWATER UPGRADES AT THE TOWN OF BROOKHAVEN LAKE RONKONKOMA BEACH, USING THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM FUNDS

PURPOSE OR GENERAL IDEA OF BILL:
To provide the Town of Brookhaven with funding to install an upgraded On-site Waste Water Treatment System in Lt. Michael P. Murphy Memorial Park, adjacent to Lake Ronkonkoma, located in the Town of Brookhaven.

SUMMARY OF SPECIFIC PROVISIONS:
This resolution authorizes the County Comptroller is hereby authorized to reserve and to pay $66,330, from the appropriated fund in capital project 525-CAP-8733.310 for the New Enhanced Suffolk County Water Quality Protection Program – 2014 Referendum, Water Quality Projects component, Section C12-2(B) of the Suffolk County Charter, for the purpose of providing funding to the Town of Brookhaven, to install an upgraded On-site Waste Water Treatment System in Lt. Michael P. Murphy Memorial Park, adjacent to Lake Ronkonkoma, located in the Town of Brookhaven. Upon completion, it is anticipated that the system will remove approximately 58 pounds per year of nitrogen from the wastewater generated by the facility. The proposed treatment system will be equipped with influent and effluent sampling locations within the system to allow for monitoring by SCDHS.

JUSTIFICATION:
The funding for upgrading the On-site Waste Water Treatment System in Lt. Michael P. Murphy Memorial Park was recommended at the July 26, 2017 meeting, of the Suffolk County Water Quality Review Committee. The Committee, pursuant to Article XII of the Suffolk County Charter, has recommended funding the construction portion of this project as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship funds. It was deemed by the Committee to be a prudent and beneficial use of the New Enhanced Suffolk County Water Quality Protection Program funds. An upgrade of the existing sewage disposal system to a more efficient nitrogen removal system will reduce the overall nitrogen loading to the groundwater; which will help improve the overall water quality.

FISCAL IMPLICATIONS

There will be no fiscal impact to the General Fund. All funding for this project will come from the New Enhanced Suffolk County Water Quality Protection Program funding.
RESOLUTION NO. - 2017, AUTHORIZING THE CONSTRUCTION OF WASTEWATER UPGRADES AT TOWN OF ISLIP LAKE RONKONKOMA PARK, USING THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM FUNDS (CP 8733)

WHEREAS, Local Law No. 31-2014, a Charter Law Amending the §6 Suffolk County Drinking Water Protection Program (DWPP) for Enhanced Water Quality Protection, Wastewater Infrastructure and General Fund Property Tax Relief for Suffolk County, created the 2014 Enhanced Suffolk County Water Quality Protection Program, codified in Suffolk County Charter Article XII-A; and

WHEREAS, Local Law No. 31-2014 was approved at a referendum in November of 2014, by Suffolk County voters; and

WHEREAS, the 2017 Adopted Capital Budget contains three water quality protection 2014 Referendum Capital Projects totaling $29.4 million: CP 8732 for land purchases ($20.0 million), CP 8733 for water quality projects ($4.7 million), CP 8734 for sewer improvement projects ($4.7 million); and

WHEREAS, the Suffolk County Legislature has determined that the Drinking Water Protection Program is essential to the well-being of the County's drinking water supply, and it is in the best interest of the County's residents to preserve the sanctity of the Program and to secure significant environmental and public health benefits; and

WHEREAS, resolution 437-2016 appropriated $4.7 million in serial bond proceeds for water quality protection and restoration program and land stewardship initiatives projects as set forth in the Enhanced Suffolk County Water Quality Protection Program; and

WHEREAS, Lake Ronkonkoma is listed on the NYSDEC 303(d) list of impaired water bodies; and

WHEREAS, Islip Town's Ronkonkoma Beach Park is situated adjacent to Lake Ronkonkoma; and

WHEREAS, this scenic park offers a variety of recreational opportunities to the public; and

WHEREAS, the Town of Islip has requested funding that will enable them to implement the upgrade of the existing sewage disposal system; and

WHEREAS, the existing system, installed prior to 1992, appears to be code conforming; and

WHEREAS, the upgrade of the existing sewage disposal system will reduce the overall nitrogen loading to the area's groundwater and will help improve overall water quality; and
WHEREAS, upon completion it is anticipated that the system will remove approximately 74 pounds per year of nitrogen from the wastewater generated by the facility; and

WHEREAS, the proposed treatment system will be equipped with influent and effluent sampling locations within the system to allow for continued monitoring by the Suffolk County Department of Health Services; 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 2017 Capital Budget as the basis for funding capital projects such as this project; and

WHEREAS, funding is requested for this project through the New Enhanced Suffolk County Water Quality Protection Program; and

WHEREAS, the Suffolk County Water Quality Review Committee at its meeting on July 26, 2017, pursuant to Article XII of the Suffolk County Charter, has recommended funding the Lake Ronkonkoma County Park Wastewater Upgrades Project; and

WHEREAS, the project will be completed within two years of the date of adoption of this Resolution; and

WHEREAS, the Suffolk County Department of Economic Development and Planning, has submitted an application to the New York State Department of Environmental Conservation's Water Quality Improvement Program to provide the matching funds for this project in the required minimum of 50% of the total project cost; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $57,500 in Suffolk County Serial Bonds; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-nine (69), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd RESOLVED, pursuant to the new Article XII A of the Suffolk County Charter, CP 8733.310 funding shall be used for water quality protection and restoration program and land stewardship initiatives projects as set forth in Section C12-2(B) of the Suffolk County Charter, exclusive of Suffolk County personnel costs; and be it further

3rd RESOLVED, that the County Comptroller is hereby authorized to reserve and to pay $57,500, from the appropriated fund in capital project 525-CAP-8733.310 for the New Enhanced Suffolk County Water Quality Protection Program – 2014 Referendum, Water Quality Projects component, Section C12-2(B) of the Suffolk County Charter, for this water quality restoration project, 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, has reviewed the proposed action and hereby determines that it is a Type II action under part 617.5(c) (2), replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes; and be it further
5th RESOLVED, provisions of this funding is contingent upon the Suffolk County Department of Economic Development and Planning's successful application to the New York State Department of Environmental Conservation's Water Quality Improvement Program; and be it further

6th RESOLVED, that the County Executive or designee, and the Suffolk County Department of Economic Development and Planning, with the approval of the County Attorney, are hereby authorized and empowered to take such actions and execute such documents as may be necessary or desirable, consistent with the purposes and intent of the foregoing resolution.

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 _____ Charter Law _____

2. Title of Proposed Legislation

RESOLUTION NO. 2017, AUTHORIZING THE CONSTRUCTION OF WASTEWATER UPGRADES AT TOWN OF ISLIP LAKE RONKONKOMA PARK, USING THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM FUNDS (CP 8733)

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

SUFFOLK COUNTY SERIAL BONDS PER LOCAL LAW 31-2014, a Charter Law Amending the ¾% Suffolk County Drinking Water Protection Program (DWPP) for Enhanced Water Quality Protection, Wastewater Infrastructure and General Fund Property Tax Relief for Suffolk County, created the 2014 Enhanced Suffolk County Water Quality Protection Program, codified in Suffolk County Charter Article XII.A.

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2018 AND DEBT SERVICE WILL COMMENCE SPRING 2019. THERE IS NO FISCAL IMPACT IN 2017 AND 2018. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2019 OPERATING BUDGET. ATTACHED 2019 CAT BASED ON 2017 DATA.

10. Typed Name & Title of Preparer
Nicholas Paglia
Chief Budget Examiner

11. Signature of Preparer

12. Date
August 23, 2017

SCIN FORM 175b (10/95)
# FINANCIAL IMPACT
2019 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

## GENERAL FUND

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## POLICE DISTRICT AND DISTRICT COURT

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## NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
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NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.
# Financial Impact

## 2018 Property Tax Levy

### Cost to the Average Taxpayer

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### Notes:

1. **Source for number of family parcels and corresponding assessed valuation:** Suffolk County Real Property, 2016.
3. **Source for equalization rates:** 2016 County Equalization Rates Established by the New York State Board of Equalization and Assessments.

Page 2 of 2

To be completed by the Executive Budget Office
August 14, 2017

Mrs. Katie Horst
Director of Intergovernmental Relations
H. Lee Dennison Bldg. 12th Floor
Hauppauge, NY 11788-0099

Dear Mrs. Horst:

Enclosed for your consideration and submission is the proposed resolution pursuant to:

AUTHORIZING THE CONSTRUCTION OF WASTEWATER UPGRADES AT TOWN OF ISLIP LAKE RONKONKOMA PARK, USING THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM FUNDS

There are sufficient funds included in the CP 8733.310 for this project. The Suffolk County Water Quality Review Committee, at its July 26, 2017 meeting, approved funding for an upgrade to the On-site Wastewater Treatment System at Islip Town's Ronkonkoma Beach Park as an appropriate use of the New Enhanced Suffolk County Water Quality Protection Program funds in the amount of $57,500.

After your examination, please place this on the Legislative Agenda. If you have any questions or concerns, please contact me.

Sincerely,

[Signature]

Dottan Dale
Director of Sustainability
Department of Economic Development and Planning

DD:mm
Enc.
Title of Resolution:

AUTHORIZING THE CONSTRUCTION OF WASTEWATER UPGRADES AT TOWN OF ISLIP LAKE RONKONKOMA PARK, USING THE NEW ENHANCED SUFFOLK COUNTY WATER QUALITY PROTECTION PROGRAM FUNDS

PURPOSE OR GENERAL IDEA OF BILL:
To provide the Town of Islip with funding to install an upgraded On-site Waste Water Treatment System at Islip Town’s Ronkonkoma Beach Park, located within the hamlet of Ronkonkoma in the Town of Islip.

SUMMARY OF SPECIFIC PROVISIONS:
This resolution authorizes the County Comptroller is hereby authorized to reserve and to pay $57,500, from the appropriated fund in capital project 525-CAP-8733.310 for the New Enhanced Suffolk County Water Quality Protection Program – 2014 Referendum, Water Quality Projects component, Section C12-2(B) of the Suffolk County Charter, for the purpose of providing the Town of Islip with funding to install an upgraded on-site Waste Water Treatment System at Islip Town’s Ronkonkoma Beach Park, located within the hamlet of Ronkonkoma in the Town of Islip. Upon completion, it is anticipated that the system will remove approximately 74 pounds per year of nitrogen from the wastewater generated by the facility. The proposed treatment system will be equipped with influent and effluent sampling locations within the system to allow for monitoring by SCDHS.

JUSTIFICATION:
The funding for upgrading the On-site Waste Water Treatment System in Ronkonkoma Beach Park was recommended at the July 26, 2017 meeting, of the Suffolk County Water Quality Review Committee. The Committee, pursuant to Article XII of the Suffolk County Charter, has recommended funding the construction portion of this project as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship funds. It was deemed by the Committee to be a prudent and beneficial use of the New Enhanced Suffolk County Water Quality Protection Program funds. An upgrade of the existing sewage disposal system to a more efficient nitrogen removal system will reduce the overall nitrogen loading to the groundwater; which will help improve the overall water quality.

FISCAL IMPLICATIONS

There will be no fiscal impact to the General Fund. All funding for this project will come from the New Enhanced Suffolk County Water Quality Protection Program funding.
RESOLUTION NO. - 2017, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 36, SOUTH COUNTRY ROAD (CP 5541)

WHEREAS, the Commissioner of Public Works has requested funds for planning in connection with improvements to CR 36, South Country Road; and

WHEREAS, there are sufficient funds within the 2017 Capital Budget and Program to cover the cost of said request; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $600,000 in Suffolk County Serial Bonds; now, therefore be it

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 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, authorizes environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the County to commence, engage in or approve such action; adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution; and be it further

RESOLVED, that it is hereby determined that this project, with a priority ranking of thirty-two (32) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

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 36, South Country Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

RESOLVED, that the proceeds of $600,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:
Project No.
525-CAP-5541.111
(Fund 001 Debt Service)

J.C.  Project Title
50 Improvements to CR 36, South
      Country Road

Amount
$600,000

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:
1. Type of Legislation
Resolution __X__  Local Law ____  Charter Law ____

2. Title of Proposed Legislation
RESOLUTION NO. 2017, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 36, SOUTH COUNTRY ROAD (CP 5541)

3. Purpose of Proposed Legislation
See above.

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact
SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.

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

8. Proposed Source of Funding
SERIAL BONDS

9. Timing of Impact
IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2018 AND DEBT SERVICE WILL COMMENCE SPRING 2019. THERE IS NO FISCAL IMPACT IN 2017 AND 2018. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2019 OPERATING BUDGET. ATTACHED 2019 CAT BASED ON 2017 DATA.

10. Typed Name & Title of Preparer  Nicholas Paglia  Chief Budget Examiner
11. Signature of Preparer
12. Date  August 22, 2017

SCIN FORM 175b (10/95)
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**Notes:**

1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.


3) Source for equalization rates: 2016 County Equalization rates established by the New York State Board of Equalization and Assessments.

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To be completed by the Executive Budget Office
## FINANCIAL IMPACT
**2017 PROPERTY TAX LEVY**
**COST TO THE AVERAGE TAXPAYER**

### GENERAL FUND

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<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FEV TAX RATE PER $1000</th>
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<tbody>
<tr>
<td>TOTAL</td>
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### NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
## GENERAL FUND

<table>
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## POLICE DISTRICT AND DISTRICT COURT

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</tbody>
</table>

### NOTES:

3. SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
TITLE OF BILL: Appropriating Funds in Connection with Improvements to CR 36, South Country Road (CP 5541)

PURPOSE OR GENERAL IDEA OF BILL: Funding to provide for consultant services to survey and design along CR 36, South Country Road from the vicinity of Academy Lane to the vicinity of CR 80, Montauk Highway. Many roadway aspects will be explored including existing drainage system(s), the need for new curb and sidewalk, making sure that the County is current with ADA (Americans with Disabilities Act) compliance, evaluating the traffic signal system at the intersections of CR 36 and Station/Bellport Lane, Beaverdam Road and Montauk Highway, and the need to upgrade traffic signal equipment, pavement markings and signs.

SUMMARY OF SPECIFIC PROVISIONS: There is sufficient funding in the 2017 Capital Budget for this request.

JUSTIFICATION: These funds will enable the County to procure services of a consultant engineering firm to provide survey and design services to develop a program to improve CR 36, South Country 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.
MEMORANDUM

TO: Katie Horst, Director, Intergovernmental Relations
FROM: Gilbert Anderson, P.E. Commissioner
DATE: August 8, 2017
RE: Appropriating Funds in Connection with Improvements to CR 36, South Country Road (CP 5541)

Attached is a draft resolution to appropriate the sum of $600,000 for planning in connection with the above referenced project. There are sufficient funds included in the 2017 Capital Budget and Program for this project.

These funds will enable the County to procure services of a consultant engineering firm to provide survey and design services to reconstruct CR 36, South Country Road from the vicinity of Academy Lane to the vicinity of CR 80, Montauk Highway. Many roadway aspects will be explored including existing drainage system(s), the need for new curb and sidewalk, ensuring that the County is current with ADA (Americans with Disabilities Act) compliance, as well as evaluating the traffic signal system at the intersections of CR 36 with Station/Bellport Lane, Beaverdam Road and Montauk Highway, upgrading the signal equipment, pavement markings and signs, as needed.

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

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title “Reso-DPW-CP5541(CR36).doc”.

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Executive Assistant for Finance & Administration
RESOLUTION NO. - 2017, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 4, COMMACK ROAD IN THE HAMLETS OF DEER PARK, BRENTWOOD, COMMACK AND DIX HILLS (CP 5584)

WHEREAS, the Commissioner of Public Works has requested funds for planning in connection with improvements to CR 4, Commack Road; and

WHEREAS, there are sufficient funds within the 2017 Capital Budget and Program to cover the cost of said request; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $250,000 in Suffolk County Serial Bonds; now, therefore be it

1st

RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), 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 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, authorizes environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the County to commence, engage in or approve such action. Adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution; and be it further

2nd

RESOLVED, that it is hereby determined that this project, with a priority ranking of thirty-two (32) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 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 4, Commack Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th

RESOLVED, that the proceeds of $250,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:
Project No. 525-CAP-5584.111  
(Fund 001 Debt Service)

J.G.  
50

Project Title  
Improvements to CR 4, Commack Road - Planning

Amount  
$250,000

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County

Date of Approval:
**STATEMENT OF FINANCIAL IMPACT**  
**OF PROPOSED SUFFOLK COUNTY LEGISLATION**

<table>
<thead>
<tr>
<th>1. Type of Legislation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resolution <strong>X</strong></td>
</tr>
<tr>
<td>Local Law</td>
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<tr>
<td>Charter Law</td>
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<table>
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<tr>
<th>2. Title of Proposed Legislation</th>
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<td>RESOLUTION NO. 2017, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 4, COMMACK ROAD IN THE HAMLETS OF DEER PARK, BRENTWOOD, COMMACK AND DIX HILLS (CP 5584)</td>
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<table>
<thead>
<tr>
<th>3. Purpose of Proposed Legislation</th>
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<tbody>
<tr>
<td>See above.</td>
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<table>
<thead>
<tr>
<th>4. Will the Proposed Legislation Have a Fiscal Impact?</th>
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<tbody>
<tr>
<td>Yes <strong>X</strong>  No <strong>X</strong></td>
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<table>
<thead>
<tr>
<th>5. If the answer to item 4 is &quot;yes&quot;, on what will it impact? (circle appropriate category)</th>
</tr>
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<tbody>
<tr>
<td><strong>County</strong>  Town  Economic Impact  Village  School District  Other (Specify):  Library District  Fire District</td>
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<table>
<thead>
<tr>
<th>6. If the answer to item 5 is &quot;yes&quot;, Provide Detailed Explanation of Impact</th>
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<tbody>
<tr>
<td>SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.</td>
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<table>
<thead>
<tr>
<th>7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.</th>
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<tbody>
<tr>
<td>SEE ATTACHED DEBT SCHEDULE</td>
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<table>
<thead>
<tr>
<th>8. Proposed Source of Funding</th>
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<tbody>
<tr>
<td>SERIAL BONDS</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>9. Timing of Impact</th>
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</thead>
<tbody>
<tr>
<td>IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2018 AND DEBT SERVICE WILL COMMENCE SPRING 2019. THERE IS NO FISCAL IMPACT IN 2017 AND 2018. EASIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2019 OPERATING BUDGET. ATTACHED 2019 CAT BASED ON 2017 DATA.</td>
</tr>
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<table>
<thead>
<tr>
<th>10. Typed Name &amp; Title of Preparer</th>
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<tbody>
<tr>
<td>Nicholas Paglia  Chief Budget Examiner</td>
</tr>
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<table>
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<tr>
<th>11. Signature of Preparer</th>
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<tr>
<th>12. Date</th>
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SCIN FORM 175b (10/95)
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<th>Interest</th>
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<th>Fiscal Debt Service</th>
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6/1/2025

6/1/2026

6/1/2027

6/1/2028

6/1/2029

6/1/2030

6/1/2031

6/1/2032

6/1/2033

6/1/2034

6/1/2035

6/1/2036
# FINANCIAL IMPACT
## 2019 PROPERTY TAX LEVY
### COST TO THE AVERAGE TAXPAYER

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<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$53,040</td>
<td>$0.10</td>
<td>$0.000</td>
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## POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th></th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2018 FEV TAX RATE PER $1000</th>
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<td>$54,040</td>
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</table>

**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
## FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

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Page 2 of 2

To be completed by the Executive Budget Office.
## FINANCIAL IMPACT

2018 PROPERTY TAX LEVY
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**NOTES:**

3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
TITLE OF BILL: Appropriating Funds in Connection with Improvements to CR 4, Commack Road (CP 5584)

PURPOSE OR GENERAL IDEA OF BILL: Funding will enable the County to procure services of a consultant engineering firm to provide survey and design services to improve safety and identify capacity concerns at the intersection of CR 4, Commack Road at Long Island Avenue. The development of the Heartland Industrial Complex has increased motorist activity and the LIRR station at Deer Park has increased pedestrian activity in this vicinity. Many aspects will be explored including increasing capacity, review of drainage systems, curb and sidewalk and ADA compliance. The traffic signal system at this intersection will be evaluated, and upgraded as needed.

