1000. Appropriating funds in connection with the Suffolk County Financial Management System (CP 1782). (McCaffrey) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1001. Authorizing the County Comptroller to borrow cash funds from other County funds for 2017. (Pres. Off.) BUDGET AND FINANCE

1002. Approving the reappointment of Tracy A. Trypuc as a member of the Suffolk County Board of Health. (Kennedy) HEALTH

1003. Authorizing appraisal of land under the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007, North Fork United Methodist Church – Town of Southold (SCTM No. 1000-025.00-02.00-023.002). (Krupski) ENVIRONMENT, PLANNING AND AGRICULTURE

1004. Establishing a Parks Protector Program for County parkland. (Hahn) PARKS & RECREATION

1005. Making a SEQRA determination in connection with the proposed (CP 5048) Construction and Rehabilitation of Highway Maintenance Facilities; Centerereach (CR 97) Facility Replacement, Town of Brookhaven. (Pres. Off.) ENVIRONMENT, PLANNING AND AGRICULTURE

1006. Adopting Local Law No. -2017, A Local Law establishing the Suffolk County Seaweed Cultivation Pilot Program in Peconic Bay and Gardiners Bay. (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1007. Adopting Local Law No. -2017, A Local Law to eliminate alarm registration renewal fee. (Browning) PUBLIC SAFETY

1008. Amending the 2017 Capital Budget and Program and accepting and appropriating funds in connection with Connect Trails – Suffolk County (CP 7191). (Hahn) ECONOMIC DEVELOPMENT

1009. Accepting and appropriating 100% grant funds received from the New York State Division of Criminal Justice Services in the amount of $293,010 to the Suffolk County District Attorney's Office, for the Motor Vehicle Theft and Insurance Fraud Prevention Grant Program. (Co. Exec.) PUBLIC SAFETY

1010. Accepting and authorizing a New York State Department of State Grant for the Wetland Restoration Project at Beaver Dam Creek and amending the 2017 Capital Budget and Program by appropriating said grant in the amount of $275,000 and matching funds in the amount of $85,000 in Fund 477 Funds in connection to Water Quality Protection and Restoration Program (CP 8710). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE
1011. Authorizing the County to negotiate and enter into an Agreement with the Post Morrow Foundation to allow for access through its property to access County-owned property in order to conduct a Wetlands Restoration Project. (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1012. Delegating authority to refund certain erroneous tax payments to the Suffolk County Comptroller-Control No. 458-16. (Co. Exec.) BUDGET AND FINANCE

1013. Amending the 2017 Operating Budget and appropriating funds in connection with bonding for a settlement for a liability case against the County. (Co. Exec.) BUDGET AND FINANCE

1014. Appropriating funds in connection with renovations to Surrogate’s Court (CP 1133). (Co. Exec.) WAYS & MEANS

1015. Amending the 2017 Capital Program and appropriating funds in connection with the Improvements to Buildings and Facilities Countywide (CP 1817). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1016. Accepting and appropriating 100% Federal grant funds from the U.S. Department of Justice in the amount of $168,708 for the DNA Backlog Reduction Program FY16 administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1017. Accepting and appropriating 100% Federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $24,112 for the 2016 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1018. Accepting and appropriating 100% Federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $24,112 for the 2016 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Toxicology Laboratory and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY

1019. Accepting and appropriating a grant in the amount of $133,233 from the New York State Division of Criminal Justice Services for the Suffolk County Police Department’s 2017 Motor Vehicle Theft and Insurance Fraud (MVTIF) Prevention Program with 80% support. (Co. Exec.) PUBLIC SAFETY

1020. Authorizing the County Executive to execute an agreement with the Suffolk County Community College, and the Suffolk County Association of Municipal Employees College White Collar Bargaining Unit, College Blue Collar Bargaining Unit, and College Aide Bargaining Unit, covering terms and conditions of employment for employees for the period of January 1, 2013 through December 31, 2016. (Co. Exec.) EDUCATION AND HUMAN SERVICES

1021. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by: County Legislature (Control No. 1036-2017). (Co. Exec.) BUDGET AND FINANCE
1022. Accepting and appropriating funds from the Empire State Development Grant Program, Water Quality Improvement Project Program in the amount of $2,262,910, and amending the 2017 Capital Budget and Program for the Mud Creek Watershed Aquatic Ecosystem Restoration Project (CP 8736). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1023. Adopting Local Law No. -2017, A Local Law to change the standard for admission of evidence at hearings before the Suffolk County Human Rights Commission. (Co. Exec.) PUBLIC SAFETY
RESOLUTION NO. –2017, APPROPRIATING FUNDS IN CONNECTION WITH THE SUFFOLK COUNTY FINANCIAL MANAGEMENT SYSTEM (1782)

WHEREAS, the Suffolk County Comptroller has requested planning and equipment funding to upgrade and improve the Suffolk County Integrated Financial Management System (IFMS); and

WHEREAS, there are sufficient funds within the 2017 Capital Budget and Program to cover the cost of said request; and

WHEREAS, that this Legislature, by resolution of even date herewith, has authorized the issuance of $2,500,000 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 proceeds of $2,500,000 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-1782.111</td>
<td>Suffolk County Financial Management System</td>
<td>$2,350,000</td>
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<tr>
<td>(Fund 001-Debt Service)</td>
<td></td>
<td></td>
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<tr>
<td>525-CAP-1782.513</td>
<td>Suffolk County Financial Management System</td>
<td>$150,000</td>
</tr>
<tr>
<td>(Fund 001-Debt Service)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

and be it further

3rd RESOLVED, this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR"), the Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County
RESOLUTION NO. 1001-17
-2017 AUTHORIZING THE
COUNTY COMPTROLLER TO BORROW CASH FUNDS FROM
OTHER COUNTY FUNDS FOR 2017

WHEREAS, the County Comptroller recommends that moneys be borrowed from a variety of County Funds in the event of temporary cash shortfalls during 2017 and

WHEREAS, in accordance with Section 9-a of the NEW YORK GENERAL MUNICIPAL LAW, moneys can be temporarily advanced between funds, but must be repaid with interest by the end of the fiscal year; and

WHEREAS, the original intent of Suffolk County Legislature and New York State Laws in creating said funds will not be circumvented by the enactment of this resolution; and

WHEREAS, the Suffolk County Legislature grants the County Comptroller authorization to temporarily borrow cash each year; and

WHEREAS, it is prudent fiscal management for the County to borrow from its own funds since the County will not incur borrowing fees; now, therefore be it

1st RESOLVED, that for the entire 2017 fiscal year, the County Comptroller is hereby authorized and empowered to borrow available cash from individual County Funds to the extent this cash is not needed for budgeted expenditures of said funds; and be it further

2nd RESOLVED, that any moneys borrowed from any County Funds pursuant to this resolution shall be repaid to said fund with interest at the prevailing rate from subsequent revenues as soon as it is fiscally practicable, but no later than December 31, 2017; and be it further

3rd RESOLVED, that the County Comptroller is hereby directed to provide the County Legislature, County Executive, County Executive Budget Office, and the Legislative Office of Budget Review with a report within five (5) business days following any transaction that increases or decreases the fund balance in any County Fund through an internal transfer between funds.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
RESOLUTION NO. -2017, APPROVING THE REAPPOINTMENT OF TRACY A. TRYPUCK AS A MEMBER OF THE SUFFOLK COUNTY BOARD OF HEALTH

WHEREAS, appointments to the Suffolk County Board of Health are within the purview of the County Legislature under Section C9-4 of the SUFFOLK COUNTY CHARTER; and

WHEREAS, the term of office of Tracy A. Trypuck expired on June 11, 2015; now, therefore be it

1st RESOLVED, that Tracy A. Trypuck, residing in Patchogue, New York, is hereby reappointed as a member of the Suffolk County Board of Health, pursuant to Section C9-4 of the SUFFOLK COUNTY CHARTER, for a term of office to expire June 11, 2021.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO SECTION C2-15(A) and C9-4 OF THE SUFFOLK COUNTY CHARTER

s:\res\reappt\trypuck-boh
Tracy A. Trypuc, RN, BSN, PHN
Patchogue, NY 11772

Objective: Seeking a progressive management position.

Education: Point Loma Nazarene University—San Diego, CA
Bachelor of Science in Nursing 1997 (GPA 3.49)

Credentials: 
- Registered Nurse, State of New York, Lic. #537278-1, exp. 11/30/08
- Registered Nurse, State of California, Lic. #545855, exp. 09/30/07
- Public Health Nurse Certificate, Cert. #62441, exp. 09/30/07

Qualifications:
- Strong leadership and organizational skills with the ability to prioritize heavy workloads
- Ability to prioritize and coordinate deadlines for long term, monthly, and daily project management, maintaining flexibility for necessary reprioritization
- Ability to collate medical record and observational data for management information use, including QA&A committee reports
- Maintain effective communication both intra and interdepartmentally
- Skilled in effective leadership, communication, and networking within the community
- Experience in job fair recruitment, marketing, and networking
- Successful in maintaining relationships with staffing agencies with regard to staffing needs and assist with rate negotiation
- Proficient in interviewing candidates for employment, utilizing agencies, networking resources, and print media
- Effective promotion of facility when conducting tours to prospective families and employee candidates
- Supervised and reviewed candidate’s application and employee health records in compliance with DOH and HIPAA regulations
- Effective in instructing and coordinating new employee orientation, including infection control, OSHA regulations and DOH requirements; providing follow-up for new employees as a clinical evaluator and providing assistance and support
- Proficient in use of VAC therapy procedure and staff instruction
- Conduct orientation of patient oxygenation requirements for nurse orientees, including ambu-bag use, trach reinserterion, and closed suctioning; co-facilitated vent training class for new nurse orientees
- Coordinate, develop, and conduct educational training programs for the entire staff
- Plan the mandatory programs required by the DOH, remain flexible to conduct on-site inservices, delegate in-services to appropriate personnel
- Assess effectiveness of teaching tools, recommend changes to the program
- Ability to identify both individual and group educational needs, need for individualized instruction, and encourage the utilization of critical thinking skills
- Acknowledged importance of and maintained accessibility to staff members regarding policy and/or procedural issues, problem solving, and dispute resolution
- Skilled in continuous assessment of staff member compliance with regulations, administering staff evaluations and disciplinary notices
- Effective in maintaining nursing department policy & procedure manuals
- Thorough monitoring and follow-up of designated section of facility for safety concerns; findings and observed trends reported for management information use
Tracy A. Trypuc, RN, BSN, PHN

- Active participation in the preparation of the DOH survey inspection
- Proficient in the role of Employee Health Nurse—maintaining employee health documents, compliance with DOH and HIPAA regulations, and employee counseling
- Skilled in Emergency Preparedness Training Drills (Disaster, Elopement, Snow Emergency)
- Computer literate (MS Word, WP, Windows, Internet Use, Power Point)
- Proficient in volunteer recruitment, creating effective community partnerships, and fundraising
- Energetic, goal-oriented leader with ability to organize, educate, and encourage volunteers in a supportive environment that promotes success
- Ability to provide cost benefit analysis for management information purposes while maintaining quality of care
- Ability to collate medical record and observational data for management information use, including Q&A&A committee reports

Experience:

11/05-present
Brookhaven Health Care Facility—162-bed Sub-Acute & LTC Facility
RN Supervisor

11/04-08/05
South Shore Healthcare—100-bed Sub-Acute and LTC Facility
In-Service Coordinator

01/03-10/04
Gurwin Jewish Geriatric Center—400-bed LTC facility
Staff RN-Vent Unit with Charge Nurse experience

05/00-07/00
San Diego Blood Bank
RN-Charge nurse responsible for blood collection & donor screening

01/95-05/95
VA Medical Center, La Jolla, CA
Nursing Assistant – Nurse Run Clinic providing care to geriatric patients

1987-1990
UCSD Internal Medicine Group, La Jolla, CA
Medical Transcriber & Administrative Assistant – Responsible for medical records and taking patient’s vital signs.

COMMUNITY INVOLVEMENT:

- Advisor for Health & Community Affairs, Suffolk County Legislator-Jack Eddington
- Chairperson, Health & Wellness Committee, Greater Patchogue Chamber of Commerce
- Board of Directors, Patchogue Lions Lions Club
- Nurse Consultant with SUNY Stony Brook Heart Links Project & P-M Public Schools
- Member, Brookhaven Memorial Hospital Advisory Board
- Local community coordinator with LI Blood Services for local blood drives
- Member, Sigma Theta Tau International Honor Society of Nursing
- Experience with support groups for family caregivers’ assessing their responses to Alzheimer’s Disease—including stress and coping, and the use of support networks in the grieving process
- Past Vice President, Greater Patchogue Chamber of Commerce
- Past President, Greater Patchogue Foundation
- Member, National Jewish Democratic Committee, Long Island Chapter

REFERENCES: References upon request
RESOLUTION NO. -2017, AUTHORIZING APPRAISAL OF LAND UNDER THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM, AS AMENDED BY LOCAL LAW NO. 24-2007, NORTH FORK UNITED METHODIST CHURCH - TOWN OF SOUTHOLD (SCTM NO. 1000-025.00-02.00-023.002)

WHEREAS, the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007, authorizes the use of 31.10% of sales and compensating use tax proceeds generated each year for specific environmental protection, including the acquisition of hamlet greens, hamlet parks and pocket parks in accordance with specific criteria set forth therein; and

WHEREAS, the parcel(s) listed in Exhibit "A" of this resolution meets the criteria for acquisition under the Drinking Water Protection Program; and

WHEREAS, Resolution No. 265-2013 established a new three step land acquisition process, the first step being an appraisal of any parcel proposed for acquisition; now, therefore be it

1st RESOLVED, that the Director of the Division of Real Property Acquisition and Management, or his or her deputy, is hereby authorized, empowered, and directed, pursuant to Section A35-3(B)(1) of the SUFFOLK COUNTY ADMINISTRATIVE CODE, to have the subject parcel(s) appraised, and be it further

2nd RESOLVED, that the cost of such appraisal shall be paid from the funds to be appropriated pursuant to Article XII of the SUFFOLK COUNTY CHARTER as a reimbursement, if necessary, for costs incurred and paid for from other funds or as a direct payment from such proceeds, as the case may be; and be it further

3rd RESOLVED, the costs associated with the preparation of a title search, survey, map or environmental assessment of the subject parcels(s), which may be authorized by a subsequent legislative resolution or procedural motion, shall be paid for from the funds to be appropriated pursuant to Article XII of the SUFFOLK COUNTY CHARTER as a reimbursement, if necessary, for costs incurred and paid for from other funds or as a direct payment from such proceeds, as the case may be; and be it further

4th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:
APPROVED BY:

______________________________
County Executive of Suffolk County

Date:
<table>
<thead>
<tr>
<th>PARCEL</th>
<th>SUFFOLK COUNTY TAX MAP NUMBER</th>
<th>ACRES</th>
<th>REPUTED OWNER AND ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>District 1000 Section 025.00 Block 02.00 Lot 023.002</td>
<td>0.85</td>
<td>North Fork United Methodist Church PO Box 1286 Cutchogue, New York 11935</td>
</tr>
</tbody>
</table>

TOTAL ACREAGE 0.85

EXHIBIT “A”
RESOLUTION NO. -2017, ESTABLISHING A PARKS PROTECTOR PROGRAM FOR COUNTY PARKLAND

WHEREAS, the County of Suffolk owns thousands of acres of active and passive parkland for the use and enjoyment of County residents and visitors; and

WHEREAS, recently, illegal dumping and pollution were uncovered at West Hills County Park; and

WHEREAS, it is impossible for park rangers and law enforcement officers to inspect every acre of land for signs of problems on a daily basis; and

WHEREAS, many County park holdings are surrounded by residential neighborhoods; and

WHEREAS, the County Department of Parks, Recreation and Conservation should establish a program that recruits and encourages Suffolk County residents to protect County parklands by watching for and reporting suspicious activity; and

WHEREAS, a Parks Protector Program would aid the County in identifying locations of dumping and other illegal activity and engage the community's surrounding County parkland as stakeholders and stewards; now, therefore be it

1st RESOLVED, that the Department of Parks, Recreation and Conservation ("the Department") is hereby authorized, empowered and directed to establish a Parks Protector Program to encourage residents living adjacent to County parkland to be vigilant and report suspicious activity occurring on County property; and be it further

2nd RESOLVED, that the Department will conduct outreach to neighbors of County parkland to inform them of the program and encourage their participation; and be it further

3rd RESOLVED, that the Department shall establish a dedicated webpage, phone number, and email address for use by the Parks Protector Program and any other initiative which allows residents to report suspicious activity to the Department; and be it further

4th RESOLVED, that the Parks Protector Program shall be fully operational and implemented within 120 days of the effective date of this resolution; and be it further

5th RESOLVED, that the Department shall issue a written report on the progress and efficacy of the Parks Protectors Program to the County Executive and each member of the County Legislature and the Clerk of the Legislature by December 1, 2017; and be it further

6th 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 (8 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-Park Protector Program
RESOLUTION NO. -2017, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED CP #5048 CONSTRUCTION AND REHABILITATION OF HIGHWAY MAINTENANCE FACILITIES; CENTEREACH (CR #97) FACILITY REPLACEMENT, TOWN OF BROOKHAVEN

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) reviewed a project designated as the "Proposed CP #5048 Construction and Rehabilitation of Highway Maintenance Facilities; Centereach (CR #97) Facility Replacement, Town of Brookhaven", pursuant to Local Law No. 22-1985, which project involves demolition of the existing deteriorated salt storage structure, adjacent garage and personnel office at the Suffolk County highway maintenance facility located on the east side of Nichols Road (County Road 97) in Centereach, New York; and

WHEREAS, these facilities will be replaced by a new high arch gambrel roof salt storage structure and a separate garage and personnel office; 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 December 14, 2016 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Public; 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 December 22, 2016 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 CP #5048 Construction and Rehabilitation of Highway Maintenance Facilities; Centereach (CR #97) Facility Replacement, 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:

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 subject property is a previously disturbed site and does not appear to suffer from any severe environmental development constraints (limiting soil properties; high groundwater table or unmanageable slopes); and

4) the design and location of the new salt storage structure is anticipated to reduce noise and light impacts to the residential properties located to the east of the maintenance facility and improve on-site stormwater management;

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:\resls-cp-5048-construction-maintenance-facilities

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 ESTABLISHING THE SUFFOLK COUNTY SEAWEED CULTIVATION PILOT PROGRAM IN PECONIC BAY AND GARDINERS BAY”; 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 ESTABLISHING THE SUFFOLK COUNTY SEAWEED CULTIVATION PILOT PROGRAM IN PECONIC BAY AND GARDINERS BAY

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

Section 1. Legislative Intent

This Legislature finds that the State of New York ceded ownership of 110,000 acres of underwater lands in Peconic Bay and Gardiners Bay to Suffolk County for the purpose of establishing a leasing program for shellfish cultivation, pursuant to New York Environmental Conservation Law §13-0302 enacted on September 14, 2004 (L. 2004, c. 425).

This Legislature further finds that the Suffolk County Shellfish Aquaculture Lease Program in Peconic Bay and Gardiners Bay (Lease Program) was adopted by Suffolk County pursuant to Local Law No. 25-2009, and all aspects of the Lease Program are described in Chapter 475, Article II of the Suffolk County Code, with reference to Lease Program Administrative Guidance and the adopted Shellfish Cultivation Zone.

This Legislature also finds that the Shellfish Aquaculture Lease Program is administered by the Director of Planning, in the Suffolk County Department of Economic Development and Planning.

This Legislature finds that the Suffolk County Agricultural and Farmland Protection Plan – 2015 was adopted by the County pursuant to Res. No 1103-2015, and this plan includes reference to the fact that many shellfish farmers have expressed interest in the cultivation of marine plants, i.e., kelp, in New York State waters, especially in Long Island Sound and Peconic and Gardiners Bays.

This Legislature also finds that the aforementioned Suffolk County Agricultural and Farmland Protection Plan – 2015 includes a course of action that Suffolk County should coordinate with the New York State Department of Environmental Conservation to propose
amendments to State and County law that would allow for seaweed production on Suffolk County Lease sites.

This Legislature finds that the State of New York amended New York Environmental Conservation Law §13-0302 pursuant to L. 2016, c. 322, adopted on September 9, 2016, by adding section 10, which authorized Suffolk County to allow the underwater lands in Gardiners and Peconic Bays within the Shellfish Cultivation Zone to be used for the implementation of a pilot program to conduct research and scientific assessment of the feasibility of seaweed cultivation; and in accord with New York Environmental Conservation Law §13-0302.10, such a pilot program shall be limited to Lessees holding a Lease from Suffolk County for shellfish cultivation.

This Legislature finds that the County of Suffolk approved a Shellfish Cultivation Zone pursuant to Suffolk County Code §475-13, which is shown on Map No. 1 Shellfish Cultivation Zone Map, dated May 20, 2009, filed as Miscellaneous Map No. A-699, in the office of the Suffolk County Clerk on January 21, 2010.

This Legislature finds that pursuant to New York Environmental Conservation Law §13-0302.10, the pilot program shall be limited to a total of five acres of such Shellfish Cultivation Zone, provided that any one Lessee may be authorized to conduct seaweed cultivation on no more than one acre of the Lease.

This Legislature further finds that there is a need to develop standards and procedures to implement the Suffolk County Seaweed Cultivation Pilot Program.

This Legislature also finds that the Suffolk County Seaweed Cultivation Pilot Program shall enable the County to assess the feasibility of seaweed cultivation and under the terms of New York Environmental Conservation Law §13-0302.10, the authority for Suffolk County to conduct a seaweed cultivation pilot program shall expire on July 1, 2026.

Therefore, the purpose of this law is to amend Chapter 475 of the Suffolk County Code by adding a new Article authorizing the establishment of the Suffolk County Seaweed Cultivation Pilot Program in Peconic Bay and Gardiners Bay.

Section 2. Amendment

Chapter 475 of the Suffolk County Code is hereby amended by the addition of a new Article III, which shall read as follows


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

A. **AUTHORIZATION FORM** – The document that authorizes a Lessee to conduct Seaweed Cultivation.

B. **DEPARTMENT** – The Suffolk County Department of Economic Development and Planning, Division of Planning and Environment.
C. **LESSEE** – A person who has a Shellfish Aquaculture Lease ("Lease") issued in accord with the Suffolk County Shellfish Aquaculture Lease Program, as established by Article II of Chapter 475 of the Suffolk County Code.

