1770. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law Town of Brookhaven (SCTM No. 0209-021.00-04.00-041.000). (Browning) WAYS & MEANS

1771. Adopting Local Law No. -2016, A Local Law to terminate alarm system registration fee. (Trotta) PUBLIC SAFETY

1772. Adopting Local Law No. -2016, A Local Law to enhance enforcement of smoking restrictions at multiple dwelling buildings. (Martinez) HEALTH


1774. Appoint member to the Suffolk County Community College Board of Trustees (E. Christopher Murray). (Hahn) EDUCATION AND HUMAN SERVICES

1775. Appointing Dennis Whittam as a member of the Suffolk County Vocational, Education, and Extension Board. (Hahn) PUBLIC SAFETY

1776. Adopting Local Law No. -2016, A Local Law to ensure fair employment in Suffolk County. (Pres. Off.) PUBLIC SAFETY

1777. Adopting Local Law No. -2016, A Local Law to require safe storage of firearms. (Pres. Off.) PUBLIC SAFETY

1778. Appropriating funds in connection with improvements to the County Correctional Facility C – 141 - Riverhead (CP 3014). (Co. Exec.) PUBLIC SAFETY

1779. Authorizing the acquisition of land under the New Suffolk County Drinking Water Protection Program (effective December 1, 2007) - open space component - for the Tuccio property – Peconic River Greenbelt addition - Town of Riverhead - (SCTM No. 0600-128.00-03.00-049.000). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1780. To readjust, compromise, and grant refunds and chargebacks on correction or errors/County Comptroller by: County Legislature No. 449-2016. (Co. Exec.) BUDGET AND FINANCE

1781. Authorizing an appraisal for the purchase of Development Rights of Farmland under the Suffolk County Drinking Water Protection Program, as amended by Local Law No. 24-2007 – Little Bing LLC and Big Bing LLC Farm property – Town of Southold (SCTM No. 1000-095.00-01.00-007.002 p/o and 1000-095.00-01.00-008.003 p/o). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1782. Accepting and appropriating 100% federal grant funds passed through the New York State Governor’s Traffic Safety Committee in the amount of $59,000 for the New York State Highway Safety Program for the Suffolk County Office of the Medical Examiner, Toxicology Laboratory and to execute grant related agreements. (Co. Exec.) PUBLIC SAFETY
1783. Authorizing the acquisition of land under the New Suffolk County Drinking Water Protection Program (effective December 1, 2007) - open space component - for the Estate Riehl property – Manorville Hills addition - Pine Barrens Core Town of Brookhaven - (SCTM Nos. 0200-511.00-06.00-065.000 and 0200-511.00-06.00-067.000). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1784. Authorizing the acquisition of land under the New Suffolk County Drinking Water Protection Program (effective December 1, 2007) - open space component - for the Weinzettle property - Mastic Shirley Conservation Area (Town of Brookhaven - SCTM Nos. 0209-037.00-01.00-007.000, 0209-037.00-01.00-009.000 and 0209-037.00-01.00-012.000). (Co. Exec.) ENVIRONMENT, PLANNING AND AGRICULTURE

1785. Approving the reappointment of Michael Murtha as a member of the Suffolk County Home Improvement Contracting Board. (Co. Exec.) SENIORS AND CONSUMER PROTECTION

1786. Approving the reappointment of Sean Brennan as a member of the Suffolk County Home Improvement Contracting Board. (Co. Exec.) SENIORS AND CONSUMER PROTECTION

1787. Approving the reappointment of Steve Macchio as a member of the Suffolk County Commercial, Industrial, Residential Septic Tank/Sewer Drain Treatment, Bacteria Additives and Maintenance Board. (Co. Exec.) SENIORS AND CONSUMER PROTECTION

1788. Appropriating funds in connection with the Renovation of Kreiling Hall - Ammerman Campus (CP 2114). (Co. Exec.) EDUCATION AND HUMAN SERVICES

1789. Amending the 2016 Operating Budget and appropriating funds in connection with bonding for a settlement for a liability case against the County. (Co. Exec.) BUDGET AND FINANCE

1790. Amending the 2016 Operating Budget and appropriating funds in connection with bonding for a settlement for a liability case against the County. (Co. Exec.) BUDGET AND FINANCE

1791. Accepting and appropriating 50% federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $564,390 for the “Local Emergency Management Performance Grant (LEMPG) FY2016” administered by the Suffolk County Department of Fire, Rescue and Emergency Services. (Co. Exec.) PUBLIC SAFETY

1792. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Annemarie Pettinato (SCTM No. 0200-521.00-03.00-007.001). (Co. Exec.) WAYS & MEANS

1793. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Candace M. Bayram (SCTM No. 0200-642.00-03.00-047.000). (Co. Exec.) WAYS & MEANS
1794. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Susanne Warren, as administrator of the Estate of Exum C. Warren (SCTM No. 0100-054.00-03.00-020.000). (Co. Exec.) WAYS & MEANS

1795. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Estate of Geneva Dunbar, by public administrator of Queens County, Lois M. Rosenblatt (SCTM No. 0302-003.00-08.00-007.000). (Co. Exec.) WAYS & MEANS

1796. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Irene Anderson, Geraldine Darby and Georgia Durlington, as successors and Heirs of the Estate of Julia S. King a/k/a Julia Klein (SCTM No. 0300-180.00-01.00-011.000). (Co. Exec.) WAYS & MEANS

1797. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Jill M. Spillett, as administrator of the Estate of Lillian McMahon (SCTM No. 0200-403.00-08.00-187.000). (Co. Exec.) WAYS & MEANS

1798. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Goals & Benefits, Inc. (SCTM No. 0900-295.00-01.00-010.009, 0900-295.00-01.00-010.019 and 0900-295.00-01.00-010.022). (Co. Exec.) WAYS & MEANS

1799. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act John Criscione and Ryan McGroary, as joint tenants with rights of survivorship (SCTM No. 0204-004.00-04.00-026.002). (Co. Exec.) WAYS & MEANS

1800. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Joseph Giordano (SCTM No. 0204-019.00-04.00-050.000). (Co. Exec.) WAYS & MEANS

1801. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Rupraj Realty, LLC (SCTM No. 0200-441.00-03.00-019.000). (Co. Exec.) WAYS & MEANS

1802. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Sampson Estates (SCTM No. 0209-002.00-01.00-024.000). (Co. Exec.) WAYS & MEANS

1803. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act Virginia P. Viette (SCTM No. 0400-061.00-03.00-009.000). (Co. Exec.) WAYS & MEANS

1804. Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act William M. Boyle and Geraldine A. Boyle, his wife (SCTM No. 0200-241.20-01.00-019.000). (Co. Exec.) WAYS & MEANS
1805. Authorizing the transfer of certain properties from the Suffolk County Department of Public Works to the Suffolk County Department of Economic Development and Planning, Division of Real Property Acquisition and Management (SCTM Nos. 0200-140.00-04.00-030.000; 0200-420.00-02.00-009.000; 0400-146.00-01.00-009.000; and 0600-084.00-04.00-039.000). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1806. Amending the 2016 Adopted Operating Budget to accept and appropriate additional Federal and State Aid from the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) to various contract agencies for a Cost-Of-Living Adjustment (COLA). (Co. Exec.) HEALTH

1807. Appropriating funds in connection with the Environmental Quality Geographic Information and Database Management System (CP 4081). (Co. Exec.) HEALTH

1808. Accepting and appropriating 8% New York State and 92% federal pass-through grant funds from the New York State Department of Health in the amount of $122,066 for the Children With Special Health Care Needs (“CWSHCN”) Program administered by the Suffolk County Department of Health Services, Division of Children with Special Needs and to execute grant related agreements. (Co. Exec.) HEALTH

1809. Accepting and appropriating 100% grant funds from New York State Department of Health in the amount of $35,921 for the Maternal and Infant Community Health Collaborative (“MICHC”) Program administered by the Suffolk County Department of Health Services, Division of Patient Care Services for a Cost-Of-Living Adjustment (COLA). (Co. Exec.) HEALTH

1810. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law (Town of East Hampton) (SCTM No. 0300-155.00-01.00-030.000). (Co. Exec.) WAYS & MEANS

1811. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law (Town of East Hampton) (SCTM No. 0300-155.00-01.00-031.000). (Co. Exec.) WAYS & MEANS

1812. Honoring an American Hero, Army Ranger Sgt. Jason Santora, by renaming a portion of County Road 16. (Muratore) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1813. Reappoint member to the Suffolk County Board of Trustees of Parks, Recreation, and Conservation (Arthur Leudesdorf). (Krupski) PARKS & RECREATION

1814. Designing the week of September 5th through September 11th as “Suicide Prevention Week” in Suffolk County. (Hahn) HEALTH

1815. Transferring Assessment Stabilization Reserve Funds to the capital fund, amending the 2016 Capital Budget and Program and appropriating funds for Chemical Bulk Storage Facilities for Sanitary Facilities in Suffolk County Sewer Districts (CP 8178). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1816. Accepting and appropriating a grant in the amount of $137,025 in federal pass-through funding from the State of New York Governor’s Traffic Safety Committee to provide enhanced enforcement of motor vehicle and traffic laws and regulations with 79.6% support. (Co. Exec.) PUBLIC SAFETY

1817. Accepting and appropriating a grant in the amount of $20,500 in federal pass-through funding from the State of New York Governor’s Traffic Safety Committee, for the Suffolk County Police Department’s Motorcycle Safety Enforcement and Education Program with 79.8% support. (Co. Exec.) PUBLIC SAFETY