SUMMARY OF SPECIFIC PROVISIONS: There is sufficient funding in the 2017 Capital Budget for this request.

JUSTIFICATION: These funds will enable the County to procure services of a consultant engineering firm to provide survey and design services to develop a program to improve CR 4, Commack Road in the vicinity of Long Island Avenue.

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

TO: Katie Horst, Director, Intergovernmental Relations
FROM: Gilbert Anderson, P.E. Commissioner
DATE: August 9, 2017
RE: Appropriating Funds in Connection with Improvements to CR 4, Commack Road (CP 5584)

Attached is a draft resolution to appropriate the sum of $250,000 for planning in connection with the above referenced project. There are sufficient funds included in the 2017 Capital Budget and Program for this project.

These funds will enable the County to procure services of a consultant engineering firm to provide survey and design services to improve safety and identify capacity concerns at the intersection of CR 4, Commack Road in the vicinity of Long Island Avenue. The development of the Heartland Industrial Complex has increased motorist activity and the LIRR station at Deer Park has increased pedestrian activity in the surrounding area. Many aspects will be explored including increasing capacity, review of existing drainage systems and the possible need for additional drainage, the need for new curb and sidewalk and ensuring that the County is current with ADA (Americans with Disabilities Act) compliance. The traffic signal system at this intersection will be evaluated, upgrading signal equipment, pavement markings and signs, as needed.

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

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title “Reso-DPW-CP5584(CR4).doc”.

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Executive Assistant for Finance & Administration
RESOLUTION NO. 2017, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 21, FROM NYS ROUTE 25 TO YAPHANK AVENUE AT L.I.E., NORTH SERVICE ROAD (CP 5138)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with improvements to CR 21, Yaphank Avenue/Middle Island-Yaphank Road/Main Street/Rocky Point Road; and

WHEREAS, there are sufficient funds within the 2017 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, that this Legislature hereby determined that the proposed Improvements to CR 21, Yaphank Avenue/Middle Island-Yaphank Road/Main Street/Rocky Point Road, constitutes an Unlisted action (as adopted by Resolution No. 776-2016), pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code, and the proposed project will not have significant adverse impacts on the environment; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $1,900,000 in Suffolk County Serial Bonds; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-seven (57) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd RESOLVED, 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 21, Yaphank Avenue/Middle Island-Yaphank Road/Main Street/Rocky Point Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C) (18), (20), (21), and (27) Information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action; Routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; Conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action; as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connection with routine or continuing agency administration and management; and be it further
RESOLVED, that the proceeds of $1,900,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>J.C.</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-5136.310</td>
<td>50</td>
<td>Improvements to CR 21, Yaphank Avenue/Middle Island-Yaphank Road/Main Street/Rocky Point Road - Construction</td>
<td>$1,900,000</td>
</tr>
</tbody>
</table>

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:
<table>
<thead>
<tr>
<th>Date</th>
<th>Coupon</th>
<th>Principal</th>
<th>Interest</th>
<th>Total Debt Service</th>
<th>Fiscal Debt Service</th>
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1. Type of Legislation

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<th>Charter Law</th>
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2. Title of Proposed Legislation

**RESOLUTION NO. - 2017, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 21, FROM NYS ROUTE 25 TO YAPHANK AVENUE AT L.I.E., NORTH SERVICE ROAD (CP 5138)**

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)

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<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
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<tbody>
<tr>
<td>Village</td>
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<td>Other (Specify):</td>
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<tr>
<td>Library District</td>
<td>Fire District</td>
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6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

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

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

**IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2018 AND DEBT SERVICE WILL COMMENCE SPRING 2019. THERE IS NO FISCAL IMPACT IN 2017 AND 2018. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2019 OPERATING BUDGET. ATTACHED 2019 CAT BASED ON 2017 DATA.**

10. Typed Name & Title of Preparer

Nicholas Paglia  
Chief Budget Examiner

11. Signature of Preparer

[Signature]

12. Date

August 25, 2017

SCIN FORM 175b (10/95)

Page 1 of 2
FINANCIAL IMPACT
2019 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

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<tr>
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<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 RATE PER $1000</th>
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POLICE DISTRICT AND DISTRICT COURT

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COMBINED

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<th>2018 FEV TAX RATE PER $1000</th>
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<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.28</td>
<td>$0.001</td>
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NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.
### General Fund

<table>
<thead>
<tr>
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<th>2017 Property Tax Levy</th>
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<th>2017 Rate per $1000</th>
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### Police District and District Court

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<tbody>
<tr>
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<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
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<td>$0.00</td>
<td>$0.00</td>
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**Notes:**

1. Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.
3. Source for equalization rates: 2016 County Equalization Rates established by the New York State Board of Equalization and Assessments.

To be completed by the Executive Budget Office.
### GENERAL FUND

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<th>2018 RATE PER $1,000</th>
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### POLICE DISTRICT AND DISTRICT COURT

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<th>2018 FEV TAX RATE PER $1,000</th>
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### COMBINED

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<tbody>
<tr>
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<td>$0.00</td>
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</table>

**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
2017 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating Funds in Connection with Improvements to CR 21, Yaphank Avenue/Middle Island-Yaphank Road/Main Street/Rocky Point Road (CP 5138)

PURPOSE OR GENERAL IDEA OF BILL: This funding will implement improvements to CR 21, Middle Island-Yaphank Road from the vicinity of Longwood Middle School to the vicinity of NYS Route 25. Proposed improvements will included rehabilitation of existing deteriorated pavement, repair and upgrade of existing drainage systems, installation of new curbs and sidewalks to provide pedestrian safety, installation of pavement markings, signing and upgrading of existing traffic signals to meet current standards.

SUMMARY OF SPECIFIC PROVISIONS: There is sufficient funding in the 2017 Capital Budget for this request.

JUSTIFICATION: These funds will enable Suffolk County to proceed to construction Letting.

FISCAL IMPLICATIONS: Bonds will be issued to finance this project and principal and interest costs will be incurred over the life of the Bonds.
RESOLUTION NO. 776 -2016, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED IMPROVEMENTS TO CR 21, MIDDLE ISLAND – YAP Hank ROAD, FROM LONGWOOD MIDDLE SCHOOL TO NEW YORK STATE 25, CP 5138, TOWN OF BROOKHAVEN

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) reviewed a project designated as the "Proposed Improvements to CR 21, Middle Island – Yaphank Road, from Longwood Middle School to New York State 25, CP 5138, Town of Brookhaven", pursuant to Local Law No. 22-1985, which project involves improvements to County Road 21, Middle Island – Yaphank Road from Longwood Middle School to New York State 25, Middle Country Road; and

WHEREAS, these proposed improvements include providing continuous curb and sidewalks on both sides of the roadway for pedestrian safety and mobility, rehabilitating existing pavement, providing drainage improvements and providing operational improvements at the Longwood Middle School entrances; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and a presentation was made by the Principal of Stantec Consulting Services and subsequently sent out to all concerned parties; and

WHEREAS, at its July 20, 2016 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Public Works; and

WHEREAS, the CEQ recommended that the above activity be considered an Unlisted Action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated July 22, 2016 of said recommendations; and

WHEREAS, Section 450-5(H) of the SUF OLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore be it

1st RESOLVED, that this Legislature hereby determines that the Proposed Improvements to CR 21, Middle Island – Yaphank Road, from Longwood Middle School to New York State 25, CP 5138, Town of Brookhaven constitutes an Unlisted Action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the SUF OLK COUNTY CODE, that the proposed project will not have significant adverse impacts on the environment for the following reasons:

1) the proposed action will not exceed any of the criteria set forth in Title 6 NYCRR, Part 617.7, 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 or the Suffolk County Code;

3) the proposed construction will be of temporary duration and will be coordinated with the Longwood Middle School so that the heavy construction activities such as milling, pavement removals and paving are performed during evenings, weekends or periods when the school does not have peak activities scheduled;

4) the proposed improvements to the County Road 21 and the adjacent sidewalks will improve vehicular and pedestrian safety along the road corridor;

and be it further

2nd RESOLVED, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

3rd RESOLVED, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 450-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED: September 7, 2016

APPROVED BY:

[Signature]

County Executive of Suffolk County

Date: SEP 09 2016
This is to certify that I, Jason Richberg, Clerk of the
County Legislature of the County of Suffolk, have compared the foregoing
copy of resolution with the original resolution now on file in this office, and
which was duly adopted by the County Legislature of said County on
September 7, 2016 and that the same is a true and
correct transcript of said resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the
official seal of the County Legislature of the County of Suffolk.

[Signature]
Clerk of the Legislature
MEMORANDUM

TO: Katie Horst, Director, Intergovernmental Relations
FROM: Gilbert Anderson, P.E. Commissioner
DATE: August 10, 2017
RE: Appropriating Funds in Connection with Improvements to CR 21, Yaphank Avenue/Middle Island-Yaphank Road/Main Street/Rocky Point Road (CP 5138)

Attached is a draft resolution to appropriate the sum of $1,900,000 for construction in connection with the above referenced project. There are sufficient funds included in the 2017 Capital Budget and Program for this project.

This funding will implement improvements to CR 21, Middle Island-Yaphank Road from the vicinity of Longwood Middle School to the vicinity of NYS Route 25. Proposed improvements will include rehabilitation of existing deteriorated pavement, repair and upgrade of existing drainage systems, installation of new curbs and sidewalks to provide pedestrian safety, installation of pavement markings, signing and upgrading of existing traffic signals to meet current standards.

The Suffolk County Council on Environmental Quality has reviewed this project and determined that it constitutes an Unlisted action. The Suffolk County Legislature concurred with this finding pursuant to Resolution 776-2016.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title “Reso-DPW-CP5138(CR21-LMS to 25).doc”.

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Executive Assistant for Finance & Administration
RESOLUTION NO. - 2017, APPROPRIATING FUNDS IN CONNECTION WITH THE RECONSTRUCTION OF CR 48, MIDDLE ROAD FROM HORTON AVENUE TO MAIN STREET (CP 5526)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with improvement to CR 48, Middle Road; and

WHEREAS, there are sufficient funds within the 2017 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, that this Legislature hereby determined that the proposed Improvements to CR 48, Middle Road constitutes an Unlisted action (as adopted by Resolution No. 1113-2001), pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code, and the proposed project will not have significant adverse impacts on the environment; 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 it is hereby determined that this project, with a priority ranking of fifty-three (53) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd
RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Improvements to CR 48, Middle Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

3rd
RESOLVED, that the proceeds of $4,500,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

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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 _  Charter Law _

2. Title of Proposed Legislation
   RESOLUTION NO. - 2017, APPROPRIATING FUNDS IN CONNECTION WITH THE RECONSTRUCTION OF CR 48, MIDDLE ROAD FROM HORTON AVENUE TO MAIN STREET (CP 5526)

3. Purpose of Proposed Legislation
   See above.

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact
   SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.

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

8. Proposed Source of Funding
   SERIAL BONDS

9. Timing of Impact
   IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2018 AND DEBT SERVICE WILL COMMENCE SPRING 2019. THERE IS NO FISCAL IMPACT IN 2017 AND 2018. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2019 OPERATING BUDGET. ATTACHED 2019 CAT BASED ON 2017 DATA.

10. Typed Name & Title of Preparer
    Nicholas Paglia
    Chief Budget Examiner

11. Signature of Preparer

12. Date
    August 25, 2017

SCIN FORM 175b (10/95)
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**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.
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6/1/2035
6/1/2036
## GENERAL FUND

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## POLICE DISTRICT AND DISTRICT COURT

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### NOTES:

3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
## GENERAL FUND

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<tr>
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<th>2018 RATE PER $1000</th>
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## POLICE DISTRICT AND DISTRICT COURT

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<th>2018 FEV TAX RATE PER $1000</th>
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</table>

**NOTES:**

3. SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
2017 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating Funds in Connection with the Reconstruction of CR 48, Middle Road (CP 5526)

PURPOSE OR GENERAL IDEA OF BILL: This funding will implement improvements to CR 48, Middle Road in the vicinity of Ruch Lane to the vicinity of Chapel Lane by providing roadway realignment, drainage improvements, pavement rehabilitation and resurfacing, along with updated signage and pavement markings.

SUMMARY OF SPECIFIC PROVISIONS: There is sufficient funding in the 2017 Capital Budget for this request.

JUSTIFICATION: These funds will enable Suffolk County to proceed to construction Letting.

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

TO:        Katie Horst, Director, Intergovernmental Relations
FROM:      Gilbert Anderson, P.E. Commissioner
DATE:      August 10, 2017
RE:        Appropriating Funds in Connection with the Reconstruction of CR 48, Middle Road (CP 5526)

Attached is a draft resolution to appropriate the sum of $4,500,000 for construction in connection with the above referenced project. There are sufficient funds included in the 2017 Capital Budget and Program for this project.

This funding will implement improvements to CR 48, Middle Road in the vicinity of Ruch Lane to the vicinity of Chapel Lane by providing roadway realignment, drainage improvements, pavement rehabilitation and resurfacing, along with updated signage and pavement markings.

The Suffolk County Council on Environmental Quality has reviewed this project and determined that it constitutes an Unlisted action. The Suffolk County Legislature concurred with this finding pursuant to Resolution 1113-2001.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title “Reso-DPW-CP5526(CR48 Ruch to Chapel).doc”.

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
    Charles Jaquint, Executive Assistant for Finance & Administration
RESOLUTION NO. 1113 – 2001, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED RECONSTRUCTION OF CR 48, MIDDLE ROAD, FROM HORTON LANE TO MAIN STREET, GREENPORT, TOWN OF SOUTHOLD, SUFFOLK COUNTY CF 5526

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Reconstruction of CR 48, Middle Road, from Horton Lane to Main Street, Greenport, Town of Southold" pursuant to Section 6 of Local Law No. 22-1985 which project involves the reconstruction of CR 48, Middle Road from Horton Lane to Main Street, Greenport, Town of Southold, including widening the road from 40 ft. To 46 ft; safety improvements; roadway pavement; medians; upgrading sidewalk areas for bicyclists and pedestrians, and constructing two additional recharge basins; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and subsequently sent out to all concerned parties; and

WHEREAS, at its September 19, 2001 meeting, the CEQ reviewed the EAF and information submitted by the Department of Public Works; and

WHEREAS, the CEQ recommended that the above activity be considered an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 279 of the SUFFOLK COUNTY CODE; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated September 19, 2001 of said recommendations;

WHEREAS, Section 279-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore, be it

RESOLVED, that this Legislature hereby determines that the Reconstruction of CR 48, Middle Road, from Horton Lane to Main Street, Greenport, Town of Southold constitutes an unlisted action pursuant to the provisions of Title 6 NYCRR Part 617 and Chapter 279 of the SUFFOLK COUNTY CODE which will not have a significant effect on the environment for the following reasons:

1.) The proposed action will not exceed any of the criteria in Section 617.7(c) of Title 6 NYCRR which sets forth thresholds for determining significant effect on the environment;
2.) A positive drainage system will be installed to improve drainage and eliminate discharging runoff to surface waters wherever possible;
3.) All necessary N.Y.S.D.E.C. permits will be obtained; and
4.) Traffic safety will be improved.

And be it further

RESOLVED, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

RESOLVED, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 279-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.
DATED: November 20, 2001

APPROVED BY:

/s/ Robert J. Gaffney
County Executive of Suffolk County

Date of Approval: November 26, 2001
RESOLUTION NO. - 2017, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 35, PARK AVENUE (CP 5519)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with improvement to CR 35, Park Avenue; and

WHEREAS, there are sufficient funds within the 2017 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, that this Legislature hereby determined that the proposed Improvements to CR 35, Park Avenue constitutes a Type I action, adopted via Resolution No. 705-2014 pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code, and the proposed project will not have significant adverse impacts on the environment; and

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

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of 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

2nd RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Improvements to CR 35, Park Avenue, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

3rd RESOLVED, that the proceeds of $2,000,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Project Title</th>
<th>Amount</th>
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<tr>
<td>525-CAP-5519.310</td>
<td>Improvements to CR 35, Park Avenue</td>
<td>$2,000,000</td>
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DATED: 

APPROVED BY:

__________________________  
County Executive of Suffolk County

Date of Approval:
1. Type of Legislation

Resolution **X**  Local Law ____  Charter Law ____

2. Title of Proposed Legislation

**RESOLUTION NO.** - 2017, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 35, PARK AVENUE (CP 5519)

3. Purpose of Proposed Legislation

See above.

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

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

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

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

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

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

**SEE ATTACHED DEBT SCHEDULE**

8. Proposed Source of Funding

**SERIAL BONDS**

9. Timing of Impact

**IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2018 AND DEBT SERVICE WILL COMMENCE SPRING 2019. THERE IS NO FISCAL IMPACT IN 2017 AND 2018. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2019 OPERATING BUDGET. ATTACHED 2019 CAT BASED ON 2017 DATA.**

10. Typed Name & Title of Preparer
    Nicholas Paglia
    Chief Budget Examiner

11. Signature of Preparer

12. Date
    August 25, 2017

SCIN FORM 175b (10/95)
### GENERAL FUND

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6/1/2035
6/1/2036
FINANCIAL IMPACT  
2017 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER  

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<tr>
<td>TOTAL</td>
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NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
## FINANCIAL IMPACT
### 2018 PROPERTY TAX LEVY
#### COST TO THE AVERAGE TAXPAYER

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<th>Fund</th>
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**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

*Page 2 of 2*

To be completed by the Executive Budget Office.
TITLE OF BILL: Appropriating Funds in Connection with Improvements to CR 35, Park Avenue

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide pedestrian safety along CR 35, Park Avenue from the vicinity of CR 86, Broadway-Greenlawn Road to the vicinity of CR 11, Pulaski Road in the Town of Huntington. Two County initiatives are included in this improvement project – Complete Streets and Connect Long Island. New curb and sidewalk on at least one side of the corridor will be installed; repair and/or replacement and/or expansion of the existing stormwater systems will be performed to alleviate areas of localized flooding and new traffic signals and related appurtenances will be upgraded to improve pedestrian mobility throughout the corridor.

SUMMARY OF SPECIFIC PROVISIONS: There is sufficient funding in the 2017 Capital Budget for this request.

JUSTIFICATION: These funds will enable Suffolk County to proceed to construction Letting.

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

TO: Katie Horst, Director, Intergovernmental Relations
FROM: Gilbert Anderson, P.E. Commissioner
DATE: August 2, 2017
RE: Appropriating Funds in Connection with Improvements to CR 35, Park Avenue (CP 5519)

Attached is a draft resolution to appropriate the sum of $2,000,000 for construction in connection with the above referenced project. There are sufficient funds included in the 2017 Capital Budget and Program for this project.

This funding will provide pedestrian safety along CR 35, Park Avenue from the vicinity of CR 86, Broadway-Greenlawn Road to the vicinity of CR 11, Pulaski Road in the Town of Huntington, which incorporates two of the County Executive’s initiatives – Complete Streets and Connect Long Island, by installing new curb and sidewalk on at least one side of the corridor, along with repairing/replacing/expanding the existing stormwater systems to alleviate areas of localized flooding. Traffic signals and associated equipment will be upgraded with improved pedestrian facilities at signalized intersections throughout the corridor.

The Suffolk County Council on Environmental Quality has reviewed this project and determined that it constitutes a Type 1 action. The Suffolk County Legislature concurred with this finding pursuant to Resolution 705-2014.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5519(CR35).doc".