D. **SEaweED** – Marine plant as defined by Title 6 of the New York Code of Rules and Regulations ("NYCRR") Part 48.1.(i).

E. **SEaweED CULTIVATION** – The controlled, or partially controlled, raising, breeding, growing, and containment of seaweed in any marine hatchery or through on-bottom or off-bottom culture as permitted by the County of Suffolk, New York State Fish and Wildlife Law (New York Environmental Conservation Law Articles 11 and 13), and other applicable federal, state and local laws and regulations. Seaweed Cultivation is the equivalent of seaweed aquaculture.

§ **475-25. Establishment of the Suffolk County Seaweed Cultivation Pilot Program and Departmental Responsibility.**

A. There is hereby established the Suffolk County Seaweed Cultivation Pilot Program, which shall be implemented in accordance with applicable portions of Article II and this Article III of Chapter 475 of the Suffolk County Code, and New York Environmental Conservation Law §13-0302.10, notwithstanding any provision of the New York County Law or the Suffolk County Administrative Code or any other provisions to the contrary.

B. The Department of Economic Development and Planning, Division of Planning and Environment is designated as the entity responsible for developing and implementing the Suffolk County Seaweed Cultivation Pilot Program. The Department is authorized to study, evaluate, and prepare a strategy to implement a Suffolk County Seaweed Cultivation Pilot Program in accord with New York State and Suffolk County law.

C. The Department shall work in partnership with the New York State Department of Environmental Conservation, Division of Marine Resources to resolve any regulatory permit issues associated with use of Lease sites for Seaweed Cultivation pilot projects.

D. Adoption of this local law for conducting the Suffolk County Seaweed Cultivation Pilot Program shall not commit Suffolk County to establish a commercial-scale Seaweed Cultivation program in the future.

§ **475-26. Eligibility for an Authorization Form.**

Only Lessees who have a current Lease pursuant to Article II of Chapter 475 of the Suffolk County Code shall be eligible for an Authorization Form under this Article III of Chapter 475 of the Suffolk County Code.

§ **475-27. Prohibition.**

No person shall conduct Seaweed Cultivation within the Shellfish Cultivation Zone without obtaining an Authorization Form from the County of Suffolk pursuant to Article III of Chapter 475 of the Suffolk County Code prior to such Cultivation.

Prior to commencement of Seaweed Cultivation within the Shellfish Cultivation Zone, a Lessee desiring to conduct Seaweed Cultivation within the Shellfish Cultivation Zone shall obtain an Authorization Form from the County of Suffolk to conduct Seaweed Cultivation on or within the Leased Premises.

§475-29. Additional Aspects of the Suffolk County Seaweed Cultivation Pilot Program.

The Suffolk County Seaweed Cultivation Pilot Program shall be subject to the following provisions:

A. The Suffolk County Seaweed Cultivation Pilot Program shall be limited to a total coverage of five (5) acres within the Shellfish Cultivation Zone.

B. Authorization Forms to cultivate Seaweed under the Suffolk County Seaweed Cultivation Pilot Program may be given by the County of Suffolk to no more than five persons holding Leases as Lessees from the County of Suffolk at any one time.

C. Each Lessee given an Authorization Form shall be limited to Seaweed Cultivation on one acre of the Leased Premises under the Lessee’s Lease. A Lessee may receive an Authorization Form in connection with only one Lease.

D. An Authorization Form shall be developed by the Department.

E. An Authorization Form shall not be subject to assignment or sublet.

F. The expiration date of an Authorization Form shall not extend beyond the term of the applicable Lease and option to renew, if exercised, or July 1, 2026, whichever is earlier.

G. A Lessee shall be required to indemnify the County of Suffolk and defend it against all liabilities, fines, judgments and damages arising out of the acts, omissions or negligence of the Lessee or arising out of or in connection with Lessee’s use of the premises under the Lease. The form of the indemnification shall be determined by the Department.

H. The Suffolk County Seaweed Cultivation Pilot Program shall require annual reports by the Lessees concerning such data and topics that the Department determines will be useful to assess and evaluate the feasibility of Seaweed Cultivation. The Department shall develop a schedule and format for the report.

I. The Suffolk County Seaweed Cultivation Pilot Program and all activities thereunder shall be implemented and conducted in accordance with all applicable federal, State or local laws.


The Director of Planning in the Department shall develop and implement written guidelines, procedures and forms for the Suffolk County Seaweed Cultivation Pilot Program including, but not limited to:
A. A notice to Lessees currently holding Shellfish Aquaculture Leases and future Lessees, where applicable, of the opportunity to conduct Seaweed Cultivation under the Suffolk County Seaweed Cultivation Pilot Program.

B. Criteria for evaluating acceptability of applications, including but not limited to inclusion of a Seaweed Cultivation plan, past performance under the Shellfish Aquaculture Lease Program, and eligibility for appropriate regulatory permits.

C. A random selection procedure to select and prioritize potential applicants when the number of applicants for the Suffolk County Seaweed Cultivation Pilot Program exceeds the available acreage.

D. Necessary model forms, applications and documents.

§ 475-31. Fees.

A. The fee for an application to conduct Seaweed Cultivation shall be One Hundred ($100.00) Dollars, and shall be non-refundable.

B. There shall be no annual rent charged for pilot projects conducted under the Suffolk County Seaweed Cultivation Pilot Program.

C. Fees collected for the application to conduct Seaweed Cultivation shall be deposited into the County’s general fund.

D. A Lessee shall not be required to post a bond in order to receive an Authorization Form.

§ 475-32. Report on Suffolk County Seaweed Cultivation Pilot Program.

In accord with New York Environmental Conservation Law §13-0302.10, the Director of Planning shall prepare a report on the results of the Suffolk County Seaweed Cultivation Pilot Program, including, but not limited to a scientific assessment of the feasibility of Seaweed Cultivation. The Director of Planning shall submit this report to the New York State Legislature, the New York State Department of Environmental Conservation, this Legislature, and the County Executive of Suffolk County no later than January 1, 2026. A preliminary draft of the report shall be prepared and presented to the County Executive of Suffolk County and the Presiding Officer of the Suffolk County Legislature no later than July 1, 2025, and comments received shall be incorporated into the report prior to finalization.

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 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 the adoption of this local law constitutes a Type II Action pursuant to Section 617.5 (c) (15), (21) and (27) of Title 6 of the New York Code of Rules and Regulations ("NYCRR") as this legislative decision involves minor temporary uses of land having negligible or no permanent impact on the environment; conduct 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; and adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list. As such, this Legislature has no further responsibilities under SEQRA.

Section 6. Effective Date.

This law shall take effect immediately upon filing with the Office of the Secretary of State.

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County

Date of Approval:
DATE: December 27, 2016
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 ESTABLISHING THE SUFFOLK COUNTY SEAWEED CULTIVATION PILOT PROGRAM IN PECONIC BAY AND GARDINERS BAY

SPONSOR: COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 12/27/2016 PUBLIC HEARING: 2/7/2017

DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED:

Local Law No. 25-2009 established an aquaculture lease program for the underwater lands of Peconic Bay and Gardiner’s Bay. This proposed local law would authorize a seaweed cultivation pilot program on a limited number of the existing aquaculture lease sites.

Current lessees would be able to apply for authorization to participate in the pilot program, subject to the approval of the Department of Economic Development and Planning (“the Department”). The pilot program will be limited in scope to a total of five acres within the existing Shellfish Cultivation Zone. Authorization shall be provided to no more than five current lessees at any one time, who may only cultivate one acre of seaweed each. The application fee is $100.00. No annual rent will be charged on pilot projects conducted under this program. Authorization under this program will not extend beyond the life of the applicable lease and option to renew, if exercised, or July 1, 2026, whichever is earlier. The Department is charged with developing written guidelines and procedures for the application criteria, review process and selection procedure in the event more applications are received than can be accommodated in the program.

The Department will receive annual reports from participant lessees on the feasibility of seaweed cultivation. The Department will provide a preliminary draft report of its scientific assessment and findings as to the feasibility of seaweed cultivation on or before July 1, 2025 to the County Executive and the Presiding Officer of the County Legislature.

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

GEORGE NOLAN
Counsel to the Legislature

GN:
Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg. – 12th Floor
100 Veterans Memorial Hwy.
Hauppauge, New York 11788

RE: REVISED - Reso - EDP - A LOCAL LAW ESTABLISHING THE SUFFOLK COUNTY SEAWEED CULTIVATION PILOT PROGRAM IN PECONIC BAY AND GARDINERS BAY

Dear Mr. Schneider:

Attached for your review and consideration is a proposed Introductory Resolution that amends Chapter 475 of the Suffolk County Code by adding a new Article III, which establishes the Suffolk County Seaweed Cultivation Pilot Program and designates the Department of Economic Development and Planning, Division of Planning and Environment as the entity responsible for developing and implementing said program in Peconic Bay and Gardiners Bay. The State of New York recently passed legislation (L. 2016, c. 322) that enables the County to conduct this limited pilot program on shellfish cultivation leases executed by the County. No more than a total of five acres of underwater land can be used to test the commercial viability of this new aquaculture activity.

Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

Enclosures

cc: Katie Horst, Director, Intergovernmental Relations
    Theresa Ward, Commissioner, EDP
    Louis Bekofsky, Deputy Commissioner, EDP
    DeWitt S. Davies, Chief Environmental Analyst, EDP
    Susan Filipowich, Environmental Planner, EDP
    CE Reso Review
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

<table>
<thead>
<tr>
<th>1. Type of Legislation</th>
<th>Resolution</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><strong>A LOCAL LAW ESTABLISHING THE SUFFOLK COUNTY SEAWEED CULTIVATION PILOT PROGRAM IN PECONIC BAY AND GARDINERS BAY</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Purpose of Proposed Legislation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adds Article III to Chapter 475 of the Suffolk County Code. This establishes the Suffolk County Seaweed Cultivation Pilot Program and designates the Department of Economic Development and Planning, Division of Planning and Environment as the entity responsible for developing and implementing the program.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Will the Proposed Legislation Have a Fiscal Impact?</th>
</tr>
</thead>
<tbody>
<tr>
<td>YES [ ] NO [x]</td>
</tr>
</tbody>
</table>

<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 [ ] Town [ ] Economic Impact [ ]</td>
</tr>
<tr>
<td>Village [ ] School District [ ] Other (Specify): [ ]</td>
</tr>
<tr>
<td>Library District [ ] Fire 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>N/A [ ]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Proposed Source of Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A [ ]</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>9. Timing of Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A [ ]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. Typed Name &amp; Title of Preparer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah Lansdale</td>
</tr>
<tr>
<td>Director of Planning</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>11. Signature of Preparer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nicolas Pellen JA</td>
</tr>
<tr>
<td>Principal Budget Examiner</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 12, 2016</td>
</tr>
<tr>
<td>1/27/16</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 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.

Page 2 of 2

To be completed by the Executive Budget Office
TITLE OF BILL:
A LOCAL LAW ESTABLISHING THE SUFFOLK COUNTY SEAWEED CULTIVATION PILOT PROGRAM IN PECONIC BAY AND GARDINERS BAY

PURPOSE OR GENERAL IDEA OF BILL: To establish the Suffolk County Seaweed Cultivation Pilot Program and designate the Department of Economic Development and Planning, Division of Planning and Environment as the entity to implement the program.

SUMMARY OF SPECIFIC PROVISIONS: If the local law is adopted, the Dept. of Economic Development and Planning will consult with New York State Department of Environmental Conservation, the Dept. of Law, prospective seaweed farmers, shellfish farmers and other interested parties to develop a strategy for the Pilot Program. When implemented, the program will provide information on the viability of commercial seaweed farming as a prospective activity in Peconic Bay and Gardiners Bay.

JUSTIFICATION: Interest has been expressed in the cultivation of seaweed, i.e., kelp, in Peconic Bay and Gardiners Bay, based on successful research/extension work in New England and the establishment of commercial kelp farms in waters to the north of Suffolk County. Kelp is sold for food and other uses (e.g., food additives). Marine plant culture and harvest also has the added benefit of remediating high nutrient levels in enriched coastal waters.

A 2016 amendment to the NYS ECL - §13-0302.10 - allows the County to implement a limited pilot program to test the feasibility of commercial seaweed cultivation on shellfish leases located in the established Shellfish Cultivation Zone.

Under the new local law, the Department will scope out a process that will enable a Seaweed Cultivation Pilot Program to be conducted in accord with ECL §13-0302.10 and any applicable provisions of the Suffolk County Shellfish Aquaculture Lease Program. Since the pilot projects are limited in number and extent (total of 5 acres, with no more than 1 acre per pilot project); and to persons that are lessees under the Shellfish Aquaculture Lease Program, the Department will determine how access to leased underwater lands can be provided for the operation of seaweed cultivation pilot projects.

Commercial-scale seaweed cultivation in Suffolk County is a potential new activity that warrants additional investigation, especially from a conflict perspective. Objective information is needed to answer the policy question of whether or not commercial kelp culture should be conducted in Peconic/Gardiners Bays, and if so, where and how it should be approached administratively in conjunction with the Lease Program over the long-term. These questions are pertinent to Suffolk County, given the County’s ownership of underwater lands in Peconic/Gardiners Bays for shellfish cultivation.

FISCAL IMPLICATIONS: The proposed legislation will not have a fiscal impact.
RESOLUTION NO. -2017, ADOPTING LOCAL LAW NO. - 2017, A LOCAL LAW TO ELIMINATE ALARM REGISTRATION RENEWAL FEE

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 ELIMINATE ALARM REGISTRATION RENEWAL FEE "; 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 ELIMINATE ALARM REGISTRATION RENEWAL FEE

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. Local Law No. 42-2015 also established an annual alarm registration fee and false alarm fees.

This Legislature further finds that Resolution No. 974-2016 amended the false alarm fee schedule and made registration a biennial requirement.

This Legislature also determines that the permit renewal fee should be eliminated.

Therefore, the purpose of this law is to eliminate the alarm registration renewal fee.

Section 2. Amendment.

Section 290-8 of the SUFFOLK COUNTY CODE is hereby amended as follows:

§ 290-8. Registration fee.

A. No permit[, or any renewal thereof,] shall be issued by the Department until payment is received from the alarm owner.

B. All permits issued by the Department shall expire two years from the date of issuance and are required to be renewed on a biennial basis. The Department shall notify an alarm owner electronically or in writing 60 days in advance of a renewal; however, it shall be the duty of the alarm owner to submit a renewal application prior to the
expiration date of any permit issued by the Department. Such renewal application shall contain such information as is required by the Department.

C. The registration fee for an alarm system permit shall be $50 for a residential building and $100 for a nonresidential building.

D. [Failure of an alarm owner to pay a renewal fee prior to the date of expiration of a permit shall result in a late fee in the amount of $10, in addition to the amount of the renewal fee. In the event an alarm owner fails to pay the renewal fee within 30 days of expiration, the permit shall be deemed expired and the alarm owner shall be required to obtain a new permit in accordance with this article.] An alarm owner who has allowed his/her permit to expire and receives a notification of a false alarm without obtaining a new permit shall be subject to the false alarm fees set forth in § 290-9B below.

[E. The biennial renewal fee shall be $50 for a residential building and $100 for a nonresidential building. The biennial renewal fee for residential buildings owned by registrants who are 70 years of age or over shall be $25.]

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 6-0109(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.
Brackets denote deletion of existing language

DATED:

APPROVED BY:

________________________
County Executive of Suffolk County

Date:

s:\law\eliminate-alarm-registration-renewal-fee
DATE: DECEMBER 27, 2016

TO: CLERK OF THE COUNTY LEGISLATURE

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

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PROPOSED LOCAL LAW YEAR 2017

TITLE: I.R. NO. -2017; A LOCAL LAW TO ELIMINATE ALARM REGISTRATION RENEWAL FEE

SPONSOR: LEGISLATOR BROWNING

DATE OF RECEIPT BY COUNSEL: 12/27/2016

PUBLIC HEARING: 2/7/2017

DATE ADOPTED/NOT ADOPTED: 

CERTIFIED COPY RECEIVED: 

This proposed local law would eliminate the renewal fee for alarm system permits authorized by Resolution No. 974-2016 (the biennial renewal fee is currently set at $50 for residential buildings and $100 for commercial buildings). If this law is enacted, alarm system owners will still be required to renew their permit with the Police Department every two years.

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\128-eliminate-alarm-registration-renewal-fee
RESOLUTION NO. -2017, AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM AND ACCEPTING AND APPROPRIATING FUNDS IN CONNECTION WITH CONNECT TRAILS – SUFFOLK COUNTY (CP 7191)

WHEREAS, Resolution No. 646-2016 authorized the Designee of the County Executive of Suffolk County to develop a Local Waterfront Revitalization Program for Suffolk County and apply to the New York State Regional Economic Development Council under the Consolidated Funding Application grant to develop and implement a "Suffolk County Blueway Trail System"; and

WHEREAS, funding in the amount of $60,000 has been awarded through the NYS Department of State (DOS) Local Waterfront Revitalization Program under Title 11 of the Environmental Protection Fund to undertake the Suffolk County Blueway Trail Plan, Consolidated Funding Application (CFA) #65110; and

WHEREAS, blueway trails provide a safe, welcoming environment for non-motorized recreation on the water and increase environmental awareness, while also promoting and enhancing coastal resources; and

WHEREAS, sufficient funds have not been included within the 2017 Capital Budget and Program and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal and/or State Aid; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006 established the use of a priority ranking system, implemented in the Adopted 2016 Capital Budget, as the basis for funding capital projects such as this project; now, therefore be it

1st
RESOLVED, that it is hereby determined that this project, with a priority ranking of Rank (50) 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>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>1. Planning</td>
<td>$410,000</td>
<td>$250,000 B</td>
<td>$250,000 B</td>
</tr>
</tbody>
</table>

TOTAL $1,410,000 $250,000 $310,000
and be it further

3\textsuperscript{rd} RESOLVED, that the State aid be and hereby is appropriated as follows:

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ref-525-CAP-7191.110</td>
<td>Connect Trails – Suffolk County</td>
<td>$60,000</td>
</tr>
</tbody>
</table>

and be it further

4\textsuperscript{th} RESOLVED, that the County Comptroller is hereby authorized to accept State aid in connection with this project; and be it further

5\textsuperscript{th} RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (18), (21) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action. Since this law is a Type II action, the Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County

Date:

T:\BROISC Blueway Trail System - Hahn.docx
RESOLUTION NO. 2017, ACCEPTING AND APPROPRIATING 100% GRANT FUNDS RECEIVED FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES IN THE AMOUNT OF $293,010 TO THE SUFFOLK COUNTY DISTRICT ATTORNEY’S OFFICE, FOR THE MOTOR VEHICLE THEFT AND INSURANCE FRAUD PREVENTION GRANT PROGRAM

WHEREAS, New York State Division of Criminal Justice has awarded grant funds to the Suffolk County District Attorney’s Office for the 2017 Motor Vehicle Theft and Insurance Fraud Prevention (MVTIFP) grant program; and

WHEREAS, this grant provides funding for personnel expenses for the investigation and prosecution of offenders who commit these crimes; and

WHEREAS, the goal of the program is to reduce the incidence of these crimes within Suffolk County through a coordinated approach of law enforcement, crime analysis and legal entities utilizing integrated means to detect, prevent, apprehend and prosecute these crimes; and

WHEREAS, the award period begins January 1, 2017 and runs through December 31, 2017 in which time the County will receive 100% grant funding in the amount of $293,010; and

WHEREAS, this program is a continuation of the 2015-16 (MVT/IFP) program; and

WHEREAS, said funds have not been included in the 2017 Proposed Operating Budget; no additional positions will be created for this program, and no fringe benefits are included in this grant award; now, therefore be it

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

REVENUES:
001-1154-3330-MVTIFP
$ 293,010

ORGANIZATIONS:

District Attorney (DIS)
MVTIFP
001-DIS-1154

1000-Personnel Services
$293,010

1100-Permanent Salaries
$293,010
and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute the grant related agreement between Suffolk County and the New York State Division of Criminal Justice Services; and be it further

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

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County
Date of Approval
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

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

2. Title of Proposed Legislation
   Motor Vehicle Theft and Insurance Fraud Prevention grant award program

3. Purpose of Proposed Legislation
   Accept funding from the New York State Division of Criminal Justice Services Bureau of Justice Assistance
   for the District Attorney's Motor Vehicle Theft and Insurance Fraud Prevention Program

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact
   This program will provide revenue in the amount of $293,010 for personnel in the District Attorney's Office
   and reimburse for expenses relating to this grant program.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
   The funding period for this program is January 1, 2017 through December 31, 2017.

8. Proposed Source of Funding
   New York State Division of Criminal Justice Services

9. Timing of Impact
   Immediate

10. Typed Name & Title of Preparer
    Craig D. Pavlik, Deputy Bureau Chief Administration

11. Signature of Preparer

12. Date

SCIN FORM 175b (10/95)
TO: INTERGOVERNMENTAL RELATIONS

FROM: CRAIG D. PAVLIK, DEPUTY BUREAU CHIEF
ADMINISTRATION AND FINANCE

RE: MEMORANDUM OF SUPPORT FOR INTRO RESOLUTION

DATE: OCTOBER 5, 2016

______________________________________________________________

TITLE OF BILL: A RESOLUTION ACCEPTING AND APPROPRIATING 100% GRANT FUNDS RECEIVED FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE DISTRICT ATTORNEY'S OFFICE, UNDER THE MOTOR VEHICLE THEFT AND INSURANCE FRAUD PREVENTION PROGRAM.

PURPOSE OR GENERAL IDEA OF BILL: Pursuant to a grant award by the New York State Division of Criminal Justice Services, the District Attorney's Office seeks to accept funds in the amount of $293,010 to continue the current Motor Vehicle Theft and Insurance Fraud Prevention program. These funds will allow the Office to assign experienced personnel to the investigation and prosecution of these crimes.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept funding from the New York State Division of Criminal Justice Services for personnel which will be used to help offset the cost to the County of maintaining experienced prosecutors in the District Attorney's Office.

JUSTIFICATION: These funds will facilitate the District Attorney's Office ability to continue focusing experienced personnel in the investigation and prosecution of motor vehicle related crimes.
FISCAL IMPLICATIONS: Since this is grant funding, it will assist in funding salaried positions in the District Attorney's Office and help offset the cost to the County of maintaining experienced prosecutors in the District Attorney's Office.