1818. Transferring Assessment Stabilization Reserve Funds to the capital fund, amending the 2016 Capital Budget and Program, and appropriating funds for Safety and Security Improvements for Sanitary Facilities in Suffolk County Sewer Districts (CP 8103). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1819. Authorizing the County Executive to execute a revised agreement with the Islip Foreign Trade Zone Authority. (Co. Exec.) ECONOMIC DEVELOPMENT

1820. Transferring 100% grant funding in the amount of $1,000 awarded by the US Department of Justice to the Suffolk County Probation Department. (Co. Exec.) PUBLIC SAFETY

1821. Appropriating funds through the issuance of Sewer District Serial Bonds for the improvements to Suffolk County Sewer District No. 11 – Selden (CP 8117). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1822. Appropriating funds through the issuance of Sewer District Serial Bonds for the increase, improvement and extension to Suffolk County Sewer District No. 18 – Hauppauge Industrial (CP 8126). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1823. Appropriating funds through the issuance of Sewer District Serial Bonds for the improvements to Suffolk County Sewer District No. 7 – Medford (CP 8150). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1824. Appropriating funds through the issuance of Sewer District Serial Bonds for the improvements to Suffolk County Sewer District No. 10 – Stony Brook (CP 8175). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1825. Transferring Southwest Stabilization Reserve Funds to the capital fund, amending the 2016 Operating Budget, and appropriating funds for improvements to Sludge Treatment and Disposal at Suffolk County Sewer District No. 3 – Southwest (CP 8180) (Co. Exec.). PUBLIC WORKS, TRANSPORTATION AND ENERGY

1826. Transferring Southwest Stabilization Reserve Funds to the capital fund, amending the 2016 Operating Budget, and appropriating funds for Inflow/Infiltration Study/Rehabilitation and Interceptor Monitoring at Suffolk County Sewer District No. 3 – Southwest (CP 8181). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY
1827. A resolution making certain findings and determinations and issuing an order in relation to the increase and improvement of facilities for Sewer District No. 7 – Medford (CP 8194). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1828. Sale of County-owned real estate pursuant to Local Law No. 13-1976 David Bentley-Garfinkel and Allison R. Jeanes, as husband and wife (SCTM No. 0500-430.00-09.00-039.000). (Co. Exec.) WAYS & MEANS

1829. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law (Town of Brookhaven) (SCTM No. 0200-984.40-02.00-041.000). (Co. Exec.) WAYS & MEANS

1830. Sale of County-owned real estate pursuant to Section 72-h of the General Municipal Law (Town of Brookhaven) (SCTM No. 0200-984.40-02.00-043.000). (Co. Exec.) WAYS & MEANS

1831. Approving the reappointment of Rabbi Dr. Steven A. Moss as Chair of the Suffolk County Human Rights Commission. (Co. Exec.) PUBLIC SAFETY

1832. Approving the reappointment of Augustus G. Mantia, M.D. to the Suffolk County Human Rights Commission. (Co. Exec.) PUBLIC SAFETY

1833. Approving the reappointment of Mark J. Epstein, Esq. to the Suffolk County Human Rights Commission. (Co. Exec.) PUBLIC SAFETY

1834. Approving the reappointment of Dr. Yu-Wan Wang to the Suffolk County Human Rights Commission. (Co. Exec.) PUBLIC SAFETY

1835. Appropriating funds through the issuance of Sewer District Serial Bonds for the improvements to Suffolk County Sewer District No. 14 – Parkland (CP 8151). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

1836. Approving a license agreement for Bill Stegemann to reside at the Scully Estate County Park, Islip. (Co. Exec.) PARKS & RECREATION

1837. Accepting and appropriating a supplemental award of federal funding in the amount of $16,500 from the Department of Homeland Security, United States Immigration and Customs Enforcement (ICE), for the Suffolk County Police Department’s participation in the ICE El Dorado Task Force with 79.4% support. (Co. Exec.) PUBLIC SAFETY

1838. Accepting and appropriating a grant sub-award from the Research Foundation for the State University of New York for the project entitled, “Constructive Convergences”, 100% reimbursed by state funds at Suffolk County Community College. (Co. Exec.) EDUCATION AND HUMAN SERVICES

1839. Accepting and appropriating federal funding in the amount of $173,900 from the United States Department of the Treasury, Internal Revenue Service, for the Suffolk County Police Department’s participation in the IRS STEPP (Suffolk-Treasury Enhanced Prosecution Program) Program with 86.07% support. (Co. Exec.) PUBLIC SAFETY
1840. Accepting and appropriating an award of federal funding in the amount of $15,678 from the United States Department of Justice, U.S. Marshals Service, for the Suffolk County Police Department’s participation in Operation Safe Summer 2016 with 79.39% support. (Co. Exec.) PUBLIC SAFETY

1841. Accepting and appropriating grant funds in the amount of $424,975 from the United States Department of Transportation, Federal Motor Carrier Safety Administration, for a dedicated Commercial Motor Vehicle Safety Enforcement Project with 80% support. (Co. Exec.) PUBLIC SAFETY

1842. Authorizing the retirement and use of Workforce Housing Development Rights banked in the Suffolk County Save Open Space Bond Act Workforce Housing transfer of Development Rights Program Registry for use in the development of affordable housing in Brentwood. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1843. Donating surplus emergency Meals Ready to Eat (MREs) to recognize not-for-profit entities providing relief to Suffolk County residents in need. (Co. Exec.) PUBLIC SAFETY

1844. Accepting and appropriating a grant award from the State University of New York (SUNY), for an Innovative Instruction Technology Grant (IITG) entitled, “Expanding Mobile Makerspaces to Enhance Learning throughout Suffolk County Community College”, 100% reimbursed by state funds at Suffolk County Community College. (Co. Exec.) EDUCATION AND HUMAN SERVICES

1845. Accepting and appropriating a grant award from the U.S. Department of Labor, Employment and Training Administration (DOL/ETA), for the H-1B TechHire Partnership grant, 100% reimbursed by federal funds at Suffolk County Community College. (Co. Exec.) EDUCATION AND HUMAN SERVICES

1846. Accepting and appropriating a grant award amendment from the State University of New York for an Educational Opportunity Program, 100% reimbursed by state funds at Suffolk County Community College. (Co. Exec.) EDUCATION AND HUMAN SERVICES

1847. Accepting and appropriating a grant sub-award amendment from the research foundation for the State University of New York, Stony Brook University, the prime recipient of a grant award from the National Institute of General Medical Sciences, for a project entitled, “BioPREP: Biology Partnership in Research and Education Programs”, 100% reimbursed by federal funds at Suffolk County Community College. (Co. Exec.) EDUCATION AND HUMAN SERVICES

1848. Increasing the amount of the petty cash fund for the Suffolk County Traffic and Parking Violations Agency. (Co. Exec.) WAYS & MEANS

1849. Confirming the appointment of the Commissioner of Parks, Recreation and Conservation (Phillip A. Berdolt). (Co. Exec.) PARKS & RECREATION

1850. Adopting Local Law No. -2016, A Local Law to amend Section A13-10 of the Suffolk County Administrative Code to authorize the use of property held by the Police Property Bureau in law enforcement operations. (Co. Exec.) PUBLIC SAFETY
1851. Adopting Local Law No. -2016, A Local Law to authorize the indemnification and defense of traffic prosecutors providing services at the Suffolk County Traffic and Parking Violations Agency. (Co. Exec.) GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING

1852. Adopting Local Law No. -2016, A Local Law amending Chapter 77 of the Suffolk County Code to clarify application of the Suffolk County Ethics Code to former County employees. (Co. Exec.) WAYS & MEANS

1853. Adopting Local Law No. -2016, A Charter Law to ensure revenue replacement. (Co. Exec.) BUDGET AND FINANCE

PROCEDURAL MOTIONS

PM18. Setting land acquisition priorities in accordance with “AAA Program” requirements (2016 - Phase II). (Hahn)

PM19. Procedural resolution apportioning mortgage tax by: County Comptroller. (Pres. Off.)
RESOLUTION NO. -2016, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO SECTION 72-h OF THE GENERAL MUNICIPAL LAW TOWN OF BROOKHAVEN (SCTM NO. 0209-021.00-04.00-041.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Incorporated Village of Mastic Beach, Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0209 Section 021.00, Block 04.00 Lot 041.000 F/K/A/ District 0200, Section 978.90 Block 04.00 Lot 041.000 and acquired by Tax Deed on April 8, 2014 from Angie M. Carpenter, the County Treasurer of the Suffolk County, New York, and recorded on April 8, 2014 in Liber 12769 at CP 874 and described as follows, known and designated at Lots 137 to 140 inclusive on a certain map entitled "Map of Mastic Colony, and filed in the Office of the Clerk of the County of Suffolk on October 4, 1941 as Map No. 1347; and

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

WHEREAS, the Town of Brookhaven has requested that the County of Suffolk convey to the town the parcel being approximately 80' x 100' x variable in size with a preliminary value range of $20,000 to $38,000; now, therefore be it

1st RESOLVED, that the Assistant Director of Real Estate, and/or her designee is hereby authorized to execute and acknowledge a quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions provided herein to said Town of Brookhaven for the sum of $15,344.35 which is the amount of the County's investment plus the pro rata share of the current tax adjustment due at closing; and be it further

2nd RESOLVED, that the Town of Brookhaven will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for a municipal/ambulance purpose; with all right title and interest reverting to the County of Suffolk in the event that the Town of Brookhaven, at any time, uses or attempts to use said subject parcel for other than a municipal/ambulance purpose or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for a municipal/ambulance purpose; and be it further

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

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

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County

Date:
RESOLUTION NO. - 2016, ADOPTING LOCAL LAW NO. -2016, A LOCAL LAW TO TERMINATE ALARM SYSTEM REGISTRATION FEE

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 TERMINATE ALARM SYSTEM REGISTRATION FEE"; 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 TERMINATE ALARM SYSTEM REGISTRATION 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 sought to discourage and diminish the incidence of false alarms by establishing a permitting requirement for alarm systems in the Suffolk County Police District and imposing a fee schedule for false alarms occurring at homes and businesses in the Police District.