GA/WH/td
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Executive Assistant for Finance & Administration
RESOLUTION NO. 705 -2014, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED PEDESTRIAN SAFETY IMPROVEMENTS TO CR 35, PARK AVENUE, TOWN OF HUNTINGTON

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Pedestrian Safety Improvements to CR 35, Park Avenue, Town of Huntington", pursuant to Section 6 of Local Law No. 22-1985 which project involves pedestrian safety improvements located on CR 35, Park Avenue from CR 86, Broadway-Greenlawn Road to NYS Route 25A in Huntington: will provide for the installation of new sidewalk or the replacement of deteriorated/non-standard sidewalk; the installation of new concrete curb or replacement of deteriorated curb; the replacement of driveway aprons if applicable; and the installation of drainage structures and pavement rehabilitation (northern section only), and will also provide for the construction of new handicap ramps with detectable warning fields; the installation of new crosswalks and pavement markings; replacement of traffic signs where applicable and traffic signal rebuilds (nine total); and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and a presentation was made by a representative from FST Engineers, Inc., and subsequently sent out to all concerned parties;

WHEREAS, at its July 16, 2014 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Public Works in connection with this project; and

WHEREAS, the CEQ recommended that the above activity be considered a Type I action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated July 21, 2014 of said recommendations; and

WHEREAS, Section 450-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore be it

1st RESOLVED, that based on the information received and presented, a quorum of the CEQ hereby recommends to the Suffolk County Legislature and County Executive that the proposed activity be classified as a Type I action under the provision of Title 6 NYCRR Part 617.4(b)(6)(i) and Chapter 450 of the Suffolk County Code in that the action involves the physical alteration of more than 10 acres of land, and be it further

2nd RESOLVED, that this Legislature hereby determines that the proposed Pedestrian Safety Improvements to CR 35, Park Avenue, Town of Huntington
constitutes a Type I action, pursuant to the provisions of Title 6 NYCRR, Part 617 and which project will not have significant adverse impacts on the environment for the following reasons:

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

2. The proposal does not significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and the Suffolk County Code;

3. The project area does not appear to suffer from any severe environmental development constraints (limiting soil properties; a high groundwater table and/or unmanageable slopes); and

4. The proposed action will improve pedestrian/vehicular safety and stormwater drainage;

and be it further

3rd RESOLVED, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

4th RESOLVED, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 450-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED: September 9, 2014

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: September 24, 2014
RESOLUTION NO. - 2017, AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO TRANSPORTATION ORIENTED FACILITIES – CONNECT LONG ISLAND (CP 5660)

WHEREAS, the Commissioner of Public Works has requested funds for planning and construction in connection with Improvements to Transportation Oriented Facilities; and

WHEREAS, the majority of 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, there are sufficient funds within the 2017 Capital Budget and Program to cover the cost of said request; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $2,000,000 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; replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site; repaving of existing highways not involving the addition of new travel lanes; routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list 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 seventy (70) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

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

4th

RESOLVED, that the 2017 Capital Budget and Program be and they are hereby amended as follows:
Project No.: 5660  
Project Title: Improvements to Transportation Oriented Facilities

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5th RESOLVED, that the proceeds of $2,000,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

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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 Charter Law

2. Title of Proposed Legislation
RESOLUTION NO. - 2017, AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO TRANSPORTATION ORIENTED FACILITIES – CONNECT LONG ISLAND (CP 5660)

3. Purpose of Proposed Legislation
See above.

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

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

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

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

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

8. Proposed Source of Funding
SERIAL BONDS

9. Timing of Impact
IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2018 AND DEBT SERVICE WILL COMMENCE SPRING 2019. THERE IS NO FISCAL IMPACT IN 2017 AND 2018. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2019 OPERATING BUDGET. ATTACHED 2019 CAT BASED ON 2017 DATA.

10. Typed Name & Title of Preparer
Nicholas Paglia
Chief Budget Examiner

11. Signature of Preparer

12. Date
August 22, 2017

SCIN FORM 175b (10/95)
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**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.
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<th>Principal</th>
<th>Interest</th>
<th>Total Debt Service</th>
<th>Fiscal Debt Service</th>
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6/1/2029: TOTAL $2,000,000.00 | $241,117.24 | $2,241,117.24 | $2,241,117.24
## GENERAL FUND

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<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 RATE PER $1000</th>
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## POLICE DISTRICT AND DISTRICT COURT

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Page 2 of 2

To be completed by the Executive Budget Office
### FINANCIAL IMPACT
#### 2018 PROPERTY TAX LEVY
**COST TO THE AVERAGE TAXPAYER**

#### GENERAL FUND

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**NOTES:**
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Page 2 of 2

To be completed by the Executive Budget Office
TITLE OF BILL: Amending the 2017 Capital Budget and Program and Appropriating Funds in Connection with Improvements to Transportation Oriented Facilities (CP 5660)

PURPOSE OR GENERAL IDEA OF BILL: Engineering funds will provide for improvements to transportation oriented facilities that are owned and/or operated by the County. Construction funds will provide for the repair and/or resurfacing of transportation oriented facilities throughout the County, such as LIRR parking lots and various Park and Rides, and various elements of the Complete Streets policy (where applicable). The project improves both the surface and structural condition of the transportation facility and will significantly extend its useful life. Additionally, these funds provide for the repair of other related appurtenances, ensuring that the County is current with ADA (Americans with Disabilities Act) compliance and other recently adopted County Local Laws (designated parking for Veterans and Clean Pass vehicles).

SUMMARY OF SPECIFIC PROVISIONS: New estimates indicate that the full $1,000,000 for design is not required, therefore, $500,000 is being offset into construction, where it is needed.

JUSTIFICATION: This would enable the County to provide necessary repairs and paving to Transportation Oriented Facilities.

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

TO: Katie Horst, Director, Intergovernmental Relations
FROM: Gilbert Anderson, P.E. Commissioner
DATE: August 7, 2017
RE: Amending the 2017 Capital Budget and Program and Appropriating Funds in Connection with Improvements to Transportation Oriented Facilities (CP 5660)

Attached is a draft resolution to appropriate the sum of $500,000 for planning and $1,500,000 for construction in connection with the above referenced project. There are sufficient funds included in the 2017 Capital Budget and Program for this project.

Engineering funds will provide for improvements to transportation oriented facilities that are owned and/or operated by the County. Construction funds will provide for the repair and/or resurfacing of transportation oriented facilities throughout the County, such as LIRR parking lots and various Park and Rides, and various elements of the Complete Streets policy (where applicable). This project will improve both the surface and structural condition of the transportation facilities and will significantly extend its useful life. Additionally, these funds provide for the repair of other related appurtenances (drainage, curb, etc.) within these limits, ensuring that the County is current with ADA (Americans with Disabilities Act) compliance and other recently adopted County Local Laws (designated parking for Veterans and Clean Pass vehicles).

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-CP5660(Imp Trans Oriented Fac Plan & Constr).doc”.

GAMH/ttd
attach.
cc: William Hillman, P.E., Chief Engineer
Charles Jaquin, Executive Assistant for Finance & Administration
RESOLUTION NO. - 2017, AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH RECONSTRUCTION OF CR 97, NICOLLS ROAD (CP 5512)

WHEREAS, the Commissioner of Public Works has requested funds for engineering in connection with the Reconstruction of CR 97, Nicolls Road; and

WHEREAS, funds are not included within the 2017 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C-4-13, and 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 $30,000 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 ("SEQR"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type III action, pursuant to Section 617.5 (C) (18), (20), (21) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes information collection, including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action; Routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; and Conducting concurrent environmental, engineering, economic feasibility and other studies preliminary planning processes necessary to formulate a proposal for an action, Adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list 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 sixty-two (62) 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 Reconstruction of CR 97, Nicolls Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th RESOLVED, that the 2017 Capital Budget and Program be and they are hereby amended as follows:
Project No.: 5141
Project Title: Public Works Material Testing Laboratory

<table>
<thead>
<tr>
<th>Current 2017</th>
<th>Revised 2017</th>
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<tbody>
<tr>
<td>Total</td>
<td>Capital</td>
</tr>
<tr>
<td>Est'd Cost</td>
<td>Budget &amp; Program</td>
</tr>
</tbody>
</table>

1. Planning

$275,000   $55,000B  $20,000B

TOTAL

$275,000   $55,000     $20,000

Project No.: 5512
Project Title: Reconstruction of CR 97, Nicolls Road

<table>
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<tr>
<th>Current 2017</th>
<th>Revised 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>Capital</td>
</tr>
<tr>
<td>Est'd Cost</td>
<td>Budget &amp; Program</td>
</tr>
</tbody>
</table>

1. Planning

$30,000   $0       $30,000B

TOTAL

$30,000   $0       $30,000

; and be it further

5th RESOLVED, that the proceeds of $30,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

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<th>Project No.</th>
<th>J.C.</th>
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<td>Reconstruction of CR 97, Nicolls Road</td>
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Fund 001 Debt Service

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 ______ Charter Law ______

2. Title of Proposed Legislation
RESOLUTION NO. - 2017, AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH RECONSTRUCTION OF CR 97, NICOLLS ROAD (CP 5512)

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

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10. Typed Name & Title of Preparer
    Nicholas Paglia
    Chief Budget Examiner

11. Signature of Preparer

12. Date
    August 24, 2017

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To be completed by the Executive Budget Office.
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<th>2018 PROPERTY TAX LEVY</th>
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**NOTES:**

3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
TITLE OF BILL: Amending the 2017 Capital Budget and Program and Appropriating Funds in Connection with the Reconstruction of CR 97, Nicolls Road (CP 5512)

PURPOSE OR GENERAL IDEA OF BILL: This funding is required to complete the final design for safety improvements on CR 97, Nicolls Road in the vicinity of NYS Route 25A. This project will reconfigure the right turn lane from eastbound Route 25A to southbound CR 97, Nicolls Road, and install sidewalk from the north entrance of Stony Brook University to Route 25A. The New York State Department of Transportation required a complete redesign of the County’s preferred alternative. Two alternatives have been presented to the NYSDOT for selection of their preferred alternative.

SUMMARY OF SPECIFIC PROVISIONS: An offset is required and has been identified in CP 5141 (Public Works Material Testing Laboratory), as a portion of CP 5141 adopted this year, in addition to funding that was previously appropriated will be sufficient for the needs of the Department at this time.

JUSTIFICATION: Once a preferred alternative is selected by NYSDOT, final design can progress, which will then enable this project to advance to construction Letting.

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

TO: Katie Horst, Director, Intergovernmental Relations
FROM: Gilbert Anderson, P.E. Commissioner
DATE: August 14, 2017
RE: Amending the 2017 Capital Budget and Program and Appropriating Funds in Connection with the Reconstruction of CR 97, Nicolls Road (CP 5512)

Attached is a draft resolution to appropriate the sum of $30,000 for engineering in connection with the above referenced project. There are no funds included in the 2017 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 5141 (Public Works Material Testing Laboratory), as a portion of CP 5141 adopted this year, in addition to funding that was previously appropriated will be sufficient for the needs of the Department at this time.

This funding is required to complete the final design for safety improvements on CR 97, Nicolls Road in the vicinity of NYS Route 25A. This project will reconfigure the right turn lane from eastbound Route 25A to southbound CR 97, Nicolls Road, and install sidewalk from the north entrance of Stony Brook University to Route 25A. The New York State Department of Transportation required a complete redesign of the County’s preferred alternative. Two alternatives have been presented to the NYSDOT for selection of their preferred alternative. Once selected, final design can progress, which will then enable this project to advance to construction Letting. A portion of the funding for the initial engineering phase(s) of this project (study, planning, preliminary design) was provided under CP 5497 (Construction of Sidewalks on Various County Roads).

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

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title “Reso-DPW-CP5512(CR97@25A).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
RESOLUTION NO. - 2017, AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE “GATEWAY TO PATCHOGUE” PROJECT, TOWN OF BROOKHAVEN (CP 5040)

WHEREAS, the Commissioner of Public Works has requested funds for engineering in connection with Intersection Improvements on CR 19, Patchogue-Holbrook Road (Waverly Avenue); and

WHEREAS, initial funding for this project is included in Resolution 1145-2016, under CP 6427.116 (Start-Up NY/Suffolk County); and

WHEREAS, additional funding is required for the engineering consultant, Louis K. McLean Associates, PC, to design this project; and

WHEREAS, funds are not included within the 2017 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C 4-13, and 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 $25,000 in Suffolk County Serial Bonds; now, therefore be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act (“SEQRA”), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (18), (20), (21) and (27) of Title 6 of New York Code of Rules and Regulations (“NYCRR”), in that the law authorizes information collection, including basic data collection and research, and conducting concurrent environmental, engineering, economic, feasibility and other studies preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action. Adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list. 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-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 Intersection Improvements on CR 19, Patchogue-Holbrook Road (Waverly Avenue), pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further
4th RESOLVED, that the 2017 Capital Budget and Program be and they are hereby amended as follows:

**Project No.: 5141**  
**Project Title:** Equipment for Public Works Material Testing Laboratory

<table>
<thead>
<tr>
<th></th>
<th>Current 2017</th>
<th>Revised 2017</th>
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<tbody>
<tr>
<td>Total Est'd Cost</td>
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<td>$20,000B</td>
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<td></td>
<td>$275,000</td>
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</table>

**Project No.: 5040**  
**Project Title:** “Gateway to Patchogue Project”

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<tr>
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<th>Current 2017</th>
<th>Revised 2017</th>
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</thead>
<tbody>
<tr>
<td>Total Est'd Cost</td>
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<tr>
<td></td>
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<td>$5,325,000</td>
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</tbody>
</table>

* Planning funds appropriated under CP 6427.116 - $575,000 for this project.

; and be it further

5th RESOLVED, that the proceeds of $25,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

**Project No.**  
525-CAP-5040.111  
(Fund 001 Debt Service)

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<tr>
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<td>50</td>
<td>“Gateway to Patchogue” – Planning</td>
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DATED:

APPROVED BY:

__________________________

County Executive of Suffolk County

Date of Approval:
1. Type of Legislation
Resolution _X_ Local Law ___ Charter Law ___

2. Title of Proposed Legislation

RESOLUTION NO. 2017-017, AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE "GATEWAY TO PATCHOGUE" PROJECT, TOWN OF BROOKHAVEN (CP 5040)

3. Purpose of Proposed Legislation
See above.

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

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

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

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

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

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

8. Proposed Source of Funding
 SERIAL BONDS

9. Timing of Impact
IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2018 AND DEBT SERVICE WILL COMMENCE SPRING 2019. THERE IS NO FISCAL IMPACT IN 2017 AND 2018. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2019 OPERATING BUDGET. ATTACHED 2019 CAT BASED ON 2017 DATA.

10. Typed Name & Title of Preparer
Nicholas Paglia Chief Budget Examiner

11. Signature of Preparer

12. Date
August 24, 2017

SCIN FORM 175b (10/95)
## FINANCIAL IMPACT
### 2019 PROPERTY TAX LEVY
#### COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

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### POLICE DISTRICT AND DISTRICT COURT

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**NOTES:**

1) **SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION:** SUFFOLK COUNTY REAL PROPERTY, 2016.
2) **SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES:** SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2016-2017 AS ESTABLISHED BY RESO. 1059-2016.
3) **SOURCE FOR EQUALIZATION RATES:** 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
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FINANCIAL IMPACT
2017 PROPERTY TAX LEVY
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NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
**FINANCIAL IMPACT**
**2018 PROPERTY TAX LEVY**
**COST TO THE AVERAGE TAXPAYER**

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**NOTES:**

1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.


3) Source for equalization rates: 2016 County Equalization Rates established by the New York State Board of Equalization and Assessments.

Page 2 of 2

To be completed by the Executive Budget Office
TITLE OF BILL: Amending the 2017 Capital Budget and Program and Appropriating Funds in Connection with Intersection Improvements on CR 19, Patchogue-Holbrook Road (Waverly Avenue) (5040)

PURPOSE OR GENERAL IDEA OF BILL: This funding is required for engineering services to reconstruct CR 19, Patchogue-Holbrook Road (Waverly Avenue) from the vicinity of Old Waverly Avenue to the vicinity of NYS Route 27A, Montauk Highway. The design will include the construction of a modern roundabout at the Lake Street intersection. Additionally, the existing northbound lanes that border Patchogue Lake will be relocated to the south, which will create recreational green space adjacent to the lake. A new bus station and parking lot will be constructed. Associated pedestrian improvement and pavement repair will be implemented as required.

SUMMARY OF SPECIFIC PROVISIONS: $575,000 of the initial funding for this project is included in CP 6427.116, however, the estimated cost for the consultant design is approximately $600,000, therefore an offset is required and has been identified in CP 5141 (Public Works Material Testing Laboratory), as a portion of CP 5141 adopted this year, in addition to funding that was previously appropriated will be sufficient for the needs of the Department at this time.

JUSTIFICATION: This will enable the Department to enter into a contract with consultant engineering firm Louis K. McLean Associates, Engineers and Surveyors, P.C., for design services for preliminary and final design, ultimately advancing to construction Letting.

FISCAL IMPLICATIONS: Bonds will be issued to finance this project and principal and interest costs will be incurred over the life of the Bonds.
TO: Katie Horst, Director, Intergovernmental Relations
FROM: Gilbert Anderson, P.E. Commissioner
DATE: August 14, 2017
RE: Amending the 2017 Capital Budget and Program and Appropriating Funds in Connection with Intersection Improvements on CR 19, Patchogue-Holbrook Road (Waverly Avenue) (CP 5040)

Attached is a draft resolution to appropriate the sum of $25,000 for engineering in connection with the above referenced project. There are no funds included in the 2017 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 5141 (Public Works Material Testing Laboratory), as a portion of CP 5141 adopted this year, in addition to funding that was previously appropriated will be sufficient for the needs of the Department at this time.

This funding is required for engineering services to reconstruct CR 19, Patchogue-Holbrook Road (Waverly Avenue) from the vicinity of Old Waverly Avenue to the vicinity of NYS Route 27A, Montauk Highway. The design will include the construction of a modern roundabout at the Lake Street intersection. Additionally, the existing northbound lanes that border Patchogue Lake will be relocated to the south, which will create recreational green space adjacent to the lake. A new bus station and parking lot will be constructed. Associated pedestrian improvement and pavement repair will be implemented as required. $575,000 of the initial funding for this project is included in CP 6427.116, however, the estimated cost for the consultant design is approximately $600,000.

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

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title “Reso-DPW-CP5040(CR19@Old Waverly).doc”.

GAMWH/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
RESOLUTION NO. 1145 -2016, AMENDING THE 2016 CAPITAL PROGRAM AND BUDGET AND APPROPRIATING FUNDS IN CONNECTION WITH START-UP NY/SUFFOLK COUNTY (CP 6427)

WHEREAS, funds are included in the 2016 Capital Budget and Program for Start-Up/NY to support a New York State program designed to stimulate the economy in Suffolk County; and

WHEREAS, the Commissioner of Economic Development and Planning has requested that these funds for the Start-Up/NY program be appropriated and awarded to municipalities to assist with planning and/or design efforts which must be completed to advance projects which will trigger economic growth in Suffolk County; and

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

WHEREAS, Start-Up/ NY Suffolk County will assist with the following municipalities with the planning and/or design associated with the following projects, each of which represents recommendations formulated through community planning processes:

- Town of Huntington, Huntington Station Sewer Feasibility and Design
  A Feasibility Report that will review the current and future necessary sewer infrastructure to improve the economic, housing opportunities and environmental aspects of the Huntington Station Hub area. Upon completion of the feasibility report, the project will proceed with Engineering and Design.

- Town of Islip, Federal Inspection Station at Long Island MacArthur Airport Design
  A FIS facility at MacArthur Airport will enable international travel, provide residents with more flight options, and allow for substantial economic growth by bringing business and tourism to Long Island.

- Town of Smithtown, Kings Park Downtown Revitalization
  Parking and Economic Impact studies that support local adoption of the community's proposed "Revitalizing Downtown Kings Park Action Plan."

- Town of Southold, Mattituck Traffic Study
  Updated traffic study for Love Lane and Main Road in Mattituck to support the Southold Town Board in developing shovel ready competitive grant applications to improve local roadways.

- Village of Patchogue, Gateway to Patchogue/Blue Point Brewery Relocation
  Design of the reconfiguration of Holbrook Rd (CR19) from Waverly Ave, thru Lake St down to W Main St (CR85) to improve access to a 110,000-square-foot building on West Main Street formerly occupied by Briarcliffe and the future home to the Blue Point
Brewing Company. The project also includes the design of safety and intersection improvements at Holbrook Rd & Lake St to improve operations for emergency vehicles and a new public space along Patchogue Lake.

- Village of Lindenhurst, Downtown Walkability Improvements
  Design of pedestrian improvements such as biking infrastructure/bike lanes on Wellwood Avenue, and Hoffman Avenue traffic calming improvements as recommended by the Regional Planning Association's draft Lindenhurst plan.