CRAIG D. PAVLIK
Deputy Bureau Chief

CDP/kam
MEMORANDUM

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

FROM: Craig Pavlik, Deputy Bureau Chief
   Suffolk County District Attorney’s Office

DATE: October 5, 2016

SUBJECT: Resolution Packet & SCIN Forms
          Motor Vehicle Theft and Insurance Fraud Prevention Program
          Project No. MV16-1036-D01

Attached please find the following for the New York State Division of Criminal Justice Services Motor Vehicle Theft and Insurance Fraud Prevention grant program:

1. Draft Resolution
2. SCIN Forms.
5. Award letter

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW.

If you have any questions concerning this resolution package, please contact Craig Pavlik, Deputy Bureau Chief at 853-4153.

Thank you for your assistance with this project.

cc: CE RESO REVIEW
September 1, 2016

The Honorable Thomas J. Spola
Suffolk County District Attorney
North County Complex, Bldg 77
Veterans Memorial Highway
Hauppauge, NY 11788

Re: 2016 Motor Vehicle Theft and Insurance Fraud
Prevention Program
Project ID # MV15-1036-D01

Dear District Attorney Spola:

I am pleased to announce that the Suffolk County District Attorney's Office will receive a grant award in the amount of $293,010 from the Motor Vehicle Theft and Insurance Fraud Prevention (MVTIFP) program for the contract period beginning January 1, 2017 to December 31, 2017. This award will be processed as a renewal of your current MVTIFP grant contract.

Please see the attached Contract Instruction Sheet for additional information and note that items are required within 30 days of receiving this letter to further facilitate the development of your contract.

Should you have any questions, please contact Joann Tierney-Daniels at (518) 457-8404 or by email at Joann.Tierney-Daniels@djs.ny.gov. Congratulations on your award. We look forward to working with you on this important project.

Very truly yours,

Michael C. Green
Executive Deputy Commissioner

MCG:jtd:kaf
Attachment (1)
RESOLUTION NO. 1010-17, ACCEPTING AND AUTHORIZING A NEW YORK STATE DEPARTMENT OF STATE GRANT FOR THE WETLAND RESTORATION PROJECT AT BEAVER DAM CREEK AND AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM BY APPROPRIATING SAID GRANT IN THE AMOUNT OF $275,000 AND MATCHING FUNDS IN THE AMOUNT OF $85,000 IN FUND 477 FUNDS IN CONNECTION TO WATER QUALITY PROTECTION AND RESTORATION PROGRAM (CP 8710)

WHEREAS, the New York State Department of State has awarded a grant in the amount of $275,000 to the Suffolk County Department of Parks, Recreation and Conservation to fund the restoration of approximately thirteen (13) acres of County-owned tidal wetlands at Beaver Dam Creek (SCTM# 0200-978.20-03.00-061.006 and SCTM# 0200-978.30-01.00-002.001); and

WHEREAS, this is a matching grant which requires the County to expend $275,000 in matching funds; and

WHEREAS, Suffolk County has already received credit for the expense of $190,000 during the land acquisition process for this parcel; and

WHEREAS, Suffolk County must expend an additional $85,000 in matching funds; and

WHEREAS, the restoration of the wetlands to their proper elevations will allow for proper tidal cycling and promote a healthy marine environment; and

WHEREAS, the Grant Disbursement Agreement between Suffolk County and the New York State Department of State has been signed and executed; and

WHEREAS, this is a reimbursable grant and the Grant Disbursement Agreement requires that the County establish a segregated account for all expenses associated with this project; and

WHEREAS, sufficient funds have not been included within the 2017 Capital Budget and Program and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal and/or State Aid; and

WHEREAS, the County must first instance fund the project and will subsequently be reimbursed by the NYS Dept of State; 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, there are sufficient funds available in Fund 477 within the Reserved Fund Balance for Water Quality related projects to support the appropriation of this project within the 2017 Capital Budget and Program; now, therefore be it
1st RESOLVED, that this Legislature, being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes a Type II action pursuant to 6 NYCRR Part 617.5(C) (18), (20), (21), and (27), and as a Type II action, the County Legislature has no further responsibilities under SEQRA for planning and engineering; and be it further

2nd RESOLVED, that the Department of Parks, Recreation and Conservation shall oversee the administration of this project of behalf of the County of Suffolk and coordinate the reimbursement of funds with the New York State Department of State; and be it further

3rd 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

4th RESOLVED, that sufficient funds exist within Fund 477's Water Quality Reserve Fund Balance component to cover the cost of the County’s share for this project; and be it further

5th RESOLVED, that the Adopted 2017 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 Reserve Fund Balance as follows:

**EXPENDITURES:**

<table>
<thead>
<tr>
<th>Agency</th>
<th>Fund</th>
<th>Organization</th>
<th>Object</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFT</td>
<td>477</td>
<td>E525</td>
<td>9600</td>
<td>Transfer to Capital Fund</td>
<td>$85,000</td>
</tr>
</tbody>
</table>

; and be it further

6th RESOLVED, that the interfund revenues be and hereby are transferred and accepted in the Capital Fund as follows:

**REVENUES:**

<table>
<thead>
<tr>
<th>Agency</th>
<th>Fund</th>
<th>Rev Source</th>
<th>Organization</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>IFT</td>
<td>525</td>
<td>R477</td>
<td>E525</td>
<td>Transfer from Water Quality Protection</td>
<td>$85,000</td>
</tr>
</tbody>
</table>

(Ref. 525-CAP-IFTR-R477)

; and be it further

7th RESOLVED, that the 2017 Capital Budget and Program be and they are hereby amended as follows:

Project No.  8710  
Project Title: Wetland Restoration Project at Beaver Dam Creek

| Total Estimated Cost | Current 2017 Capital Program and Budget | Revised 2017 Capital Program and Budget |
1. Planning $85,000 $0 $85,000 W
4. Site Improvements $275,000 $0 $275,000 S

TOTAL $360,000 $0 $360,000

; and be it further

8th RESOLVED, that Fund 477 funding in the amount of $85,000 be and it is 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-8710.152</td>
<td>60</td>
<td>Water Quality Protection &amp; Restoration Program – Wetland Restoration Project at Beaver Dam Creek</td>
<td>$85,000</td>
</tr>
</tbody>
</table>

; and be it further

9th RESOLVED, that State Aid in the amount of $275,000 be and it is 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-8710.418</td>
<td>60</td>
<td>Water Quality Protection &amp; Restoration Program – Wetland Restoration Project at Beaver Dam Creek</td>
<td>$275,000</td>
</tr>
</tbody>
</table>

; and be it further

10th RESOLVED, that the County Comptroller is hereby authorized and directed to advance funding to finance this capital Project; and be it further

11th RESOLVED, that the County Comptroller is hereby authorized and directed to accept State funding in the amount of $275,000 for the Project into Capital Project No. 8710.418; and be it further

12th RESOLVED, no site improvements or construction funds can be expended until a CEQ determination is adopted; and be it further

13th RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the Grant Disbursement Agreement with the New York State Department of State and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

County Executive of Suffolk County

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

1. Type of Legislation
   Resolution X  Local Law  Charter Law

2. Title of Proposed Legislation

   RESOLUTION NO. -2017, ACCEPTING AND AUTHORIZING A
   NEW YORK STATE DEPARTMENT OF STATE GRANT FOR
   THE WETLAND RESTORATION PROJECT AT BEAVER DAM
   CREEK AND AMENDING THE 2017 CAPITAL BUDGET AND
   PROGRAM BY APPROPRIATING SAID GRANT IN THE
   AMOUNT OF $275,000 AND MATCHING FUNDS IN THE
   AMOUNT OF $85,000 IN FUND 477 FUNDS IN CONNECTION
   TO WATER QUALITY PROTECTION AND RESTORATION
   PROGRAM (CP 8710)

3. Purpose of Proposed Legislation
   SEE NO. 2 ABOVE

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

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

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

   THIS RESOLUTION ACCEPTS AND APPROPRIATES NEW YORK STATE DEPT OF STATE GRANT
   FUNDING. THIS RESOLUTION TRANSFERS FUNDS FROM FUND 477, WATER QUALITY
   PROTECTION, TO FUND 525- THE CAPITAL FUND- AND APPROPRIATES THESE FUNDS IN CAPITAL
   PROJECT 8710- WATER QUALITY PROJECT. COUNTY COMPTROLLER IS AUTHORIZED TO FIRST
   INSTANCE FUND THE PROJECT.

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

8. Proposed Source of Funding
   FUND 477 RESERVE FUND BALANCE ($85,000) AND NYS DEPT OF STATE GRANT ($275,000).

9. Timing of Impact
   UPON ADOPTION AND EXECUTION OF AGREEMENTS.

10. Typed Name & Title of Preparer
    Nicholas Paglia
    Principal Budget Examiner

11. Signature of Preparer

12. Date
    December 27, 2016

SCIN FORM 175b (10/95)
## 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>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
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## POLICE DISTRICT AND DISTRICT COURT

<table>
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## COMBINED

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<th>2017 Property Tax Levy</th>
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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.

To be completed by the Executive Budget Office
2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and Authorizing a New York State Department of State grant for the Wetland Restoration Project at Beaver Dam Creek and Amending the 2016 Capital Budget and Program by Appropriating said Grant in the amount of $275,000 and matching funds in the amount of $85,000 in Fund 477 funds in connection to Water Quality Protection and Restoration Program (CP 8710)

PURPOSE OR GENERAL IDEA OF BILL: To allow Suffolk County to authorize and accept grant funding, and amend the Capital Budget and Program for said grant, in order to enable the County to restore wetlands that have been negatively impacted due to the placement of dredge spoils.

SUMMARY OF SPECIFIC PROVISIONS: The resolution accepts and authorizes the Grant from the New York State Department of State for the restoration of wetlands owned by Suffolk County. This a reimbursable grant, with a match required by Suffolk County. The reimbursable portion of the Grant is for $275,000. The County match is for $275,000, for which it has already received a credit of $190,000 for the original purchase price of the land acquisition. The remaining $85,000 portion of the match will come from Fund 477 funds.

JUSTIFICATION: This resolution will allow the Department to restore wetlands by removing dredge spoils, thereby restoring those wetlands to their proper elevations, which will allow for proper tidal cycling and promote a healthy marine environment.

FISCAL IMPLICATIONS: Bond Anticipation Notes will be issued to finance the $275,000 Grant portion of this project. Fund 477 funds will be used to finance the $85,000 Match. Principal and interest costs will be incurred by the County over the life of the bonds.
TO: JON SCHNEIDER, Deputy County Executive

FROM: Philip A. Berdolt, Commissioner

DATE: November 22, 2016

RE: ACCEPTING AND AUTHORIZING A NEW YORK STATE DEPARTMENT OF STATE GRANT FOR THE WETLAND RESTORATION PROJECT AT BEAVER DAM CREEK AND AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM BY APPROPRIATING SAID GRANT IN THE AMOUNT OF $275,000 AND MATCHING FUNDS IN THE AMOUNT OF $85,000 IN FUND 477 FUNDS IN CONNECTION TO WATER QUALITY PROTECTION AND RESTORATION PROGRAM (CP 8710)

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-Accepting a NYS Grant for Beaver Dam Creek Wetlands Restoration.doc.”

Should you require anything further, please contact my office at 4-4984.

Enclosures
RESOLUTION NO. -2017, AUTHORIZING THE COUNTY TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE POST MORROW FOUNDATION TO ALLOW FOR ACCESS THROUGH ITS PROPERTY TO ACCESS COUNTY-OWNED PROPERTY IN ORDER TO CONDUCT A WETLANDS RESTORATION PROJECT

WHEREAS, the New York State Department of State has awarded a grant in the amount of $275,000 to the Suffolk County Department of Parks, Recreation and Conservation to fund the restoration of approximately thirteen (13) acres of County-owned tidal wetlands at Beaver Dam Creek (SCTM# 0200-978.20-03.00-061.006 and SCTM# 0200-978.30-01.00-002.001); and

WHEREAS, the Grant Disbursement Agreement between Suffolk County and the New York State Department of State has been signed and executed; and

WHEREAS, the restoration of the wetlands to their proper elevations will allow for proper tidal cycling and promote a healthy marine environment; and

WHEREAS, access to the project work area requires the County to traverse two adjacent properties, which are owned by the Post Morrow Foundation and which is amenable to allowing the County said access; and

WHEREAS, the County owns the Farmland Development Rights to one of the adjacent Post Morrow Foundation-owned lands (SCTM# 0200-976.20-02.00-010.005), wherein the Post Morrow Foundation owns the residual fee title; and

WHEREAS, there will be need for limited ingress and egress over the County-owned Farmland PDR property (SCTM# 0200-976.20-02.00-010.005) utilizing existing dirt roads that will not affect or reduce production of farming activities on the property; and

WHEREAS, the County will need to install a permanent gate along the property fence line of the second adjacent property owned by the Post Morrow Foundation (SCTM# 0200-976.20-02.00-010.006), in order to enable access for project equipment to the restoration area during the project and for future maintenance purposes; and

WHEREAS, the installation of said gate will be included within the scope and design of the wetlands restoration project; and

WHEREAS, the scope and design of the wetlands restoration project are to be developed by the Department of Public Works Division of Vector Control, and said design is to be presented for review to the Council on Environmental Quality when completed; and

WHEREAS, any and all necessary permits and approvals will be obtained prior to commencement of any construction activities related to this project; and
WHEREAS, the final scope and design of this project will be brought back before this Legislature for review and approval prior to the commencement of any construction activities related to this project; and

WHEREAS, the County may need to enter into an Agreement with the Post Morrow Foundation to authorize access to and through their properties and for installation of the permanent gate; therefore, be it

1st RESOLVED, that this Legislature, being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes a Type II action pursuant to 6 NYCRR Part 617.5(C) (20), (21), and (27), and as a Type II action, the County Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that the County is authorized to enter into an Agreement with the Post Morrow Foundation for the purpose of enabling access to and through its properties to the County-owned project area, and to allow for the installation of a permanent gate along the fence line to enable said access, once all approvals have been conducted and permits have been obtained.

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
   RESOLUTION NO. 2017-2017, AUTHORIZING THE COUNTY TO
   NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE
   POST MORROW FOUNDATION TO ALLOW FOR ACCESS
   THROUGH ITS PROPERTY TO ACCESS COUNTY-OWNED
   PROPERTY IN ORDER TO CONDUCT A WETLANDS
   RESTORATION PROJECT

3. Purpose of Proposed Legislation
   See above.

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

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

Upon adoption. This resolution authorizes the County to negotiate and enter into an agreement with the Post Morrow Foundation.

10. Typed Name & Title of Preparer
    Nicholas Paglia
    Principal Budget Examiner

11. Signature of Preparer
    [Signature]

12. Date
    December 27, 2016

SCIN FORM 175b (10/95)
## FINANCIAL IMPACT
### 2017 PROPERTY TAX LEVY
#### COST TO THE AVERAGE TAXPAYER

<table>
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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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### COMBINED

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<th>2017 FV TAX RATE PER $1000</th>
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</table>

**NOTES:**


3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office
2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Authorizing the County to negotiate and enter into an agreement with the Post Morrow Foundation to allow for access through its property to access County-owned property in order to conduct a wetlands restoration project.

PURPOSE OR GENERAL IDEA OF BILL: To enable the County to negotiate and enter into an Agreement with the Post Morrow Foundation.

SUMMARY OF SPECIFIC PROVISIONS: The County needs to negotiate an Agreement with the Post Morrow Foundation to allow for the construction of an access gate in its fence line, as well as for access through its property, so that the County can conduct a wetlands restoration project on County-owned land, which is otherwise inaccessible.

JUSTIFICATION: The restoration of tidal wetlands will enhance the surrounding environment and help to restore the native ecology of the County-owned property.

FISCAL IMPLICATIONS: None.
TO:        JON SCHNEIDER, Deputy County Executive
FROM:      PHILIP A. BERDOLT Commissioner
DATE:      November 22, 2016
RE:        AUTHORIZING THE COUNTY TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE POST MORROW FOUNDATION TO ALLOW FOR ACCESS THROUGH ITS PROPERTY IN ORDER TO CONDUCT A WETLANDS RESTORATION PROJECT

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name “RESO-PKS-Authorizing an Agreement with the Post Morrow Foundation.doc.”

Should you require anything further, please contact my office at 4-4984.

Enclosures
RESOLUTION NO.  2017, DELEGATING AUTHORITY TO REFUND CERTAIN ERRONEOUS TAX PAYMENTS TO THE SUFFOLK COUNTY COMPTROLLER-CONTROL #458-16

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

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

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

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

Resolved, that this resolution shall only be in effect through December 31st of 2017.

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 XXX

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
   Library District
   Town
   School 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  11. Signature of Preparer  12. Date
    John M. Kennedy
    County Comptroller
MEMORANDUM

TO: Jon Schneider, Deputy County Executive
FROM: Suffolk County Comptroller
DATE: November 28, 2016
RE: UNDER $2500.00 RESOLUTION

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

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

Should you need anything further, please contact me.

JK/sf
Enc.
Cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Katie Horst, Director of Intergovernmental Relations

www.co.suffolk.ny.us/treas.
RESOLUTION NO. 2017-1, AMENDING THE 2017 OPERATING BUDGET AND APPROPRIATING FUNDS IN CONNECTION WITH BONDING FOR A SETTLEMENT FOR A LIABILITY CASE AGAINST THE COUNTY

WHEREAS, the Ways and Means Committee has approved a settlement for a negligence action against the County for the amount of Eight Hundred Thousand ($800,000) Dollars; and

WHEREAS, the above settlement is a mandated expense that must be paid by the County; and

WHEREAS, sufficient funds to satisfy lawsuits, orders, judgments and settlements are not available in the 2017 Operating Budget; and

WHEREAS, the County Legislature, by Resolution of even date herewith, has authorized the issuance of Eight Hundred Thousand ($800,000) Dollars in Suffolk County Serial Bonds to cover the cost of the above referenced settlement; now, therefore be it

1st RESOLVED, that the settlement for the total sum of Eight Hundred Thousand ($800,000) Dollars be bonded and paid under the authority of the Office of Risk Management, County Department of Law, in conjunction with the County Department of Audit and Control and the County Executive’s Budget Office; and be it further

2nd RESOLVED, that the proceeds of Eight Hundred Thousand ($800,000) Dollars in Suffolk County Serial Bonds be and are hereby appropriated as follows:

<table>
<thead>
<tr>
<th>REVENUES:</th>
<th>APPROPRIATIONS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>038-2780 Pro</td>
<td>Miscellaneous</td>
</tr>
<tr>
<td>ceeds: Debt</td>
<td>General Liability Insurance</td>
</tr>
<tr>
<td></td>
<td>038-MSC-1914</td>
</tr>
<tr>
<td></td>
<td>Mandated</td>
</tr>
<tr>
<td></td>
<td>8505 – Settlements</td>
</tr>
<tr>
<td></td>
<td>$800,000</td>
</tr>
</tbody>
</table>

DATED:

APPROVED BY:

County Executive of the County of Suffolk

Date of Approval:
TO: Jon Schneider  
Deputy County Executive

FROM: Dennis M. Brown  
County Attorney

DATE: November 30, 2016

RE: Bond Resolution

Enclosed you will find a draft of a resolution for bonding $800,000 for the settlement of a general liability case. The settlement was approved by the Ways and Means committee. Payment must be made within 90 days of receipt closing papers. This memo is to request the processing of the resolution.

Should you require any additional information, please do not hesitate to contact me.
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

**AMENDING THE 2017 OPERATING BUDGET AND APPROPRIATING FUNDS IN CONNECTION WITH BONDING FOR A SETTLEMENT FOR A LIABILITY CASE AGAINST THE COUNTY**

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 SETTLEMENT. 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 2017, AND DEBT SERVICE WILL COMMENCE SPRING 2018. THERE IS NO FISCAL IMPACT IN 2016 AND 2017. FISCAL IMPACT WILL BE IN THE 2018 OPERATING BUDGET.**

10. Typed Name & Title of Preparer
    Diane E. Weyer
    Chief Financial Analyst

11. Signature of Preparer
    [Signature]

12. Date
    December 14, 2016

SCIN FORM 175b (10/95)
### Suffolk County
General Obligation Serial Bonds
Level Debt

<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>5/1/2018</td>
<td>3.00%</td>
<td>$153,649.89</td>
<td>$16,200.00</td>
<td>$169,849.89</td>
<td>$169,849.89</td>
</tr>
<tr>
<td>5/1/2019</td>
<td>3.20%</td>
<td>$156,761.30</td>
<td>$6,544.29</td>
<td>$163,305.59</td>
<td>$169,849.89</td>
</tr>
<tr>
<td>5/1/2020</td>
<td>3.20%</td>
<td>$159,935.71</td>
<td>$4,957.09</td>
<td>$164,892.80</td>
<td>$169,849.89</td>
</tr>
<tr>
<td>5/1/2021</td>
<td>3.20%</td>
<td>$163,174.41</td>
<td>$3,337.74</td>
<td>$166,512.15</td>
<td>$169,849.89</td>
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<tr>
<td>5/1/2022</td>
<td>3.20%</td>
<td>$166,478.89</td>
<td>$1,685.60</td>
<td>$168,164.29</td>
<td>$169,849.89</td>
</tr>
<tr>
<td>5/1/2023</td>
<td></td>
<td>$800,000.00</td>
<td>$49,249.43</td>
<td>$849,249.43</td>
<td>$849,249.43</td>
</tr>
</tbody>
</table>

5/1/2024
5/1/2025
5/1/2026
5/1/2027
5/1/2028
5/1/2029
5/1/2030
5/1/2031
5/1/2032
5/1/2033
5/1/2034
5/1/2035
**FINANCIAL IMPACT**
**2018 PROPERTY TAX LEVY**
**COST TO THE AVERAGE TAXPAYER**

### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2016 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2018* COST TO AVG TAXPAYER</th>
<th>2016 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$169,850</td>
<td>$0.32</td>
<td>$0.001</td>
</tr>
</tbody>
</table>

### POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th></th>
<th>2016 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2018* COST TO AVG TAXPAYER</th>
<th>2016 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>2016 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2018* COST TO AVG TAXPAYER</th>
<th>2016 FV TAX RATE PER $1000</th>
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</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$169,850</td>
<td>$0.32</td>
<td>$0.001</td>
</tr>
</tbody>
</table>

*The estimated 2018 Cost to Average Taxpayer is based upon the 2016 property tax levy and is provided for informational purposes only.*

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

<table>
<thead>
<tr>
<th></th>
<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
<th>2016 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
<th>2016 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>POLICE DISTRICT AND DISTRICT COURT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
<th>2016 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COMBINED</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<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
## FINANCIAL IMPACT
**2017 PROPERTY TAX LEVY**
**COST TO THE AVERAGE TAXPAYER**

### GENERAL FUND

<table>
<thead>
<tr>
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<th>2016 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2017* COST TO AVG TAXPAYER</th>
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<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>2016 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2017* COST TO AVG TAXPAYER</th>
<th>2016 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>2016 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2017* COST TO AVG TAXPAYER</th>
<th>2016 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>

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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
RESOLUTION NO. - 2017, APPROPRIATING FUNDS IN CONNECTION WITH RENOVATIONS TO SURROGATE’S COURT (CP 1133)

WHEREAS, the Commissioner of Public Works has requested funds for the renovation of the Surrogate’s Court facility at the Riverhead County Center; 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 as revised by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $2,500,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, the Central Pine Barrens Joint Planning and Policy Commission, as SEQRA lead agency, on September 21, 2005 issued a Negative Declaration for all proposed development at the Riverhead County Center as contained the Final Resolution on the Compatible Growth Area Development of Regional Significance Hardship Application; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-nine (59) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 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 (J) of the Suffolk County Charter to complete this project; and be it further

4th RESOLVED, that the proceeds of $2,500,000 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-1133.311</td>
<td>20</td>
<td>Construction for the Renovations to</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>(Fund 001 Debt Service)</td>
<td></td>
<td>Surrogate’s Court</td>
<td></td>
</tr>
</tbody>
</table>

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, APPROPRIATING FUNDS IN CONNECTION WITH RENOVATIONS TO SURROGATE’S COURT (CP 1133)

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 2017 AND DEBT SERVICE WILL COMMENCE SPRING 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 2016 DATA.