This Legislature agrees that imposing fees on alarm owners who experience repeated false alarms will help reduce false alarms. However, this Legislature does not believe that requiring all homeowners and businesses -- many of whom have operated their alarm systems without incident for many years -- to pay a $50 or $100 fee to register their system is unnecessary to achieve a reduction in false alarms.

This Legislature concludes that the annual registration fee for alarm systems imposed by Local Law No. 42-2015 should be eliminated immediately and the monies received to date by the County should be refunded to those who have already registered with the County.

Therefore, the purpose of this local law is to eliminate the registration requirement for alarm system owners in the Police District.

Section 2. Repeal and Replace.

Local Law No. 42-2015 is hereby repealed. Article II of Chapter 290 of the SUFFOLK COUNTY CODE is hereby repealed and replaced with a new Article II to read as follows:

CHAPTER 290.
ALARMS
Article II. False Alarm Fees.

§ 290-6. Definitions.

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

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

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

Commissioner - The Commissioner of the Suffolk County Police Department.

Department -The Suffolk County Police Department.

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

Nonresidential Building -Any improved property consisting of a building or structure that is not a residential building.

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

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

§ 290-7. Fees.

An alarm owner shall be subject to warnings and fees for false alarm notifications issued by the Department for each occurrence of a false alarm occurring within any one calendar year, in accordance with the following graduated schedule:

Residential Building

1st false alarm - written warning only
2nd false alarm - written warning only
3rd false alarm – written warning only
4th false alarm – written warning only
5th false alarm - $100
6th false alarm - $125
7th false alarm - $150
8th false alarm - $175
9th and all subsequent false alarms - $200

Non-Residential Building

1st false alarm - written warning only
2nd false alarm - written warning only
3rd false alarm – written warning only
4th false alarm – written warning only
5th false alarm - $100
6th false alarm - $125
7th false alarm - $150
8th false alarm - $175
9th and all subsequent false alarms - $200

§ 290-8. Appeals.

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


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

Section 2. Refund Policy.

The County of Suffolk shall refund all fees collected by the Police Department as a result of issuing permits to alarm system owners prior to the repeal of Local Law No. 42-2015.

Section 3. Applicability.

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

Section 4. Severability.

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

**Section 5. SEQRA Determination.**

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

**Section 6. Effective Date.**

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\\laws\\terminate-alarm-system-registration-fee
DATE: AUGUST 24, 2016

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2016

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

SPONSOR: LEGISLATORS TROTTA AND CILMI

DATE OF RECEIPT BY COUNSEL: 8/22/2016 PUBLIC HEARING: 10/5/2016
DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED:

This proposed local law would eliminate the registration requirement for alarm system owners within the Suffolk County Police District and the corresponding registration fees ($50 fee for residential buildings and $100 fee for commercial buildings) that were established by Local Law No. 42-2015.

Additionally, this law would amend the existing fee schedule for false alarms, providing additional warnings to alarm owners before fees would be imposed and capping fees for false alarms at $200 per alarm for the ninth and all subsequent false alarms at a single location.

This law would also establish a policy requiring the County to refund all registration fees collected from alarm owners to date.

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-terminate-alarm-system-registration-fee
RESOLUTION NO. - 2016, ADOPTING LOCAL LAW NO. -2016, A LOCAL LAW TO ENHANCE ENFORCEMENT OF SMOKING RESTRICTIONS AT MULTIPLE DWELLING BUILDINGS

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 ENHANCE ENFORCEMENT OF SMOKING RESTRICTIONS AT MULTIPLE DWELLING BUILDINGS"; 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 ENHANCE ENFORCEMENT OF SMOKING RESTRICTIONS AT MULTIPLE DWELLING BUILDINGS

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

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the County of Suffolk enacted Local Law No. 37-2015 to prohibit smoking in common areas of multiple dwelling buildings and in close proximity to the entrances of such buildings.

This Legislature further finds that the Department of Health Services has recommended several amendments to Local Law No. 37-2015, which will allow the Department to enforce the law more effectively.

Therefore, the purpose of this local law is to prohibit smoking within fifty (50) feet of any multiple dwelling building and to amend the definition of "common areas" so it is slightly less restrictive.

Section 2. Amendments.

Chapter 754 of the SUFFOLK COUNTY CODE is hereby amended as follows:

CHAPTER 754. SMOKING

§ 754-2. Definitions.

As used in this chapter, the following term shall have the meaning indicated:
Common Areas

Every enclosed or unenclosed area of a multiple-dwelling building that residents of more than one unit are entitled to enter or use, including but not limited to halls, pathways, lobbies, courtyards, elevators, stairs, community rooms, playgrounds, gym facilities, swimming pools, [parking garages, parking lots, grassy or landscaped areas.] restrooms, laundry rooms, cooking area, eating areas and meeting rooms.

* * *

§ 754-3. Limitations and restrictions.

* * *

U. Smoking is prohibited in common areas of multiple-dwelling buildings and within [a fifty-foot radius of all entrances and exits of such buildings and within 50 feet of any ventilation intake that serves an enclosed area] fifty feet of a multiple-dwelling building.

* * *

Section 3. Applicability.

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

Section 4. Severability.

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

Section 5. SEQRA Determination.

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

Section 6. Effective Date.
This law will take effect within sixty (60) days after 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:

s:\laws\n-enhance-smoking-restrictions-multiple-dwellings
DATE: AUGUST 24, 2016
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2016

TITLE: I.R. NO. 2016; A LOCAL LAW TO ENHANCE ENFORCEMENT OF SMOKING RESTRICTIONS AT MULTIPLE DWELLING BUILDINGS

SPONSOR: LEGISLATOR MARTINEZ

DATE OF RECEIPT BY COUNSEL: 8/22/2016 PUBLIC HEARING: 10/5/2016
DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED:

This proposed local law would amend the County’s smoking restrictions applicable to multiple dwelling buildings by:

1) prohibiting smoking within fifty feet of any multiple dwelling building; and

2) lifting the current restriction on smoking in parking garages, parking lots and grassy or landscaped areas located more than fifty feet from a multiple dwelling building.

This law will take effect sixty days after it is filed with the Secretary of State.

GEORGE NOLAN
Counsel to the Legislature

GN:js
s:\rule28\28-enhance-smoking-restrictions-multiple-dwellings
RESOLUTION NO. -2016, APPROVING PAYMENT TO GENERAL CODE PUBLISHERS FOR ADMINISTRATIVE CODE PAGES

WHEREAS, General Code Publishers Corp. has provided Supplement No. 17 to update the Suffolk County Administrative Code totaling $3494.53 and

WHEREAS, Resolution No. 461-1986 established a schedule of fees for entities and/or individuals requesting such Administrative Code and pages from the County Legislature and Resolution No. 189-1991 amended said fee schedule; now, therefore be it

1st RESOLVED, that the payment of $3494.53 for the provisions of such pages is hereby approved.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
RESOLUTION NO. -2016 APPOINT MEMBER TO THE
SUFFOLK COUNTY COMMUNITY COLLEGE BOARD OF
TRUSTEES (E. CHRISTOPHER MURRAY)

WHEREAS, Resolution No. 370-2011 reappointed Dafny J. Irizarry to the Board
of Trustees of the Suffolk County Community College for a term of office to expire on June 30,
2018; and

WHEREAS, Dafny J. Irizarry tendered her resignation term as a member of the
Suffolk County Community College Board of Trustees effective September 1, 2016; now,
therefore be it

1st RESOLVED, that E. Christopher Murray is hereby appointed as a member of the
Board of Trustees of the Suffolk County Community College pursuant to Section 6306(1) of the
NEW YORK EDUCATION LAW, for a term of office to expire on June 30, 2018.

DATED:

EFFECTIVE PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY
ADMINISTRATIVE CODE AND SECTION 6306(1) OF NEW YORK EDUCATION LAW

s:\res\r-appt-murray-scnc
E. CHRISTOPHER MURRAY
Stony Brook, NY 11790

RUSKIN MOSCOU FALTISCHEK, P.C., Uniondale, New York
Partner: Partner concentrating in commercial, environmental, zoning, real estate, anti-trust, insurance, intellectual property, employment and civil rights litigation before federal and state courts. Lead counsel in numerous jury and bench trials involving complex commercial transactions. Argued appeals before the United States Court of Appeals for the Second Circuit and New York State Court of Appeals. Chairman of Environmental, Land Use and Not-for-Profit Practice Groups. Admitted to the United States Supreme Court, as well as United States Court of Claims.

REISMAN, PEIREZ & REISMAN, L.L.P., Garden City, New York
Partner: Practice concentrating in commercial, environmental, zoning, real estate, intellectual property, employment and civil rights litigation before federal and state courts; lead counsel in over 30 trials before the Commercial Divisions of the New York and Nassau Counties Supreme Court; conducted administrative hearings before New York State Department of Environmental Conservation; argued numerous appeals before the United States Court of Appeal for the Second Circuit and New York State Supreme Court, Appellate Division, First and Second Departments; 35 reported appellate level opinions.

RICE & JUSTICE, New York, New York
Associate: Representation of trade associations and businesses before the New York State Legislature and New York State regulatory agencies.

MUDGE ROSE GUTHRIE ALEXANDER & FERDON, New York, New York
Associate: Litigation Department; involved in all aspects of commercial litigation before federal and state court including motion practice, appeals, discovery and trials.