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $3,500,000 in Suffolk County Serial Bonds; now, therefore be it

1st.
RESOLVED, that the Suffolk County Legislature, on behalf of the County, hereby finds and determines that the Huntington Station Sewer Feasibility/Design project through the Town of Huntington is awarded and, accordingly authorizes the funding of this project thereof in the amount of up to $1,250,000; and be it further

2nd.
RESOLVED, that the Suffolk County Legislature, on behalf of the County, hereby finds and determines that the Federal Inspection Station at Long Island MacArthur Airport Design project through the Town of Islip is awarded and, accordingly authorizes the funding of this project thereof in the amount of up to $1,250,000 for planning/design/engineering purposes related to the project; and be it further

3rd.
RESOLVED, that the Suffolk County Legislature, on behalf of the County, hereby finds and determines that the Kings Park Downtown Revitalization project through the Town of Smithtown is awarded and, accordingly authorizes the funding of this project thereof in the amount of up to $200,000 for planning/design/engineering purposes related to the project; and be it further

4th.
RESOLVED, that the Suffolk County Legislature, on behalf of the County, hereby finds and determines that the Mattituck Traffic Study project through the Town of Southold is awarded and, accordingly authorizes the funding of this project thereof in the amount of up to $25,000 for planning/design/engineering purposes related to the project; and be it further

5th.
RESOLVED, that the Suffolk County Legislature, on behalf of the County, hereby finds and determines that the Gateway to Patchogue/Blue Point Brewery Expansion project through the Village of Patchogue is awarded and, accordingly authorizes the funding of this project thereof in the amount of up to $575,000 for planning/design/engineering purposes related to the project for planning/design/engineering purposes related to the project; and be it further

6th.
RESOLVED, that the Suffolk County Legislature, on behalf of the County, hereby finds and determines that the Downtown Transportation Design project through the Village of Lindenhurst is awarded and, accordingly authorizes the funding of this project thereof in the amount of up to $200,000 for planning/design/engineering purposes related to the project; and be it further

7th.
RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-five (65) 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
gth RESOLVED, that the 2016 Capital Budget and Program be and they are hereby amended as follows:

Project No. 6427
Project Title: Start-Up/NY/Suffolk County

<table>
<thead>
<tr>
<th></th>
<th>Current 2016</th>
<th>Revised 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Est'd Cost</td>
<td>$3,500,000</td>
<td>$3,500,000B</td>
</tr>
<tr>
<td>1. Planning, Design and Supervision</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Total</td>
<td>$3,500,000</td>
<td>$3,500,000</td>
</tr>
</tbody>
</table>

and be it further

9th RESOLVED, that the proceeds of $3,500,000 in Serial Bonds be and they are hereby appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>JC</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-6427.111</td>
<td>35</td>
<td>Huntington Station Sewer Feasibility/Design</td>
<td>$1,250,000</td>
</tr>
<tr>
<td>(Fund 001-Debt Service)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>525-CAP-6427.112</td>
<td>35</td>
<td>Town of Islip, Federal Inspection Station at LIMA Design</td>
<td>$1,250,000</td>
</tr>
<tr>
<td>(Fund 001-Debt Service)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>525-CAP-6427.113</td>
<td>35</td>
<td>Town of Smithtown, Kings Park Downtown Revitalization</td>
<td>$200,000</td>
</tr>
<tr>
<td>(Fund 001-Debt Service)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>525-CAP-6427.115</td>
<td>35</td>
<td>Town of Southold, Mattituck and Greenport Traffic Studies</td>
<td>$25,000</td>
</tr>
<tr>
<td>(Fund 001-Debt Service)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>525-CAP-6427.116</td>
<td>35</td>
<td>Gateway to Patchogue/Blue Point Brewery Relocation</td>
<td>$575,000</td>
</tr>
<tr>
<td>(Fund 001-Debt Service)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>525-CAP-6427.117</td>
<td>35</td>
<td>Village of Lindenhurst, Downtown Walkability Improvements</td>
<td>$200,000</td>
</tr>
<tr>
<td>(Fund 001-Debt Service)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

and be it further

10th RESOLVED, that Suffolk County, 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) (18)(20)(21)(27) as this legislative decision involves the adoption of concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action. As such, this Legislature has no further responsibilities under SEQRA.
DATED: December 20, 2016

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: December 23, 2016
RESOLUTION NO. 451-2017, AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM AND ACCEPTING AND APPROPRIATING FUNDS IN CONNECTION WITH THE “GATEWAY TO PATCHOGUE” PROJECT (CP 5040) AND AUTHORIZING THE EXECUTION OF GRANT RELATED AGREEMENTS

WHEREAS, Suffolk County applied to Empire State Development (“ESD”) for funding for the “Gateway to Patchogue” project (the “Project”), which was recommended as a priority project by the Long Island Regional Planning Council (LIREDC); and

WHEREAS, ESD, through the Consolidated Funding Application (“CFA”) program, has awarded Suffolk County grant funding in the amount of $300,000 for the Project; and

WHEREAS, the County must fund the Project in the first instance and will subsequently be reimbursed through the grant a lump sum upon Project completion; and

WHEREAS, there are insufficient funds included in the 2017 Capital Budget and Program to cover the cost of the Project, and pursuant to 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, established the use of a priority ranking system and this project is ranked as priority forty-nine (49) in the Adopted 2017 Capital Budget; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $300,000 in Suffolk County Serial Bonds for the purpose of issuing Bond Anticipation Notes (“BANS”), if needed; now, therefore be it

1st 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

2nd RESOLVED, that the Department of Economic Development and Planning, and the Department of Public Works pursuant to Section C35-2(A) and 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

3rd RESOLVED, that the 2017 Capital Budget and Program be and they are hereby amended as follows:

Project Number: 5040
Project Title: “Gateway to Patchogue Project”
and be it further

4th RESOLVED, that the State grant funding is hereby appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ref-525-CAP-5040.310</td>
<td>&quot;Gateway To Patchogue&quot; Construction</td>
<td>$300,000</td>
</tr>
</tbody>
</table>

and be it further

5th RESOLVED, that the County Comptroller is hereby authorized to accept State grant funding for the Project funding in the amount of $300,000; and be it further

6th RESOLVED, that the County Comptroller is hereby authorized to issue Bond Anticipation Notes for the State grant Project funding in the amount of $300,000; and be it further

7th RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the grant agreement for reimbursement with the State agreements related to the Project 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.

8th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), 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: June 6, 2017

APPROVED BY:

/is/ Steven Bellone
County Executive of Suffolk County

Date: June 14, 2017
RESOLUTION NO. - 2017 AUTHORIZING FUNDING OF LAND ACQUISITION, DEVELOPMENT, INFRASTRUCTURE IMPROVEMENTS AND OVERSIGHT OF REAL PROPERTY UNDER THE SUFFOLK COUNTY AFFORDABLE HOUSING OPPORTUNITIES PROGRAM (RIVerview LOFTS)

WHEREAS, Local Law No. 13-2000 as amended in its entirety by Local Law No. 17-2004, known as Suffolk County Administrative Code ("SCAC") Article XXXVI, as amended, found and determined that there was a need for the County to provide assistance in creating affordable housing and established the Suffolk County Affordable Housing Opportunities Program; and

WHEREAS, SCAC §A-36-2 provides a statutory framework for land to be acquired and infrastructure improvements for the development of affordable housing through the use of capital bond proceeds; and

WHEREAS, Georgica Green Ventures, LLC (the "Developer") has identified a site in the County of Suffolk which would be appropriate for development as affordable housing and is identified by Suffolk County Tax Map Numbers: 0600-129.00-01.00-021.000 and 0600-129.00-01.00-022.000 (the "Subject Premises"); and

WHEREAS, the affordable housing development will be known as Riverview Lofts and contemplates the construction of 116 studio, one, and two bedroom rental units, 101 of which will be affordable rental units marketed to households under certain income limits, as more particularly described in Exhibit 1 (the "Development Plan") attached hereto; and

WHEREAS, pursuant to §36-2(D) of Article XXXVI of the Suffolk County Administrative Code, the Subject Premises will require infrastructure improvements to facilitate the construction of the affordable housing development and, in connection herewith, the Developer have requested infrastructure funding from the County; and

WHEREAS, the Subject Premises will require land to be acquired to facilitate the construction of the affordable housing development and, in connection therewith, the Developer has requested land acquisition funding from the County; and

WHEREAS, Resolution No. 115-2017 authorized Planning Steps in connection with the Subject Premises and the development of Riverview Lofts; and

WHEREAS, the Environmental Trust Review Board reviewed the appraisals, reviewed the report of the Internal Appraisal Review Board and approved an appraised amount of the Subject Premises or portion thereof on June 16, 2017; and

WHEREAS, the Developer and the County are negotiating the terms of a Development Agreement which will incorporate the provisions of the Development Plan and
which shall set forth the funding requirements for the Subject Premises and the development of Riverview Lofts consistent with Article XXXVI of the Suffolk County Administrative Code, which shall be executed; and

WHEREAS, pursuant to Resolution No. 2017-XXXX the Town Board of the Town of Riverhead, as lead agency, on August 14, 2017, issued a negative SEQRA declaration which completed the environmental review; and further the negative declaration issued by the Planning Board of the Town of Riverhead is binding on the County, as an involved agency, pursuant to Title 6 of the New York Codes, Rules and Regulations (NYCRR) § 617.6 (B) (3) (III) and, therefore, SEQRA is complete; and

WHEREAS, Resolution No. 1024-2015 appropriated $2,500,000 and Resolution No. 1025-2015 authorized the issuance of $2,500,000 in Suffolk County Serial Bonds to fund the infrastructure improvements in connection with the properties acquired, funded, constructed, reconstructed or rehabilitated in connection with the Affordable Housing Opportunities Program subject to further Legislative approval of a resolution authorizing the funding of specific infrastructure improvements to be made in connection with such affordable housing developments; and

WHEREAS, Resolution No. 1021-2015 appropriated $1,000,000 and Resolution No. 1022-2015 authorized the issuance of $1,000,000 in Suffolk County Serial Bonds to fund the land acquisition in connection with the properties acquired, funded, constructed, reconstructed or rehabilitated in connection with the Affordable Housing Opportunities Program subject to further Legislative approval of a resolution authorizing the funding of specific land acquisition to be made in connection with such affordable housing developments; now, therefore be it

1st RESOLVED, that the Suffolk County Legislature, on behalf of the County, hereby finds and determines that the development of Riverview Lofts meets the requirements of the Suffolk County Affordable Housing Opportunities Program and the need to fill the critical shortage of affordable housing in the County and, accordingly, authorizes the infrastructure improvements, the acquisition and the development of Riverview Lofts and the requested funding thereof in accordance with the Development Plan; and be it further

2nd RESOLVED, that the Suffolk County Legislature, on behalf of the County, hereby authorizes the requested funding thereof for Land Acquisition in accordance with the Development Plan; and be it further

3rd RESOLVED, that the County Executive, the Department of Economic Development and Planning, its Commissioner, its Director of Real Estate and the County Attorney are authorized, empowered and directed to negotiate, execute and deliver the Development Agreement which shall incorporate the provisions of the Development Plan substantially in the form presented herewith, consistent with Article XXXVI of the Suffolk County Administrative Code, and each other document contemplated to be executed and/or delivered in connection therewith, with such changes thereto as may be necessary or desirable, consistent
herewith, in order to effectuate this overall affordable housing project and transactions contemplated hereby; and be it further

4th RESOLVED, that the County Executive, the Department of Economic Development and Planning, its Commissioner, its Director of Real Estate and the County Attorney are authorized, empowered and directed to take such further actions and execute such additional documents as may be necessary or desirable, consistent with the Development Plan and Article XXXVI of the Suffolk County Administrative Code, in order to effectuate the purposes and intent of the foregoing resolution, including, but not limited to, payment of expenses such as costs associated with surveys, appraisals, environmental audits, title reports and insurance; and be it further

5th RESOLVED, that, subject to the terms of the fully executed Development Agreement, the County Comptroller is hereby authorized to reserve and pay in connection with infrastructure costs associated with the development of Riverview Lofts from previously appropriated funds in Capital Project No. 525-CAP 6411.314; and be it further

6th RESOLVED, that, subject to the terms of the fully executed Development Agreement, the County Comptroller is hereby authorized to reserve and pay in connection with land acquisition costs associated with the development of Riverview Lofts from previously appropriated funds in Capital Project No. 525-CAP-8704.214; and be it further

7th RESOLVED, the Planning Board of the Town of Riverhead, as lead agency, on August 15, 2017, issued a negative SEQRA declaration which completed the environmental review; and further the negative declaration issued by the Planning Board of the Town of Riverhead is binding on the County, as an involved agency, pursuant to Title 6 of the New York Codes, Rules and Regulations (NYCRR) § 617.6 (B) (3) (III) and, therefore, SEQRA is complete.

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County

Date of Approval:
<table>
<thead>
<tr>
<th>MUNICIPALITY:</th>
<th>Town of Riverhead</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT ADDRESS:</td>
<td>221 East Main Street &amp; 31 McDermott Avenue, Riverhead, NY 11901</td>
</tr>
<tr>
<td>SITE DESCRIPTION:</td>
<td>The 0.85-acre site is comprised of 2 separate lots, Lot 21 (221 East Main Street) and Lot 22 (31 McDermott Avenue). Lot 21 is improved with a vacant box retail store that previously held a small &quot;dinosaur museum&quot; that did not recover after flooding during both Hurricane Irene and Superstorm Sandy. Lot 22 is improved with a two-story retail building. Both lots are located in the DC-1 zoning district.</td>
</tr>
</tbody>
</table>
| OWNER/DEVELOPER: | Developer: Georgica Green Ventures, LLC  
Lot 21 Current Owner: Robert L. Knotoff & Nancy C. Knotoff  
Lot 22 Current Owner: Robert H. Gammon  
New Owner of Both Lots: Riverhead Apartments LLC, a newly-formed limited liability company (the "Borrower"), owned initially by G&G Riverhead LLC, a New York limited liability company (the "Managing Member") and upon the closing of the construction financing, by the Managing Member and the tax credit investor, an affiliate of Raymond James Tax Credit Funds, Inc. |
| SUFFOLK COUNTY TAX MAP NUMBERS: | 600-129-01-21 & 600-129-01-22 |
| LAND PURCHASE: | Lot 21: The site is currently owned by Robert L. Knotoff and Nancy C. Knotoff. An affiliate of Georgica Green Ventures, LLC, GG Acquisitions, LLC, entered into a contract of sale for $2,750,000.  
Lot 22: The site is currently owned by Robert H. Gammon. Georgica Green Ventures, LLC entered into a contract of sale for $1,100,000. |
| INFRASTRUCTURE FUNDS: | |
| PROJECT DESCRIPTION: | The new-construction five-story building would include 116 income-restricted apartments and 12,623 square feet of retail space. The proposed unit mix consists of 31 studios, 57 one-bedroom apartments, and 28 two-bedroom apartments with income limits ranging from 60% to 130% of the AMI. One two-bedroom apartment will be reserved for an on-site superintendent. The building will be |

Riverhead Development Plan wo Notes
146,700 total gross square feet.

Resident amenities will include two elevators, an on-site management office, a mail and package room, a resident-only gym, a trash room, two laundry rooms per floor and a roof deck for residents to enjoy the spectacular views of the Peconic River. 55 resident-only parking spaces will be located below the first floor at grade with the southern half of the building. Additionally, second floor units facing the interior courtyard will have access to small private terraces. Owner-paid utilities will include municipal water and sewer, VRF heating/cooling and natural gas hot water. Each apartment will be separately metered for sundry electricity, for which a utility allowance will be provided.

<table>
<thead>
<tr>
<th>SUFFOLK COUNTY LAND DEVELOPMENT SUBSIDY (LDS):</th>
<th>LDS – For 101 affordable units, 116 units in total.</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUFFOLK COUNTY INFRASTRUCTURE DEVELOPMENT SUBSIDY (IDS):</td>
<td>The LDS shall be evidenced by a deferred note and lien. The note shall be non-interest bearing unless and until there is an event of default at which time interest shall accrue at 6%. The note and lien will be subordinated to bank financing or other funding sources as reasonably acceptable to the County.</td>
</tr>
<tr>
<td>LDS – For 101 affordable units, 116 units in total.</td>
<td>The IDS shall be evidenced by a deferred note and lien. The note shall be non-interest bearing unless and until there is an event of default at which time interest shall accrue at 6%. The note and lien will be subordinated to bank financing or other funding sources as reasonably acceptable to the County.</td>
</tr>
</tbody>
</table>

**IDS and LDS REPAYMENT:**

LDS – The LDS shall be repayable upon default of the affordability requirement. At the owner’s option, the LDS shall either be (i) forgiven after 50 years, if such provision is approved by the Owner’s tax credit investment member at the time of the initial closing or (ii) shall be repayable after 50 years.

Units shall remain affordable for the term of the LDS.

IDS – The IDS shall be repayable upon default of the affordability requirement. At the owner’s option, the LDS shall either be (i) forgiven after 50 years, if such provision is approved by the Owner’s tax credit investment member at the time of the initial closing or (ii) shall be repayable after 50 years.

Units shall remain affordable for the term of the IDS.
<table>
<thead>
<tr>
<th><strong>HOMEOWNER UNIT PURCHASE PRICES:</strong></th>
<th>Rentals only, no ownership opportunities.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HOMEOWNERSHIP OCCUPANCY REQUIREMENT:</strong></td>
<td>Rentals only, no ownership opportunities.</td>
</tr>
<tr>
<td><strong>INCOME ELIGIBILITY:</strong></td>
<td>Tenants earning up to 130% AMI, see exhibit for breakdown.</td>
</tr>
<tr>
<td><strong>RENTER SELECTION PROCESS/MARKETING PLAN:</strong></td>
<td>Riverhead Apartments LLC will market the development and perform the qualification process in accordance with County requirements and Fair Housing laws. Riverhead Apartments LLC will provide the County with a copy of its Renter Selection Process and Marketing Plan which will be approved by New York States Homes and Community Renewal.</td>
</tr>
</tbody>
</table>
| **ANTICIPATED FUNDING SOURCES/FINANCIAL ASSISTANCE** | 1. HFA Tax-Exempt Bonds $11,120,000  
2. HCR New Construction Program $12,180,000  
3. HCR Middle Income Housing Program $2,600,000  
4. Suffolk County Acquisition Loan  
5. Suffolk County Infrastructure Loan  
6. Community Development Block Grant – Disaster Recovery $6,500,000  
7. ESD Restore NY Loan $250,000  
8. LIHTC Equity $12,134,975  
9. SLIHTC Equity $4,874,513  
10. Deferred Developer’s Loan $3,078,718 |
| **PERMITTED LIENS:** | No liens. |
| **DEVELOPMENT TEAM MEMBERS:** | Developer: David Gallo, Georgica Green Ventures, LLC, 50 Jericho Quad., Suite 20, Jericho, NY 11753, 516-390-9387, davidgallo@georgicagreen.com  
Land Use Counsel: David Gilmartin, Farrell Fritz, P.C., 50 Station Rd., Bld. 1, Water Mill, NY 11976, 631-613-7172, dgilmartin@farrellfritz.com  
Architect: Jennifer Cheuk, Stephen B. Jacobs Group PC, 381 Park Ave. South, New York, NY 10016, 212-421-3712, jcheuk@sbjgroup.com  
Civil Engineer: Warren Hanson, Galli Engineering PC, 35 Pinelawn Rd., Suite 209E, Melville, NY 11747, 631-271-9292, whanson@gallieng.com  
Environmental Engineer: Chic Voorhis, Nelson Pope & Voorhis LLC, 572 Walt Whitman Rd., Melville, NY 11747, 631-427-5665, cvoorhis@nelsonpopevoorhis.com |

Riverhead Development Plan 4-6-23
2. Suffolk County and municipal approvals as applicable, including the Health Departments.  
4. Execution of a Development Agreement and other such documents in connection therewith as the County may reasonably require.  
5. Environmental review satisfactory to the County.  
6. Such other conditions as the County may require and as shall be set forth in the Development Agreement. |

Closing anticipated for October 2017.
EXHIBIT A
Survey
Riverhead Apartments

EXHIBIT B
Site Plan
Riverhead Apartments

EXHIBIT C
Organizational Chart
Pre-Closing Structure Chart | Riverhead Apartments

RIVERHEAD APARTMENTS LLC, a New York limited liability company
EIN: 37-1846600 ("Borrower")

GEORGICA GREEN VENTURES, LLC, a New York limited liability company
EIN: 27-4190251 ("Developer")

Development Agreement

0.01% Managing Member

G&G RIVERHEAD LLC, a New York limited liability company
EIN: 47-5255763 (the "Managing Member")

99.99% Member

100% Sole Member

G & G PROPERTY HOLDINGS, LLC, a New York limited liability company
EIN: 48-4023453

Note: Percentage interest shown reflects profits, losses and credits

40%

LOUIS GRASSI

55%

DAVID GALLO

5%

Louis Grassi, Trustee of the Alessandra Grassi Irrevocable Trust dated November 10, 2011
Construction Loan Closing Structure Chart | Riverhead Apartments

RIVERHEAD INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation
EIN: TBD
("IDA")

Lease Agreement

Sub-lease Agreement

RIVERHEAD APARTMENTS LLC, a New York limited liability company
EIN: TBD
("Borrower")

Development Agreement

99.99% Member

GEORGICA GREEN VENTURES, LLC, a New York limited liability company
EIN: 27-4190251
("Developer")

0.01% Managing Member

G&G RIVERHEAD LLC, a New York limited liability company
EIN: 47-5256763
(the "Managing Member")

AFFILIATE OF RAYMOND JAMES TAX CREDIT FUNDS, INC.
EIN: TBD
(the "Investor Member")

100% Sole Member

G & G PROPERTY HOLDINGS, LLC, a New York limited liability company
EIN: 46-4023498

LOUIS GRASSI

DAVID GALLO

Louis Grassi, Trustee
of the Alessandra Grassi Irrevocable Trust dated November 10, 2011

Note: Percentage interest shown reflects profits, losses and credits
Riverhead Apartments

EXHIBIT D
Legal Description
GEORGICA GREEN VENTURES, LLC
At Riverhead, Town of Riverhead
Suffolk County, New York
SCTM No. 600-129-1-21 & 600-129-1-22

Surveyor's Description

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon
erected, situate, lying, and being at Riverhead, Town of Riverhead, County of Suffolk and State
of New York, bounded and described as follows:

BEGINNING at a point at the corner formed by the intersection of the southerly side of East
Main Street (NYS Rte. 25) and the westerly side of McDermott Avenue:

RUNNING thence from said point of beginning South 13 deg. 02 min. 40 sec. East along the
westerly side of McDermott Avenue 382.21 feet to land now or formerly Riverhead Public
Parking District No. 1;

RUNNING thence South 78 deg. 50 min. 20 sec. West along land now formerly Riverhead
Public Parking District No. 1, 110.93 feet to a monument found and land now or formerly
Riverhead Enterprises;

RUNNING thence along land now or formerly Riverhead Enterprises the following two (2)
courses and distances:

1. North 08 deg. 55 min. 00 sec. West 55.00 feet,
2. North 08 deg. 43 min. 30 sec. West 289.87 feet to the southerly side of East Main
   Street (NYS Rte. 25);

RUNNING thence North 82 deg. 00 min. 00 sec. East along the southerly side of East Main
Street (NYS Rte. 25) 82.37 feet to the point or place of Beginning.