10. Typed Name & Title of Preparer
    Nicholas Paglia Principal Budget Examiner

11. Signature of Preparer

12. Date
    December 27th, 2016

SCIN FORM 175b (10/95)
## GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2018 PROPERTY TAX LEVY</th>
<th>2018 COST TO AVG TAXPAYER</th>
<th>2018 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$197,151</td>
<td>$0.37</td>
<td>$0.001</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 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>2018 PROPERTY TAX LEVY</th>
<th>2018 COST TO AVG TAXPAYER</th>
<th>2018 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$197,151</td>
<td>$0.37</td>
<td>$0.004</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
### Suffolk County
#### General Obligation Serial Bonds
#### Level Debt

<table>
<thead>
<tr>
<th>Date</th>
<th>Coupon Rate</th>
<th>Principal</th>
<th>Interest</th>
<th>Total Debt Service</th>
<th>Fiscal Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/2018</td>
<td>5.42%</td>
<td>$142,723.57</td>
<td>$54,427.08</td>
<td>$197,150.65</td>
<td>$197,150.65</td>
</tr>
<tr>
<td>6/1/2019</td>
<td>5.42%</td>
<td>$145,830.78</td>
<td>$26,859.94</td>
<td>$171,490.71</td>
<td>$197,150.65</td>
</tr>
<tr>
<td>6/1/2020</td>
<td>5.42%</td>
<td>$149,005.64</td>
<td>$24,072.51</td>
<td>$173,078.14</td>
<td>$197,150.65</td>
</tr>
<tr>
<td>6/1/2021</td>
<td>5.42%</td>
<td>$152,249.61</td>
<td>$22,450.52</td>
<td>$174,700.13</td>
<td>$197,150.65</td>
</tr>
<tr>
<td>6/1/2022</td>
<td>5.42%</td>
<td>$155,564.21</td>
<td>$20,793.22</td>
<td>$176,357.43</td>
<td>$197,150.65</td>
</tr>
<tr>
<td>6/1/2023</td>
<td>5.42%</td>
<td>$158,950.98</td>
<td>$19,099.84</td>
<td>$178,050.82</td>
<td>$197,150.65</td>
</tr>
<tr>
<td>6/1/2024</td>
<td>5.42%</td>
<td>$162,411.47</td>
<td>$17,369.59</td>
<td>$179,781.06</td>
<td>$197,150.65</td>
</tr>
<tr>
<td>6/1/2025</td>
<td>5.42%</td>
<td>$165,947.30</td>
<td>$15,601.67</td>
<td>$181,548.98</td>
<td>$197,150.65</td>
</tr>
<tr>
<td>6/1/2026</td>
<td>5.42%</td>
<td>$169,560.12</td>
<td>$13,795.27</td>
<td>$183,355.39</td>
<td>$197,150.65</td>
</tr>
<tr>
<td>6/1/2027</td>
<td>5.42%</td>
<td>$173,251.58</td>
<td>$11,949.53</td>
<td>$185,201.12</td>
<td>$197,150.65</td>
</tr>
<tr>
<td>6/1/2028</td>
<td>5.42%</td>
<td>$177,023.41</td>
<td>$10,063.62</td>
<td>$187,087.03</td>
<td>$197,150.65</td>
</tr>
<tr>
<td>6/1/2029</td>
<td>5.42%</td>
<td>$180,877.36</td>
<td>$8,136.65</td>
<td>$189,014.01</td>
<td>$197,150.65</td>
</tr>
<tr>
<td>6/1/2030</td>
<td>5.42%</td>
<td>$184,815.21</td>
<td>$6,167.72</td>
<td>$190,982.93</td>
<td>$197,150.65</td>
</tr>
<tr>
<td>6/1/2031</td>
<td>5.42%</td>
<td>$188,838.79</td>
<td>$4,155.93</td>
<td>$192,994.72</td>
<td>$197,150.65</td>
</tr>
<tr>
<td>6/1/2032</td>
<td>5.42%</td>
<td>$192,949.97</td>
<td>$2,100.34</td>
<td>$195,050.31</td>
<td>$197,150.65</td>
</tr>
</tbody>
</table>

| Total   | $2,500,000.00 | $457,259.76 | $2,957,259.76 | $2,957,259.76 |

6/1/2034
6/1/2035
# 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>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>
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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>
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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
Commission Meeting of September 21, 2005
Quogue Wildlife Refuge,
Quogue, NY
Present: Peter Scully (for New York State), John Turner (for Brookhaven), Marty Shea (for Southampton), Chris Kent (for Riverhead), Janet Longo (for Suffolk County)

FINAL
Resolution on the Compatible Growth Area Development of Regional Significance Hardship Application for Riverhead County Center Proposed Improvements
located at SWC Nugent Drive (NYS Rte 24/CR94) and Center Drive (CR51),
Riverhead, Town of Southampton
Tax Map Number: 900-137-1-27

Whereas, the New York State Department of Environmental Conservation (NYSDEC) sent to the Commission a lead agency coordination letter dated October 6, 2004, for an application made by Suffolk County for Wild Scenic and Recreational Rivers and Freshwater Wetlands permits to construct an addition and make improvements to an existing 2-story court record storage facility and to conduct other renovations and improvements to the childcare play area, drop-off and parking area at the Riverhead County Center, and

Whereas, Commission staff sent a response dated November 5, 2004 to the NYSDEC that the project appears to be one phase or segment, and all projects contemplated at the site should be reviewed for significance together under SEQRA, and must meet Compatible Growth Area Standards for development, and

Whereas, the aforementioned correspondence mentioned if the combined projects meet the threshold for a Development of Regional Significance then guidelines would also have to be met,

Whereas, the New York State Department of Environmental Conservation (NYSDEC) sent to the Commission a lead agency coordination letter dated December 20, 2004, for the application by Suffolk County for Wild Scenic and Recreational Rivers and Freshwater Wetlands permits to construct certain additions, renovations and improvements at the Riverhead County Center,

Whereas, the NYSDEC requested in their December 20, 2004 correspondence, the jurisdiction of the Central Pine Barrens Commission, its interest to serve as lead agency and to identify issues of concern relevant to the Commission,

Whereas, the Suffolk County Department of Public Works (SCDPW) requested in correspondence dated January 18, 2005 to the NYSDEC and Central Pine Barrens Commission that the timeframe for deciding lead agency between these two agencies be extended until SCDPW could provide additional information on other contemplated improvements at the County Center,
Whereas, Mr. La Guardia, SCDPW sent to Commission staff in correspondence dated February 7, 2005, information that contained all projects for the foreseeable future at Riverhead County Center,

Whereas, a presentation was made by Suffolk County at the Commission meeting on March 16, 2005, on the proposed improvements for Riverhead County Center,

Whereas, the Commission at its March 16, 2005 meeting decided to seek lead agency status for this project and advised the County to submit one application for all the proposed improvements,

Whereas, the Suffolk County Planning Department submitted a Compatible Growth Area Development of Regional Significance application for the following proposed improvements to the Riverhead County Center to the Commission on June 14, 2005,

- Two-story 22,000 sf addition to the Riverhead County Center. This addition with an 11,000 sf footprint is needed to expand the storage space for county records. The addition will be built next to the existing record storage wing of the facility. Project planned for 2005/2007 and is considered a priority. (County Legislature Resoln No. 47-2003, CP#1643)

- Two-story 7,500sf addition to the Criminal Courts Building. New footprint of 3,750 sf. To provide additional space for the Sheriff’s office transportation section/office space, locker rooms and some additional parking. Project planned for 2007/2008. (County Legislature Resoln No. 253-2005 CP#3013)

- Parking lots/garage at County Center. Plan on paving areas formerly grass and possibly build a parking garage. Projects planned for 2005/2008. (Approx. total: 178,000 sf)

- Miscellaneous - other miscellaneous projects are planned at this site. All planned work within existing footprints.

- Stormwater Remediation to Peconic River (County Legislature Resoln No. 1243-2004, CP#8233)

- Upgrades to Power Plant - replace cooling towers and associated water cooling system and to extend the building automated system to the Criminal Courts Bldg (County Legislature Resoln No. 258-2005, CP#1715)

- Upgrade to Power Plant - replace absorption chiller, continuing energy improvements, and waterproofing of the utility tunnels. (County Legislature Resoln. No. 497-2001, CP# 1715)

- County Center Bldg - Upgrade HVAC, lighting system, improve insulation, install glass and install mandated childcare facility (County Legislature Resoln. No. 522-2003, CP# 1643)

Whereas, according to the County, the submittal represents all planned improvements for the next five years for the County Center site, with the understanding the implementation of these projects are subject to budgetary considerations and/or legislative approval,

Whereas, the Commission coordinated with involved and interested agencies by correspondence dated August 17, 2005, no objection was received within 30 calendar days and the Commission assumed lead agency status, and
Whereas, the 82.7 acre property was condemned by eminent domain for “general county purposes” in 1955 and 26.5 acres has been developed for government use with buildings, roads, parking lots, etc,

Whereas, according to the County, the property has been used for various governmental purposes including legislative functions, various county offices, the jail, criminal courts and associated facilities since prior to the 1993 Long Island Pine Barrens Protection Act (“the Act”) and the adoption of the Central Pine Barrens Comprehensive Land Use Plan, dated 1995 (“the Plan”),

Whereas, the aforementioned uses for this property for various public purposes over time have caused an increase in demand for parking and records storage, and the need for building improvements,

Whereas, several master plans and studies such as the 1970 Nassau-Suffolk Comprehensive Plan, 1992 Central Suffolk SGPA Plan, 2001 Peconic Estuary Program Comprehensive Conservation & Management Plan, and the 2003 Town of Southampton, Flanders/Northampton/Riverside Revitalization Study (Draft), and the 1995 Central Pine Barrens Comprehensive Land Use Plan document the institutional use of this property,

Whereas, the site is zoned CR200 (1 residence per 5 acres) which does not meet the clearing standard of 20% since it is 62.5 % cleared due to its institutional use that predates the Act,

Whereas, the proposed improvements shall occur mainly on existing paved or grassy areas, except for the 15,400 sf parking area for the jail area (“jail parking”), located north of the criminal courts building and just south of CR94, that would remove approximately .35 acres of wooded area,

Whereas, the site contains NYSDEC designated wetlands near Cheney Pond, the Peconic River and Little River, and nearby Cedar Pond,

Whereas, the site is located within the Wild Scenic and Recreational Rivers corridor,

Whereas, the Peconic River and Riverhead Moriches Road are identified as scenic resources in Volume 2 of the Central Pine Barrens Comprehensive Land Use Plan, dated 1995,

Whereas, the County has applied to the NYSDEC for a change in designation for the County Center complex to “community” under the Wild Scenic and Recreational Rivers Act,

Whereas, the County Center site is contiguous to the Peconic River and its designated significant fish and wildlife habitat area under the Coastal Zone Management Program, with portions of the site along the north within a designated flood area,

Whereas, the County Center site is connected to the Riverhead sewage treatment facility and all County proposals are required to be reviewed by the Suffolk County
Department of Health Services and must be in compliance with Articles 6, 7, and 12 of the Health Code,

Whereas, the Commission has considered all materials submitted in connection with the application including the transcript of the public hearing, now therefore, be it

Resolved, the NYSOPRHP in correspondence dated August 26, 2005 states the project will not have an impact on cultural or historic resources in or eligible for inclusion in the State and National Registers of Historic Places,

Resolved, the proposed projects will be consistent with the Coastal Zone Management Plan since the stormwater remediation project will benefit the significant fish and wildlife habitat areas of the Peconic River and Little River by reducing the number of discharge points to the rivers and improving the overall quality of stormwater discharged, and the construction of projects approved by this Commission will occur in existing paved and grassy areas and not in any flood area,

Resolved, the projects will not occur in proximity to Cheney Pond and will therefore not impact the tiger salamander ponds, the Atlantic White Cedar Swamp (rare plant and community type, G3G4S1) and Hessel’s Hairstreak (endangered butterfly) located nearby Cheney Pond,

Resolved, the Commission hereby determines that the proposal is a Type 1 action pursuant to SEQRA and the grant of a hardship exemption will not have a significant adverse impact on the environment based on the mitigating measures and conditions enumerated in this resolution and therefore issues a negative declaration on the project, and be it further

Resolved, that NYS BCL Article 57 provides that no application for development shall be approved by any municipality or agency thereof unless such approval or grant conforms to Article 57 and the Plan, and absent a hardship exemption granted by the Commission the project does not conform due to the existing clearing and amount of fertilizer dependent vegetation onsite, that predates the Act, and its construction in proximity to wetlands and within the Wild Scenic and Recreational Rivers Corridor, predates the Act, and be it further,

Resolved, this project is a Development of Regional Significance and must meet standards and guidelines for development, however, Article 57 enables the Commission by majority vote to waive strict compliance with this Plan upon finding that such waiver is necessary to alleviate a demonstrated hardship, and be it further

Resolved, that the County has demonstrated that the hardship is unique to this site since it was developed for institutional uses prior to the Act of 1993, that effect its ability to conform with the standards as mentioned previously and guidelines related to wetland buffers, the protection of scenic and recreational resources, and roadside design and management, that are contained in the Plan, and be it further

Resolved, the hardship does not apply to a substantial portion of the community surrounding the project because the surrounding land is mainly County preserve land, this
institutional facility was cleared and built prior to the Act, and has existed in this community since 1956, and the proposed improvements will occur in existing paved and grassy areas, therefore the relief granted will not alter the essential character of the community, and be it further

Resolved, the applicant has demonstrated that in order to alleviate a hardship it is necessary to waive strict compliance with the Plan and Article 57 to allow the projects as previously described, to be constructed, in order to further improve the public use and access to the government facilities at this complex, and improve and maintain the quality of the Peconic and Little Rivers and their associated freshwater wetlands, and be it further

Resolved, the application is approved for projects depicted on the aerial photograph prepared by the Suffolk County Department of Public Works, “Proposed Improvements to the Riverhead County Center & Jail”, County Center, Riverhead, New York, dated December 11, 2003, revised April 29, 2005 subject to the following conditions:

1. There shall be no further clearing of natural vegetation onsite.
2. The proposed 15,400 sf parking area (38 spaces) located to the north of the Criminal Courts Building and adjacent to CR94 shall instead be relocated to an existing paved or grassy area elsewhere onsite.
3. The proposed Surrogate Court parking near Center Drive shall be shielded from the street with street trees and landscaping with native plants to reduce visual impacts.
4. The County shall submit when available the final proposed location of the 2 story parking garage to ensure conformance with this hardship waiver and shall submit to the NYSDEC to ensure conformance with the Wild Scenic and Recreational Rivers Act.
5. Commission recommends that the County consider locating the 2-story parking garage between the County Center Building and Criminal Courts Building where it would serve more buildings and would be potentially less visible from the street.
6. The County shall incorporate street trees that are a minimum of 1-1/2 inch caliber in size along Center Drive to reduce the visual impact of the overall facility.
7. The County shall obtain and comply with the necessary NYSDEC permits to mitigate any impacts to wetlands and the Peconic River, and Suffolk County Health Department permits.

Resolved, the granting of this hardship exemption is consistent with the purposes and provisions of Article 57 and will not result in a substantial impairment of the resources of the Central Pine Barrens.

Motion on SEQRA Determination and Project Approval
Made by: M. Shea Seconded by: C. Kent
Vote: Yes 5
No 0
MEMORANDUM OF SUPPORT

TITLE OF BILL: A resolution to appropriate funds in connection with Renovations to Surrogate's Court (Capital Program Number 1133).

PURPOSE OR GENERAL IDEA OF BILL: To authorize the issuance of Suffolk county Serial Bonds in connection with construction of building improvements.

SUMMARY OF SPECIFIC PROVISIONS: Building improvements include a fire sprinkler installation, HVAC and electrical upgrades, energy efficient lighting, new ceilings, asbestos abatement and bathroom renovations.

JUSTIFICATION: The improvements are needed to replace outdated and inefficient mechanical / electrical systems, enhance fire protection as required by code to complete the entire Riverhead County Center sprinkler system and provide ADA access to bathrooms.

FISCAL IMPLICATIONS: The improvements will add many decades of extended use and lessen maintenance costs.
RESOLUTION NO. 1015 -2017, AMENDING THE 2017 CAPITAL PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE IMPROVEMENTS TO BUILDINGS AND FACILITIES COUNTYWIDE (CP 1817)

WHEREAS, the Commissioner of Public Works has requested the appropriation of funds in connection with Improvements to Buildings and Facilities Countywide; and

WHEREAS, there are sufficient funds within the 2017 Capital Budget and Program to cover the cost of said request and it has been reviewed and approved by the Commissioner of Public Works; 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 project will include all ancillary capital costs associated with improvements to buildings and facilities countywide including costs associated with moving various County departments and modifying those locations; 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 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) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the resolution concerns 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 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 (50), 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. 1817
Project Title: Improvements to Buildings and Facilities Countywide
<table>
<thead>
<tr>
<th>Total Estimated Cost</th>
<th>Current 2017 Capital Program and Budget</th>
<th>Revised 2017 Capital Program and Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Planning</td>
<td>$0</td>
<td>$50,000 B</td>
</tr>
<tr>
<td>2. Construction</td>
<td>$500,000</td>
<td>$500,000 B</td>
</tr>
<tr>
<td>3. F&amp;E</td>
<td>$100,000</td>
<td>$0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$550,000</td>
<td>$550,000</td>
</tr>
</tbody>
</table>

4th RESOLVED, that the proceeds of the $550,000 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-1817.313</td>
<td>Construction of Improvements to Buildings and Facilities Countywide</td>
<td>$450,000</td>
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<tr>
<td>(Fund 001 Debt Svc)</td>
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<td></td>
</tr>
<tr>
<td>525-CAP-1817.511</td>
<td>Furnishings &amp; Equipment for Improvements to Buildings and Facilities Countywide</td>
<td>$100,000</td>
</tr>
<tr>
<td>(Fund 001 Debt Svc)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:
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>
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</tr>
</tbody>
</table>

2. Title of Proposed Legislation

RESOLUTION NO. -2017, AMENDING THE 2017 CAPITAL PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE IMPROVEMENTS TO BUILDINGS AND FACILITIES COUNTYWIDE (CP 1817)

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 2017 AND DEBT SERVICE WILL COMMENCE SPRING 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 2016 DATA.

10. Typed Name & Title of Preparer
    Nicholas Paglia
    Principal Budget Examiner

11. Signature of Preparer
    [Signature]

12. Date
    December 27th, 2016

SCIN FORM 175b (10/95)
## FINANCIAL IMPACT
### 2018 PROPERTY TAX LEVY
#### COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2018 PROPERTY TAX LEVY</th>
<th>2018 COST TO AVG TAXPAYER</th>
<th>2018 FV TAX RATE PER $1000</th>
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</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$43,373</td>
<td>$0.08</td>
<td>$0.000</td>
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### POLICE DISTRICT AND DISTRICT COURT

<table>
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<tr>
<th></th>
<th>2018 PROPERTY TAX LEVY</th>
<th>2018 COST TO AVG TAXPAYER</th>
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### COMBINED

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<th>2018 PROPERTY TAX LEVY</th>
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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.

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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**NOTES:**
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
MEMORANDUM OF SUPPORT

TITLE OF BILL: A resolution to appropriate funds in connection with Improvements to Buildings and Facilities Countywide (Capital Program Number 1817).

PURPOSE OR GENERAL IDEA OF BILL: To authorize the issuance of Suffolk County Serial Bonds in connection with construction projects to improve County buildings and facilities.

SUMMARY OF SPECIFIC PROVISIONS: The funding will be used to improve and consolidate space at the H. Lee Dennison Building and other designated County Facilities which are being planned in-house. The H. Lee Dennison building presently lacks spatial efficiencies and is in overall need of renovations due to age, wear and tear. Additional user groups will be merged from other locations to backfill space made available.

JUSTIFICATION: Re-configuring user functions for improved space efficiencies and consolidations will make more space available for merging additional groups.

FISCAL IMPLICATIONS: Savings will be achieved via operating efficiencies of occupant group consolidation leading to a decreased requirement for leased space.
MEMORANDUM

TO: Jon Schneider, Deputy County Executive
FROM: Gilbert Anderson, P. E., Commissioner
DATE: December 12, 2016
RE: CP 1817 – Improvements to Buildings and Facilities Countywide

Attached for your review is a draft resolution amending and appropriating the sum of $450,000 construction and $100,000 furniture and equipment funding for 2017 for the improvements related to the office restacking, consolidation and miscellaneous projects within Suffolk County buildings. This includes costs associated with moving various County departments and modifying those locations.