EDUCATION

Georgetown University Law Center, Washington, DC
JD – 1987, cum laude
Graduated in top 15 percent of class
Editor, Law and Policy in International Business

State University of New York at Albany
BA – 1983, summa cum laude
Major: Economics; Minor: Political Science
Graduated top 5 percent of class

COMMUNITY AND PROFESSIONAL ACTIVITIES
President, Nassau County Mental Health Association, Inc.
President, Autism Legal Foundation, Inc.
Past President, Nassau Council of Chambers of Commerce, Inc.
Former Member, North Hempstead Board of Zoning Appeals
Board of Directors, The Center for Developmental Disabilities, Inc.
Board of Directors, Literacy Nassau; Facilitator for Next Chapter Book Club for Adults with Autism
RESOLUTION NO. -2016, APPOINTING DENNIS WHITTAM AS
A MEMBER OF THE SUFFOLK COUNTY VOCATIONAL,
EDUCATION, AND EXTENSION BOARD

WHEREAS, a Suffolk County Resolution of May 24, 1943, created a Suffolk County Vocational, Education, and Extension Board for the purpose of giving instruction to the volunteer firemen of the County of Suffolk; and

WHEREAS, appointments to said Board are authorized to be made by the Suffolk County Legislature pursuant to Section 1101(2) of the NEW YORK EDUCATION LAW; and

WHEREAS, the term of office of Donald J. Nimphius expired on July 31, 2016; now, therefore be it

1st RESOLVED, that Dennis Whittam, currently residing in Port Jefferson Station, New York 11776, is hereby is appointed to the Suffolk County Vocational, Education, and Extension Board for a term of office to expire on July 31, 2025, said appointment having been made pursuant to the provisions of Section 1101(2) of the NEW YORK EDUCATION LAW.

DATED:

EFFECTIVE PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY CHARTER.

s:\res\appt-whittam-veeb
Objective

I believe my past work experiences along with my firematic background would naturally lend itself in becoming an empathic member of the Vocational Education and Extension Board for the Suffolk County Fire Academy.

Experience

2000 – Present

• I am the Editor for Fire News.
• Photographer for Fire News, the Suffolk County Fire Academy, the Brookhaven Fire Chiefs Council and a contributor to the FDNY’s WNYF.
• Suffolk County FRES Coordinator FC 43 (Technical Information Specialist)

1992 – Present

**Terryville Fire Department, Port Jefferson Station, NY 11776**

Rank: Ex-Captain – Currently TFD Department Incident Safety Officer and PIO

• RIT Certified, Water Rescue-Awareness Level, ICS Systems, Fire Police Procedures
• Heavy Rescue Certified, VFS Management, EVOC Training, Advanced Firefighter Certificate, Safety Officer Certification, PIO Awareness, ICS 300
• Served at the Long Island Wild Fires, Flight 800 Disaster, and the WTC Incident.
• Recognized for meritorious service by the Suffolk County Volunteer Firemen’s Association for participating in a RIT Rescue.

1975 – 2008 **Lynbrook Public Schools, Lynbrook, NY - Technology Education Teacher**

• I served the Lynbrook School District as an Industrial Arts/Technology Education teacher for 33 years. I retired from education on June 30, 2008.
• Along with teaching Technology Education, I was responsible for starting a television production course. My program was recognized and highlighted twice by News12.
• I was responsible for producing numerous school publications.

1971-Present – **Freelance Photographer**

• Photographed numerous incidents throughout NYC and Long Island. A few of my photographs can be viewed at www.nyfirephotos.com.
• Official Photographer for the FDNY Hockey Team and the NYC Fire Chiefs Association
• B.S. in Industrial Arts Education - City College of New York.
• M.S. Special Education - C.W. Post College.
• Professional diploma in Administration and Supervision - Brooklyn College.

Area's Related to Position

• Member of the FDNY-Fire Bell Club and the NYC Fire Chiefs Association
• FDNY Honorary Battalion Chief and member of the NYC Honorary Fire Officers Association
• Member of the FDNY Honor Legion
• Member of FASNY and the NYSAFC
• I have been a contributor to various magazines such as Size Up and The Volunteer Firefighter Magazine.
Honorable Kara Hahn  
Suffolk County Legislature  
306 Main Street  
Port Jefferson, NY 11777  

August 24, 2016  

Dear Legislator Hahn,  

At the August 22\textsuperscript{nd} meeting of the Vocational Education and Extension Board of Suffolk County, a resolution was adopted selecting Mr. Dennis Whittam to replace Mr. Donald Nimphius who retired from the Board on July 31, 2016.

Seven applicants for the position were interviewed by a committee comprised of representatives from the VEEB Board, Suffolk County Fire Chiefs, Suffolk County Fire Districts and Suffolk County Vollies. Mr. Whittam was their unanimous selection.

Mr. Whittam, one of your constituents, resides at in Port Jefferson Station. He will be contacting you to request your sponsoring him for appointment to the VEEB, by the Suffolk County Legislature.

I have enclosed a copy of his résumé. If you have any questions, please contact me at or on my cell  

Thank you for your attention to this matter.

Respectfully,

Robert E. Holley  
Executive Director
RESOLUTION NO. - 2016, ADOPTING LOCAL LAW NO. -2016, A LOCAL LAW TO ENSURE FAIR EMPLOYMENT IN SUFFOLK COUNTY

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 ENSURE FAIR EMPLOYMENT IN SUFFOLK COUNTY"; 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 ENSURE FAIR EMPLOYMENT IN SUFFOLK COUNTY

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

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the County of Suffolk is committed to protecting the human rights of all its residents.

This Legislature also finds and determines that presently, the County's human rights law prohibits employment discrimination based on an individual's prior involvement in criminal proceedings.

This Legislature further finds and determines that a movement is underway throughout the nation to strengthen laws against discrimination based on a person's prior involvement in the criminal justice system in order to improve employment outcomes for these citizens.

This Legislature also finds that approximately 70 million American adults have an arrest or criminal conviction on their record.

This Legislature finds that statistics show that disclosing an arrest or conviction on a job application reduces the likelihood of being called for an interview by 50%, regardless of an applicant's merits or the relevance of such conviction to the job duties.

This Legislature determines that allowing individuals with convictions to fairly obtain employment is good for the economy and for business - increasing individual tax contributions, boosting consumption and sales tax and saving tax dollars by keeping people out of the criminal justice system.

This Legislature also finds that removing the conviction history "check box" from applications is a proven method of increasing employment opportunities for individuals with criminal convictions; instead of having their application thrown out on the basis of one answer, applicants are able to obtain interviews and employment regardless of their conviction status.
This Legislature further finds that fair chance employment policies are endorsed by the United State Equal Employment Opportunity Commission and have been adopted in 24 states, 100 municipalities and by many private employers like Target, Walmart, Starbucks, Facebook and Koch Industries.

This Legislature also determines that Suffolk County should join the growing number of governments that prohibit conviction history check boxes on employment applications to increase employment opportunities for all County residents.

Therefore, the purpose of this law is to amend Chapter 528 of the Suffolk County Code to prohibit inquiry into criminal arrests or convictions on employment applications until a conditional offer of employment is extended.

Section 2. Amendments.

Chapter 528 of the SUFFOLK COUNTY CODE is hereby amended as follows:

Chapter 528. Human Rights.

* * * *

Article II. Unlawful Discriminatory Acts

* * * *

§ 528-7. Unlawful discriminatory practices in employment.
A. It shall be an unlawful discriminatory practice:

* * * *

(13) Arrest and Conviction records; employer inquiries.

(a) For any employer, employment agency or agent thereof to declare, print, circulate or cause to be declared, printed or circulated any solicitation, advertisement or publication which expresses, directly or indirectly, any limitation or specification in employment based on a person's arrest or criminal conviction;

(b) For any employer to make any inquiry or statement related to the arrest or criminal conviction of any person who is in the process of applying for employment with such employer or agent thereof until such employer or agent has extended a conditional offer of employment to the applicant. For the purposes of this Subsection (A)(13), applicants seeking temporary employment at a temporary help firm, as defined in New York Labor Law § 916(5), an offer to be placed in the temporary help firm's general applicant pool shall constitute a conditional offer of employment. "Inquiry" shall be defined for the purposes of Subsection (A)(13) as any question communicated to an applicant, in writing or otherwise, or any search of
publicly available records or consumer reports that are conducted for the purpose of obtaining an applicant's background information regarding (i) an arrest record; (ii) a conviction records, or (iii) a criminal background check.

(c) After extending an applicant a conditional offer of employment, an employer, employment agency or agent thereof may inquire about the applicant's arrest or conviction record. Before taking any adverse employment action based on such inquiries, the employer, employment agency or agent thereof shall:

(i) provide a written copy of the inquiry to the applicant in a manner to be determined by the Commission;

(ii) perform an analysis of the applicant under Article 23-A of New York Correction Law and provides a written copy of such analysis to the applicant in a manner to be determined by the Commission, which shall include, but not be limited to, supporting documents that formed the basis for an adverse action based on such analysis and the employer's or employment agency's reasons for taking any adverse action against such applicant; and

(iii) after giving the applicant the inquiry and analysis in writing, the employer, employment agency or agent thereof shall provide the applicant with at least three business days to respond, holding the position open during that time.

(d) An applicant shall not be required to respond to any inquiry or statement that violates this section and any refusal to respond to such inquiry or statement shall not disqualify an applicant from the prospective employment.

(e) The requirements of this Subsection (A)(13) shall not apply to any actions taken by an employer or agent thereof pursuant to any federal, state or local law which requires criminal background checks for employment purposes or bars employment based on criminal history.