CONTAINING an area of 37,166 Square Feet.
Riverhead Apartments

EXHIBIT E
Floor Plans
Riverhead Apartments

EXHIBIT F
Rental Spreadsheet
<table>
<thead>
<tr>
<th></th>
<th>60% AMI</th>
<th>90% AMI</th>
<th>130% AMI</th>
<th>Superintendent Unit</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studio</td>
<td>25</td>
<td>4</td>
<td>2</td>
<td>0</td>
<td>31</td>
</tr>
<tr>
<td>1 Bedroom</td>
<td>44</td>
<td>5</td>
<td>8</td>
<td>0</td>
<td>57</td>
</tr>
<tr>
<td>2 Bedroom</td>
<td>18</td>
<td>4</td>
<td>5</td>
<td>1</td>
<td>28</td>
</tr>
<tr>
<td>Totals</td>
<td>87</td>
<td>13</td>
<td>15</td>
<td>1</td>
<td>116</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO:     Katie Horst, Intergovernmental Relations

FROM:  Jason Smagin, Acting Director of Real Estate
        Department of Economic Development and Planning

DATE : August 16, 2017

RE:     RESOLUTION AUTHORIZING FUNDING OF LAND ACQUISITION,
         DEVELOPMENT, INFRASTRUCTURE IMPROVEMENTS AND OVERSIGHT OF
         REAL PROPERTY UNDER THE SUFFOLK COUNTY AFFORDABLE HOUSING
         OPPORTUNITIES PROGRAM (RIVERVIEW LOFTS)

The Department of Economic Development and Planning requests the attached resolution awarding
funds for infrastructure improvements and for land acquisition costs under the Suffolk County Affordable
Housing Opportunities Program (CP6411 & CP8704 respectively) to Riverview Lofts be Laid on the Table at
the September 6, 2017 General Meeting of the Legislature.

Attached please find the required supporting documentation. Electronic files have been filed as
required.

Thank you.
1. Type of Legislation

Resolution **X**  Local Law  Charter Law

2. Title of Proposed Legislation

RESOLUTION NO. - 2017 AUTHORIZING FUNDING OF LAND ACQUISITION, DEVELOPMENT, INFRASTRUCTURE IMPROVEMENTS AND OVERSIGHT OF REAL PROPERTY UNDER THE SUFFOLK COUNTY AFFORDABLE HOUSING OPPORTUNITIES PROGRAM (RIVerview LOFTS)

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)

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
</tr>
<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
</tr>
</tbody>
</table>

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


10. Typed Name & Title of Preparer

Nicholas E. Paglia Jr.  Chief Budget Examiner

11. Signature of Preparer

12. Date

August 28, 2017

SCIN FORM 175b (10/95)
<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**POLICE DISTRICT AND DISTRICT COURT**

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**COMBINED**

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**NOTES:**


3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office.
2017 INTRAGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL:

RESOLUTION AUTHORIZING FUNDING OF LAND ACQUISITION, DEVELOPMENT, INFRASTRUCTURE IMPROVEMENTS AND OVERSIGHT OF REAL PROPERTY UNDER THE SUFFOLK COUNTY AFFORDABLE HOUSING OPPORTUNITIES PROGRAM (RIVERVIEW LOFTS).

PURPOSE OF GENERAL IDEA OF BILL:

This legislation is needed to authorize funding of infrastructure improvements, land acquisition and oversight of real property under the Suffolk County Affordable Housing Program, with restrictions as set forth in section 36-2D of the Suffolk County Administrative Code.

SUMMARY OF SPECIFIC PROVISIONS:

The project will create 116 studio, one and two bedroom rental units in the Town of Riverhead for individuals earning up to 130% of the HUD-established area median income for the Nassau-Suffolk, to be funded by CAP-525-6411.314 and CAP-525-8704.214 to create much needed affordable housing in Suffolk County.

JUSTIFICATION:

Article XXXVI of the Suffolk County Administrative Code.

FISCAL IMPLICATIONS:

Funding will be issued upon purchase by the developer of subject property and execution of a Note, Mortgage, Covenants and Restrictions, and any other additional documents as may be necessary between the County, the Developer, and any other required parties.
RESOLUTION NO. -2017, AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH INSTALLATION OF FIRE, SECURITY AND EMERGENCY SYSTEMS AT COUNTY FACILITIES (CP 1710)

WHEREAS, security improvements for the William H. Rogers Building #20 in Hauppauge are necessary; and

WHEREAS, that this Legislature, by resolution of even date herewith, has authorized the issuance of $20,000 in Suffolk County Serial Bonds; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006 established the use of a priority ranking system, implemented in the Adopted 2017 Capital Budget, as the basis for funding capital projects such as this project; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-one (51) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006; and be it further

2nd RESOLVED, that the 2017 Capital Budget and Program be and is hereby amended as follows:

Project Number: 1755
Project Title: Infrastructure Improvements for Traffic and Public Safety and Public Health

<table>
<thead>
<tr>
<th>Cost Elements</th>
<th>Total Estimated Cost</th>
<th>Current 2017 Capital Budget &amp; Program</th>
<th>Revised 2017 Capital Budget &amp; Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Construction</td>
<td>$35,000</td>
<td>$55,000B</td>
<td>$35,000B</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$35,000</td>
<td>$55,000</td>
<td>$35,000</td>
</tr>
</tbody>
</table>

Project Number: 1710
Project Title: Installation of Fire, Security and Emergency Systems at County Facilities

<table>
<thead>
<tr>
<th>Cost Elements</th>
<th>Total Estimated Cost</th>
<th>Current 2017 Capital Budget &amp; Program</th>
<th>Revised 2017 Capital Budget &amp; Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Construction</td>
<td>$5,584,273</td>
<td>$750,000B</td>
<td>$770,000B</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$5,724,273</td>
<td>$750,000</td>
<td>$770,000</td>
</tr>
</tbody>
</table>

and be it further
3rd RESOLVED, that the proceeds of $20,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

<table>
<thead>
<tr>
<th>Project Number</th>
<th>JC</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-1710.328</td>
<td>20</td>
<td>Installation of Fire, Security and Emergency Systems at County Facilities – Security Improvements to Hauppauge Legislature Building</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

and be it further

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

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
RESOLUTION NO. -2017, AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH DEVELOPMENT OF BLUE POINT LAUNDRY SITE (CP 8244)

WHEREAS, the former Blue Point Laundry site was remediated as part of the Suffolk County Brownfields Program; and

WHEREAS, onsite remediation has been complete since 2013; and

WHEREAS, a park will be developed at the site; and

WHEREAS, once completed, this park will be transferred to the Town of Brookhaven and incorporated into its park system; and

WHEREAS, there are sufficient funds within the 2017 Capital Budget to cover the cost of Capital Project 8244; and

WHEREAS, that this Legislature, by resolution of even date herewith, has authorized the issuance of $250,000 in Suffolk County Serial Bonds; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006 established the use of a priority ranking system, implemented in the Adopted 2017 Capital Budget, as the basis for funding capital projects such as this project; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-eight (58) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006; and be it further

2nd RESOLVED, that the 2017 Capital Budget and Program be and is hereby amended as follows:

<table>
<thead>
<tr>
<th>Project Number: 8244</th>
<th>Project Title: Development of Blue Point Laundry Site</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Estimated Cost</td>
</tr>
<tr>
<td>1. Planning</td>
<td>$150,000</td>
</tr>
<tr>
<td>3. Construction</td>
<td>$150,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$300,000</td>
</tr>
</tbody>
</table>

and be it further

3rd RESOLVED, that the proceeds of $250,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:
and be it further

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

5th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA), N.Y. Envtl. Conserv. Law Art. 8, and Chapter 450 of the Suffolk County Code, hereby determines that this resolution constitutes an Unlisted Action, pursuant to Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code and further determines that the implementation of this action will not have a significant adverse impact on the environment for the following reasons:

1. The proposed action will not exceed any of the criteria in 6 N.Y.C.R.R. § 617.7, which sets forth thresholds for determining significant adverse impacts on the environment, as demonstrated in the Environmental Assessment Form;

2. The proposal does not 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. All necessary permits/approvals will be obtained from all applicable State, County, Town regulatory agencies prior to the commencement of project construction;

and be it further

6th RESOLVED, that this Legislature hereby adopts a determination of non-significance (negative declaration) and directs, in accordance with Section 450-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality to prepare and 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:
RESOLUTION NO. -2017, AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH WATER QUALITY PROTECTION AND RESTORATION PROGRAM (NISSEQUOGUE TRIBUTARY HEADWATERS) (CP 8710)

WHEREAS, Resolution No. 390-2016 appropriated Suffolk County serial bond funding and New York State Department of Environmental Conservation grant funding in connection with Stormwater Improvements to the Northeast Branch of the Nissequogue River; and

WHEREAS, additional funding is required for planning and construction in order to progress this project; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006 established the use of a priority ranking system, implemented in the Adopted 2017 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 $550,000 in Suffolk County Serial Bonds; now, therefore be it

1st RESOLVED, that pursuant to Resolution No. 96-2015 approved by the County Legislature, this project constitutes an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code, and the proposed project will not have significant adverse impacts on the environment for the following reasons:

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

2) Suffolk County has received a permit from the New York State Department of Environmental Conservation for the proposed action;

3) the removed sediments will be properly transported and disposed of at an approved landfill facility;

4) the proposed streambed restoration work will be similar in nature to the two previous phases of work on adjacent segments of the Nissequogue River which were completed by the Town of Smithtown and did not have any significant adverse impacts on the environment; and

5) the proposed action will improve stream conditions and flow through this segment of the Nissequogue River;

and be it further
2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-two (62) 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 for Stormwater Improvements to the Northeast Branch of the Nissequogue River, pursuant to Section C8-2 (A) of the Suffolk County Charter and Suffolk County Resolution No. 409-2015; and be it further

4th RESOLVED, that the 2017 Capital Budget and Program be and is hereby amended as follows:

<table>
<thead>
<tr>
<th>Project Number: 7050</th>
<th>Project Title: Improvements to Peconic Dunes County Park</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>Current 2017</td>
</tr>
<tr>
<td>Est'd</td>
<td>Capital Budget</td>
</tr>
<tr>
<td>3. Construction</td>
<td>$1,170,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$1,400,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Number: 8710</th>
<th>Project Title: Water Quality Protection and Restoration Program (Nissequogue Tributary Headwaters)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>Current 2017</td>
</tr>
<tr>
<td>Est'd</td>
<td>Capital Budget</td>
</tr>
<tr>
<td>Cost Elements</td>
<td>Cost &amp; Program</td>
</tr>
<tr>
<td>1. Planning</td>
<td>$4,367,994</td>
</tr>
<tr>
<td></td>
<td>$0 B</td>
</tr>
<tr>
<td>3. Construction</td>
<td>$2,977,333</td>
</tr>
<tr>
<td></td>
<td>$0 B</td>
</tr>
<tr>
<td></td>
<td>$275,000 S</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$10,784,866</td>
</tr>
</tbody>
</table>

and be it further

5th RESOLVED, that the proceeds of $550,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-8710.153</td>
<td>Stormwater Improvements to the Northeast Branch of the Nissequogue River</td>
<td>$50,000</td>
</tr>
<tr>
<td>(Fund 001-Debt Service)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>525-CAP-8710.334</td>
<td>Stormwater Improvements to the Northeast Branch of the Nissequogue River</td>
<td>$500,000</td>
</tr>
<tr>
<td>(Fund 001-Debt Service)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
and be it further

6th 

RESOLVED, that the County Comptroller is hereby authorized and empowered to take all steps necessary and appropriate to effectuate the transfer of this funding forthwith.

DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County

Date:

T:\BRO\Kennedy CP 8710, Capital Budget Amendment.doc
RESOLUTION NO. -2017, AMENDING THE 2017 OPERATING BUDGET TO PROVIDE FUNDING FOR THE PURCHASE OF LICENSE PLATE READERS FOR THE SUFFOLK COUNTY POLICE DEPARTMENT (THE SECURING OUR STREETS ACT)

WHEREAS, the 2017 Adopted Operating Budget provided funding in the Police District to be appropriated for anti-gang initiatives; and

WHEREAS, it is the desire of the Suffolk County Legislature to designate a portion of this funding for the purpose of purchasing two license plate readers for the Police Department to be used in the 2nd Precinct; and

WHEREAS, Section 4-31(G) of the Suffolk County Charter now allows amendment of the County Operating Budget by County Legislators four times during the fiscal year as long as the amendment reduces, lowers, terminates or cancels appropriations; abolishes positions of employment; terminates contract agencies; terminates or reduces the size of County programs or departments, or makes transfers of appropriations that are offset by reductions in other programs; now, therefore be it

1st RESOLVED, that the 2017 County Operating Budget is hereby amended as follows and that the County Comptroller be and hereby is authorized to transfer the following funds and authorizations:

APPROPRIATIONS:

FROM:

<table>
<thead>
<tr>
<th>FD</th>
<th>AGY</th>
<th>UNIT</th>
<th>ACT</th>
<th>OBJ</th>
<th>ACTIVITY NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>115</td>
<td>POL</td>
<td>3121</td>
<td>0000</td>
<td>4980</td>
<td>Non-Contract Agency</td>
<td>($70,000)</td>
</tr>
</tbody>
</table>

TO:

<table>
<thead>
<tr>
<th>FD</th>
<th>AGY</th>
<th>UNIT</th>
<th>ACT</th>
<th>OBJ</th>
<th>OBJECT NAME</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>115</td>
<td>POL</td>
<td>3121</td>
<td>0000</td>
<td>2500</td>
<td>Other Equipment: Not Otherwise</td>
<td>+$70,000</td>
</tr>
</tbody>
</table>

and be it further

2nd RESOLVED, that the moneys appropriated pursuant to this resolution shall be used for the sole and exclusive purpose of purchasing two license plate readers to be used in the 2nd Precinct.

DATED:

APPROVED BY:
RESOLUTION NO. 2017, AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS WITH REPLACEMENT OF CR 16, HORSEBLOCK ROAD BRIDGE OVER THE LONG ISLAND RAILROAD, TOWN OF BROOKHAVEN (CP 5855)

WHEREAS, the Commissioner of Public Works has requested funds for engineering and right-of-way (land acquisition) in connection with the replacement of CR 16, Horseblock Road Bridge over the Long Island Railroad; and

WHEREAS, sufficient funds are not included in the 2017 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C-4-13, 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, Resolution 992-2013 determined that the Replacement of CR 16 Bridge Over LIRR and Li Avenue, CP 5855, Town of Brookhaven, constitutes an unlisted action pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code, which stated the project will not have significant adverse impacts on the environment; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $350,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-eight (58) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete the Replacement of CR 16, Horseblock Road Bridge over the Long Island Railroad, pursuant to Section C6-2 (A) of the Suffolk County Charter; and be it further

3rd RESOLVED, that the 2017 Capital Budget and Program be and they are hereby amended as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>5569</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Title</td>
<td>Intersection Improvements on CR 80, Montauk Highway at CR 31, Old Riverhead Road</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Current 2017</th>
<th>Revised 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Capital Budget &amp; Program</td>
<td></td>
</tr>
<tr>
<td>Est'd Cost</td>
<td></td>
</tr>
</tbody>
</table>


3. Construction

<table>
<thead>
<tr>
<th></th>
<th>Current 2017</th>
<th>Revised 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Est'd Cost</td>
<td>$100,000</td>
<td>$450,000B</td>
</tr>
<tr>
<td>Budget &amp; Program</td>
<td>$100,000B</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$310,000</td>
<td>$450,000</td>
</tr>
</tbody>
</table>

Project No.: 5855
Project Title: Replacement of CR 16, Horseblock Road Bridge over the Long Island Railroad

1. Planning

<table>
<thead>
<tr>
<th></th>
<th>Current 2017</th>
<th>Revised 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Est'd Cost</td>
<td>$325,000</td>
<td>$325,000B</td>
</tr>
<tr>
<td>Budget &amp; Program</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$350,000</td>
<td>$350,000</td>
</tr>
</tbody>
</table>

2. Land Acquisition

<table>
<thead>
<tr>
<th></th>
<th>Current 2017</th>
<th>Revised 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Est'd Cost</td>
<td>$50,000</td>
<td>$25,000B</td>
</tr>
<tr>
<td>Budget &amp; Program</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$350,000</td>
<td>$350,000</td>
</tr>
</tbody>
</table>

; and be it further

4th RESOLVED, that the proceeds of $350,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>J.C.</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-5855.110 (Fund 001-Debt Service)</td>
<td>50</td>
<td>Replacement of CR 16, Horseblock Road Bridge over the Long Island Railroad—Planning</td>
<td>$325,000</td>
</tr>
<tr>
<td>525-CAP-5855.211 (Fund 001-Debt Service)</td>
<td>50</td>
<td>Replacement of CR 16, Horseblock Road Bridge over the Long Island Railroad—Land Acquisition</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

5th 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 resolution 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; conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action; adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list; Since this law is a Type II action, the Legislature has no further responsibilities under SEQRA.
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 _____ Charter Law _____

2. Title of Proposed Legislation


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
   - Village
   - Economic Impact
   - 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 2017 AND DEBT SERVICE WILL COMMENCE FALL 2018. THERE IS NO FISCAL IMPACT IN 2017. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2018 OPERATING BUDGET. ATTACHED 2018 CAT BASED ON 2017 DATA.