This action is considered a Type II Action under SEQRA pursuant to Section 617.5 (C) (2) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the scope concerns replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet applicable codes.

An e-mail copy of the resolution has been sent to CE RESO Review sent under the title Reso-DPW-CP 1817 Imp to Bldgs.doc.

GA/KL/ba
Attachments
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Theresa Ward, Acting Commissioner, Intergovernmental Relations
Michael J. Monaghan, P.E., Chief Engineer
James J. Ingenito, R.A., County Architect
Keith Larsen, R.A., Capital Projects Manager
Charles Jaquin, General Services Manager
CE RESO Review (e-mail)

WHEREAS, the U.S. Department of Justice, Office of Justice Programs has awarded Suffolk County 100% federal grant funds for the DNA Backlog Reduction Program FY16 to be implemented by the Office of the Medical Examiner, Crime Laboratory; and

WHEREAS, this program aims to reduce DNA backlog by increasing the throughput and timeliness of forensic analysis of evidence submitted to the Biological Sciences Section, and

WHEREAS, this grant has a start date of January 1, 2017 and ends on December 31, 2018 in which the County will receive 100% grant funding in the amount of $168,708 for the DNA Backlog Reduction Program FY16; and

WHEREAS, these funds will be used to purchase a replacement freezer and fund laboratory support staff; and

WHEREAS, these funds are not included in the 2017 Adopted Operating Budget and need to be appropriated; now, therefore be it

1st RESOLVED, the County Comptroller be and hereby is authorized to accept $168,708 and appropriate said federal grant funds as follows:

DNA Backlog Reduction Program FY16 - $168,708

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>001</td>
<td>MED</td>
<td>4745</td>
<td>4439</td>
<td>$168,708</td>
</tr>
</tbody>
</table>

ORGANIZATIONS

Suffolk County Office of the Medical Examiner
DNA Backlog Reduction Program FY16
001-MED-4745 $168,708

2000-EQUIPMENT: $9,913

<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>
</table>
4000-CONTRACTUAL EXPENSES:  $158,795

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
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</thead>
<tbody>
<tr>
<td>001</td>
<td>MED</td>
<td>DEG</td>
<td>4745</td>
<td>4580</td>
<td>0000</td>
<td>Fees for Services: Non-Employee</td>
<td>$158,795</td>
</tr>
</tbody>
</table>

and be it further

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

3\textsuperscript{rd} RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

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

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 grant funds from the U.S. Department of Justice in the amount of $188,708 for the DNA Backlog Reduction Program FY16 administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory 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 U.S. Department of Justice to the Suffolk County Office of the Medical Examiner, Crime Laboratory for the DNA Backlog Reduction Program FY16.

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

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

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

6. If the answer to item 4 is “yes”, Provide Detailed Explanation of Impact:
N/A

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
None

8. Proposed Source of Funding
U.S. Department of Justice, Office of Justice Programs

9. Timing of Impact
2017-2018

10. **Typed Name & Title of Preparer**
Liza Wright
Senior Budget Analyst

11. **Signature of Preparer**
Liza Wright

12. **Date**
12/14/16

SCIN FORM 175b (10/95)
2017 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating 100% federal grant funds from the U.S. Department of Justice in the amount of $168,708 for the DNA Backlog Reduction Program FY16 administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory 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 U.S. Department of Justice, Office of Justice Programs to the Suffolk County Office of the Medical Examiner, Crime Laboratory.

SUMMARY OF SPECIFIC PROVISIONS: None.

JUSTIFICATION: This program aims to reduce DNA backlog by increasing the throughput and timeliness of forensic analysis of evidence submitted to the Biological Sciences Section of the Crime Laboratory. These funds will be used to replace a freezer used for storage of DNA evidence samples and to provide laboratory support staff through a contracted agency.

FISCAL IMPLICATIONS: Accept and appropriate $168,708 in federal grant funds to the 2017 Adopted Operating Budget.
December 15, 2016

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to accept and appropriate 100% federal grant funds from the U.S. Department of Justice in the amount of $168,708 for the DNA Backlog Reduction Program FY16 administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute grant related agreements. This program aims to reduce DNA backlog by increasing the throughput and timeliness of forensic analysis of evidence submitted to the Biological Sciences Section of the Crime Laboratory.

I enclose the financial impact statement and other back-up materials for this Resolution. If you have any questions, please contact Liza Wright at 853-5525. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is “Reso-MED-DNA Backlog Reduction FY16.doc”

Sincerely,

Michael J. Caplan M.D.
Chief Medical Examiner

Enclosures
September 8, 2016

Mr. Denis Cohen
County of Suffolk
100 Veterans Memorial Highway
Hauppauge, NY 11788

Dear Mr. Cohen:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY16 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program in the amount of $168,708 for County of Suffolk. This funding is for the project titled, "FY 2016 DNA Capacity Enhancement and Backlog Reduction Program."

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Alissa Genovese, Grant Manager at (202) 514-9554; and

- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at asc.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Karol Virginia Mason
Assistant Attorney General

Enclosures
Project DNA Backlog Reduction Program FY16
Contract Period: 1/1/2017 to 12/31/2018
Budget Period: 1/1/2017 to 12/31/2018
Multi-Term Period: Yes 2-year contract
U.S. Department of Justice, Office of Justice Programs Contract No.: 2016-DN-BX-0067

APPROVED as to Form:
Dennis M. Brown
County Attorney

By: ____________________________
Samantha McEachin
Assistant County Attorney
Date: 10/7/16

County of Suffolk
Office of the Medical Examiner Approved:

By: ____________________________
Dr. Michael J. Caplan
Chief Medical Examiner
Date: 05/16/16
September 8, 2016

Mr. Dennis Cohen
County of Suffolk
100 Veterans Memorial Highway
Hauppauge, NY 11788

Dear Mr. Cohen:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.
Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or granting administrative decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. 3789(e); the Victims of Crime Act of 1984, as amended, 42 U.S.C. 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. 5157(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions.

Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. B); and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(e), 205(c)(5)).
Meeting the EEOP Requirement:

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR’s website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EE0Submission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Atton
Director

cc: Grant Manager
Financial Analyst
1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
County of Suffolk
100 Veterans Memorial Highway
Hauppauge, NY 11788

4. AWARD NUMBER: 2016-DN:00-0067

5. PROJECT PERIOD: FROM 01/01/2017 TO 12/31/2018
BUDGET PERIOD: FROM 01/01/2017 TO 12/31/2018

6. AWARD DATE 09/08/2016
7. ACTION Initial

8. SUPPLEMENT NUMBER 00

9. PREVIOUS AWARD AMOUNT 0

10. AMOUNT OF THIS AWARD $168,708
11. TOTAL AWARD $168,708

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY16(NJ- S&LEA DNA/Other Forensic) PEB. L. No. 114-111, 129 Stat. 2242, 2308; 28 USC 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.741 - DNA Backlog Reduction Program

15. METHOD OF PAYMENT
CPKS

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Karel Virginia Mason
Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Denis Cohen
Chief Deputy County Executive

17. SIGNATURE OF APPROVING OFFICIAL
Karel Virginia Mason

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

20. ACCOUNTING CLASSIFICATION CODES

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21. RONGI0253

GJP FORM 49002 (REV. 3-87) PREVIOUS EDITIONS ARE OBSOLETE.
SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at http://www.ojp.gov/training/fmis.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.
SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(g), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at http://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (First-tier "subgrantees") including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP website at http://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at http://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.
8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $50,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract if contract would exceed $150,000), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences as that term is defined by DOJ, including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.
SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold or practice a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at http://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Browse/FY2016-
AppropriationsLawRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.
SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--
   a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
   b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
   a. it represents that--
      (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
      (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
   b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
SPECIAL CONDITIONS

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

   The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

   The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

   Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

   Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

24. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

   The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

   It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

   The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.
### SPECIAL CONDITIONS

25. To assist in information sharing, the award recipient shall provide the NIJ program manager with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Award No. 2016-DN-BX-0067 awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

26. The recipient shall transmit to the NIJ program manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.

27. Pursuant to 28 C.F.R. Part 18, OJP may suspend or terminate funding under this award before the completion of the project funded by this award, for the recipient's failure to comply with these special conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the recipient will be unable to draw down funds until OJP determines that the recipient is in compliance.

28. The recipient and any subrecipients must comply with all applicable federal laws and regulations, including those identified in the forms entitled "Standard Assurances" and the "Certifications Regarding Lobbying, Debarment and Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements," currently posted at http://ojp.gov/funding/apply/forms.htm.

29. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

30. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://ojp.gov/funding/explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

32. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov.
SPECIAL CONDITIONS

33. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

34. Semiannual performance measure data reporting - Forensic DNA casework and capacity enhancement

The recipient agrees to submit applicable performance measure data regarding forensic DNA casework and capacity enhancement with its semiannual progress reports. With respect to such data, the reports should contain:

1. Information regarding baseline performance metrics (for capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the beginning of the award period; and the average number of forensic DNA samples analyzed per analyst/month at the beginning of the award period; for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the beginning of the award period;)

2. Progress performance metrics (for capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the end of the reporting period; and the average number of forensic DNA samples analyzed per analyst/month at the end of the reporting period; for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the end of the reporting period; the number of forensic biology/DNA cases analyzed during the reporting period using funds provided under this award; and the number of DNA profiles from forensic analyses entered into CODIS during the reporting period as a result of the funds provided under this award; and (3) impact performance metrics (for forensic casework DNA backlog reduction projects -- the number of CODIS hits during the reporting period attributable to the forensic analyses funded under this award).

For the purposes of performance measure data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.
35. Semiannual Performance Measure Data Reporting - DNA database sample analysis and capacity enhancement

If the recipient uses award funds for DNA database sample analysis or capacity enhancement, the recipient agrees to submit applicable performance measure data with its semiannual progress reports. With respect to such data, the reports should contain: (1) information regarding baseline performance metrics (for DNA database laboratory capacity enhancement projects – the average number of DNA database samples analyzed per analyst/month at the beginning of the award period; the average number of days between the submission of a DNA database sample to the laboratory and the upload of the DNA profile to CODIS at the beginning of the award period; for DNA database backlog reduction projects – the number of backlogged DNA database samples at the beginning of the award period); (2) progress performance metrics (for capacity enhancement projects – the average number of DNA database samples analyzed per analyst/month at the end of the reporting period, the average number of days between the submission of a DNA database sample to the laboratory and the upload of the profile to CODIS at the end of the reporting period; for DNA database backlog reduction projects – the number of backlogged DNA database samples at the end of the reporting period, the number of DNA database samples analyzed during the reporting period using funds from this award, and the number of DNA profiles from DNA database samples entered into CODIS during the reporting period as a result of the funds provided under this award); and (3) impact performance metrics (for DNA database backlog reduction projects – the number of CODIS hits during the reporting period resulting from DNA database profiles developed using funds provided under this award).

For the purposes of performance measure data reporting, a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.
36. Final performance measure data reporting

   The recipient agrees to submit applicable performance measure data with its final report. With respect to data
   concerning forensic DNA activities, the final report should contain: (1) for forensic DNA capacity enhancement
   projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the
   laboratory and the delivery of the test results to the requesting agency at the end of the project period, and the average
   number of forensic DNA samples analyzed per analyst/month at the end of the project period; and (2) for forensic
   casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the end of the
   project period, the cumulative number of forensic biology/DNA cases analyzed using funds provided under this award,
   the cumulative number of DNA profiles from forensic analyses entered into CODIS as a result of the funds provided
   under this award, and the cumulative number of CODIS hits attributable to forensic DNA analyses funded under this
   award.

   For the purposes of performance measure data reporting, a backlogged forensic biology/DNA case is defined as a
   forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.

   If the recipient uses award funds for DNA database sample analysis or capacity enhancement, the recipient also agrees
   to submit applicable performance measure data with its final report. With respect to such data, the final report should
   contain: (1) for DNA database laboratory capacity enhancement projects -- the average number of DNA database
   samples analyzed per analyst/month at the end of the project period; the average number of days between the
   submission of a DNA database sample to the laboratory and the upload of the profile to CODIS at the end of the project
   period, and (2) for DNA database backlog reduction projects -- the number of backlogged DNA database samples at
   the end of the project period, the cumulative number of DNA database samples analyzed using funds provided under
   this award, the cumulative number of profiles from DNA database samples entered into CODIS as the result of funds
   provided under this award, and the cumulative number of CODIS hits resulting from DNA database profiles developed
   using funds provided under this award.

   For the purposes of performance measure data reporting, a backlogged DNA database sample is defined as a DNA
   database sample that has not been completed within 30 days of receipt in the laboratory.

   The recipient shall ensure that all required performance measure data are collected throughout the award period.
37. Privacy; quality assurance; CODIS/NDIS

The recipient shall ensure that each DNA analysis conducted and DNA profile generated under this award is maintained pursuant to all applicable Federal privacy requirements, including those described in 42 U.S.C. section 14132(b)(3).

The recipient shall ensure that all forensic DNA analyses conducted with funding under this award are performed either (1) by accredited government-owned laboratories, or (2) through accredited fee-for-service vendors. Accreditation must be by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community.

The recipient shall ensure that any laboratory that conducts forensic DNA analyses under this award undergoes external audits, not less than once every two years, that demonstrate compliance with the Quality Assurance Standards for Forensic DNA Testing Laboratories established by the Director of the Federal Bureau of Investigation.

The recipient shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and, where applicable, uploaded to the National DNA Index System (NDIS). No profiles generated with funding from this award may be entered into any non-governmental database without prior express written approval from NIJ.

If any government-owned forensic laboratory that will receive funding under this award to conduct forensic DNA analyses is not a member of NDIS, the laboratory must have a written agreement in place with an NDIS-participating laboratory for the resulting eligible forensic DNA profiles to be entered into CODIS, and, where applicable, uploaded into NDIS.

If the recipient operates a state-designated DNA database laboratory, the recipient shall ensure that analyses of DNA database samples and reviews of associated DNA profiles conducted with funding under this award are performed by a laboratory that (1) is accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and (2) undergoes external audits, not less than once every two years, that demonstrate compliance with the requirements of the Quality Assurance Standards for DNA Databasing Laboratories established by the Director of the Federal Bureau of Investigation. The recipient shall ensure that any DNA database samples analyzed with funding under this award are analyzed for all 13 CODIS core STR loci, using commercially available PCR kits accepted by NDIS. The recipient shall also ensure that all profiles obtained from DNA database samples with funding from this award are entered into CODIS within 90 days of completion of analysis, and uploaded into NDIS.

The recipient agrees to notify NIJ promptly upon any change in the accreditation status of any of the forensic science laboratories that receive funding under this award, or their participation in NDIS.

38. No research; nonsupplanting of State or local government funds

The recipient shall ensure that none of the funds provided under this award are used for research or statistical projects or activities as defined by 28 CFR Part 22 or for research as defined by 28 CFR Part 46. Any questions concerning this provision should be directed to the NIJ program manager for the award.

The recipient shall ensure that Federal funds made available through this award will not supplant State or local government funds, but instead will be used to increase the amount of funds that would, in the absence of Federal funds, be available from State or local government sources for activities funded through this award.

The recipient agrees to notify NIJ promptly if the recipient receives new State or local government funding for any of the purposes included in the approved application for this award.
SPECIAL CONDITIONS

39. The recipient agrees to notify NIJ promptly upon any significant reduction in the recipient's estimate of the number of backlogged forensic DNA cases that will be analyzed within twenty-four months using the funds provided under this fiscal year 2016 award, above and beyond those that will be analyzed using funds from other sources.

If applicable, the recipient agrees to notify NIJ promptly upon any significant reduction in the recipient's estimate of the number of DNA database samples that will be analyzed, or associated DNA profiles reviewed, within twenty-four months using the funds provided under this fiscal year 2016 award, above and beyond those that can be analyzed or reviewed using funds from other sources.

40. The recipient understands and agrees that gross income (revenues) from fees charged for DNA testing services constitute program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied to the NIJ DNA Capacity Enhancement and Backlog Reduction Program by the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit.

The recipient understands and agrees that program income earned during the award period only may be expended only for permissible uses of funds specifically identified in the solicitation for the NIJ FY 2016 DNA Capacity Enhancement and Backlog Reduction Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the FY 2016 program solicitation.

The recipient understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended within ninety (90) days of the end of the award period must be returned to OJP.

41. The recipient understands and agrees that, throughout the award period, it must promptly notify NIJ if it either starts or stops charging fees for DNA testing services, or if it revises its method of allocating fees received for DNA testing services to program income. Notice must be provided in writing to the NIJ program manager for the award within ten (10) business days of implementation of the change.

42. Absent prior express written approval from NIJ, rates for any lodging charged to the award may not exceed the posted GSA rate for the location. (If the recipient opts to obtain lodging at a higher rate, the cost differential, including associated taxes, may not be charged to the award.)
SPECIAL CONDITIONS

43. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipient or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of—(1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or altered circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

44. The recipient may not obligate, expend, or draw down any funds until a revised proposal (and any necessary modifications to the budget and budget narrative) has been received and approved by the National Institute of Justice, and a Grant Adjustment Notice has been issued removing this condition.

45. The recipient may not obligate, expend, or draw down any funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 (including Appendix D), and a Grant Adjustment Notice (GAN) has been issued removing this condition.

46. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
Memorandum To: Official Grant File

From: Alissa Genovese, Program Manager

Subject: Environmental Assessment for County of Suffolk

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.
This project is supported under FY15(NU - S&LEA DNA/Other Forensics) Pub. L. No. 114-113, 129 Stat. 2242, 2308; 28 USC 535C

<table>
<thead>
<tr>
<th>1. STAFF CONTACT (Name &amp; telephone number)</th>
<th>2. PROJECT DIRECTOR (Name, address &amp; telephone number)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alisa Genovese (202) 514-9354</td>
<td>Joseph Goldi</td>
</tr>
<tr>
<td></td>
<td>Forensic Scientist IV</td>
</tr>
<tr>
<td></td>
<td>725 Veterans Mem. Hwy Bldg. 487</td>
</tr>
<tr>
<td></td>
<td>PO Box 6100</td>
</tr>
<tr>
<td></td>
<td>Hampton, NY 11784-0699</td>
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<tr>
<td></td>
<td>(631) 853-5585</td>
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<th>3b. CNS CODES (See instructions on reverse)</th>
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<td>DNA Capacity Enhancement and Backlog Reduction Program</td>
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<th>4. TITLE OF PROJECT</th>
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<tr>
<td>NU FY 15 DNA Capacity Enhancement and Backlog Reduction Program - Suffolk County NY</td>
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<tr>
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<th>6. NAME &amp; ADDRESS OF SUBGRANTEE</th>
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<tbody>
<tr>
<td>County of Suffolk</td>
<td></td>
</tr>
<tr>
<td>100 Veterans Memorial Highway</td>
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<tr>
<td>Hampton, NY 11784</td>
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<th>7. PROGRAM PERIOD FROM: 01/01/2017 TO: 12/31/2018</th>
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<th>8. BUDGET PERIOD FROM: 01/01/2017 TO: 12/31/2018</th>
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<td>10. DATE OF AWARD 09/08/2016</td>
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<th>14. THIRD YEAR'S BUDGET AMOUNT</th>
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<tr>
<th>15. SUMMARY DESCRIPTION OF PROJECT (See instructions on reverse)</th>
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<tr>
<td>The 2015 Forensic DNA Backlog Reduction program is intended for increasing the throughput and timeliness of forensic analysis of evidence submitted to the Suffolk County Crime Laboratory Biological Sciences Section. This task is to be completed in two separate ways. First, capacity and efficiency will be maintained through the purchase of a freezer to store evidence DNA samples. This will permit continuation of our capacity to store frozen casework samples for defense inquiries. Second, funds will be used for the hiring of two contract employees. These analysts will assist in the screening of backlogged biological evidence from criminal investigations, including property crime and sexual assault cases with no suspects. The samples processed by these analysts will then undergo DNA analysis and the resulting DNA profiles will be entered into the CODIS DNA Database. This may ultimately lead to CODIS hits that can solve those cases. Without the contract employees, these cases would be backlogged due to our current manpower constraints.</td>
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OJP FORM 4000/2 (RSV. 4-18)
RESOLUTION NO. - 2017, ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS PASSED THROUGH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES IN THE AMOUNT OF $24,112 FOR THE 2016 PAUL COVERDELL FORENSIC SCIENCES IMPROVEMENT GRANT ADMINISTERED BY THE SUFFOLK COUNTY OFFICE OF THE MEDICAL EXAMINER, CRIME LABORATORY AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the U.S. Department of Justice passed through the New York State Division of Criminal Justice Services has awarded Suffolk County 100% federal grant funds for the 2016 Paul Coverdell Forensic Sciences Improvement Grant to be implemented by the Office of the Medical Examiner, Crime Laboratory; and

WHEREAS, this program aims to improve the quality and timeliness of forensic science and medical examiner services; and

WHEREAS, this grant has a start date of January 1, 2017 and ends on December 31, 2017 in which the County will receive 100% grant funding in the amount of $24,112 for the 2016 Paul Coverdell Forensic Sciences Improvement Grant; and

WHEREAS, these funds will be used for laboratory accreditation fees; and

WHEREAS, these funds are not included in the 2017 Adopted Operating Budget and need to be appropriated; now, therefore be it

1st RESOLVED, the County Comptroller be and hereby is authorized to accept $24,112 and appropriate said federal grant funds as follows:

2016 Paul Coverdell Forensic Sciences Improvement Grant - $24,112

**REVENUES**

<table>
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<tr>
<th>Fund</th>
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<th>Unit</th>
<th>Revenue Code</th>
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<td>001</td>
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<td>4747</td>
<td>4441</td>
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**ORGANIZATIONS**

Suffolk County Office of the Medical Examiner
2016 Paul Coverdell Forensic Sciences Improvement Grant
001-MED-4747 $24,112

3000 – Supplies: $24,112
and be it further

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

3\textsuperscript{rd} RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

________________________________________
County Executive of Suffolk County
Date of Approval:
**STATEMENT OF FINANCIAL IMPACT**  
**OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. **Type of Legislation**  
<table>
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<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
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2. **Title of Proposed Legislation**  
   Accepting and appropriating 100% federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $24,112 for the 2016 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory 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 the New York State Division of Criminal Justice Services in the amount of $24,112 for the 2016 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute related agreements. This grant program is awarded to help laboratories improve the quality and timeliness of forensic science and medical examiner services.