(f) These requirements shall not apply to any actions taken by an employer or agent with respect to applications for employment as a police officer or peace officer as defined in New York Criminal Procedure Law, or at a law enforcement agency, as defined in Article 23-A of the New York Correction Law, including but not limited to, police departments, fire rescue and emergency services, the Sheriff's office, the District Attorney's office and the Department of Probation.

(g) The provisions of this Subsection (A)(13) shall be enforceable against public entities by a proceeding brought pursuant to Article 78 of the New York Civil Practice Laws and Rules. The provision as applied to private employers shall be enforced by the administrative proceedings of the Commission.

* * * *
Section 3. Applicability.

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

Section 4. Severability.

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

Section 5. SEQRA Determination.

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

Section 6. Effective Date.

This law shall take effect 120 days after 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:

s:\laws\amend county human rights law
DATE: August 31, 2016
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2016

TITLE: I.R. NO. 8-2016; A LOCAL LAW TO ENSURE FAIR EMPLOYMENT IN SUFFOLK COUNTY

SPONSOR: PRESIDING OFFICER GREGORY

DATE OF RECEIPT BY COUNSEL: 8/30/2016 PUBLIC HEARING: 10/5/2016

DATE ADOPTED/NOT ADOPTED: _______________ CERTIFIED COPY RECEIVED: _______________

This proposed local law would amend the Chapter 528 of the SUFFOLK COUNTY CODE to prohibit employers, employment agencies or agents thereof to ask a prospective employee about his or her criminal arrest and conviction history prior to extending an offer of employment. Employers who take an adverse action against a prospective employee after making a criminal history inquiry (following an offer of employment) must provide the prospective employee with a written copy of the inquiry, perform an analysis of the applicant under Article 23-A of the New York Corrections Law and allow the applicant an opportunity to respond to the employer's analysis.

The requirements of this law shall not apply to any action taken by an employer pursuant to federal, state or local laws which require criminal background checks for employment purposes or bar employment based upon criminal history. These requirements shall not apply to any actions taken by an employer with respect to applications for employment as a police officer or peace officer, as defined in New York Criminal Procedure Law, or at a law enforcement agency, as defined in Article 23-A of New York Correction Law, including, but not limited to fire, rescue and emergency service, the Sheriff's office, the District Attorney's office and the Department of Probation.

The provisions of this law will be enforceable against public entities by a proceeding brought pursuant to Article 78 of the New York Civil Practice Laws and Rules. The provisions of this law will be enforced against private employers by an administrative proceeding of the County Human Rights Commission.

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

GEORGE NOLAN
Counsel to the Legislature
RESOLUTION NO. - 2016, ADOPTING LOCAL LAW NO. 
-2016, A LOCAL LAW TO REQUIRE SAFE STORAGE OF 
FIREARMS

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 
REQUIRE SAFE STORAGE OF FIREARMS"; 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 REQUIRE SAFE STORAGE OF FIREARMS

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 injuries and fatalities 
attributable to unsecured or improperly stored firearms are a serious threat to public health.

This Legislature also finds and determines that reasonable regulation of the 
storage of firearms is necessary and proper to enhance safety in the home and reduce the 
incidence of violent crime while respecting the rights of gun owners.

This Legislature further finds and determines that unintentional shootings or 
impulsive acts of domestic violence and self-inflicted harm are significantly increased in 
households where firearms are unsecured, unlocked and easily accessible to children and 
unauthorized users.

This Legislature finds that studies have determined that 70 percent of child 
shooting deaths could have been prevented if the firearm had been properly secured and further 
this Legislature views such preventable child deaths as not merely tragic, but as a pediatric 
health crisis which our society must take action to address.

This Legislature also determines that improperly stored firearms can contribute to 
the occurrence of incidents of intentional self-harm and research suggests that the risk of 
suicide increases in homes where firearms are kept unlocked or unsecured.

This Legislature also finds that some of the most horrific acts of violence in this 
country’s recent history have involved the use of firearms in the school setting.

This Legislature further finds that secure storage of firearms can help avert 
tragedy by preventing children from accessing their parents’ unsecured firearms and bringing 
them to school.
Therefore, the purpose of this law is to regulate the storage of firearms to keep firearms out of the hands of children and other unauthorized users and to promote responsible gun ownership.

Section 2. Definitions.

"FIREARM" – shall mean any weapon from which a shot is discharged by force of an explosive, or a weapon which acts by force of gunpowder, and shall include any weapon capable of being loaded with powder, ball or ammunition, including but not limited to handguns, pistols, rifles, shotguns, and machine guns, whether completed, assembled or from which any part or piece has been removed therefrom.

"PERSON" – shall mean any natural person, firm, partnership, association, corporation, company or organization of any kind.

"PHYSICAL INJURY" – means any impairment of physical condition or substantial pain.

"SAFETY LOCKING DEVICE" – shall mean a design adaptation or attachable accessory that will prevent the use of the firearm by an unauthorized user, and includes, but is not limited to, a trigger lock, which prevents the pulling of the trigger without the use of a key, or a combination handle, which prevents the use of the weapon without the alignment of the combination tumblers.

"SAFE STORAGE DEPOSITORY" – shall mean a safe or other secure container which, when locked, is incapable of being opened without the key, combination or other unlocking mechanism and is capable of preventing an unauthorized person from obtaining access to and possession of the firearm contained therein.

"SERIOUS PHYSICAL INJURY" – shall mean physical injury which creates a substantial risk of death, or which causes death or serious and protracted disfigurement, protracted impairment of health or protracted loss or impairment of the function of any bodily organ.

Section 3. Safe Storage Depositories or Safety Locks Required.

(A) No person who owns, controls or is custodian of a firearm shall store or otherwise leave such firearm out of his or her immediate possession or control without having first either 1) securely locked such firearm in an appropriate safe storage depository or 2) rendered such firearm incapable of being fired by use of a safety locking device appropriate to that firearm.

Section 4. Report of Theft or Loss to Police Department.

Any theft or loss a firearm, whether from a storage vault, safe storage depository or other location, shall be reported immediately upon discovery to the Suffolk County Police Department. The Suffolk County Police Department shall maintain a record of all such reported thefts, including the identity of the owner of the firearm, the caliber, make, model, manufacturer’s name and serial number of the firearm, the place where the theft or loss occurred, the manner in which such firearm had been sorted, and the time and date when the loss or theft was discovered.

Section 5. Penalties for Offenses.
A. Any person who shall violate or shall neglect or refuse to comply with Section 3 of this local law:

1. upon conviction of a first offense which does not result in physical injury, serious physical injury or death, shall be guilty of a violation punishable by a fine not exceeding $250 or by imprisonment not exceeding 15 days;

2. upon conviction of a second offense or of a first offense which results in physical injury, serious physical injury or death, shall be guilty of a misdemeanor punishable by a fine not exceeding $1,000 or by imprisonment not exceeding one year, or by both such fine and imprisonment.

Section 6. Applicability.

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

Section 7. Severability.

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

Section 8. SEQRA Determination.

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(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 9. 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:

s:\laws\firearm-storage
DATE: August 31, 2016

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2016

TITLE: I.R. NO. -2016; A LOCAL LAW TO REQUIRE SAFE STORAGE OF FIREARMS

SPONSOR: PRESIDING OFFICER GREGORY

DATE OF RECEIPT BY COUNSEL: 08/30/2016 PUBLIC HEARING: 10/05/2016

DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED:

This proposed local law would require any person who owns or controls a firearm to ensure that said firearm is securely locked in a safe storage depository or rendered incapable of being fired by use of a safety locking device, when the firearm is not in his or her immediate possession.

The owner of a firearm must report the theft or loss of a firearm to the Suffolk County Police Department and the Department will maintain a record of all such reported thefts.

A first conviction under this law that does not result in physical injury, is punishable by a fine not exceeding $250 or by imprisonment not exceeding 15 days. A first conviction that results in physical injury or an offender’s second conviction, shall be a misdemeanor punishable by a fine not exceeding $1,000 and/or by imprisonment not exceeding one year.

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

GEORGE NOLAN
Counsel to the Legislature

GN:

s:\rule28\28-gun-storage-safety
RESOLUTION NO. – 2016, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO THE COUNTY CORRECTIONAL FACILITY C – 141 - RIVERHEAD (CP 3014)

WHEREAS, the Sheriff of Suffolk County has requested additional funds for the repair or replacement of infrastructure throughout the Riverhead Maximum and Medium Security Correctional Facilities (County Correctional Facility C – 141) along with the administrative wing of the building, and

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

WHEREAS, after thirty-six years of continuous use, the Riverhead Maximum and Medium Security Correctional Facilities continue to require immediate repairs to keep the facilities operational and habitable; and

WHEREAS, the majority of these renovations, repairs and improvements are interrelated and require a definitive schedule of funding; and

WHEREAS, there are sufficient funds within the 2016 Capital Budget and Program to cover the Planning and Construction costs of said request under Capital Program Number 3014; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $1,600,000 in Suffolk County Serial Bonds; now, therefore be it

1st RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5 (C) (1),(2), (25) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and Chapter 279 of the Suffolk County Administrative Code, as the administration and adoption of this legislative decision involves the maintenance, repair and replacement of a structure or facility, in kind, on the same site involving no substantial changes in an existing structure or facility; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-nine (59), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the proceeds of $1,600,000 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-3014.326</td>
<td>18</td>
<td>Improvements to the County Correctional Facility C-141-Riverhead</td>
<td>$1,500,000</td>
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<tr>
<td>(Fund 001-Debt Service)</td>
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<td>525-CAP-3014.520</td>
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<td>Improvements to the County Correctional Facility C-141-Riverhead</td>
<td>$100,000</td>
</tr>
<tr>
<td>(Fund 001-Debt Service)</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

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. __2016__, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO THE COUNTY CORRECTIONAL FACILITY C - 141 - RIVERHEAD (CP 3014)  

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  
August 25, 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>
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<tr>
<td>TOTAL</td>
<td>$126,176</td>
<td>$0.24</td>
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### POLICE DISTRICT AND DISTRICT COURT

<table>
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<tr>
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<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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<tr>
<td>TOTAL</td>
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### COMBINED

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<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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<td>TOTAL</td>
<td>$126,176</td>
<td>$0.24</td>
<td>$0.003</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
<table>
<thead>
<tr>
<th>Date</th>
<th>Coupon</th>
<th>Principal</th>
<th>Interest</th>
<th>Total Debt Service</th>
<th>Fiscal Debt Service</th>
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</table>

**Total**

$1,600,000.00 | $292,646.25 | $1,892,646.25 | $1,892,646.25
# 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>
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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.
### 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.
2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating Funds in Connection with Improvements to the County Correctional Facility C-141- Riverhead (CP 3014).