10. Typed Name & Title of Preparer
    Nicholas Paglia
    Chief Budget Examiner

11. Signature of Preparer
    

12. Date
    July 11, 2017

SCIN FORM 175b (10/95)
# FINANCIAL IMPACT
## 2018 PROPERTY TAX LEVY
### COST TO THE AVERAGE TAXPAYER

<table>
<thead>
<tr>
<th></th>
<th>2018 PROPERTY TAX LEVY</th>
<th>2018 COST TO AVG TAXPAYER</th>
<th>2018 RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$74,355</td>
<td>$0.14</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

## POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th></th>
<th>2018 PROPERTY TAX LEVY</th>
<th>2018 COST TO AVG TAXPAYER</th>
<th>2018 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

## COMBINED

<table>
<thead>
<tr>
<th></th>
<th>2018 PROPERTY TAX LEVY</th>
<th>2018 COST TO AVG TAXPAYER</th>
<th>2018 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$3</td>
<td>$0.14</td>
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</tr>
</tbody>
</table>

**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
<table>
<thead>
<tr>
<th>Date</th>
<th>Coupon</th>
<th>Principal</th>
<th>Interest</th>
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<th>Fiscal Debt Service</th>
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<td>$2,827.45</td>
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<td>11/1/2020</td>
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</table>
## General Fund

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

## Police District and District Court

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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</tbody>
</table>

## Combined

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Notes:
1) Source for number of family parcels and corresponding assessed valuation: Suffolk County real property, 2016.
3) Source for equalization rates: 2016 County equalization rates established by the New York State Board of Equalization and Assessments.

To be completed by the Executive Budget Office.
TITLE OF BILL: Amending the 2017 Capital Budget and Program and Appropriating Funds in Connection with CR 16, Horseblock Road/LIRR Bridge Replacement, Town of Brookhaven (CP 5855)

PURPOSE OR GENERAL IDEA OF BILL: Initial funding for this project was appropriated under CP 5850, but due to the size and nature of the project, it has been issued an individualized CP of 5855. The New York State Department of Transportation (the entity in which we receive Federal and/or State aid funding) had provided 80% reimbursement for the design of the project, however, this year they have informed us that they will only reimburse the County through preliminary design, leaving the County to fund the remaining portions of design.

SUMMARY OF SPECIFIC PROVISIONS: There are no funds included in the 2017 Capital Budget and Program for this project and, as such, an offset must be provided. It is our intent to utilize the remaining portion of the funding from CP 5569 (Intersection Improvements on CR 80, Montauk Highway at CR 31, Old Riverhead Road), as there is still right-of-way acquisitions that are required before construction can begin. $100,000 of CP 5569 was used as an offset for Resolution 594-2017, as requested by Legislator Spencer, for a study of CR 9, Greenlawn Road (CP 3316).

JUSTIFICATION: Funds are required so that our design consultant can complete final design and construction Letting preparation (PS&E – Plans, Specifications and Construction Estimate) for this project.

FISCAL IMPLICATIONS: Bonds will be issued to finance this project and principal and interest costs will be incurred over the life of the Bonds. It should be noted that the NYSDOT has agreed to provide 85% of the necessary construction funding that will be required (approximately $13,000,000) to replace this bridge.
MEMORANDUM

TO: Katie Horst, Director, Intergovernmental Relations
FROM: Gilbert Anderson, P.E. Commissioner
DATE: June 22, 2017
RE: Amending the 2017 Capital Budget and Program and Appropriating Funds in Connection with CR 16, Horseblock Road/LIRR Bridge Replacement, Town of Brookhaven (CP 5855)

Attached is a draft resolution to appropriate the sum of $325,000 for engineering and $25,000 for right-of-way (land acquisition) in connection with the above referenced project. There are no funds included in the 2017 Capital Budget and Program for this project and, as such, an offset must be provided. It is our intent to utilize the remaining portion of the funding from CP 5569 (Intersection Improvements on CR 80, Montauk Highway at CR 31, Old Riverhead Road), as there is still right-of-way acquisitions that are required before construction can begin. $100,000 of CP 5569 was used as an offset for Resolution 594-2017, as requested by Legislator Spencer, for a study of CR 9, Greenlawn Road (CP 3316).

These funds are required so that our design consultant can complete final design and PS&E for this project. Initial funding for this project was appropriated under CP 5850, but due to the size and nature of the project, it has been issued an Individualized CP of 5855. The New York State Department of Transportation (the entity in which we receive Federal and/or State aid funding) had provided 80% reimbursement for the design of the project, however, this year they have informed us that they will only reimburse the County through preliminary design, leaving the County to fund the remaining portion of final design and Construction Letting (plans, specifications and construction estimate) preparation for the replacement of this bridge. It should be noted that the NYSDOT has agreed to provide 85% of the necessary construction funding that will be required (approximately $13,000,000) to replace this bridge.

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-CP5855(CR16-LIRR Design&ROW).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
RESOLUTION NO. 229-2009, AMENDING THE 2009 CAPITAL BUDGET AND PROGRAM AND TRANSFERRING HOLDING ACCOUNT FUNDS TO THE CAPITAL FUND AND APPROPRIATING THESE FUNDS IN CONNECTION WITH REHABILITATION OF VARIOUS BRIDGES AND EMBANKMENTS (CAPITAL PROGRAM NUMBER 5850)

WHEREAS, Resolution No. 1418-2007 has authorized the acceptance and appropriation of the initial monetary payment of $575,000 by the Owner to the County for the Drainage and Resurfacing of CR 16, Horseblock Road, from the Vicinity of CR 99, Woodside Avenue, to the Vicinity of the North Service Road of the Long Island Expressway; and

WHEREAS, the $575,000 Holding Account funds from Capital Program 5511 Impact Fees are no longer needed for that program and sufficient to support the appropriation of this project within the 2009 Capital Budget and Program; and

WHEREAS, the Commissioner of Public Works has requested funds for engineering in connection with Rehabilitation of Various Bridges and Embankments; 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 authorizes the transfer of $575,000 in impact fees from the current holding account to cover the costs of engineering and design for the Rehabilitation of Various Bridges and Embankments; 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) (20) and (21) 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 forty-six (46) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 571-1998 and reaffirmed by Resolution No. 209-2000, and be it further

3rd RESOLVED, that the 2009 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5850
Project Title: Rehabilitation of Various Bridges and Embankments
1. Planning, Design & Supervision

<table>
<thead>
<tr>
<th>Total Est'd Cost</th>
<th>Current 2009</th>
<th>Revised 2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>$575,000</td>
<td>$0</td>
<td>$575,000</td>
</tr>
</tbody>
</table>

TOTAL $8,045,000 $1,375,000 $1,950,000

and be it further

4th RESOLVED, that the County Treasurer and County Comptroller be and they are hereby authorized to transfer the funds from Holding Account 525-6880 to the Capital Revenue Account for Capital Project CP 5850; and be it further

5th RESOLVED, that the proceeds of $575,000 in Other Capital Aid revenues transferred to the Capital Fund be and hereby are appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>J.C.</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-5850,110</td>
<td>50</td>
<td>Rehabilitation of Various Bridges and Embankments</td>
<td>$575,000</td>
</tr>
</tbody>
</table>

DATED: DEC 15 2009

APPROVED BY:

County Executive of Suffolk County

Date: 12-25-09
RESOLUTION NO. \(262\) -2010, AMENDING THE 2010 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR PARTICIPATION IN THE REPLACEMENT OF CR 16, HORSEBLOCK ROAD OVER THE LIRR BRIDGE, TOWN OF BROOKHAVEN (CP 5850)

WHEREAS, the Commissioner of Public Works has requested funds for engineering in connection with the Replacement of CR 16, Horseblock Road over the LIRR Bridge; 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 portion; and

WHEREAS, sufficient funds are not included in the 2010 Capital Budget and Program to cover the cost of said request under Capital Project 5850 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, there are Federal funds available from the Federal Highway Administration for this project, identified as PIN OT2435, under the Federal Highway Administration (FHWA) funding, with a share allocation of eighty percent (80%) Federal funds ($680,000) and twenty percent (20%) County funds ($170,000); 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 $850,000 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) (20) and (21) 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 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, pursuant to Section C8-2 (A) of the Suffolk County Charter to complete the Replacement of CR 16, Horseblock Road over the LIRR Bridge; and be it further

4th RESOLVED, that the 2010 Capital Budget and Program be and they are hereby amended as follows:

<table>
<thead>
<tr>
<th>Project No.:</th>
<th>5850</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Title:</td>
<td>Rehabilitation of Various Bridges and Embankments</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
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<th>Revised 2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost Est'd</td>
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<tr>
<td>Capital Budget &amp; Program</td>
<td>$0</td>
<td>$680,000F</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$8,565,000</td>
<td>$1,700,000</td>
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</tbody>
</table>

and be it further

5th RESOLVED, that the proceeds of $170,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>J.C.</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-5850.111 (Fund 001-Debt Service)</td>
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<td>Replacement of CR 16, Horseblock Road over the LIRR Bridge - Planning &amp; Engineering</td>
<td>$170,000</td>
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</tbody>
</table>

and be it further

6th RESOLVED, that Federal Aid in the amount of $680,000 be and it hereby is appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>J.C.</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-5850.111 (Fund 001-Debt Service)</td>
<td>50</td>
<td>Replacement of CR 16, Horseblock Road over the LIRR Bridge - Planning &amp; Engineering</td>
<td>$680,000</td>
</tr>
</tbody>
</table>

and be it further

7th RESOLVED, that the County Comptroller is directed to limit the serial bond borrowing to the County share of $170,000; and be it further

8th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding in the amount of $680,000; and be it further
9th RESOLVED, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of $680,000; and be it further

10th RESOLVED, that this resolution will become effective upon receipt of the Federal Authorization; and be it further

11th RESOLVED, that no appropriations shall be expended, encumbered, or authorized, until the County is in receipt of the Federal Authorization for this project; and be it further

12th 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: DEC 21 2010

APPROVED BY: County Executive of Suffolk County

Date: 12/28/10
RESOLUTION NO. 465 -2013, AMENDING THE 2013 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH REPLACEMENT OF CR 16, HORSEBLOCK ROAD BRIDGE OVER THE LONG ISLAND RAILROAD, TOWN OF BROOKHAVEN (CP 5855)

WHEREAS, the Commissioner of Public Works has requested funds for planning steps in connection with the replacement of CR 16, Horseblock Road Bridge over the Long Island Railroad; and

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

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $25,000 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) (20), (21) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action. Since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-eight (58) 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 Replacement of CR 16, Horseblock Road Bridge over the Long Island Railroad, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th RESOLVED, that the 2013 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5855
Project Title: Replacement of CR 16, Horseblock Road Bridge over the Long Island Railroad
1. Planning

<table>
<thead>
<tr>
<th>Cost</th>
<th>Current 2013</th>
<th>Revised 2013</th>
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</thead>
<tbody>
<tr>
<td>Total</td>
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</tr>
<tr>
<td>Est'd Budget &amp; Program</td>
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</tr>
<tr>
<td>TOTAL</td>
<td>$235,000</td>
<td>$250,000</td>
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</tbody>
</table>

Project No.: 5855  
Project Title: Replacement of CR 16, Horseblock Road Bridge over the Long Island Railroad

2. Planning Steps for Land Acquisition

<table>
<thead>
<tr>
<th>Cost</th>
<th>Current 2013</th>
<th>Revised 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$25,000</td>
<td>$10,000B</td>
</tr>
<tr>
<td>Est'd Budget &amp; Program</td>
<td>$25,000B</td>
<td>$25,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$25,000</td>
<td>$10,000</td>
</tr>
</tbody>
</table>

and be it further

5th RESOLVED, that the proceeds of $25,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>J.C.</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-5855.210 (Fund 001-Debt Service)</td>
<td>50</td>
<td>Replacement of CR 16, Horseblock Road Bridge over the Long Island Railroad-Planning Steps for Land Acquisition</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

DATED: June 4, 2013

APPROVED BY:

/is/ Steven Bellone  
County Executive of Suffolk County

Date: June 7, 2013
RESOLUTION NO. 485-2013, AUTHORIZING PLANNING STEPS FOR THE ACQUISITION OF LAND FOR A PERMANENT EASEMENT FROM THE NEW YORK STATE METROPOLITAN TRANSPORTATION AUTHORITY (MTA), LONG ISLAND RAIL ROAD (LIRR), FOR THE REPLACEMENT OF A CERTAIN BRIDGE ON CR 16, HORSEBLOCK ROAD, TOWN OF BROOKHAVEN, SUFFOLK COUNTY, NEW YORK (SCTM NO. 0200-737.00-01.00-008.000) (CP 5855, PIN 075979)

WHEREAS, the New York State Metropolitan Transportation Authority (MTA), Long Island Railroad (LIRR) is the owner, in fee simple absolute, of a certain railroad right-of-way, situated in the Town of Brookhaven, Suffolk County, New York; and

WHEREAS, the County of Suffolk is about to undertake the replacement of a certain bridge on CR 16, Horseblock Road, Town of Brookhaven, that traverses said right-of-way owned by the New York State Metropolitan Transportation Authority (MTA), Long Island Railroad (LIRR); and

WHEREAS, this bridge replacement will require the acquisition by the County of Suffolk of a permanent easement for the installation of new abutments to support new substructure and superstructure on the premises more fully described in the acquisition map and legal description attached hereto as Exhibit "A"; and

WHEREAS, that pursuant to New York State Public Authorities Law §2897, the New York State Metropolitan Transportation Authority (MTA), Long Island Railroad (LIRR) must charge fair market value for said conveyance; and

WHEREAS, adequate funding for this project has been adopted in the 2013 Capital Budget in Capital Project 5855; now, therefore be it

1st RESOLVED, that the parcel listed in Exhibit "A" consisting of approximately 0.233+/- acres are hereby approved for preliminary planning steps and ultimate acquisition of a permanent easement for the installation of abutments to support a new substructure and superstructure for the replacement of the bridge on CR 16, Horseblock Road, that traverses the site owned in fee simple absolute by the New York State Metropolitan Transportation Authority (MTA), Long Island Railroad (LIRR), SCTM No. 0200-737.00-01.00-008.000; and be it further

2nd RESOLVED, that the Commissioner of the County Department of Public Works, or his designee, is hereby authorized, empowered, and directed to have surveys and maps prepared for the subject parcel; and be it further

3rd RESOLVED, that the Commissioner of the County Department of Public Works, or his designee, is hereby further authorized, empowered, and directed, to have the subject parcel appraised, environmentally assessed, and examined for title; and be it further

4th RESOLVED, that the Commissioner of the County Department of Public Works, or his designee, is hereby further authorized, empowered, and directed to initiate written contact with the owner of the subject parcel prior to ordering an appraisal, for the purpose of
commencing negotiations to acquire a permanent easement in and to the subject parcel, the actual acquisition of which shall be subject to approval via duly enacted resolution of the County of Suffolk; and be it further

5th RESOLVED, that the cost of such surveys, title searches, audits, maps, and/or appraisals, if any, shall be paid from the funds to be appropriated from Capital Project No. 5855; and be it further

6th RESOLVED, that the Commissioner of the County Department of Public Works, or his or her designee, is hereby further authorized, empowered, and directed to utilize such valid appraisals for the subject parcel as may be made available to the County by any pertinent municipality or Public Authority, either voluntarily or upon request by the County of Suffolk; and be it further

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

DATED: June 4, 2013

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: June 7, 2013
RESOLUTION NO. 992 -2013, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED REPLACEMENT OF CR 16 BRIDGE OVER LIRR AND LI AVENUE, CP 5855, TOWN OF BROOKHAVEN

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Replacement of CR 16 Bridge Over LIRR and LI Avenue, CP 5855, Town of Brookhaven", pursuant to Section 6 of Local Law No. 22-1985 which project involves the replacement of the bridge carrying CR 16, Horseblock Road over the LIRR and LI Avenue; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and a presentation was made by a representative from LIRO Engineers and subsequently sent out to all concerned parties; and

WHEREAS, at its October 16, 2013 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Public Works; and

WHEREAS, the CEQ recommended that the above activity be considered an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated October 21, 2013 of said recommendations; and

WHEREAS, Section 450-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore be it

1st RESOLVED, that this Legislature hereby determines that the Proposed Replacement of CR 16 Bridge Over LIRR and LI Avenue, CP 5855, Town of Brookhaven constitutes an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code, which project will not have significant adverse impacts on the environment for the following reasons:

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

2. The proposal does not significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and the Suffolk County Code;
3. This proposal's construction impacts will be temporary and will not result in any long term environmental damage; and

4. The proposal will replace a bridge that is in poor condition and has required emergency repairs in the last few years;

and be it further

2nd RESOLVED, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

3rd RESOLVED, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 450-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED: November 19, 2013

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: November 27, 2013
RESOLUTION NO. 1768-17, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $15,000 IN FEDERAL PASS-THROUGH FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE EXPLOSIVE DETECTION CANINE TEAM 2016 PROGRAM WITH 100% SUPPORT.

WHEREAS, the New York State Division of Homeland Security and Emergency Services has made $15,000 in Federal pass-through funds from the 2016 State Homeland Security Grant Program (SHSP) available to Suffolk County for the Explosive Detection Canine Team 2016 Program to be administered by the Suffolk County Police Department; and

WHEREAS, this program is designed to assist law enforcement in the prevention, deterrence and response to terrorist attacks and IED incidents through the sustainment and enhancement of the SCPD Explosive Detection Canine Teams; and

WHEREAS, the operational period of the Program will be from April 1, 2017 through August 31, 2019; and

WHEREAS, said grant funds have not been included in the 2017 Suffolk County Operating Budget; now, therefore, be it

1st RESOLVED, that the County Comptroller be and hereby is authorized to accept and appropriate said grant funds as follows:

Explosive Detection Canine Team - $15,000

REVENUES:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>POL</td>
<td>3789</td>
<td>4523</td>
<td>15,000</td>
</tr>
</tbody>
</table>

ORGANIZATIONS:

Police Department (POL)
Explosive Detection Canine Team 2016
003-POL-3789 - $15,000
and be it further

2nd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk county Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (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

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

1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
</table>

2. Title of Proposed Legislation

**ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $15,000 IN FEDERAL PASS-THROUGH FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE EXPLOSIVE DETECTION CANINE TEAM 2016 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)

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
</tr>
<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
</tr>
</tbody>
</table>

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

The resolution provides $15,000 for the purchase and installation of a motorized security gate at the Canine Section facility.

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, 2017 and August 31, 2019.

8. Proposed Source of Funding

This program is 100% funded by the New York State Division of Homeland Security and Emergency Services. No match is required.

9. Timing of Impact

**Effective upon adoption.**

10. Typed Name & Title of Preparer

Sarah Furry  Senior Grants Analyst

11. Signature of Preparer

12. Date

8/29/17

SCIN FORM 175b (10/95)  Page 1 of 2
### General Fund

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
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</table>

### Police District and District Court

<table>
<thead>
<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FV Tax Rate Per $1000</th>
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</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
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</table>

### Combined

<table>
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<tr>
<th></th>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

**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.

Page 2 of 2

To be completed by the Executive Budget Office
2017 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title Of Bill: Accepting and appropriating a grant in the amount of $15,000 in Federal pass-through funding from the New York State Division Of Homeland Security and Emergency Services for the Explosive Detection Canine Team 2016 grant program with 100% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $15,000 in grant funding to support the purchase and installation of a motorized security gate at the Canine Section facility in order to maintain and sustain the capabilities of the SCPD Canine Section's Explosives Detection Canine Teams.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept pass-through Federal funding in the amount of $15,000 for the purchase and installation of access control equipment for the safety and security of the Explosives Detection Canine Teams and all other SCPD Canine teams.

JUSTIFICATION: Changes to discharge procedures at the Yaphank Correction Facility adjacent to the Canine Section's training facility have discharged inmates exiting past the Canine facility. Additional security measures are required due to the additional traffic in the area.

FISCAL IMPLICATIONS: None. This project is 100% funded by the grant.
COORDINATION OF GRANT APPLICATION OR CONTRACT
County of Suffolk

DATE 8/10/17

<table>
<thead>
<tr>
<th>Submitting Department/Agency</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffolk County Police Department</td>
<td>30 Yaphank Avenue, Yaphank</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person In Department/Agency</th>
<th>Telephone Number</th>
<th>Grant Application Due Date</th>
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</thead>
<tbody>
<tr>
<td>Sarah Furey Sr. Grants Analyst</td>
<td>852-6042</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Instructions:** Applicant will complete all items on this form. If an item is not applicable, enter “NA”. If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 1/2” X 11” sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title: **Explosive Detection Canine Team 2016**


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.)