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

5. **If the answer to item 4 is “yes”, on what will it impact?** (Circle appropriate category)  
   - County
   - 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:**  
   None

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

8. **Proposed Source of Funding**  
   100% Federal grant funds passed through the New York State Division of Criminal Justice Services.

9. **Timing of Impact**  
   2017

10. **Typed Name & Title of Preparer**  
    Liza Wright  
    Senior Budget Analyst

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

12. **Date**  
    12/14/16

SCIN FORM 175b (10/95)
2017 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating 100% federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $24,112 for the 2016 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory 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 US Department of Justice passed through the New York State Division of Criminal Justice Services for the 2016 Paul Coverdell Forensic Sciences Improvement Grant for the Suffolk County Office of the Medical Examiner, Crime Laboratory.

SUMMARY OF SPECIFIC PROVISIONS: None.

JUSTIFICATION: The grant funds passed-through the New York State Division of Criminal Justice Services are awarded to help laboratories improve the quality and timeliness of forensic science services and to eliminate backlogs in the analysis of forensic evidence. The Suffolk County Office of the Medical Examiner, Crime Laboratory will use these funds for laboratory accreditation fees.

FISCAL IMPLICATIONS: Accept and appropriate $24,112 in federal grant funds to the 2017 Adopted Operating Budget.
December 15, 2016

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to accept and appropriate 100% federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $24,112 for the 2016 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Crime Laboratory and to execute grant related agreements. This program aims to improve the quality and timeliness of forensic science and medical examiner services.

I enclose the financial impact statement and other back-up materials for this Resolution. If you have any questions, please contact Liza Wright at 853-5525. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is “Reso-MED-2016 Coverdell Grant-Crime Lab.doc”

Sincerely,

Michael J. Caplan M.D.
Chief Medical Examiner

Enclosures
RESOLUTION NO. - 2017, ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS PASSED THROUGH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES IN THE AMOUNT OF $24,112 FOR THE 2016 PAUL COVERDELL FORENSIC SCIENCES IMPROVEMENT GRANT ADMINISTERED BY THE SUFFOLK COUNTY OFFICE OF THE MEDICAL EXAMINER, TOXICOLOGY LABORATORY AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the U.S. Department of Justice passed through the New York State Division of Criminal Justice Services has awarded Suffolk County 100% federal grant funds for the 2016 Paul Coverdell Forensic Sciences Improvement Grant to be implemented by the Office of the Medical Examiner, Toxicology Laboratory; and

WHEREAS, this program aims to improve the quality and timeliness of forensic science and medical examiner services, and

WHEREAS, this grant has a start date of January 1, 2017 and ends on December 31, 2017 in which the County will receive 100% grant funding in the amount of $24,112 for the 2016 Paul Coverdell Forensic Sciences Improvement Grant; and

WHEREAS, these funds will be used for overtime costs for laboratory support staff and for outside laboratory testing; and

WHEREAS, these funds are not included in the 2017 Adopted Operating Budget and need to be appropriated; now, therefore be it

1st RESOLVED, the County Comptroller be and hereby is authorized to accept $24,112 and appropriate said federal grant funds as follows:

2016 Paul Coverdell Forensic Sciences Improvement Grant - $24,112

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>001</td>
<td>MED</td>
<td>4746</td>
<td>4440</td>
<td>$24,112</td>
</tr>
</tbody>
</table>

ORGANIZATIONS

Suffolk County Office of the Medical Examiner
2016 Paul Coverdell Forensic Sciences Improvement Grant
001-MED-4746 $24,112

1000-PERSONAL SERVICES: $22,843
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
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>
</table>

2. Title of Proposed Legislation
Accepting and appropriating 100% federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $24,112 for the 2016 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Toxicology Laboratory 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 the New York State Division of Criminal Justice Services in the amount of $24,112 for the 2016 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Toxicology Laboratory and to execute related agreements. This grant program is awarded to help laboratories improve the quality and timeliness of forensic science and medical examiner 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)

<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:
None

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

8. Proposed Source of Funding
100% federal grant funds passed through the New York State Division of Criminal Justice Services.

9. Timing of Impact
2017

10. Typed Name & Title of Preparer
Liza Wright
Senior Budget Analyst

11. Signature of Preparer
Liza Wright

12. Date
12/4/16

SCIN FORM 175b (10/95)
TITLE OF BILL: Accepting and appropriating 100% federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $24,112 for the 2016 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Toxicology Laboratory 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 US Department of Justice passed through the New York State Division of Criminal Justice Services for the 2016 Paul Coverdell Forensic Sciences Improvement Grant for the Suffolk County Office of the Medical Examiner, Toxicology Laboratory.

SUMMARY OF SPECIFIC PROVISIONS: None.

JUSTIFICATION: The grant funds passed-through the New York State Division of Criminal Justice Services are awarded to help laboratories improve the quality and timeliness of forensic science services and to eliminate backlogs in the analysis of forensic evidence. The Suffolk County Office of the Medical Examiner, Toxicology Laboratory will utilize these funds for overtime costs for laboratory support staff and for testing done by an outside laboratory.

FISCAL IMPLICATIONS: Accept and appropriate $24,112 in federal grant funds to the 2017 Adopted Operating Budget.
December 15, 2016

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to accept and appropriate 100% federal grant funds passed through the New York State Division of Criminal Justice Services in the amount of $24,112 for the 2016 Paul Coverdell Forensic Sciences Improvement Grant administered by the Suffolk County Office of the Medical Examiner, Toxicology Laboratory and to execute grant related agreements. This program aims to improve the quality and timeliness of forensic science and medical examiner services.

I enclose the financial impact statement and other back-up materials for this Resolution. If you have any questions, please contact Liza Wright at 853-5525. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is “Reso-MED-2016 Coverdell Grant-Tox Lab.doc”

Sincerely,

Michael J. Caplan M.D.
Chief Medical Examiner

Enclosures
RESOLUTION NO. -2017, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $133,233 FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE SUFFOLK COUNTY POLICE DEPARTMENT’S 2017 MOTOR VEHICLE THEFT AND INSURANCE FRAUD (MVTIF) PREVENTION PROGRAM WITH 80% SUPPORT.

WHEREAS, the New York State Division of Criminal Justice Services has made $133,233 in State Motor Vehicle Theft and Insurance Fraud Prevention Program funds available to Suffolk County for the continuance of the Suffolk County Police Department’s Motor Vehicle Theft and Insurance Fraud Prevention Program, formerly Operation Hot Wheels; and

WHEREAS, this program is designed to reduce the incidence of motor vehicle theft and insurance fraud within Suffolk County through enhanced investigations and enforcement; and

WHEREAS, the operational period of the program will be from January 1, 2017 through December 31, 2017; 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 and County Treasurer be and they hereby are authorized to accept and appropriate said grant funds as follows:

Motor Vehicle Theft and Insurance Fraud Prevention Program (MVTIF) 2017 - $133,233

<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>3235</td>
<td>3390</td>
<td>133,233</td>
</tr>
</tbody>
</table>

ORGANIZATIONS:

Suffolk County Police Department (POL)
Motor Vehicle Theft and Insurance Fraud Prevention Program (MVTIF) 2017
003-POL-3235 - $133,233

1000-PERSONAL SERVICES: $128,233

<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>3235</td>
<td>1120</td>
<td>0000</td>
<td>Overtime</td>
<td>128,233</td>
</tr>
</tbody>
</table>
4300-TRAVEL: $5,000

<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>3235</td>
<td>4340</td>
<td>0000</td>
<td>Travel Other Contracts</td>
<td>5,000</td>
</tr>
</tbody>
</table>

and be it further

2nd RESOLVED, that the employee benefits of $33,277 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 New York State Division of Criminal Justice Services.

DATED:

APPROVED BY:

County Executive of Suffolk County
Date of Approval:
2017 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title Of Bill: Accepting and appropriating a grant in the amount of $133,233 from The New York State Division Of Criminal Justice Services for the Suffolk County Police Department’s 2017 Motor Vehicle Theft and Insurance Fraud (MVTIF) Prevention Program with 80% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $133,233 in grant funding to support the Suffolk County Motor Vehicle Theft and Insurance Fraud Prevention Program 17; a multi-departmental program designed to reduce motor vehicle theft and motor vehicle insurance fraud in Suffolk County through enhanced enforcement, prosecution, and investigations.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept State funding in the amount of $133,233 to be used to support enhanced enforcement, and investigations of motor vehicle theft and motor vehicle insurance fraud in Suffolk County.

JUSTIFICATION: The Suffolk County Police Department investigates incidents of motor vehicle theft and motor vehicle insurance fraud in Suffolk County. Acceptance of this funding will support enhanced efforts to reduce these types of crimes in Suffolk County through enhanced investigations and enhanced enforcement.

FISCAL IMPLICATIONS: Non-reimbursable employee benefit costs of approximately $33,277 will be incurred through December 31, 2017. Additional costs will only be incurred if the program receives funding in subsequent years.
TO: Jon Schneider, Deputy County Executive
FROM: Robert G. Cassagne, Chief of Support Services
        Suffolk County Police Department
DATE: November 3, 2016
SUBJECT: Resolution Packet & SCIN Forms for
         Motor Vehicle Theft and Insurance Fraud Prevention Program (MVTIF) 17
         DCJS # MV16464313

Attached please find the following for the Division of Criminal Justice Services' (DCJS) Motor Vehicle Theft and
Insurance Fraud Prevention Program (MVTIF) 17:

1. Grant Resolution
2. Memorandum of Support
3. Grant SCIN Forms
4. Request for Introduction of Legislation
5. Financial Impact Statement
6. Copy of Award Letter and the proposed contract between DCJS and
   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
COORDINATION OF GRANT APPLICATION OR CONTRACT
County of Suffolk

DATE 11/3/2016

Submitting Department/Agency
Suffolk County Police Department

Location
30 Yaphank Avenue, Yaphank

Contact Person In Department/Agency
Susan C. Krause
Grants Analyst

Telephone Number
852-6601

Grant Application Due Date
N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 1/2” X 11” sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title  Motor Vehicle Theft and Insurance Fraud Prevention Program (MVTIF) 2017

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program): New York State 2016-2017 Budget, The Motor Vehicle Theft and Insurance Fraud Prevention Program as authorized by and in accordance with Article 36-A of the New York Executive Law, administered by NYS Division of Criminal Justice Services.

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 a multi-pronged approach to reducing vehicle theft and insurance fraud in Suffolk County.

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

II. BUDGET INFORMATION

1. Term of Contract
From 1/01/2017 To: 12/31/2017

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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
</tr>
<tr>
<td>Federal</td>
<td>$</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>State</td>
<td>$143,200</td>
<td>78.04%</td>
<td>$133,233</td>
</tr>
<tr>
<td>Private</td>
<td>$</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>County</td>
<td>$40,241</td>
<td>21.96%</td>
<td>$33,789</td>
</tr>
<tr>
<td>Total</td>
<td>$183,241</td>
<td>100%</td>
<td>$167,022</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>$33,277</td>
<td>$</td>
<td>$33,277</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td>$33,277</td>
<td>$</td>
<td>$33,277</td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$</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 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).

### 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>
</tr>
</tbody>
</table>

4. Comments

5. Budget Office Review:  

<table>
<thead>
<tr>
<th>Approved</th>
<th>6. Signature of Budget Director</th>
<th>7. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
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</table>

| Disapproved |                                  |         |

8. Comments
<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>1000 PERSONAL SERVICES:</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1100 Permanent Salaries</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1110 Interim Salaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1120 Overtime Salaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>128,233</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000 EQUIPMENT:</td>
<td></td>
<td></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>
<td></td>
<td></td>
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</tr>
<tr>
<td>2090 Radio and Communication</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>2500 Other Equip Not Otherwise</td>
<td></td>
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<tr>
<td></td>
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<td></td>
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<tr>
<td>3000 SUPPLIES MATERIALS &amp; OTHERS:</td>
<td></td>
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</tr>
<tr>
<td>3010 Office Supplies</td>
<td></td>
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<tr>
<td>3030 Photostat, Photograph, Blueprint</td>
<td></td>
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<tr>
<td>3160 Computer Software</td>
<td></td>
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<tr>
<td>3330 Food</td>
<td></td>
<td></td>
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<tr>
<td>3500 Other Unclassified</td>
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<tr>
<td></td>
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<tr>
<td>4000 UTILITIES:</td>
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</tr>
<tr>
<td>4010 Telephone &amp; Telegraph</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4015 Cellular Communications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4210 Computer Services</td>
<td></td>
<td></td>
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<tr>
<td>4300 TRAVEL:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4310 Employee Misc - Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4330 Travel Employee Contracts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4340 Travel Other Contracts</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5,000</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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>
<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>4770 Special Services</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>33,277</td>
<td>These expenses are not reimbursable under this program.</td>
</tr>
<tr>
<td>8280 Retirement</td>
<td></td>
<td></td>
<td>31,418</td>
<td></td>
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<tr>
<td>8300 Insurance: Worker Compensation</td>
<td></td>
<td></td>
<td>1,859</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>

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>Detective</td>
<td>4</td>
<td>120.87/HR OT</td>
<td>Various</td>
<td>100</td>
</tr>
<tr>
<td>Detective Sergeant</td>
<td>4</td>
<td>133.67/HR OT</td>
<td>Various</td>
<td>100</td>
</tr>
<tr>
<td>Lieutenant</td>
<td>4</td>
<td>141.72/ HR OT</td>
<td>Various</td>
<td>100</td>
</tr>
<tr>
<td>Detective Lieutenant</td>
<td>4</td>
<td>148.81/ HR OT</td>
<td>Various</td>
<td>100</td>
</tr>
<tr>
<td>Captain</td>
<td>6</td>
<td>152.40 / HR OT</td>
<td>Various</td>
<td>100</td>
</tr>
<tr>
<td>Police Officer</td>
<td>6</td>
<td>110.07/ HR OT</td>
<td>Various</td>
<td>100</td>
</tr>
<tr>
<td>Sergeant</td>
<td>6</td>
<td>127.30/HR OT</td>
<td>Various</td>
<td>100</td>
</tr>
</tbody>
</table>

SCIN Form 164D (10-80)
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 $133,233 from the New York State Division of Criminal Justice Services for the Suffolk County Police Department’s 2017 Motor Vehicle Theft and Insurance Fraud (MVTIF) Prevention Program with 80% 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 $133,233 for participation in the Motor Vehicle Theft and Insurance Fraud Prevention Program.

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

The funds provided by this grant must be expended between January 1, 2017 and December 31, 2017.

8. Proposed Source of Funding

$33,277 in non-reimbursable fringe benefits on overtime are included in the 2016 operating budget and the 2017 recommended operating budget.

9. Timing of Impact

January 1, 2017.

10. Typed Name & Title of Preparer

Susan C. Krause, Grants Analyst

11. Signature of Preparer

12. Date

11/3/16

SCIN FORM 175b (10/95)
September 1, 2016

Mr. Timothy Sini
Police Commissioner
Suffolk County Police Department
30 Yaphank Avenue
Yaphank, NY 11980

Re: 2016 Motor Vehicle Theft and Insurance Fraud Prevention Program
Project ID # MV15-1037-D01

Dear Police Commissioner Sini:

I am pleased to announce that the Suffolk County Police Department will receive a grant award in the amount of $133,233 from the Motor Vehicle Theft and Insurance Fraud Prevention (MVTIFP) program for the contract period beginning January 1, 2017 to December 31, 2017. This award will be processed as a renewal of your current MVTIFP grant contract.

Please see the attached Contract Instruction Sheet for additional information and note that items are required within 30 days of receiving this letter to further facilitate the development of your contract.

Should you have any questions, please contact Joann Tierney-Daniels at (518) 457-8404 or by email at Joann.Tierney-Daniels@dcis.ny.gov. Congratulations on your award. We look forward to working with you on this important project.

Very truly yours,

Michael C. Green
Executive Deputy Commissioner

MCG:itd:kaf
Attachment (1)
**Award Contract**

**Project No.**
MV15-1037-D01

**Grantee Name**
Suffolk County

**AGREEMENT**

STATE OF NEW YORK
AGREEMENT
This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:
WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and
WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;
NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:
I. Conditions of Agreement
A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.
C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.
D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.
To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.
E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives, summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.
II. Payment and Reporting
A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE’s designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
III. Terminations
A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.
IV. Indemnification
A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

VI Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract

Project No. Grantee Name
MV15-1037-D01 Suffolk County

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $50,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or
distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 26, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certificate on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.
(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer

identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
e-mail: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, New York 10017
212-803-2414
e-mail: mwbecertification@esd.ny.gov http://esd.ny.gov.MWBE/directorySearch.html

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 183 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.
The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

January, 2014

Certified by - on

**Award Contract**

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Grantee Name</th>
<th>Motor Vehicle Theft and Insurance Fraud Prevention</th>
</tr>
</thead>
<tbody>
<tr>
<td>MV15-1037-D01</td>
<td>Suffolk County</td>
<td>10/25/2016</td>
</tr>
</tbody>
</table>

**APPENDIX A1**

**AGENCY-SPECIFIC CLAUSES**

1. If this Agreement exceeds $50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for $50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in format approved by DCJS and the NYS Office of the State Comptroller, and electronically signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party’s obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:

   A. For State funded grants:

   For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.

   B. For Federally funded grants:

   Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

   1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.

   2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.

   3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as...
support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/. The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or

2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of five million dollars or more.

An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract below the DCJS/OSC approval thresholds as set forth in 8 (A), the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

2. The Grantee is not permitted to reallocate funds between Non-Personal Service budget categories without the prior approval of DCJS when the amount of the modification is equal to or greater than ten percent of the category. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

3. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. These changes, however, must be submitted to DCJS with the next voucher or fiscal cost report submission.

Requests for modifications must be made in writing by an authorized representative of the Grantee.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed $650 for an eight-hour day (not including travel and subsistence costs). A rate exceeding $650 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to $999 under this grant agreement can be obtained at the Grantee's discretion.

2. Consultant services that cost between $1,000 and $4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.

3. Consultant services that cost between $5,000 and $9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.

4. A Grantee obtaining consultant services that cost in excess of $10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

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

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $5,000 and $9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

5. A Grantee spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

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

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module at the time the last program progress report is filed or sooner. Items of equipment costing less than $500 do not need to be listed in the GMS Property Module although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee’s accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS’ judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee’s failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement. recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

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

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reapportioned by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports to DCJS via the GMS system and additional information or amended data as
required in Appendix D.

A. Program progress reports will be due on the last day of the month following the end of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due on the last day of the month following the last day of the calendar quarter from the start date of the contract.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter
Report Due

January 1 - March 31
April 30

April 1 - June 30
July 31

July 1 - September 30
October 31

October 1 - December 31
January 31

B. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;

Other policies and procedures to be followed;

- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year $500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: http://www.whitehouse.gov/omb/circulars_default/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

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

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.
27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility)
The Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that such suspension calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility)
Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor’s expense where the Contractor is determined by the Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 05/13/2013
Certified by - on

Award Contract
Project No. MV15-1037-D01

Grantee Name Suffolk County

10/25/2016

APPENDIX B - Budget Summary by Participant

Suffolk County
Suffolk County Police Department - Version 1

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Number</th>
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<th>Grant Funds</th>
<th>Matching Funds</th>
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Justification: Overtime is requested for enhanced MVTIF invest. and enforcement. Strategies require sting operations and investigations occurring outside of normal tours of duty in order to fully investigate suspected vehicle insurance fraud incidents referred by the NYS Insurance Frauds Bureau and SIU contacts. Funds will support flexible surveillance, sting operations and investigations without limiting hours of work. Funds allow Officers the ability to locate and arrest suspects with the timeliest information available. Funds allow SCPD, SIUs and DMV investigators to jointly conduct investigations, despite disparate work hours.

Due to the nature of police work, it is a best practice to have an experienced first line supervisor available, as situations may require direction regarding the best strategy and most appropriate course an investigation should follow. Therefore, a supervisor will oversee project operations. As the SCPD decentralized its efforts to combat MVTIF it is possible that any Officer may be involved in MVTIF enforcement in Suffolk Co. Therefore it is impractical to specify exactly how much time will be spent on activities by each rank. Most enforcement will be handled by the following rates based on weighted averages, Police Officer $107.91/HR/OT, Det $120.87/HR/OT, Sgt $127.30/HR/OT, Det Sgt $133.67/HR/OT, Lt $141.72/HR/OT, Det Lt $148.81/HR/OT or Captain $152.40/HR/OT. Weighted averages were arrived at in the following way: PO $71.21/hr wage x 5 months + $72.46/hr wage x 7 months/12x1.5; Det $79.76/hr wage x 5 months + 81.16/hr wage x 7 months/12x1.5; Sgt 84.01/hr wage x 5 months + 85.48/hr wage x 7 months/12x1.5; Det Sgt 88.21/hr wage x 5 months + 89.76/hr wage x 7 months/12x1.5; Lt 93.52/hr wage x 5 months + 95.16/hr wage x 7 months/12x1.5; Det Lt 98.20/hr wage x 5 months + 99.92/hr wage x 7 months/12x1.5; Cap 100.57/hr wage x 5 months + 102.33/hr wage x 7 months/12x1.5. Rates are for the period of performance based on established contractual rates for 2017.

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**Justification:** Travel/training costs for MVTIFP program related meetings/trainings.

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**Award Contract**

**Project No.**

MV15-1037-D01

**Grantee Name**

Suffolk County

10/25/2016

**APPENDIX C**

**PAYMENT AND REPORTING SCHEDULE**

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below). Final vouchers, reimbursement payment and reports must be submitted by the
last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see http://www.criminaljustice.ny.gov/ofpa/forms.htm). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

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

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

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210

7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
Award Contract

Detailed itemization of Non-Personal Service Expenditures
- Detailed itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
  - DCJS approval of non-competitive consultant.
  - DCJS approval of non-competitive vendor for services.
  - DCJS approval of consultant services reimbursement greater than $450 per eight hour day.
  - DCJS approval of change to Personal Services by more than 10 percent.
  - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
  - DCJS approval to subaward to another organization.
  - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
  - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
  - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
  - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner’s sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the State Comptroller’s website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller’s electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER05/13/2013
Certified by - on

Award Contract
Project No. Grantee Name
MV15-1037-D01 Suffolk County

Motor Vehicle Theft and Insurance Fraud Prevention
10/25/2016

APPENDIX D - Work Plan

Goal
To reduce the incidence of motor vehicle theft and motor vehicle insurance fraud within the County of Suffolk through a coordinated approach of law enforcement, crime analysis, and legal entities utilizing integrated means to detect, prevent, apprehend and prosecute these crimes.