PURPOSE OR GENERAL IDEA OF BILL: The purpose of this resolution is to appropriate funds in connection with the repair or replacement of infrastructure throughout the Riverhead Maximum and Medium Security Correctional Facility for 2016 under Capital Project 3014.

SUMMARY OF SPECIFIC PROVISIONS: This resolution appropriates $1,500,000 in construction funds and $100,000 in furniture and equipment funds in 2016 so that much needed repairs and renovations to the 1969 and 1991 portions of the Correctional Facility in Riverhead can continue in a timely manner.

JUSTIFICATION: As a direct result of thirty-six years of continuous overcrowding, this facility continues to deteriorate at an alarming rate and requires immediate repairs to keep the facility operational and habitable. With a housing capacity of 964 without variances, and an anticipated growth in the County’s inmate population over the next decade, this complex will continue to be used for years to come. The intent of this project is to continue the investment in repair and maintenance necessary to keep this asset in good condition. Towards this end, a comprehensive engineering study was performed in 2012 that identified key areas of concern and established a general priority to be followed when deciding what work needs to be performed to ensure that all relevant mechanical, electrical, structural, environmental, and data/communication systems remain in good working order.

FISCAL IMPLICATIONS: Serial Bonds will be issued to finance this project. Principal and interest costs will be incurred over the life of the Bonds.
To: Jon Schneider, Deputy County Executive  
From: Anthony G. Paparatto, Chief of Staff  
Date: 1/7/16  
Re: INTRODUCTORY RESOLUTION REQUEST — CP 3014 —  

Improvements to the County Correctional Facility C-141, Riverhead

Per the 2016 Adopted Capital Budget, the Sheriff’s Office requests the introduction of a resolution to appropriate funds in connection with the repair or replacement of infrastructure throughout the Riverhead Maximum and Medium Security Correctional Facility for 2016 under Capital Project 3014.

This resolution appropriates $1,500,000 in construction funds and $100,000 in furniture and equipment funds in 2016 so that much needed repairs and renovations to the 1969 and 1991 portions of the Correctional Facility can continue in a timely manner. As a direct result of thirty-six years of continuous overcrowding, this facility continues to deteriorate at an alarming rate and requires immediate repairs to keep the facility operational and habitable. With a housing capacity of 964 without variances, and an anticipated growth in the County’s inmate population over the next decade, this complex will continue to be used for years to come.

The intent of this project is to continue the investment in repair and maintenance necessary to keep this asset in good condition. Towards this end, a comprehensive engineering study was performed in 2012 that identified key areas of concern and established a general priority to be followed when deciding what work needs to be performed to ensure that all relevant mechanical, electrical, structural, environmental, and data/communication systems remain in good working order.

In order to avoid a significant backlog of deferred maintenance in our correctional system, we urge that this resolution be laid on the table at your earliest convenience. Our objective is to generate significant cost savings by accelerating projects now, thereby avoiding construction cost inflation and cost increases due to deterioration caused by deferred maintenance.
Copies of a draft resolution, impact statement and introductory form are attached. An e-mail version was also sent to CE RESO REVIEW, under the titles:

“Reso-Sheriff-2016 funds for CP3014”;
“Backup-SHF-CP 3014-SCIN 175A”;
“Backup-SHF-CP 3014-SCIN 175B”; and
“Back-up SHF-CP 3014-Cover Letter-2016”.

Thank you for your consideration in reviewing this draft resolution.

AGP/dlh
Attachments
RESOLUTION NO. - 2016  AUTHORIZING
THE ACQUISITION OF LAND UNDER THE NEW
SUFFOLK COUNTY DRINKING WATER
PROTECTION PROGRAM (EFFECTIVE
DECEMBER 1, 2007) - OPEN SPACE
COMPONENT - FOR THE TUCCIO
PROPERTY - PECONIC RIVER GREENBELT
ADDITION (TOWN OF RIVERHEAD - SCTM#
0600-128.00-03.00-049.000)

WHEREAS, Local Law No. 24-2007, "A Charter Law Extending and Accelerating the
Suffolk County ½% Drinking Water Protection Program for Environmental Protection," Section
C12-2(A)(1) authorized the use of 31.10 percent of sales and compensating tax proceeds
generated each year for environmental protection, as determined by duly enacted Resolutions
of the County of Suffolk; and

WHEREAS, adequate funding is provided for, pursuant to Section C12-2(A)(1) of the
SUFFOLK COUNTY CHARTER, from 31.10 percent of the sales and compensating tax
proceeds, for the acquisition of such land; and

WHEREAS, Resolution No. 877-2005, authorized planning steps for the acquisition of
said property; and

WHEREAS, the Environmental Trust Review Board has reviewed the appraisals and the
report of the Internal Appraisal Review Board and has approved the purchase price and
authorized the Director of Real Estate and/or his designee to negotiate the acquisition; and

WHEREAS, based upon the Environmental Trust Review Board approved value, an
offer to acquire the subject property was made to and accepted by the owner of said property;
and

WHEREAS, contracts to acquire said property were prepared by the office of the County
Attorney, executed by the owner of the subject property and the Director of Real Estate and/or
his designee and approved as to legality by the Office of the County Attorney; and

WHEREAS, on November 20, 2007, Suffolk County, as SEQRA Lead Agency, in
Resolution 1083-2007, issued a SEQRA negative declaration in connection with the proposed
future acquisitions of properties for the preservation of open space for passive park purposes as
set forth in Resolution No. 625-2004 – Mastic/Shirley Conservation Area Phase I and
Resolutions Nos. 621-2004 and/or 877-2005 – Master Lists I and II Reports, respectively; and

WHEREAS, the following property(s), as described in the 1st Resolved, is listed in
Resolution No. 625-2004 – Mastic/Shirley Conservation Area Phase I and/or Resolutions Nos.
621-2004 and/or 877-2005 – Master Lists I and/or II Reports, respectively; now, therefore, be it;
1st RESOLVED, that the County of Suffolk hereby approves the acquisition of the subject property set forth below under the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Open Space component, for a total purchase price of One Hundred Seventy Two Thousand Five Hundred Dollars ($172,500.00), at Twelve Dollars ($12.00) per square foot, for 14,675+ square feet, subject to a final survey; and hereby authorizes additional expenses, which shall include, but not be limited to, the cost of surveys, appraisals, environmental audits, title reports and insurance, and tax adjustments:

<table>
<thead>
<tr>
<th>PARCEL:</th>
<th>TAX MAP NUMBER:</th>
<th>ACRES:</th>
<th>REPUTED OWNER AND ADDRESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 1</td>
<td>District 0600</td>
<td>14,375+ s.f.</td>
<td>Estate of Pat Tuccio</td>
</tr>
<tr>
<td></td>
<td>Section 128.00</td>
<td></td>
<td>24 Clairdale Drive</td>
</tr>
<tr>
<td></td>
<td>Block 03.00</td>
<td></td>
<td>Hampton Bays, NY 11946</td>
</tr>
<tr>
<td></td>
<td>Lot 049.000</td>
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</tr>
</tbody>
</table>

; and, be it further

2nd RESOLVED, that the Director of Real Estate and/or his designee, is hereby authorized, empowered, and directed, pursuant to Section C42-3(C)(3) of the SUFFOLK COUNTY CHARTER, to acquire the parcel(s) listed herein above from the reputed owner, the funding for which shall be provided under the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Open Space component, Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, for the County’s purchase price of Dollars ($172,500.00+), subject to a final survey; and, be it further

3rd RESOLVED, that the County Comptroller is hereby authorized to reserve and to pay $172,500.00+, subject to a final survey, from previously appropriated funds in capital project 525-CAP-8714.211 for the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Open Space component, Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, for this acquisition; and, be it further

4th RESOLVED, that the Director of Real Estate and/or his designee; the County Planning Department; and the County Department of Public Works are hereby authorized, empowered, and directed to take such actions and to pay such additional expenses as may be necessary and appropriate to consummate such acquisition, including, but not limited to, securing appraisals, title insurance and title reports, obtaining surveys, engineering reports and environmental audits, making tax adjustments and executing such other documents as are required to acquire such County interest in said lands; and, be it further

5th RESOLVED, that pursuant to Section C12-2(A)(2)(c), this property is not to be developed and Zero (0) Workforce Housing Development Rights shall be removed and placed in the Suffolk County Workforce Housing Transfer of Development Rights Program registry pursuant to the Workforce Housing Development Rights Program as developed by the Department of Planning, consistent with Resolution No. 412-2005, as amended, and approved by the Suffolk County Executive and the Suffolk County Legislature; and, be it further
6th RESOLVED, that the acquisition of such parcel(s) meets the following criteria as required under Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER:

a.) freshwater/tidal wetlands and buffer lands for same;
b.) lands within the watershed of the coastal stream, as determined by a reasonable planning or hydrological study; and, be it further

7th RESOLVED, that the subject parcel shall be transferred to the Department of Parks, Recreation and Conservation for passive recreational use, wherein a small-scale (6-8 car capacity) parking area consisting of gravel or other permeable materials and a walking trail consisting of soil or other permeable materials be provided so as to provide public access to Peconic River for all Suffolk county residents; and be it further

8th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to 6 NYCRR Sections 617.5(c)(20) and (27) of the New York Code of Rules and Regulations since such actions are simply legislative decisions administering and implementing the acquisition of property for passive park purposes which will mainly result in a beneficial impact and for which SEQRA Determination of Non-Significance has already been issued in Suffolk County Resolution No. 1083-2007.