   Funding will support the maintenance and sustainment of the SCPD Explosives Detection Canine Teams’ capabilities through the purchase and installation of a motorized security gate for the Canine Section facility.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.) Police Department

II. BUDGET INFORMATION

1. Term of Contract
   From: 9/1/16
   To: 8/31/19

2. Financial Assistance Requested

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>FOURTH FUNDING CYCLE</th>
<th>FIFTH FUNDING CYCLE</th>
<th>SIXTH FUNDING CYCLE</th>
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<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
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<tr>
<td>Federal</td>
<td>$16,148</td>
<td>100%</td>
<td>$19,711</td>
</tr>
<tr>
<td>State</td>
<td>$</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Private</td>
<td>$</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>County</td>
<td>$</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td>$16,148</td>
<td>100%</td>
<td>$19,711</td>
</tr>
</tbody>
</table>

SCIN FORM 164
<table>
<thead>
<tr>
<th>Category</th>
<th>Total Requested</th>
<th>Personnel Costs Requested</th>
<th>Non-Personnel Costs Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL COUNTY SHARE:</td>
<td>$ NONE</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4. Total Number of New Positions Requested</td>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

2. Signature of Coordinator

3. Date

4. Comments

Disapproved

5. Budget Office Review: Approved

6. Signature of Budget Director

7. Date

Disapproved

8. Comments

SCIN FORM 164
<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>APPROPRIATION NUMBER GRANTOR FUNDS</th>
<th>APPROPRIATION NUMBER COUNTY FUNDS</th>
<th>APPROPRIATION NUMBER IN-KIND CONTRIBUTION</th>
<th>REMARKS</th>
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<tbody>
<tr>
<td>1000 PERSONAL SERVICES:</td>
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<td></td>
</tr>
<tr>
<td>1100 Permanent Salaries</td>
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<tr>
<td>1110 Interim Salaries</td>
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<tr>
<td>1120 Overtime Salaries</td>
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<tr>
<td>2000 EQUIPMENT:</td>
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<tr>
<td>2010 Furniture &amp; Fixtures</td>
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<tr>
<td>2020 Office Machines</td>
<td></td>
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<tr>
<td>2030 Purchase of Automobiles</td>
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<tr>
<td>2040 Trucks, Trailers, and Jeeps</td>
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<tr>
<td>2090 Radio and Communication</td>
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<td></td>
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<tr>
<td>2500 Other Equip Not Otherwise</td>
<td>15,000</td>
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<tr>
<td>3000 SUPPLIES MATERIALS &amp; OTHERS:</td>
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<tr>
<td>3160 Computer Software</td>
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<tr>
<td>3500 Other Unclassified</td>
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<tr>
<td>3520 Rent: Automobiles</td>
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<tr>
<td>4000 UTILITIES:</td>
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<tr>
<td>4010 Telephone &amp; Telegraph</td>
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<td>4210 Computer Services</td>
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<td>4300 TRAVEL:</td>
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<td>4310 Employee Misc - Expenses</td>
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<tr>
<td>4330 Travel Employee Contracts</td>
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<tr>
<td>4340 Travel Other Contracts</td>
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SCIN Form 164D (10-80)
<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>APPROPRIATION NUMBER GRANTOR FUNDS</th>
<th>APPROPRIATION NUMBER COUNTY FUNDS</th>
<th>APPROPRIATION NUMBER IN-KIND CONTRIBUTION</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4400 FEES FOR FACILITIES</td>
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<td></td>
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<tr>
<td>4410 Rent: Offices &amp; Buildings</td>
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<tr>
<td>4500 FEES FOR SERVICES:</td>
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</tr>
<tr>
<td>4560 Fees for Services, Non-Employees</td>
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<tr>
<td>4750 Law Enforcement Expenditures</td>
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<tr>
<td>4770 Special Services</td>
<td></td>
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<tr>
<td>4900 CONTRACTED SERVICES (LIST)</td>
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<tr>
<td>8000 EMPLOYEE BENEFITS:</td>
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<tr>
<td>8280 Retirement</td>
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<tr>
<td>8300 Insurance: Worker Compensation</td>
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<tr>
<td>8330 Social Security</td>
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<tr>
<td>8360 Health Insurance</td>
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<tr>
<td>8380 Dental Insurance</td>
<td></td>
<td></td>
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</tbody>
</table>

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)
<table>
<thead>
<tr>
<th>DETAIL LISTING OF 1000 ACCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE OF POSITION</td>
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</table>

<table>
<thead>
<tr>
<th>PERSONAL SERVICES</th>
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</thead>
<tbody>
<tr>
<td>GRANTOR</td>
</tr>
<tr>
<td>COUNTY</td>
</tr>
<tr>
<td>IN-KIND</td>
</tr>
</tbody>
</table>

| EMPLOYEE NAME |

| SALARY |

| SOURCE OF FUNDING BY % |

| 168  |
February 27, 2017

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

Dear Mr. Bellone:

I am pleased to announce that Suffolk County has been awarded $15,000 in federal funding under the FY2016 Explosive Detection Canine Team Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security’s (DHS) State Homeland Security Grant Program (SHSP). The performance period for this award is April 1, 2017 through August 31, 2019.

As outlined in your application, this funding is provided for the sustainment, maintenance and enhancement of your explosive detection canine team assets, through equipment, training, exercise, and planning projects that support terrorism prevention activities in your jurisdiction. All funding is subject to both New York State and federal guidelines and regulations.

We encourage you to review the objectives of this targeted grant opportunity as we reach out to you to execute your contract. One of the primary objectives requires grantees to continually update their DHS Office for Bombing Prevention Explosive Detection Canine Capability Assessment Reports, specifically when they have completed a significant project that demonstrates capability growth, and we strongly recommend that you update your assessment report annually. Additionally, all grantees are required to be registered users of the Bomb Arson Tracking System (BATS), administered by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), to document the incidents their team responds to and the activities they perform. Additionally, all capabilities developed through Federal FY2016 SHSP funding are required to be deployable regionally and nationally per the Federal Funding Opportunity Announcement.

A representative from DHSES’s Grant Program Administration Unit will be reaching out to your grant point of contact shortly. If you have any questions about this program, please contact my Director of Grants Program Administration, Shelley Wahrlich, at (518) 402-2123.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

[Signature]

John P. Melville
Commissioner

cc: Chief Deputy County Executive Dennis Cohen, Suffolk County
Sarah Furey, Grants Analyst, Suffolk County Police Department
### Award Contract

**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:** T834089  
(Contract Number)

**ORIGINATING AGENCY CODE:** 01077

**GRANTEE/CONTRACTOR:** (Name & Address)
Suffolk County
H Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11786

**TYPE OF PROGRAMS:** WM2015 SHSP  
**CFDA NUMBER:** 97.067  
**DHSES NUMBERS:** WM18834089

**FEDERAL TAX IDENTIFICATION NO:** 11-6000484  
**MUNICIPALITY NO:** (if applicable) 47010000000000  
**SF6 VENDOR NO:** 1000000089  
**DUN & BRADSTREET NO:** 065949190

**INITIAL CONTRACT PERIOD:**
FROM 04/01/2017 TO 03/31/2019  
**FUNDING AMOUNT FOR INITIAL PERIOD:** $15,000.00

**STATUS:**
Contractor is not a sectarian entry.
Contractor is not a not-for-profit organization.

**CHARITIES REGISTRATION NUMBER:**
N/A

**APPENDIX ATTACHED AND PART OF THIS AGREEMENT**
- **APPENDIX A** Standard Clause required by the Attorney General for all State contracts
- **APPENDIX A1** Agency-specific Clause
- **APPENDIX B** Budget
- **APPENDIX C** Payment and Reporting Schedule
- **APPENDIX D** Program Workplan and Special Conditions
- **APPENDIX E** Modification Agreement Form (to accompany modified attachments)
- **DHSES-88** Budget Amendment/Grant Extension Request
- **Other:** Certification Regarding Omission, Suspension, Ineligibility and Vendor Eligibility

**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:** [Name], 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: ____________________________
Date: ____________________________

### Additional Information

https://grants.dhsses.ny.gov/NYOHSS_GMS/Project/ReportContractAward.jsp  
8/9/2017
<table>
<thead>
<tr>
<th>Award Contract</th>
<th>Project No.</th>
<th>Grantee Name</th>
<th>SHSP</th>
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https://grants.dhises.ny.gov/NYOHS_GMS/Project/ReportContractAward.jsp 8/9/2017
Award Contract

Project No. CP16-1028-E00

Grantee Name Suffolk County

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
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 DHESES, 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 DHESES 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.

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

https://grants.dhse.ny.gov/NYOHS_GMS/Project/ReportContractAward.jsp 8/9/2017
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 no 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 thewritten 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

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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 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 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 disbursement 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 intimate 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 NYCCR 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;

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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 agreement or other 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: 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 payroll 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)


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 MEWBEs 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) 292-5260; (212) 803-2414; or (718) 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-responsive.

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

https://grants.dhses.ny.gov/NYOHS_GMS/Project/ReportContractAward.jsp 8/9/2017
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 sixtyth 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. MWBE 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:

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participation 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 MWBE contractor associations.

(2) Request a list of State-certified MWBEs 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 MWBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.

(6) Ensure that progress payments to MWBEs 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 MWBE participation.

EEO

https://grants.dhsses.ny.gov/NYOHIS_GMS/Project/ReportContractAward.jsp 8/9/2017
(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:

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
      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 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


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=63811dc3410c008e2f8e28c325c09e&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 programatically 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 outcomes 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
# Budget Summary by Participant

Suffolk County
Suffolk County Police Department - Version 1

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Total Contract Costs

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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.

https://grants.dhSES.ny.gov/NYOHS_GMS/Project/ReportContractAward.jsp 8/9/2017
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
Work Plan

Goal
Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks involving explosive devices.

Objective #1
Investment Justification - Counter Terrorism and Law Enforcement
Target Capability
Primary - Explosive Device Response Operations
To enhance explosive detection canine team capabilities to prevent and detect improvised explosive device (IED) attacks by acquiring and utilizing Explosive Detection Canine Teams (EDCT). (4.1)

Task #1 for Objective #1
Purchase and install locking physical access control system gate.

# Performance Measure
Identify equipment purchased and installed. Describe how the project enhanced explosive detection capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.
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.
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.


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) (https://www.fema.gov/authorized-equipment-list).

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.

II. ADDITIONAL REQUIREMENTS FOR TARGETED GRANT PROGRAMS:
A. Explosive Detection Canine Team Grant Program
1. Grantees are required to follow New York State Division of Criminal Justice Services (DCJS) or New York State Police (NYSP) guidelines for maintenance training in order to meet the annual recertification requirements for canines purchased with these grant funds.
2. This requirement includes attending training in which a DCJS certified canine explosives trainer is present and completes the proper documentation of such training for recertification, or attending NYSP regional explosives detection canine training as per their protocol.
3. Grantees must make these records available to DHSES, upon request, for review to ensure compliance with these conditions.
5. Grantees must register and participate in the Bureau of Alcohol, Tobacco, Firearms and Explosives’ (ATF) Bomb Arson Tracking System (BATS).
MEMORANDUM

TO: Katie Horst, Director of Intergovernmental Relations
Suffolk County Executive’s Office

FROM: Mark Griffiths, Deputy Chief of Support Services
Suffolk County Police Department

DATE: August 10, 2017

SUBJECT: Resolution Packet for the Explosive Detection Canine Team 2016 Grant Program

Attached please find the following for the New York State Division of Homeland Security and Emergency Services (DHSES) sponsored Explosive Detection Canine Team 2016 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 Proposed Contract between Suffolk County and the NYS Division of Homeland Security and Emergency Services

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 DHSES E-Grants Management System upon passage and signature of the resolution.

This legislation will allow the County to accept Federal pass-through funding in the amount of $15,000 to be used for the purchase and installation of a motorized security gate at the Suffolk County Police Department’s Canine Section facility.

If you have any questions concerning this resolution package please do not hesitate to contact Sarah Furey, Senior Grants Analyst, at (631) 852-6042 or Susan Krause, Grants Analyst, at (631) 852-6601.

MG/sf
Att.

ACCREDITED LAW ENFORCEMENT AGENCY
Visit us online at: www.suffolkpd.org
Crime Stoppers Confidential Tip Hotline: 1-800-220-TIPS
Non-Emergencies Requiring Police Response - Dial: (631) 852-COPS
30 Yaphank Avenue, Yaphank, New York 11980 – (631) 852-6000
RESOLUTION NO. - 2017, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 10, ELWOOD ROAD (CP 5558)

WHEREAS, the Commissioner of Public Works has requested funds for planning in connection with improvements to CR 10, Elwood Road; and

WHEREAS, there are sufficient funds within the 2017 Capital Budget and Program to cover the cost of said request; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $50,000 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"), 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 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, authorizes environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the County to commence, engage in or approve such action. Adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution; and be it further

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 10, Elwood Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th RESOLVED, that the proceeds of $50,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

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DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:
1. Type of Legislation

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<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
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</table>

2. Title of Proposed Legislation

RESOLUTION NO. - 2017, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 10, ELWOOD ROAD (CP 5558)

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)

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Library District</th>
<th>Fire District</th>
</tr>
</thead>
</table>

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

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

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2018 AND DEBT SERVICE WILL COMMENCE SPRING 2019. THERE IS NO FISCAL IMPACT IN 2017 AND 2018. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2019 OPERATING BUDGET. ATTACHED 2019 CAT BASED ON 2017 DATA.

10. Typed Name & Title of Preparer
Nicholas Paglia
Chief Budget Examiner

11. Signature of Preparer

12. Date
August 24, 2017

SCIN FORM 175b (10/95)
## Term of Bonds

**Amount to Bond:** $50,000

<table>
<thead>
<tr>
<th>Date</th>
<th>Coupon</th>
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<th>Interest</th>
<th>Total Debt Service</th>
<th>Fiscal Debt Service</th>
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</thead>
<tbody>
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FINANCIAL IMPACT
2019 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

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POLICE DISTRICT AND DISTRICT COURT

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COMBINED

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<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 RATE PER $1000</th>
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<tbody>
<tr>
<td>TOTAL</td>
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<td>$0.00</td>
</tr>
</tbody>
</table>

NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office
### GENERAL FUND

<table>
<thead>
<tr>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 RATE PER $1000</th>
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### POLICE DISTRICT AND DISTRICT COURT

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</thead>
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<tr>
<td>TOTAL</td>
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### COMBINED

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<thead>
<tr>
<th>2017 PROPERTY TAX LEVY</th>
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<tr>
<td>TOTAL</td>
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</table>

**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
### GENERAL FUND

<table>
<thead>
<tr>
<th>2018 PROPERTY TAX LEVY</th>
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### POLICE DISTRICT AND DISTRICT COURT

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### COMBINED

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</thead>
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<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office
TITLE OF BILL: Appropriate Funds in Connection with Improvements to CR 10, Elwood Road (CP 5558)

PURPOSE OR GENERAL IDEA OF BILL: The Department, in conjunction with our consultant engineering firm – NV5 New York, has completed the design for Phase 1 (from the vicinity of NYS Route 25 to the vicinity of Bellrose Avenue) which is currently under construction. Additional funding is required for the consultant to complete design of Phase 2 (from the vicinity of Bellrose to the vicinity of NYS Route 25A) so that the County can bring the project to construction Letting in 2018. The required needs for design completion include additional drainage systems, new curb and sidewalk and ADA (Americans with Disabilities Act) compliance.

SUMMARY OF SPECIFIC PROVISIONS: There is sufficient funding in the 2017 Capital Budget for this request.

JUSTIFICATION: These funds will enable the County to procure services of a consultant engineering firm to complete design services for Phase II of the above project.

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

TO: Katie Horst, Director, Intergovernmental Relations
FROM: Gilbert Anderson, P.E. Commissioner
DATE: August 9, 2017
RE: Appropriating Funds in Connection with Improvements to CR 10, Elwood Road (CP 5558)

Attached is a draft resolution to appropriate the sum of $50,000 for planning in connection with the above referenced project. There are sufficient funds included in the 2017 Capital Budget and Program for this project.

The Department, in conjunction with our consultant engineering firm – NV5 New York, has completed the design for Phase 1 (from the vicinity of NYS Route 25 to the vicinity of Bellrose Avenue) which is currently under construction. Additional funding is required for the consultant to complete design of Phase 2 (from the vicinity of Bellrose to the vicinity of NYS Route 25A) so that the County can bring the project to construction Letting in 2018. The required needs for design completion include additional drainage systems, new curb and sidewalk and ADA (Americans with Disabilities Act) compliance.

Initial funding sources for this project were provided under CP 5497 (Sidewalks) and CR 5014 (Strengthening & Improving County Roads), however, with the additional design and subsequent construction, the additional planning funds were programmed under CP 5558.

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

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5558(CR10).doc".

GA/WH/ttd
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
RESOLUTION NO. - 2017, ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE AMOUNT OF $1,199,053 FOR THE HOME INVESTMENT PARTNERSHIPS PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS

WHEREAS, the Suffolk County Department of Economic Development and Planning has submitted an application for a HOME Investment Partnership Program Grant for Federal Fiscal Year 2017 under Title II of the National Affordable Housing Act of 1990 (P.L. 101-625); and

WHEREAS, the County has been awarded a HOME Investment Partnerships Program FY 2017 grant in the amount of $1,199,053; and

WHEREAS, $119,905 of said funds are to be used for operational costs; and

WHEREAS, these funds have been included in the 2017 Adopted Operating Budget; now, therefore be it

1st RESOLVED, that the Suffolk County Legislature hereby authorizes the County Executive, or his designee, to accept the HOME Investment Partnerships Program grant and to execute agreements with HUD, cooperating municipalities, non-profit and for-profit organizations for the expenditure of these funds; and be it further

2nd RESOLVED, that $119,905 of these funds be used to reimburse budgeted County expenses and that the County Comptroller be and is hereby authorized to accept and appropriate the following funds:

REVENUES – Community Development – Federal Aid

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>353</td>
<td>CDV</td>
<td>8664</td>
<td>4911</td>
<td>1,199,053</td>
</tr>
</tbody>
</table>

ORGANIZATIONS:

ECONOMIC DEVELOPMENT AND PLANNING
HOME INVESTMENT PARTNERSHIPS
353-CDV-8664
$1,079,148

Contracted Services
$1,079,148

4980-Contracted Agencies
$1,079,148
INTERFUND TRANSFER
TRANSFER TO FUND 351
IFT-9600 - $119,905

9000-INTERFUND TRANSFERS: $119,905

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>353</td>
<td>IFT</td>
<td>ODE</td>
<td>E351</td>
<td>9600</td>
<td>0000</td>
<td>Admin expenses</td>
<td>119,905</td>
</tr>
</tbody>
</table>

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

1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Title of Proposed Legislation

RESOLUTION NO. -2017, ACCEPTING AND APPROPRIATING A 100% REimbursed GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS.

3. Purpose of Proposed Legislation

To accept and appropriate a 100% reimbursed grant from the U.S. Department of Housing and Urban Development for the HOME Investment Partnership Program, in the amount of $1,199,053, and authorizing the County Executive to execute agreements.

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)

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
</tr>
<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
</tr>
</tbody>
</table>

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.

Total grant award is $1,199,053

8. Proposed Source of Funding

Federal Funds (HOME Investment Partnership Program)

9. Timing of Impact

Upon adoption of Resolution and signing of Grant Agreements.