Objective #1
To ascertain the grantee’s strategy for a coordinated effort in enforcement, investigation, and prosecution of motor vehicle theft, motor vehicle insurance fraud and related crimes.

Task #1 for Objective #1
The grantee will submit an MVT&IF reduction strategy reflective of current crime patterns identified through a threat assessment and crime analysis.

# Performance Measure
1 Provide the established strategy in the first Quarterly Progress Report(QPR).

Task #2 for Objective #1
The grantee will develop or enhance collaborative strategies dedicated to MVT&IF and promote cooperative relationships, which include one or more county District Attorney's Offices.

# Performance Measure
Provide a brief narrative summarizing the current collaborative efforts and relationships regarding motor vehicle theft and insurance fraud. Please include the number of collaborative meetings held, date(s), and list of attendees (include any outside agency, i.e. NICB, SFS, DMV) attending or contributing information for any formal/informal MVT&IF meetings.

Objective #2
To effectively address and reduce the incidence of motor vehicle theft and related crimes utilizing a coordinated effort.

Task #1 for Objective #2
The Grantee will designate personnel who will perform targeted patrols, enhanced investigations, and will collaborate with the District Attorney or secondary partners throughout the investigations.

# Performance Measure
1. Provide a log of personnel assigned to grant funded activities. Please include rank, name, duties, and time and effort dedicated to MVT&IF.
2. Provide the number of investigations initiated.
3. Provide the number of reported motor vehicle thefts.
4. Provide the number of motor vehicles recovered.
5. Provide the number of incidents where auto stripping was charged.
6. Provide the number of larcenies reported from motor vehicles.
7. Provide the number of misdemeanor arrests including charges levied.
8. Provide the number of felony arrests including charges levied.
9. Give a brief narrative summarizing the trends of motor vehicle theft within the quarter.

Objective #3
To effectively reduce the incidence of motor vehicle insurance fraud through targeted enforcements and enhanced investigations.

Task #1 for Objective #3
The Grantee will designate personnel who will perform targeted patrols, enhanced investigations and will collaborate with the District Attorney or secondary partners throughout the investigations.

# Performance Measure
1. Provide a log of personnel assigned to grant funded activities. Please include rank, name, duties, and time and effort dedicated to MVT&IF.
2. Provide the number of motor vehicle accidents responded to.
3. Provide the number of owner give-ups identified.
4. Provide the number of investigations initiated.
5. Provide the number of accident claims denied or withdrawn due to law enforcement investigations.
6. Provide the number of misdemeanor arrests.
7. Provide the number of felony arrests.
8. Give a brief narrative of summarizing the trend in motor vehicle insurance fraud within the quarter.

Objective #4
To enhance investigative efforts of motor vehicle theft and insurance fraud personnel through conducting and/or attending training sessions.
Task #1 for Objective #4
Conduct educational trainings.

# Performance Measure
1. Provide the number, date and list of attendees for all training sessions conducted.
2. Provide a brief narrative describing the audience presented to, speaker biographies, and topics covered.

Task #2 for Objective #4
Attend educational trainings and meetings. Including but not limited to DCJS mandated trainings announced during the contract period, the MVT&IF Statewide Advisory Meeting and Regional Meetings.

# Performance Measure
1. Provide the title, date(s), and location(s) and of any training attended. Note: All out-of-state travel requires prior DCJS approval.
2. Provide the name and rank/title of all attendees.
3. Provide a brief narrative summarizing each training attended.

Objective #5
To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

Task #1 for Objective #5
Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization’s established MWBE goals.

# Performance Measure
1. Identify if you are on target to meet the established Minority and Women Business Enterprise goals by the end of the contract period. NOTE: This performance measure requires a yes or no response, at a minimum.

Award Contract
Project No. MV15-1037-D01
Grantee Name Suffolk County
Motor Vehicle Theft and Insurance Fraud Prevention
10/25/2016

Award Conditions
Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed $0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for a "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed $0.00 for the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

Appendix D - Special Conditions

A. Publications:
1. The implementing agency will submit to DCJS for review all proposed publications (written, visual or sound) prior to their public release. Any such publications shall contain the following statement: "This project is supported by a grant

from the New York State Motor Vehicle Theft and Insurance Fraud Prevention Board. Points of view in this document are those of the author and do not necessarily represent the official position of policies of the Division of Criminal Justice.

2. No materials, items or publications resulting from award activities associated with the Motor Vehicle Theft and Insurance Fraud (MVT&IF) grant may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval must be submitted in writing to DCJS’ Deputy Commissioner and Counsel at least 30 calendar days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

B. Program:

1. Grantee agrees that if the project is not implemented (as outlined in the Board approved budget) within 60 calendar days of the award date, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected implementation date. If the project is not operational within 90 calendar days of the original starting date of the grant period, the Grantee will submit a second statement to OPDF explaining the delay. At the discretion of the Executive Deputy Commissioner of DCJS, in consultation with the Board, the State may either revoke and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

3. Grantee shall enroll as a use of the Integrated Justice Portal (IJP) and make use of the IJP services as applicable.

4. Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJP) IBR/UCR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

instructions for accessing and submitting crime reports through the IJP can be found at http://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJP-UCR-Data-Entry-Manual.pdf

B. Program Con’t:

5. Incident-Based Reporting (IBR) agencies are required to use the IJP IBR Submission Interface to upload their monthly NYSiBR extract file, and the IJP UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses Known to Police), Arrests of Persons 18 and Over, Arrest of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

6. Grantee shall enroll as applicable in the DCJSContact Directory established and administered by DCJS. DCJSContact is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the DCJSContact Directory can be obtained by downloading the enrollment form at http://www.criminaljustice.ny.gov/ojs/documents/dcjsocontactenrollment.pdf or by calling NYS DCJS Office of Public Safety at (518) 457-2667.

7. In accordance with New York State Executive Law 36-A, specifically §845-1(3)(n), DCJS must provide an annual summary of grant activities to DCJS no later than February 15th of each calendar year to specific legislative leaders. Accordingly, all grantees must provide an annual summary of grant activities to DCJS no later than January 31st of each calendar year. Reports should be submitted as an attachment in GMS utilizing the template and guidelines set forth by DCJS.

8. All criminal justice information management software which a grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed on the DCJS website at http://www.criminaljustice.ny.gov/dict/dict.htm and http://www.criminaljustice.ny.gov/pio/fp_services.htm or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

C. Funding:

1. The moneys received shall be expended in a manner that is consistent with the MVT/MVIF Plans of Operation, pursuant to appropriation and to reimburse costs incurred by provider agencies for activities relating to the detection, prevention or reduction of motor vehicle theft and motor vehicle insurance fraud.

2. This contract may be extended, increased, decreased, renewed, amended or renegotiated at the discretion of the Executive Deputy Commissioner of the Division of Criminal Justice Services or as otherwise agreed upon by the Parties.

3. Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

4. The following condition will apply to contracts between two New York State governmental entities:

   This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

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Amendment created on - 08/08/2016
Prior Contract Terms
Contract Start Date - 01/01/2016
Contract End Date - 12/31/2016
Contract Amount - $133,233.00

APPENDIX X
AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01490

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DCJS and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DCJS and the Grantee Agency.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at http://criminaljustice.state.ny.us/ofpa/forms.htm.

Certified by - on

Award Contract

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**Appendix M - MWBE Contract Requirements (Local Assistance)**

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

I. General Provisions

A. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all state Contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing; or (2) in excess of $100,000 for real property renovations and construction.

B. The Contractor to the subject contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members, and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractor’s demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

A. For purposes of this contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified as part of the contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following Internet address: https://ny.newnycontracts.com. Additionally, Contractor is encouraged to contact the Division of Minority and Women Business Development (518) 292-6250; (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 318-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women’s Business Development of the Department of 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:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor agrees to the EEO Policy Statement as provided in Appendix M, or if the Contractor or Subcontractor has its own EEO policy statement it should include the following or similar language:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 2 and Paragraph E of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form is required for contracts with a total expenditure in excess of $250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan Form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

D. Workforce Employment Utilization Report

1. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a Contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

2. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or sub-contractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Contract.

B. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

C. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

A. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

B. If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.
VII. Liquidated Damages & MWBE Participation
A. Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.
B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within sixty (60) days after they are assessed by the DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

MWBE AND EEO POLICY STATEMENT
The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice Services:

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 state.
(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization’s obligations herein.
(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.
Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

Certified by -

Award Contract
Project No. Grantee Name
MV15-1037-D01 Suffolk County

Motor Vehicle Theft and Insurance Fraud Prevention

Suffolk County Indemnification Clause:
NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, sections I.F. and IV.A:

The State and Contractor agree that Contractor is an independent contractor, and not an employee of the State. If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Contractor shall be solely responsible to the State for performance, whether the work is performed by the Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

Certified by - on
RESOLUTION NO. -2016, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY COMMUNITY COLLEGE, AND THE SUFFOLK COUNTY ASSOCIATION OF MUNICIPAL EMPLOYEES COLLEGE WHITE COLLAR BARGAINING UNIT, COLLEGE BLUE COLLAR BARGAINING UNIT, AND COLLEGE AIDE BARGAINING UNIT, COVERING TERMS AND CONDITIONS OF EMPLOYMENT FOR EMPLOYEES FOR THE PERIOD OF JANUARY 1, 2013 THROUGH DECEMBER 31, 2016

WHEREAS, the County, the President of Suffolk Community College and the President of the Suffolk County Association of Municipal Employees, on behalf of the Suffolk County Association of Municipal Employees College White Collar Bargaining Unit, the Suffolk County Association of Municipal Employees College Blue Collar Bargaining Unit, and the Suffolk County Association of Municipal Employees College Aide Bargaining Unit have reached an agreement covering the terms and conditions of employment for the period January 1, 2013 through December 31, 2016, subject to the approval, to the extent necessary, by the Suffolk County Legislature; and

WHEREAS, such agreement has been set down in a stipulation of agreement, a copy of which has been filed with the Suffolk County Legislature; and

WHEREAS, such agreement has been ratified by the College Board of Trustees and the Suffolk County Association of Municipal Employees College Blue Collar Bargaining Unit, College White Collar Bargaining Unit and College Aide Bargaining Unit; now therefore be it

1st RESOLVED, that the County Executive, or his designee, be and is hereby authorized to execute an agreement with the Suffolk County Association of Municipal Employees, covering the terms and conditions of employment of the College White Collar Bargaining Unit, the College Blue Collar Bargaining Unit, and the College Aide Bargaining Unit for the period of January 1, 2013 through December 31, 2016, and the Stipulation of Agreement dated September 23, 2016, a copy of which is on file with the Clerk of the Suffolk County Legislature, is hereby ratified and confirmed; and be it further

2nd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this 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 (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.

DATED: , 2016
APPROVED BY:

County Executive of Suffolk County

Date:  , 2016
1. Type of Legislation
Resolution X Local Law ___ Charter Law ___

2. Title of Proposed Legislation

3. Purpose of Proposed Legislation: Approves the stipulation of agreement among the County, the College and the Association of Municipal Employees (2013-2016)

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 ________ x Other (Specify): College ________
   Library District ________ Fire District ________

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact
The Association of Municipal Employees represents 411 Blue and White collar full time employee and 343 part time College Aides at Suffolk County Community College. The last AME agreement with the College expired December 2012. This agreement is patterned after the AME agreement for County workers and provides zero increase in 2013 and 2014, a 1% cost of living increase effective July 1, 2015; 1% effective December 1, 2015 and 3% effective July 1, 2016. The costs are offset by a reduction in the entry level salary for all employees hired after the date the agreement is fully approved and elongates the time it takes new employees to reach top step by requiring them to remain in step for 18 months until they reach step 7. New employees who remain in grade will take 4.5 years longer to achieve top step. For the purposes of fiscal impact, we have not made assumptions as the number of new hires, but provide the example of a new Custodial Worker I, who remains at Grade 8 will save the College $54,508 at the current rates due to the reduced entry level salary and the delay in achieving top step over 16.5 years of employment. AME has also agreed that the College can defer payment to the Benefit Fund for one year, but must begin paying one twelfth of the amount due each year thereafter for 12 years. We estimate this one year deferral to be $642,000. Although the deferral will provide budgetary relief, we do not show it as savings in the fiscal impact as it is an expense the College has to pay. The College 2016-2017 operating budget has sufficient funds and has anticipated the impact of this contract. Retroactive payments for 2015-2016 will be paid from the 2015-2016 budget.

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

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8. Proposed Source of Funding:
College operating budget

9. Timing of Impact:
Upon approval

10. Name & Title of Preparer: Gail Vizzini, VP Business & Financial Affairs, SCC

11. Signature of Preparer: ____________________________

12. Date: 11-14-16
RESOLUTION NO. 2016.88 - Approving the Agreement Among the College, the County of Suffolk and the Suffolk County Association of Municipal Employees College White Collar Bargaining Unit, College Blue Collar Bargaining Unit and College Aide Bargaining Unit

WHEREAS, Suffolk County Community College, the County of Suffolk and the Suffolk County Association of Municipal Employees ("AME") have reached an agreement covering the terms and conditions of employment for College employees represented in the AME College White Collar Bargaining Unit, College Blue Collar Bargaining Unit and College Aide Bargaining Unit for the period extending from January 1, 2013 to December 31, 2016, and

WHEREAS, said agreement has been set down in a Stipulation of Agreement (Attachment II), and

WHEREAS, such Agreement has been ratified by the Suffolk County AME College White Collar Bargaining Unit membership, the College Blue Collar Bargaining Unit membership, and the College Aide Bargaining Unit membership, and

WHEREAS, the College President recommends the approval of this Agreement, be it therefore,

RESOLVED, that the Stipulation of Agreement among Suffolk County Community College, the County of Suffolk and the Suffolk County Association of Municipal Employees College White Collar Bargaining Unit, College Blue Collar Bargaining Unit and College Aide Bargaining Unit, annexed hereto as Attachment II, be and the same is, hereby, approved.

Bryan Lilly
Secretary
STIPULATION OF AGREEMENT
AMONG
THE COUNTY OF SUFFOLK,
SUFFOLK COUNTY COMMUNITY COLLEGE
AND
SUFFOLK COUNTY ASSOCIATION OF MUNICIPAL EMPLOYEES
COLLEGE WHITE COLLAR BARGAINING UNIT, COLLEGE BLUE COLLAR
BARGAINING UNIT AND COLLEGE AIDE BARGAINING UNIT

Stipulation of Agreement ("the 2013-2016 Agreement") made and entered into this 23rd day of September 2016 by and among the County of Suffolk, Suffolk County Community College and the Suffolk County Association of Municipal Employees ("AME"), covering the terms and conditions of employment for the College employees represented by AME in the AME College White Collar Unit, the AME College Blue Collar Unit and the AME College Aide Unit.

1. The provisions of the new AME College White Collar Bargaining Unit, the new AME College Blue Collar Bargaining Unit and the new AME College Aide Unit collective bargaining agreements will be pursuant to the attached drafts, except as may be agreed upon by the parties during the drafting process. Those provisions of the 2013-2016 Agreement which, consistent with present practice, apply to the AME College Aide Bargaining Unit, will be explicitly described below (i.e., 3, 4 (Wages), 7 (Benefit Fund) and 22 (Ratification)).

2. Wages (Section 5). In the first unnumbered paragraph (beginning with "the bi-weekly wages...") , first sentence, change "2009" to "2013" and "2012" to "2016." In addition, all salary schedules will be modified and updated per the below increases (A-1 through A-6; B-1 through B-7; C-1 through C-7; and D-1 through D-7, inclusive).

3. Wages (Section 5). For all employees on the payroll on the date on which the 2013-2016 Agreement is fully ratified and approved:

   Effective July 1, 2015, each step of the 2012 salary schedule will be increased by 1%.

   Effective December 1, 2015, each step of the July 1, 2015 salary schedule will be increased by an additional 1%.

   Effective July 1, 2016, each step of the December 1, 2015 salary schedule will be increased by an additional 3%.

4. For all employees hired on or after the date on which the 2013-2016 Agreement is fully ratified and approved:
The salary schedule will be amended to add a new starting salary for grades 2-10 that will be 1% less than that for the corresponding grades in the salary schedule for those hired before that date.

In addition, the starting salary for grades 11-26 will be 3% less than that for the corresponding grades in the salary schedule for those hired before that date.

In addition, the starting salary for grades 27 and above will be 5% less than that for the corresponding grades in the salary schedule for those hired before that date.

For all grades, the reduced starting salaries will be denoted as the "starting salary" and a new step 1 will be added that will be permanently equidistant between the new starting salary and step 2.

In addition, effective upon the complete ratification and approval of the 2013-2016 Agreement, the 5th paragraph of Section 5 (on page 3) will be deleted.

5. Wages (Section 5) (Step Movement). All employees hired on or after the date on which the 2013-2016 Agreement is fully ratified and approved will remain in the starting salary for a minimum of 18 complete calendar months before becoming eligible, pursuant to the procedure set forth in this Section for those hired before the date on which the 2013-2016 Agreement is fully ratified and approved, to move to the next step; i.e., the new Step 1, on July 1. Employees will be eligible to move to Steps 2-6, pursuant to the procedure set forth in this Section for those hired before the date on which the 2013-2016 Agreement is fully ratified and approved, on the January 1 or July 1 occurring on or after the completion of the next 18 consecutive calendar month period, provided that they are in payroll six calendar months (i.e., January 1 or July 1) before the date of the actual step movement. Step movement beyond Step 6 will occur after the completion of each subsequent 12 month period; i.e., on January 1.

6. Weather Emergencies (Section 6.9). Effective upon the complete ratification and approval of the 2013-2016 Agreement, a labor-management committee consisting of the College President or designee and the AME President or designee will meet to discuss essential titles at the College as they relate to weather emergencies. The parties will attempt to agree, in writing, upon a non-exhaustive list of essential titles, as well as a procedure for informing the affected employees. The list, if agreed upon, in writing, by the College President and the AME President, will be illustrative only, and placement on or omission from the list, as well as anything else pertaining to the committee’s actions or non-actions, will not be subject to any type of third party review (e.g., through a grievance, in an arbitration proceeding, at PERB (including, but not limited to, an improper practice charge and impasse procedures up to and including fact finding), at another administrative agency or in court). The College in all instances reserves the non-reviewable discretion to decide whether a person(s) will be deemed “essential” in a particular situation.
7. Benefit Fund (Section 7.3). Effective upon the complete ratification and approval of the 2013-2016 Agreement, the College's obligation to contribute to the AME Benefit Fund will be suspended as of the payment due for the first complete month after that date. The contributions will resume effective one year from the date of suspension at the contribution rate then in effect as provided in the CBA. On that same date, the College will make an additional contribution of 1/12th of the annual amount of contributions suspended pursuant to this paragraph until and including for the next 11 years from that date, or until the full amount of the suspended contributions is paid in full, whichever is the earliest to occur. As soon as is practicable following the termination of the suspension of contributions provided for herein, but not later than January 31, 2018, the parties will request that the AME Benefit Fund accountants certify the amount of College contributions that were suspended hereunder.

8. Vacation Selection (Section 8.4). Effective upon the complete ratification and approval of the 2013-2016 Agreement, amend the 2nd paragraph following Schedule B by changing December 15 to June 15. In addition, effective upon the complete ratification and approval of the 2013-2016 Agreement, vacation requests will be submitted by July 15 and the College will notify employees by August 15 of approved vacation selections for the following academic year.

9. Holidays (Section 8.5). Change the second "D" to "E" and the existing "E" to "F."

10. Holidays (Section 8.5). Effective upon the complete ratification and approval of the 2013-2016 Agreement, a labor-management committee consisting of the College President or designee and the President of AME or designee will meet to discuss the holiday schedule for the 2017-2018 academic year. If no agreement is reached by June 30, 2017 in writing, by the College President and the AME President, then the College will make a non-reviewable (e.g., through a grievance, in an arbitration proceeding, at PERB (including, but not limited to, an improper practice charge and impasse procedures up to and including fact finding), at another administrative agency or in court) determination as to which days will be holidays for the 2017-2018 academic year. The parties will thereafter meet on or before June 30th to discuss the holiday schedule for the upcoming academic year. If no agreement is reached by June 30 for a particular academic year, then the College will make a non-reviewable determination as to which days will be holidays for that academic year. Nothing else pertaining to the committee's actions or non-actions will be reviewable by any third party (e.g., through a grievance, in an arbitration proceeding, at PERB (including, but not limited to, an improper practice charge and impasse procedures up to and including fact finding), at another administrative agency or in court).

11. Bereavement Leave (Section 8.6(B)). Effective upon the complete ratification and approval of the 2013-2016 Agreement, and only for purposes of bereavement leave, add son-in-law and daughter-in-law to the definition of immediate family."
12. Administrative Leave (Section 8.6(D)). Effective upon the complete ratification and approval of the 2013-2016 Agreement, the County's Director of Labor Relations or designee, the College President or designee, and the AME President or designee, will meet to discuss the number of bargaining unit members to attend negotiations on behalf of the AME during the negotiations for the agreement to be effective on January 1, 2017.

13. Arbitration (Section 13(A) (Step 3)). Effective January 1, 2013, delete "or the County."

14. Arbitration (Section 13(B)). The parties' 2014 arbitration procedure MOA, and updated arbitrator panel list MOA, will be incorporated into the CBA. In addition, effective upon the complete ratification and approval of this 2013-2016 Agreement, the third sentence of Section 13(B)(2) will be deleted.

15. Arbitration (Section 13(B)(4)). Effective January 1, 2013, delete "or 7803."

16. Protection of Employees (Section 15). In the White Collar Unit CBA, reletter the subparagraphs beginning with "E."

17. Postings (Section 15 - New Paragraph). Effective upon the complete ratification and approval of the 2013-2016 Agreement, when a competitive class position covered by the unit becomes vacant and the College determines that it will be filled, the College will notify the AME President. The College's failure to notify the AME President in a particular situation will not be reviewable by any third party (e.g., through a grievance, in an arbitration proceeding, at PERB, at another administrative agency or in court).