DATED:

APPROVED BY:

__________________________________________________________
County Executive of Suffolk County

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

1. Type of Legislation

Resolution ___X___  Local Law _______  Charter Law _______

2. Title of Proposed Legislation

RESOLUTION NO.  - 2016 AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) – OPEN SPACE COMPONENT - FOR THE TUCCIO PROPERTY - PECONIC RIVER GREENBELT ADDITION (TOWN OF RIVERHEAD - SCTM# 0600-128.00-03.00-049.000)

3. Purpose of Proposed Legislation

See above.

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

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

<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>

| Library District | Fire District |

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

N/A

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

N/A

8. Proposed Source of Funding

Previously appropriated New Suffolk County Drinking Water Protection-Open Space- ¼% PAYGO Funds: Capital Project 8714.211.

9. Timing of Impact

Upon adoption.

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

11. Signature of Preparer

12. Date
August 23, 2016

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

<table>
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<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
<th>2016 FV TAX RATE PER $1000</th>
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<tbody>
<tr>
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### POLICE DISTRICT AND DISTRICT COURT

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<th>2016 COST TO AVG TAXPAYER</th>
<th>2016 FV TAX RATE PER $1000</th>
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### COMBINED

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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:

AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) – OPEN SPACE COMPONENT – FOR THE TUCCIO PROPERTY (PECONIC RIVER GREENBELT ADDITION) TOWN OF RIVERHEAD- SCTM# 0600-128.00-03.00-049.000

PURPOSE OR GENERAL IDEA OF BILL:

OPEN SPACE PRESERVATION

SUMMARY OR SPECIFIC PROVISIONS:

ACQUISITION OF OPEN SPACE UNDER THE NEW SUFFOLK COUNTY ¼% DRINKING WATER PROTECTION PROGRAM - OPEN SPACE

JUSTIFICATION:

FUNDING AVAILABLE IN 525-CAP-8714.211

FISCAL IMPLICATIONS:

N/A
July 7, 2016

Mr. Jon Schneider, Deputy County Executive
for Intergovernmental Relations
H. Lee Dennison Building -12th Floor
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

Attached for your review and consideration is an Introductory Resolution to authorize the acquisition of the Tuccio property (Peconic River Greenbelt), in the Town of Riverhead, under the New Suffolk County ¾% Drinking Water Protection Program-Open Space. The purchase price is $172,500.00+ for 14,375+ s.f., at $12.00 per s.f.

Please contact me if you require any additional information.

Sincerely,

Jason Smaglin
Acting Director of Real Estate

JS:pd
Att.
CC: Dennis Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Joanne Minieri, Deputy County Executive & Commissioner, Dept. of Economic Development & Planning
Sarah Lansdale, Director, Division of Planning & Environment
Robert Braun, Deputy Bureau Chief, Municipal Law, Real Estate-Condemnation
Katie Horst, Director, Intergovernmental Relations
Janet M. Longo, Acquisition Supervisor, Real Property Acquisition & Mgmt.
Lauretta Fischer, Chief Environmental Analyst, Division of Planning
Phyllis J. Benincasa, Acquisition Agent
CE Reso Review (e-mail copy only)
RESOLUTION NO. TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGEBACKS ON CORRECTION OR ERRORS/COUNTY COMPTROLLER BY: COUNTY LEGISLATURE #449-16

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

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

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

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

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<thead>
<tr>
<th>Description</th>
<th>Year</th>
<th>Original Tax</th>
<th>Corrected Tax</th>
<th>Chargeback or Refund, if paid</th>
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<td>$14,078.80</td>
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<td>$6,959.10</td>
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Dated: ____________________________

Approved By: ____________________________

Suffolk County Executive

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

1. Type of Legislation
   Resolution XXX  Local Law  Charter Law

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

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

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

5. If the answer to item 5 is "yes," on what will it impact? (Circle appropriate
   category)
   **County**
   Village
   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: John M. Kennedy, Jr.
DATE: July 21, 2016
RE: RESOLUTION FOR CANCELLATION OF TAXES, CONTROL #449-16

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

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

Should you need anything further, please contact me. Thank you.

JK/tk
Enes.
cc: Dennis M. Cohen, Chief Deputy County Executive
    Lisa Santeramo, Deputy County Executive
    Katie Horst, Director of Intergovernmental Relations
Additional back-up material regarding IR 1780 is on file in the Legislative Clerk’s Office, Hauppauge.
RESOLUTION NO. 2016, AUTHORIZING AN APPRAISAL FOR THE PURCHASE OF DEVELOPMENT RIGHTS OF FARMLAND UNDER THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM, AS AMENDED BY LOCAL LAW NO. 24-2007 – LITTLE BING LLC AND BIG BING LLC FARM PROPERTY – TOWN OF SOUTHOLD (SCTM NO. 1000-095.00-01.00-007.002p/o AND 1000-095.00-01.00-008.003p/o)

WHEREAS, Local Law 24-2007, "A Charter Law Extending and Accelerating the Suffolk County 1/4% Drinking Water Protection Program for Environmental Protection," authorizes the use of 31.10 per cent of sales and compensating use tax proceeds generated each year for Specific Environmental Protection including acquisition of open space; environmentally sensitive lands; farmland development rights; hamlet parks; active recreational parks; or historic/cultural parks, as determined by duly enacted Resolutions of the County of Suffolk; and

WHEREAS, the Suffolk County Purchase of Development Rights Program was amended in 2013 pursuant to Local Law 44-2013 and as part of said amendments a Bi-Annual Review process was designated in order to maximize Suffolk County’s financial resources while preserving its valuable farmland resources; and

WHEREAS, pursuant to Chapter 8 of the Suffolk County Administrative Local Laws ("Chapter 8"), an application was made by Little Bing LLC and Bib Bing LLC for the above referenced property to be considered outside the designated Bi-annual review process for inclusion in the Suffolk County Purchase of Development Rights Program; and

WHEREAS, the Committee determined at its meeting on July 21, 2016 that Chapter 8 criteria had been met to consider the application outside the annual review period, which included 1) a referral by a Suffolk County Legislator and 2) demonstration that the preservation proposal is consistent with a town comprehensive plan; and

WHEREAS, an application was considered by the Suffolk County Farmland Committee at its meeting on July 21, 2016 and adopted Resolution Number FC-29-2016 approving the parcel to be recommended for consideration by the Suffolk County Legislature; and

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

1st RESOLVED, that the parcel(s) listed in Exhibit "A" meets the criteria required by the Suffolk County Drinking Water Protection Program for Purchase of Development Rights of Farmland, Section C12-2(A)(1)(f) of the SUFFOLK COUNTY CHARTER; and, be it further

2nd RESOLVED, that such acquisition(s) is(are) to be made in accordance with the procedures set forth in Chapter 8 of the SUFFOLK COUNTY CODE which provided that they be consummated in accordance with provisions of General Municipal Law Section 247 and the recommendation(s) of the Suffolk County Farmland Committee; and, be it further
3rd RESOLVED, that the Director of the Division of Real Property Acquisition and Management, Department of Economic Development and Planning, 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

4th 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

5th RESOLVED, that the cost associated with the preparation of a title search, survey, map, or environmental assessment of the subject parcel(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

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/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) AND WITHIN THE MEANING OF Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management, and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County

Date:
# EXHIBIT A

<table>
<thead>
<tr>
<th>PARCEL:</th>
<th><strong>SUFFOLK COUNTY</strong></th>
<th><strong>TAX MAP NUMBER:</strong></th>
<th><strong>ACRES:</strong></th>
<th><strong>REPUTED OWNER:</strong></th>
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<tbody>
<tr>
<td>No. 01</td>
<td>District 1000</td>
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<td>23.5+</td>
<td>Little Bing LLC</td>
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<td></td>
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<tr>
<td>No. 02</td>
<td>District 1000</td>
<td>Section 095.00</td>
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<td>Big Bing LLC</td>
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<tr>
<td></td>
<td>Block 01.00</td>
<td>Lot 008.003p/o</td>
<td>out of 54 acres</td>
<td>7755 Oregon Road</td>
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<td>Southold, New York 11971</td>
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**TOTAL ACRES: 63.5**
### STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

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<th>Resolution</th>
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<tbody>
<tr>
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2. Title of Proposed Legislation

AUTHORIZED AN APPRAISAL FOR THE PURCHASE OF DEVELOPMENT RIGHTS OF FARMLAND UNDER THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM, AS AMENDED BY LOCAL LAW NO. 24-2007 – LITTLE BING LLC AND BIG BING LLC FARM PROPERTY – TOWN OF SOUTHOLD (SCTM NO. 1000-095.00-01.00-007.002p/o AND 1000-095.00-01.00-008.003p/o)

3. Purpose of Proposed Legislation

See No. 2 above

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

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

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

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

N/A

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

N/A __/____/20____

10. **Typed Name & Title of Preparer**

Lauretta R. Fischer
Chief Environmental Analyst

11. **Signature of Preparer**

12. **Date**

July 22, 2016

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

<table>
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<th>2016 FV TAX RATE PER $1000</th>
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### POLICE DISTRICT AND DISTRICT COURT

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### COMBINED

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<th>2016 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.