10. Typed Name & Title of Preparer

Jason Smagin
Acting Director of Real Estate

11. Signature of Preparer

(Handwritten signature)

12. Date

8/23/2017

Diane E. Weyer
Chief Financial Analyst

8/30/17
### GENERAL FUND

<table>
<thead>
<tr>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
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### POLICE DISTRICT AND DISTRICT COURT

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<thead>
<tr>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
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<tr>
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### COMBINED

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<tr>
<th>2017 PROPERTY TAX LEVY</th>
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</tr>
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<td>TOTAL</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**NOTES:**

3. SOURCE FOR EQUALIZATION RATES: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
June 15, 2017

Mr. Steven Bellone  
County Executive of Suffolk County  
100 Veterans Highway  
Hauppauge, NY 11788-5402

Dear Chairperson Bellone:

I am pleased to inform you of your jurisdiction’s Fiscal Year (FY) 2017 allocations for the Office of Community Planning and Development’s (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low and moderate-income persons and special need populations across the country. President Trump signed Public Law 115-31 on May 5, 2017, which includes FY 2017 funding for these programs. Your jurisdiction’s FY 2017 available amounts are:

- Community Development Block Grant (CDBG) $2,920,578
- HOME Investment Partnerships (HOME) $1,199,053
- Housing Opportunities for Persons with AIDS (HOPWA) $0
- Emergency Solutions Grants (ESG) $262,650

The timing of enactment of HUD’s full fiscal year appropriation has significantly shortened the window available to grantees to submit an Annual Action Plan given the effective submission deadline of Wednesday, August 16, 2017. The Department cannot provide relief from this deadline as it has been established pursuant to statute and HUD encourages grantees to expedite efforts to finalize and submit their Annual Action Plans. To assist in this effort, CPD has issued a waiver to reduce the public comment period associated with these plans from 30 to 14 days. Failure to submit an Annual Action Plan by August 16, 2017, will cause a grantee to forfeit its FY 2017 CDBG formula funding allocation. If you have questions or require assistance in preparing and submitting your Annual Action Plan, please contact your responsible CPD office.

This letter highlights several important points related to these programs. We remind grantees that CPD seeks to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, expand economic opportunities for low and moderate income and special needs populations including people living with HIV/AIDS. The primary means towards this end is the development of partnerships among all levels of government and the private sector, including both for-profit and non-profit organizations.

---

94 Waiver is available at www.hud.gov and espanol.hud.gov
The Department continues to emphasize the importance of effective performance measurements in all its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensuring grantees are complying with program requirements and policies; providing demographic and income information about the persons that benefited from a community's activities; and allowing HUD to monitor grantees. Your ongoing attention to ensuring complete and accurate reporting of performance measurement data continues to be an invaluable resource with regard to the impact of these formula grant programs.

The Office of Community Planning and Development is looking forward to working with you to promote simple steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD office director.

Sincerely,

Cliff Taffet
General Deputy Assistant Secretary
TITLE OF BILL:

RESOLUTION NO. 170, ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS.

PURPOSE OF GENERAL IDEA OF BILL:

To accept and appropriate a 100% reimbursed grant from the U.S. Department of Housing and Urban Development for the HOME Investment Partnership Program, in the amount of $1,199,053, and authorizing the County Executive to execute agreements.

SUMMARY OF SPECIFIC PROVISIONS:

Appropriates and accepts a HUD grant in the amount of $1,199,053 to support under the HOME Investment Partnership Program.

JUSTIFICATION:

100% federal grant for affordable housing and operational costs

FISCAL IMPLICATIONS:

N/A
MEMORANDUM

TO: Katie Horst, Intergovernmental Relations

FROM: Jason Smagin, Acting Director of Real Estate
Department of Economic Development and Planning

DATE: August 23, 2017

RE: RESOLUTION ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE HOME INVESTMENT PARTNERSHIP PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS

The Department of Community Development requests the attached resolution for accepting and appropriating a 100% reimbursement grant from the US Department of Housing and Urban Development to be Laid on the Table as a late starter at the September 6, 2017 General Meeting of the Legislature.

Attached please find the required supporting documentation. Electronic files have been filed as required.

Thank you.
RESOLUTION NO. - 2017, ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE AMOUNT OF $262,650 FOR THE EMERGENCY SOLUTIONS GRANTS PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS

WHEREAS, the Suffolk County Department of Economic Development and Planning has submitted an application for an Emergency Solutions Grant for Federal Fiscal Year 2017 under The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009; and

WHEREAS, the County has been awarded a FY 2017 entitlement Emergency Solutions Grant in the amount of $262,650; and

WHEREAS, $19,698 of said funds are to be used for operational costs; and

WHEREAS, these funds have been included in the 2017 Adopted Operating Budget; now, therefore be it

1st RESOLVED, that the Suffolk County Legislature hereby authorizes the County Executive, or his designee, to accept the Emergency Solutions Grant and to contract with the cooperating non-profit organizations for the expenditure of these funds; and be it further

2nd RESOLVED, that $19,698 of these funds be used to reimburse budgeted County expenses and that the County Comptroller be and is hereby authorized to accept and appropriate the following funds:

<table>
<thead>
<tr>
<th>REVENUES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fund</td>
</tr>
<tr>
<td>354</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ORGANIZATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECONOMIC DEVELOPMENT AND PLANNING</td>
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<tr>
<td>EMERGENCY SOLUTIONS GRANTS PROGRAM</td>
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<td>354-CDV-8686</td>
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<td>$242,952</td>
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4980-CONTRACTED SERVICES: $242,952
4980-Contracted Agencies $242,952
Interfund Transfer
Transfer to FUND 351
FD-IFT-9600 - $19,698

9000-INTERFUND TRANSFERS: $19,698

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>354</td>
<td>IFT</td>
<td>ODE</td>
<td>E351</td>
<td>9600</td>
<td>0000</td>
<td>Admin expenses</td>
<td>19,698</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>1. Type of Legislation</th>
<th>Resolution X</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2. Title of Proposed Legislation</th>
</tr>
</thead>
<tbody>
<tr>
<td>RESOLUTION NO. 2017, ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE EMERGENCY SOLUTIONS GRANTS PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Purpose of Proposed Legislation</th>
</tr>
</thead>
<tbody>
<tr>
<td>To accept and appropriate a 100% reimbursed grant from the U.S. Department of Housing and Urban Development for the Emergency Solutions Grant Program, in the amount of $262,650, and authorizing the County Executive to execute agreements.</td>
</tr>
</tbody>
</table>

| 4. Will the Proposed Legislation Have a Fiscal Impact? | YES ___ | NO X__ |

<table>
<thead>
<tr>
<th>5. If the answer to item 4 is “yes”, on what will it impact? (Circle appropriate category)</th>
</tr>
</thead>
<tbody>
<tr>
<td>County</td>
</tr>
<tr>
<td>Village</td>
</tr>
<tr>
<td>Library District</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. If the answer to item 4 is “yes”, Provide Detailed Explanation of Impact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total grant award is $262,650</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Proposed Source of Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal Funds (Emergency Solutions Grant Program)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. Timing of Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upon adoption of Resolution and signing of Grant Agreements.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. Typed Name &amp; Title of Preparer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jason Smagin</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. Signature of Preparer</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>12. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>8/23/2017</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Diane C. Weyer</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHIEF FINANCIAL ANALYST</td>
</tr>
<tr>
<td>----------------</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>SCIN FORM 1759 (1995)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>8/30/17</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Analyst</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>8/30/17</th>
</tr>
</thead>
</table>
### General Fund

<table>
<thead>
<tr>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Police District and District Court

<table>
<thead>
<tr>
<th>2017 Property Tax Levy</th>
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</thead>
<tbody>
<tr>
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<td>$0.00</td>
</tr>
</tbody>
</table>

### Combined

<table>
<thead>
<tr>
<th>2017 Property Tax Levy</th>
<th>2017 Cost to Avg Taxpayer</th>
<th>2017 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Notes:

1. Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.
3. Source for equalization rates: 2016 County equalization rates established by the New York State Board of Equalization and Assessments.

Page 2 of 2

To be completed by the Executive Budget Office
June 15, 2017

Mr. Steven Bellone  
County Executive of Suffolk County  
100 Veterans Highway  
Hauppauge, NY 11788-5402

Dear Chairperson Bellone:

I am pleased to inform you of your jurisdiction’s Fiscal Year (FY) 2017 allocations for the Office of Community Planning and Development’s (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low and moderate-income persons and special need populations across the country. President Trump signed Public Law 115-31 on May 5, 2017, which includes FY 2017 funding for these programs. Your jurisdiction’s FY 2017 available amounts are:

- Community Development Block Grant (CDBG) $2,920,578
- HOME Investment Partnerships (HOME) $1,199,053
- Housing Opportunities for Persons with AIDS (HOPWA) $0
- Emergency Solutions Grants (ESG) $262,650

The timing of enactment of HUD’s full fiscal year appropriation has significantly shortened the window available to grantees to submit an Annual Action Plan given the effective submission deadline of Wednesday, August 16, 2017. The Department cannot provide relief from this deadline as it has been established pursuant to statute and HUD encourages grantees to expedite efforts to finalize and submit their Annual Action Plans. To assist in this effort, CPD has issued a waiver to reduce the public comment period associated with these plans from 30 to 14 days. Failure to submit an Annual Action Plan by August 16, 2017, will cause a grantee to forfeit its FY 2017 CDBG formula funding allocation. If you have questions or require assistance in preparing and submitting your Annual Action Plan, please contact your responsible CPD office.

This letter highlights several important points related to these programs. We remind grantees that CPD seeks to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, expand economic opportunities for low and moderate income and special needs populations including people living with HIV/AIDS. The primary means towards this end is the development of partnerships among all levels of government and the private sector, including both for-profit and non-profit organizations.

94 Waiver is available at Waiver of 24 CFR 91.105(b)(4) and 24 CFR 91.115(b)(4) for FY 2017 Action Plans for Community Planning and Development Program Funds

The Department continues to emphasize the importance of effective performance measurements in all its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensuring grantees are complying with program requirements and policies; providing demographic and income information about the persons that benefited from a community's activities; and allowing HUD to monitor grantees. Your ongoing attention to ensuring complete and accurate reporting of performance measurement data continues to be an invaluable resource with regard to the impact of these formula grant programs.

The Office of Community Planning and Development is looking forward to working with you to promote simple steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD office director.

Sincerely,

Cliff Taffet
General Deputy Assistant Secretary
MEMORANDUM

TO: Katie Horst, Intergovernmental Relations
FROM: Jason Smagin, Acting Director of Real Estate
Department of Economic Development and Planning
DATE: August 23, 2017
RE: RESOLUTION ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE EMERGENCY SOLUTIONS GRANTS PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS

The Department of Community Development requests the attached resolution for accepting and appropriating a 100% reimbursement grant from the US Department of Housing and Urban Development to be Laid on the Table as a late starter at the September 6, 2017 General Meeting of the Legislature.

Attached please find the required supporting documentation. Electronic files have been filed as required.

Thank you.
TITLE OF BILL:

RESOLUTION NO. 2017-31, ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE EMERGENCY SOLUTIONS GRANTS PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS.

PURPOSE OF GENERAL IDEA OF BILL:

To accept and appropriate a 100% reimbursed grant from the U.S. Department of Housing and Urban Development for the Emergency Solutions Grant Program, in the amount of $262,650, and authorizing the County Executive to execute agreements.

SUMMARY OF SPECIFIC PROVISIONS:

Appropriates and accepts a HUD grant in the amount of $262,650 to support under the Emergency Solutions Grant Program.

JUSTIFICATION:

100% federal grant for Homeless prevention, rapid rehousing programs, and emergency shelter operational costs.

FISCAL IMPLICATIONS:

N/A
RESOLUTION NO. -2017 AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH COUNTYWIDE REPLACEMENT OF COMPUTER EQUIPMENT / INFRASTRUCTURE (CP 1816)

WHEREAS, the Commissioner of Information Technology has requested the appropriation of funds in connection with the Countywide Replacement of Computer Equipment / Infrastructure; and

WHEREAS, sufficient funds are not included in the 2017 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 as revised by Resolution No. 461-2006, established the use of a priority ranking system, implemented in the Adopted 2017 Capital Budget as the basis for funding capital projects such as this project; and

WHEREAS, this Countywide Replacement of Computer Equipment / Infrastructure will provide the needed computer equipment greater than five years old or beyond their usefulness, whereby are inefficient and outdated; exceptions to the five-year term will be allowable for certain equipment deemed essential for an early upgrade based upon Information Processing Steering Committee Approval; and

WHEREAS, amortizing the bonds over the period of probable usefulness ("PPU") of countywide replacement of computer equipment/infrastructure may be fiscally beneficial as compared to including the items in the weighted average maturity ("WAM") determined for a typical bond issue; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $900,000 in Suffolk County Serial Bonds; now, therefore be it

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

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of thirty-one (31), 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 2017 Capital Budget and Program be and they are hereby amended as follows:
Project No.: 7050
Project Title: Improvements to Peconic Dunes County Park

<table>
<thead>
<tr>
<th>1. Planning</th>
<th>Current 2017</th>
<th>Revised 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Est'd Cost</td>
<td>$150,000</td>
<td>$150,000B</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Construction</th>
<th>Current 2017</th>
<th>Revised 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Est'd Budget &amp; Program</td>
<td>$1,500,000</td>
<td>$900,000B</td>
</tr>
</tbody>
</table>

TOTAL

$1,650,000 $1,050,000 $150,000

; and be it further

4th RESOLVED, that if it is determined to be fiscally beneficial, the countywide replacement of computer equipment/infrastructure will be financed utilizing the PPU of the project; and be it further

5th RESOLVED, that the proceeds of the $900,000 in Suffolk County Serial Bonds be and are hereby appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-1816.513 (Fund 016 Debt Service)</td>
<td>Countywide Replacement of Computer Equipment/Infrastructure</td>
<td>$900,000</td>
</tr>
</tbody>
</table>

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:
STATION 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. -2017 AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH COUNTYWIDE REPLACEMENT OF COMPUTER EQUIPMENT / INFRASTRUCTURE (CP 1816)

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
   Village
   School District
   Economic Impact
   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 COUNTYWIDE COMPUTER EQUIPMENT REPLACEMENT 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, COUNTYWIDE REPLACEMENT OF COMPUTER EQUIPMENT WILL BE FINANCED UTILIZING THE PPU OF THE 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
SERIAL BONDS

9. Timing of Impact
IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2018 AND DEBT SERVICE WILL COMMENCE SPRING 2019. THERE IS NO FISCAL IMPACT IN 2017 AND 2018. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2019 OPERATING BUDGET. ATTACHED 2019 CAT BASED ON 2017 DATA.

10. Typed Name & Title of Preparer
Nicholas Paglia
Chief Budget Examiner

11. Signature of Preparer
[Signature]

12. Date
August 30, 2017

SCIN FORM 175b (10/95)
## Financial Impact
### 2019 Property Tax Levy
Cost to the Average Taxpayer

<table>
<thead>
<tr>
<th></th>
<th>2019 Property Tax Levy</th>
<th>2019 Cost to Avg Taxpayer</th>
<th>2019 Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$11,206</td>
<td>$0.02</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Police District and District Court

<table>
<thead>
<tr>
<th></th>
<th>2019 Property Tax Levy</th>
<th>2019 Cost to Avg Taxpayer</th>
<th>2018 FEV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Combined

<table>
<thead>
<tr>
<th></th>
<th>2019 Property Tax Levy</th>
<th>2019 Cost to Avg Taxpayer</th>
<th>2018 FEV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.02</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Notes:
1. Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2016.
3. Source for equalization rates: 2016 County Equalization Rates established by the New York State Board of Equalization and Assessments.

Page 2 of 2

To be completed by the Executive Budget Office
<table>
<thead>
<tr>
<th>Date</th>
<th>Coupon</th>
<th>Principal</th>
<th>Interest</th>
<th>Total Debt Service</th>
<th>Fiscal Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/1/2017</td>
<td>172,942.55</td>
<td>16,000.00</td>
<td>7,270.57</td>
<td>150,422.55</td>
<td>190,942.55</td>
</tr>
<tr>
<td>11/1/2018</td>
<td>172,942.55</td>
<td>16,000.00</td>
<td>7,270.57</td>
<td>150,422.55</td>
<td>190,942.55</td>
</tr>
<tr>
<td>11/1/2019</td>
<td>176,401.41</td>
<td>16,000.00</td>
<td>7,270.57</td>
<td>153,671.98</td>
<td>190,942.55</td>
</tr>
<tr>
<td>11/1/2020</td>
<td>179,929.43</td>
<td>16,000.00</td>
<td>7,270.57</td>
<td>159,429.43</td>
<td>190,942.55</td>
</tr>
<tr>
<td>11/1/2021</td>
<td>183,528.02</td>
<td>16,000.00</td>
<td>7,270.57</td>
<td>167,798.29</td>
<td>180,942.55</td>
</tr>
<tr>
<td>11/1/2022</td>
<td>187,198.56</td>
<td>16,000.00</td>
<td>7,270.57</td>
<td>174,448.56</td>
<td>180,942.55</td>
</tr>
<tr>
<td>11/1/2023</td>
<td>190,000.00</td>
<td>16,000.00</td>
<td>7,270.57</td>
<td>184,700.00</td>
<td>180,942.55</td>
</tr>
<tr>
<td>11/1/2024</td>
<td>190,000.00</td>
<td>16,000.00</td>
<td>7,270.57</td>
<td>184,700.00</td>
<td>180,942.55</td>
</tr>
</tbody>
</table>

*Note: The table continues with similar entries for subsequent years.*
<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2017</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PROPERTY TAX LEVY</td>
<td>COST TO AVG TAXPAYER</td>
<td>RATE PER $1000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Police District and District Court**

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2017</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PROPERTY TAX LEVY</td>
<td>COST TO AVG TAXPAYER</td>
<td>FEV TAX RATE PER $1000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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</tbody>
</table>

**Combined**

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2017</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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**Notes:**

1. Source for number of family parcels and corresponding assessed valuation: Suffolk County real property, 2016.
3. Source for equalization rates: 2016 county equalization rates established by the New York State Board of Equalization and Assessments.

Page 2 of 2

To be completed by the Executive Budget Office
### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2018 Property Tax Levy</th>
<th>2018 Cost to Avg Taxpayer</th>
<th>2018 Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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### POLICE DISTRICT AND DISTRICT COURT

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</tr>
</thead>
<tbody>
<tr>
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<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### COMBINED

<table>
<thead>
<tr>
<th></th>
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<th>2018 Cost to Avg Taxpayer</th>
<th>2018 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### NOTES:

3. SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
MOTION NO. 17-2017, PROCEDURAL RESOLUTION
APPORTIONING MORTGAGE TAX BY: COUNTY
COMPTROLLER

1\textsuperscript{st} RESOLVED, that the joint reports of the Recording Officer and the County
Comptroller as filed with this Legislature on August 4, 2017 relative to the distribution of
mortgage taxes for the three month period ending June 30, 2017, be accepted and that the
amounts specified therein as Exhibit "A" be fixed and determined as the amounts due the
Towns and Villages respectively; and be it further

2\textsuperscript{nd} RESOLVED, that the Presiding Officer and Clerk of this Legislature be
authorized to execute and deliver to the County Comptroller a warrant of this Legislature
directing her to make the payments therein specified in the report in accordance with the
provisions of Section 251 of the Tax Law.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO §C2-15(A) OF THE SUFFOLK COUNTY
CHARTER AND CHAPTER 83 OF THE SUFFOLK COUNTY CODE
EXHIBIT A

OFFICE OF THE COUNTY LEGISLATURE
Riverhead, New York

TO THE COMPTROLLER OF SUFFOLK COUNTY:

Pursuant to the authority conferred by Section 261 of the New York State Tax Law and a resolution adopted this day relative to the distribution of the mortgage taxes to the several tax districts of this County of the three month period ending June 30, 2017, the County Legislature of this County this day assembled hereby directs you to pay the Supervisors of the several Towns and to the Treasurers of the several villages, as herein after specified, such sums as are listed in the schedule following:

To the Supervisors of the Towns of:

<table>
<thead>
<tr>
<th>Town</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Babylon</td>
<td>$1,252,844.48</td>
</tr>
<tr>
<td>Brookhaven</td>
<td>3,349,326.24</td>
</tr>
<tr>
<td>East Hampton</td>
<td>1,356,029.23</td>
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To the Treasurers of the Village of:

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<tr>
<th>Village</th>
<th>Amount</th>
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<tr>
<td>Amityville</td>
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<td>Poquott</td>
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<td>Port Jefferson</td>
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<td>Shoreham</td>
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<td><strong>TOTAL VILLAGES</strong></td>
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**GRAND TOTAL**

**$15,950,004.20**

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**Presiding Officer, County Legislature**

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**Clerk, County Legislature**