18. Emergency Conditions (Section 17(E) (White Collar); Section 17(F) (Blue Collar)). Effective upon the complete ratification and approval of the 2013-2016 Agreement, the College President or designee may decide that, due to an emergency condition, some or all employees may leave a work site(s). It will be solely determined by the College President or designee as to whether the employee(s) will be required to charge the time to their accruals.

19. College Cars (Section 17CL) (White Collar); Section 17(M) (Blue Collar)). Effective upon the complete ratification and approval of the 2013-2016 Agreement, change "County" to "College President" in the first sentence.

20. Section 20 (and ID). Revise the beginning of the sentence to read, "Except as otherwise provided for herein, the terms of the 2013-2016 Agreement will become effective for a four year period commencing on January 1, 2013 through and including December 31, 2016."
21. Housekeeping. Additional housekeeping changes will be made to the contract, consistent with those in the 2013-2016 AME Unit 2 and Unit 6 contracts.

22. Ratification. The provisions of the 2013-2016 Agreement are subject to ratification by, respectively, the AME College White Collar Bargaining Unit membership, the AME College Blue Collar Bargaining Unit membership, and the AME College Aide Unit Bargaining Unit membership, ratification by the County Executive, ratification by the College Board of Trustees and, for those provisions requiring the appropriation of funds pursuant to Civil Service Law § 204-a(1), the approval of the County Legislature.

Dated: September 22, 2016

AGREED TO BY THE AME

[Signature]
Daniel C. Levier, President
Association of Municipal Employees

AGREED TO BY THE COUNTY

[Signature]
Jennifer K. McNamara, Esq., Director
Office of Labor Relations

AGREED TO BY THE COLLEGE

[Signature]
Dr. Shaun McKay, President
Suffolk County Community College

AME NEGOTIATING TEAM

[Signatures]

AMA M. Shaw
RESOLUTION NO. 1021 - 17

INTRODUCED BY PRESIDING OFFICER
ON REQUEST OF THE COUNTY EXECUTIVE

RESOLUTION NO. __________ 2015
TO READJUST, COMPROMISE, AND GRANT
REFUNDS AND CHARGE-BACKS ON REAL
PROPERTY CORRECTION OF ERRORS BY:
COUNTY LEGISLATURE (CONTROL #1036-2016)

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

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

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

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

2. BE IT FURTHER RESOLVED, that the amount of such refund, if tax paid or charge-back, be made to the respective TOWN as provided by law.
## RESOLUTION NO.

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

## RESOLUTION NO.

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

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<td>44480.00</td>
<td>6171.50</td>
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<tr>
<td>C</td>
<td>SMITHTOWN</td>
<td>15/16</td>
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<td>10721.70</td>
<td>4292.36</td>
<td>6429.34</td>
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<td>15/16</td>
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<td>5904.70</td>
<td>1109.04</td>
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</table>

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

County Executive of Suffolk County                      Date of Approval:
Memorandum

To: Jon Schneider, Deputy County Executive

From: Penny Wells LaValle, MAI, CCIM, CCD

Date: December 15, 2016

Re: Resolution Control No. 1036-2016

ATTACHED FOR YOUR REVIEW PLEASE FIND CORRECTION OF ERRORS CONTROL NO. 1036-2016
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution X Local Law Charter Law

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

3. Purpose of Proposed Legislation Yes No

SEE NO. 2 ABOVE

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

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

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

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

8. Proposed Source of Funding
   N/A

9. Timing of Impact
   2015
   Alison L. Bartel

10. Typed Name & Title of Preparer
    A. Bartel RPAT

11. Signature of Preparer
    12. Date December 15, 2016
REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE

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

Submitting Department
Real Property Tax Service Agency
County Center
Riverhead

Department Contact Person:
Alison Bartel
631-852-1548

Suggestion Involves:
Technical Amendment  X  New Program
Grant Award  Contract (New  Rev.)

Summary of Problem: (explanation of why this legislation is needed.)

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

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

N/A
Additional back-up material regarding IR 1021 is on file in the Legislative Clerk’s Office, Hauppauge.
RESOLUTION NO. – 2017, ACCEPTING AND APPROPRIATING FUNDS FROM THE EMPIRE STATE DEVELOPMENT GRANT PROGRAM, WATER QUALITY IMPROVEMENT PROJECT PROGRAM IN THE AMOUNT OF $2,262,910, AND AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM FOR THE MUD CREEK WATERSHED AQUATIC ECOSYSTEM RESTORATION PROJECT (CP 8736)

WHEREAS, the Department of Economic Development and Planning submitted an application to the Empire State Development Grant Program requesting funding to construct the Mud Creek Watershed Aquatic Ecosystem Restoration Project (Project); and

WHEREAS, Suffolk County was awarded funds for the Project through the Water Quality Improvement Project (WQIP) Program, administered by the New York State Department of Environmental Conservation (NYSDEC); and

WHEREAS, the Department of Economic Development and Planning, requested funding to enable the Suffolk County Department of Parks, Recreation and Conservation to construct the Project at Mud Creek County Park; and

WHEREAS, the Project will be accomplished through the combined efforts of the Suffolk County Department of Public Works, the Department of Parks, Recreation and Conservation and the Department of Economic Development and Planning; and

WHEREAS, the purpose of this Project is to restore wetland and terrestrial habitats that were extensively degraded by the operation of a former duck farm on a 45-acre site in East Patchogue; and

WHEREAS, the former duck farm operations significantly altered the riparian (stream floodplain) corridor of the East Branch of Mud Creek, as well as the freshwater wetland, and upland habitats; woodlands were converted to into pens and open feedlots; streambeds were altered to create swim pond areas for duck use, and waste disposal lagoons; and

WHEREAS, remnants of the former duck farm still exist today, and the site contains dilapidated and burned out buildings and sheds; piles of debris/waste; old equipment and machinery; duck pen fencing; pump houses and piping; waste disposal lagoons; Phragmites dominated stream bed; stagnant ponds with low flow; and earthen berms/dams; and

WHEREAS, the Mud Creek Watershed Ecosystem Restoration Feasibility Study that was completed under CP 8710.110, includes final engineering plans, specifications and all required regulatory permits for the removal of all dilapidated structures and debris; creation of a new coastal plain stream; removal of accumulated organic sediments; restoration of upland forest habitats; invasive species removal; construction of stormwater drainage improvements; and the provision of recreational and educational amenities for park visitors; and

WHEREAS, Department of Economic Development and Planning requested and was awarded funds for this Project through the New Enhanced Suffolk County Water Quality Protection Program Funds (CP8733) to initiate the implementation and construction; and
WHEREAS, Resolution No. 859-2016 approved $1,506,149 of the New Enhanced Suffolk County Water Quality Protection Program Funds for the Project; and

WHEREAS, Bond Resolution No. 1117-2016 authorized the issuance of $1,506,149 in serial bonds to finance the New Enhanced Suffolk County Water Quality Protection Program – 2014 Referendum – Construction of the Suffolk County Mud Creek Watershed Aquatic Ecosystem Restoration Project at Mud Creek County Park (8733.310); and

WHEREAS, the Town of Brookhaven requested and was awarded funds for the Mud Creek Mitigation Stormwater Improvements and Stream Restoration Project, which was developed under the Suffolk County Mud Creek Watershed Ecosystem Restoration Feasibility Study (CP 8710.110) and is part this Project, through the New Enhanced Suffolk County Water Quality Protection Program Funds (CP 8733) to construct stormwater and stream improvements; and

WHEREAS, Resolution No. 855-2016 approved $194,900 of the New Enhanced Suffolk County Water Quality Protection Program Funds for the Town of Brookhaven’s Mud Creek Mitigation Stormwater Improvements and Stream Restoration Project, which also includes a matching contribution of $269,500 from the Town; and

WHEREAS, Bond Resolution No. 1049-2016 authorized the issuance of $194,000 in serial bonds to finance the New Enhanced Suffolk County Water Quality Protection Program – 2014 Referendum – Construction of the Mud Creek Mitigation Stormwater Improvements and Stream Restoration Project, Town of Brookhaven (8733.310); 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, there are no funds included in the 2017 Capital Budget and Program to cover the cost of said request under Capital Project 8736 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, the Suffolk County Mud Creek Watershed Aquatic Ecosystem Restoration Project, and that under the State Environmental Quality Review Act ("SEQRA") Environmental Conservation Law Article 8, as documented in Suffolk County Resolution 675-2015, that this project constitutes a Type I Action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code and the project will not have significant adverse impacts on the environment; and

WHEREAS, the County must in first instance fund costs of the Project as the Project progresses and will subsequently be reimbursed by the NYSDEC; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $2,262,910 in Suffolk County Serial Bonds for the purpose of issuing Bond Anticipation Notes (BANS) if necessary; 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 County Comptroller is hereby authorized and directed to accept State funding in the amount of $2,262,910 for the Project into Capital Project No. 8736; and be it further

3rd RESOLVED, that the 2017 Capital Budget and Program are hereby amended as follows:

Project No: 8736
Project Title: Mud Creek Watershed Aquatic Ecosystem Restoration Project

<table>
<thead>
<tr>
<th>Description</th>
<th>Current 2017</th>
<th>Revised 2017</th>
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</thead>
<tbody>
<tr>
<td>3. Construction</td>
<td>$2,262,910</td>
<td>$2,262,910S</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$2,262,910</td>
<td>$2,262,910</td>
</tr>
</tbody>
</table>

; and be it further

4th RESOLVED, that these State proceeds in the amount of $2,262,910 be and 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-8736.310</td>
<td>Mud Creek Watershed Aquatic Ecosystem Restoration Project - Construction</td>
<td>$2,262,910</td>
</tr>
</tbody>
</table>

; and be it further

5th RESOLVED, that the County Comptroller is hereby authorized and directed to advance funding to finance this capital Project; and be it further

6th RESOLVED, that the Department of Public Works will be the lead agency in overseeing the performance of this Project and will coordinate with the Department of Parks, Recreation and Conservation and the Department of Economic Development and Planning in communicating with the State agencies to ensure compliance and that all associated aid is captured; and be it further

7th RESOLVED, that the County Executive or designee, and the Suffolk County Department of Public Works, the Department of Parks, Recreation and Conservation, 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 purpose and intent of the foregoing resolution; and be it further

8th RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute all necessary agreements with the State of New York related to the implementation of this restoration Project; and be it further

9th RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the NYSDEC and any and all contract documents related to this Project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced Project; and be it further
10th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), hereby finds and determines that this resolution constitutes a Type II action, pursuant to Title 6 of New York Code of Rules and Regulations ("NYCRR") Part 617.5(C) (18), (20), (21), and (27), as the proposal involves the adoption of regulations policies, procedures and local legislative decisions in connection with routine continuing agency administration and management.

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, ACCEPTING AND APPROPRIATING FUNDS FROM THE EMPIRE STATE DEVELOPMENT GRANT PROGRAM, WATER QUALITY IMPROVEMENT PROJECT PROGRAM IN THE AMOUNT OF $2,262,910, AND AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM FOR THE MUDCREEK WATERSHED AQUATIC ECOSYSTEM RESORATION PROJECT (CP 8736)

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

This resolution accepts $2,262,910 from the Empire State Development Grant Program, Water Improvement Project Program. County Comptroller is authorized to first instance fund the project and issue Bond Anticipation Notes (BANS), if necessary.

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

8. Proposed Source of Funding
   - Empire State Development Grant Program

9. Timing of Impact
   - Upon adoption and execution of all documents.

10. Typed Name & Title of Preparer
   Nicholas Paglia
   Principal Budget Examiner

11. Signature of Preparer
   [Signature]

12. Date
   December 27th, 2016
### 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 FV TAX 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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#### COMBINED

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<tr>
<td><strong>TOTAL</strong></td>
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<td>$0.00</td>
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</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
Mr. Jon Schneider, Deputy County Executive
Office of the County Executive
H. Lee Dennison Bldg., 12th Floor
100 Veterans Memorial Highway
Hauppauge, NY 11788

RE: Reso – EDP – Accepting of funds from the Empire State Development Grant Program for the Mud Creek Watershed Aquatic Ecosystem Restoration Project

Dear Mr. Schneider:

The Department of Economic Development and Planning’s application to the Empire State Development Grant Program for funding to construct the Mud Creek Watershed Aquatic Ecosystem Restoration Project (Project) was recently approved by the New York State Dept. of Environmental Conservation. Attached for your review and consideration is a proposed Introductory Resolution that would accept and appropriate $2,262,910 in awarded funds from the State’s Water Quality Improvement Project Program that will enable Suffolk County to construct the Project. It also amends Capital Project No. 8736 in the 2017 Capital Budget and Program.

This new funding supplements the $1,506,149 from the New Enhanced Water Quality Protection Program Fund, as approved by Res. No. 859-2016, to initiate construction work on the Project. Please contact me, if you require any additional information.

Sincerely,

[Signature]

Sarah Lansdale
Director of Planning

SL/bd

Enclosures

cc: Katie Horst, Director, Intergovernmental Relations
Theresa Ward, Commissioner, Dept. of Economic Development and Planning
Louis Bekofsky, Deputy Commissioner, Dept. of Economic Development and Planning
DeWitt S. Davies, Chief Environmental Analyst, Dept. of Economic Development and Planning
Frank Castelli, Environmental Projects Coordinator, Dept. of Economic Development and Planning
Susan Fillipowich, Environmental Planner, Dept. of Economic Development and Planning
CE Reso Review
2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: ACCEPTING AND APPROPRIATING FUNDS FROM THE EMPIRE STATE DEVELOPMENT GRANT PROGRAM, WATER QUALITY IMPROVEMENT PROJECT PROGRAM IN THE AMOUNT OF $2,262,910, AND AMENDING THE 2017 CAPITAL BUDGET AND PROGRAM FOR THE MUD CREEK WATERSHED AQUATIC ECOSYSTEM RESTORATION PROJECT (CP 8736).

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate NYS grant funds for the remediation and restoration of aquatic and terrestrial habitats in Mud Creek County Park, and the provision of public access facilities, under Capital Project No. 8736.

SUMMARY OF SPECIFIC PROVISIONS: The Mud Creek Watershed Aquatic Ecosystem Restoration Project is a shovel ready project; final engineering design plans and specifications have been prepared, and required Army Corps of Engineers and NYS Dept. of Environmental Conservation construction permits have been issued. The project’s primary focus is the restoration of fish and wildlife habitat within the riparian (stream floodplain) corridor of the East Branch of Mud Creek, including freshwater wetland and upland habitats that were extensively degraded by the operation of the former Gallo Duck Farm. The proposed aquatic habitat restoration work is focused on a 45.8 acre site located in Mud Creek Suffolk County Park at the headwaters of Mud Creek, which is an important tributary to Great South Bay in East Patchogue, NY.

The Mud Creek Watershed Aquatic Ecosystem Restoration Project addresses the following objectives: 1) remove dilapidated structures, abandoned equipment, and debris; 2) restore coastal plain stream and riparian habitat destroyed by historic duck farm operations; 3) provide high quality aquatic habitat for native brook trout; 4) establish diverse riparian and upland habitats for native plants and wildlife; and 5) provide safe public access to an improved park for passive recreational use that also offers educational opportunities for students in the South Country and Patchogue-Medford School Districts. Specific permitted restoration actions to occur in Mud Creek County Park under this project include:

- Removal of all dilapidated buildings, debris, and abandoned equipment;
- Removal of 16,000 cubic yards (cy) of accumulated organic sediments and invasive plant rhizomes from the floodplain area;
- Creation of 2,300 linear feet (lf) of new coastal plain stream;
- Restoration of 6.4 acres of floodplain with forested wetlands and 14.4 acres of oak forests and meadows;
- Installation of stormwater management structures at Gazzola Drive and Montauk Highway;
- Installation of an ecologically-friendly culvert at Gazzola Drive;
- Construction of new driveway, parking facility, and 650 lf of ADA compliant trail and timber boardwalk; and
- Construction of 1.3 miles of nature trail, elevated timber boardwalks, interpretive signage, and benches.
JUSTIFICATION: The floodplain and freshwater stream restoration actions and Stormwater Best Management Practices undertaken in this project will improve water quality in Mud Creek. The Phragmites marsh and eutrophic pond sediments on the site contain an estimated 6.2 tons of nitrogen (N). The removal of these sediments will reduce the N concentration found in stream water discharge, and the subsequent creation of a high biomass ecosystem (forested wetland) will result in greater uptake and sequestration of carbon and nitrogen found in groundwater recharging the stream, as compared to that occurring now in the existing (mostly marsh) ecosystem. Given the above, the project will contribute to the improvement of surface water quality downstream in Mud Creek, Robinson Pond and the Great South Bay, which will advance Suffolk County's Reclaim Our Water initiative and contribute to achieving the recommendations of the South Shore Estuary Reserve Program.

When this project is completed, hazardous conditions at the site will no longer pose a liability threat to the County; stream channel hydraulic connections will be restored to support expansion of the heritage brook trout population in the East Branch of Mud Creek; native vegetation plantings will enhance wetland and upland habitats and increase biodiversity; and a community park with trails meandering through open space and improved freshwater habitats will be established for the public to enjoy and learn about our natural resources and the legacy of Long Island duck farming.

Final engineering designs and specifications for the full project have been prepared. The total estimated construction cost of this project is $3,828,126\(^{(a)}\)\(^{(b)}\). The funding accepted and appropriated in this resolution – $2,262,910 from Empire State Development (WQIP Program – 2016) – will be added to the $1,506,149 provided under Res. No. 859-2016 to start construction activities, plus the $59,067 remaining in CP # 8710.110.

Footnotes

\(^{(a)}\) The Suffolk County Executive Office has approved the project utilizing the option of on-site disposal of floodplain sediments. The cost associated with this option is included in the total project cost estimate.

\(^{(b)}\) It is noted that the Town of Brookhaven has supported the completion of this restoration project, and will construct certain improvements along Gazzola Drive (catch basins, drainage and culvert replacement), as designed and permitted under this County project. The cost of this work – $464,400 – is not included in the total project cost indicated above (Res. No. 855-2016 - $194,000; Town of Brookhaven matching contribution – $269,500).

FISCAL IMPLICATIONS: None
RESOLUTION NO. -2016, ADOPTING LOCAL LAW NO. -2016, A LOCAL LAW TO CHANGE THE STANDARD FOR ADMISSION OF EVIDENCE AT HEARINGS BEFORE THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on 2016, a proposed local law entitled, "A LOCAL LAW TO CHANGE THE STANDARD FOR ADMISSION OF EVIDENCE AT HEARINGS BEFORE THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION;" 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. -2016, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO CHANGE THE STANDARD FOR ADMISSION OF EVIDENCE AT HEARINGS BEFORE THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

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 under the current law, the administrative hearings held pursuant to Chapter 528 of the Suffolk County Code before the Suffolk County Human Rights Commission ("the Commission") on complaints of discrimination are governed by the strict rules of evidence applicable in the Supreme Court of the State of New York.

This Legislature also finds that easing the admission and use of relevant evidence from the type of restrictions applied in court to the more relaxed standard commonly applied at administrative hearings will facilitate the inquiry into whether an unlawful discriminatory practice occurred.

This Legislature further finds that the Rules of Procedure adopted by the Commission do not require the use of the restrictive technical rules of evidence at its hearings for the admissibility of evidence.

The Legislature further determines that the provision in the Suffolk County Code governing the admissibility of evidence at hearings before the Commission should be consistent with the Commission's Rules of Procedure.

The Legislature also determines that the Rules of Practice of the New York State Division of Human Rights do not require the compliance with the technical rules of evidence, including hearsay rules, at the hearings before the Division of Human Rights.
Therefore, the purpose of this local law is to amend Chapter 528 of the Suffolk County Code to change the standard for admission of evidence at administrative hearings on complaints of discrimination.

Section 2. Amendments.

Chapter 528 of the SUFFOLK COUNTY CODE is hereby amended as follows:

Chapter 528
HUMAN RIGHTS

****

Article II
Unlawful Discriminatory Acts

****

§ 528-13 Jurisdiction and procedures.

****

K. Hearing.

****

(8) The form and content of proof admissible at the hearing shall be prescribed in the rules of procedure of the Commission. The hearing shall not be governed by the rules of evidence applicable in the Supreme Court of the State of New York. The testimony taken at the hearing shall be under oath and shall be transcribed.

****

Section 3. Applicability.

This law shall apply to hearings initiated on or after the effective date of this law.

Section 4. Severability.

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

Section 5. SEQRA Determination.

This Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 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.

Section 6. Effective Date.

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

[ ] Brackets denote deletion of existing language

___ Underlining denotes addition of new language

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
DATE: DECEMBER 27, 2016

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 CHANGE THE STANDARD FOR ADMISSION OF EVIDENCE AT HEARINGS BEFORE THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

SPONSOR: PRESIDING OFFICER ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 12/27/2016 PUBLIC HEARING: 2/7/2017

DATE ADOPTED/NOT ADOPTED: ________ CERTIFIED COPY RECEIVED: ________

Chapter 528 of the Suffolk County Code authorizes the Suffolk County Human Rights Commission to conduct hearings on complaints of discriminatory acts and practices. Currently, these hearings are governed by the rules of evidence applicable in the Supreme Court of the State of New York. This law would authorize the Human Rights Commission to adopt less restrictive rules to govern the admissibility of evidence at these hearings.

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-standard-admission-evidence-human-rights-commission
November 28, 2016

Jon Schneider  
Deputy County Executive  
100 Veterans Memorial Highway  
Hauppauge, NY 11788

Re: Suffolk County Human Rights Commission  
Resolution to change standard for admission of evidence

Dear Mr. Schneider:

Please find enclosed herein a copy of the proposed resolution amending the Suffolk County Code, Chapter 528, Article II, §528-13 (K) (Hearing), to lower the rules of evidence in an administrative hearing held before the Commission. The relaxed evidentiary standard will aid in the discovery of evidence useful in determining whether an unlawful discriminatory practice has occurred and will be beneficial to all parties, including pro se Complainants and Respondents. The amendment will also be consistent with the evidentiary rules of procedure adopted by the Commission.

It is respectfully requested that the resolution be laid on the table for consideration.

Thank you for your courtesies herein.

Sincerely,

[Signature]

DAWN A. LOTT

Encs.