Page 2 of 2

To be completed by the Executive Budget Office
TITLE OF BILL (I.R.):

AUTHORIZING AN APPRAISAL FOR THE PURCHASE OF DEVELOPMENT RIGHTS OF FARMLAND UNDER THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM, AS AMENDED BY LOCAL LAW NO. 24-2007 – LITTLE BING LLC AND BIG BING LLC FARM PROPERTY – TOWN OF SOUTHOLD (SCTM NO. 1000-095.00-01.00-007.002p/o AND 1000-095.00-01.00-008.003p/o)

PURPOSE OR GENERAL IDEA OF BILL (I.R.):

To commence appraisal steps to purchase the development rights to the Little Bing LLC and Big Bing LLC Farm Property.

SUMMARY OF SPECIFIC PROVISIONS:

This legislation is being submitted in order to initiate the County’s appraisal procedure to acquire the farmland development rights to the Little Bing LLC and Big Bing LLC Farm property for ultimate inclusion in the Suffolk County New Drinking Water Protection Program, effective December 1, 2007, Farmland component, Section C12-(A) (1)(f) of the SUFFOLK COUNTY CHARTER.

JUSTIFICATION:

The Suffolk County Farmland Committee reviewed the application at its July 21, 2016 meeting and adopted Resolution Number FC-29-2016 approving the parcel(s) recommended, outside the Committee’s Bi-Annual review period pursuant to Chapter 8 of the Suffolk County Code, as amended, for consideration by the Suffolk County Legislature.

FISCAL IMPLICATIONS:

Monies would be utilized from a dedicated funding source specifically to acquire Farmland Development Rights: Local Law 24-2007, “A Charter Law Extending and Accelerating the Suffolk County ¼% Drinking Water Protection Program for Environmental Protection,” authorizes the use of 31.10 percent of sales and compensating use tax proceeds generated each year for Specific Environmental Protection including acquisition of farmland development rights under Section C12-(A) (1)(f) of the SUFFOLK COUNTY CHARTER.
July 22, 2016

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

Re: Reso-EDP-2016 Appraisal for Farmland PDR – Little Bing LLC and Big Bing LLC Farm

Dear Mr. Schneider:

Attached for your review and consideration is a proposed Introductory Resolution that would authorize an appraisal for the purchase of farmland development rights for the Little Bing LLC and Big Bing Farm property within the Town of Southold totaling 63.5 acres. The Little Bing LLC and Big Bing Farm property was approved by the Suffolk County Farmland Committee at their July 21, 2016 meeting outside its Bi-annual review period pursuant to Chapter 8 of the Suffolk County Code, as amended.

Please contact me, if you require any additional information.

Sincerely,

Sarah Lansdale
Director of Planning

cc: Lisa Santeramo, Assistant Deputy County Executive
Katie Horst, Director, Intergovernmental Relations
Theresa Ward, Acting Commissioner, EDP
Louis Bekofsky, Deputy Commissioner, EDP
Lauretta R. Fischer, Chief Environmental Analyst, Div. of Planning and Environment
Andrew Amakawa, Research Technician, Div. of Planning and Environment
Jason Smagin, Assistant Director, Div. of Real Property Acquisition and Management
Janet Longo, Acquisition Supervisor, Div. of Real Property Acquisition and Management
Robert Braun, Department of Law
CE Reso Review (electronic copy)
RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 100% FEDERAL GRANT FUNDS PASSED THROUGH THE NEW YORK STATE GOVERNOR'S TRAFFIC SAFETY COMMITTEE IN THE AMOUNT OF $59,000 FOR THE NEW YORK STATE HIGHWAY SAFETY PROGRAM FOR THE SUFFOLK COUNTY OFFICE OF THE MEDICAL EXAMINER, TOXICOLOGY LABORATORY AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Governor's Traffic Safety Committee has awarded federal grant funding to Suffolk County under the NYS Highway Safety Program to be implemented by the Office of the Medical Examiner, Toxicology Laboratory; and

WHEREAS, the NYS Highway Safety Program funds projects to improve highway safety and reduce deaths and serious injuries due to crashes; and

WHEREAS, this grant has a start date of 10/01/2016 and ends on 09/30/2017 in which the County will receive 100% grant funding in the amount of $59,000 for the NYS Highway Safety Program; and

WHEREAS, these funds were not included in the 2016 Suffolk County Adopted Operating Budget and $59,000 needs to be appropriated; now, therefore be it

1st RESOLVED, the County Comptroller be and hereby is authorized to accept and appropriate $59,000 in said grant funds as follows:

NYS Highway Safety Program - $59,000

REVENUES

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ORGANIZATIONS

Office of the Medical Examiner
NYS Highway Safety Program
001-MED-4744

1000-PERSONNEL SERVICES: $16,000

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2000-EQUIPMENT: $2,000

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3000-SUPPLIES, MATERIALS & OTHER EXPENSES: $37,500

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4000-Travel: $3,500

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<td>DEG</td>
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<td>4340</td>
<td>0000</td>
<td>Travel: Other</td>
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</table>

and be it further

2nd RESOLVED, that the funding and expenditures that may be incurred run concurrent to the budget period as specified in the award letter; and be it further

3rd RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

4th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(C)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

______________________________
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

| Resolution | X | Local Law | Charter Law |

2. Title of Proposed Legislation
Accepting and appropriating 100% Federal grant funds passed through the New York State Governor’s Traffic Safety Committee in the amount of $59,000 for the New York State Highway Safety Program for 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 Governor’s Traffic Safety Committee in the amount of $59,000 for the New York State Highway Safety Program for the Suffolk County Office of the Medical Examiner, Toxicology Laboratory and to execute grant related agreements. This program funds projects to improve highway safety and reduce deaths and serious injuries due to crashes.

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
   100% Federal grant funds passed through the New York State Governor’s Traffic Safety Committee.

9. Timing of Impact
   2016-2017

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

11. Signature of Preparer
    Liza Wright

12. Date
    7/25/16

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

<table>
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<tr>
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<th>2016 PROPERTY TAX LEVY</th>
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<tr>
<td>TOTAL</td>
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### POLICE DISTRICT AND DISTRICT COURT

<table>
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<tr>
<th></th>
<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
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### COMBINED

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<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**NOTES:**


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

---

To be completed by the Executive Budget Office
July 14, 2016

Michael Katz
Assistant Toxicologist
Suffolk County Medical Examiners Office-Toxicology
725 Veterans Memorial Highway
Hauppauge, NY 11788-4314

Re: HS1-2017-Suffolk County Tox Lab-00009-(052)
Suffolk County Medical Examiners Office-Toxicology DWI/DUID
DMV01-C002261-3700393
CFDA #: 20.616
EFFECTIVE DATE: October 1, 2016

Dear Assistant Toxicologist Michael Katz:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that the Suffolk County Medical Examiners Office-Toxicology has been awarded $59,000 to participate in New York State’s Highway Safety Program. Our goal is to reduce the number of crashes, injuries and deaths on New York’s roads.

The enclosed contracts must be signed by your agency and returned to our office. Contracts will be effective only upon final approval by the New York State Office of the State Comptroller.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in New York State’s Highway Safety Program. I wish you success in your efforts. If you have any questions, please contact the Governor’s Traffic Safety Committee at (518) 474-5111.

Sincerely,

Charles R. DeWeese
Assistant Commissioner

CRD:10
Enclosure
cc: Evelyn Creen
TITLE OF BILL: Accepting and appropriating 100% Federal grant funds passed through the New York State Governor’s Traffic Safety Committee in the amount of $59,000 for the New York State Highway Safety Program for the Suffolk County Office of the Medical Examiner, Toxicology Laboratory and to execute grant related agreements. This program funds projects to improve highway safety and reduce deaths and serious injuries due to crashes.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% Federal grant funds passed through the New York State Governor’s Traffic Safety Committee to the Suffolk County Office of the Medical Examiner, Toxicology Laboratory for the New York State Highway Safety Program.

SUMMARY OF SPECIFIC PROVISIONS: None.

JUSTIFICATION: The NYS Governor's Traffic Safety Committee awards Federal highway safety grant funds to local, state and not-for-profit agencies for projects to improve highway safety and reduce deaths and serious injuries due to crashes. The Suffolk County Office of the Medical Examiner, Toxicology Laboratory utilizes these funds to enhance its DWI/DUID alcohol and drug testing program. Grant funds are used for overtime for forensic personnel to expedite DWI cases, purchase of laboratory supplies used in DWI analysis, scientific training and attendance at scientific meetings.

FISCAL IMPLICATIONS: Accept and appropriate $59,000 in Federal grant funds.
July 25, 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 Governor’s Traffic Safety Committee in the amount of $59,000 for the New York State Highway Safety Program for the Suffolk County Office of the Medical Examiner, Toxicology Laboratory and to execute grant related agreements. This program funds projects to improve highway safety and reduce deaths and serious injuries due to crashes.

Enclosed please find 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-NYS Hwy Safety Prgm.doc”

Sincerely,

Michael J. Caplan M.D.
Chief Medical Examiner

MJC/lw

Enclosures
RESOLUTION NO. - 2016 AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) - OPEN SPACE COMPONENT - FOR THE ESTATE RIEHL PROPERTY - MANORVILLE HILLS ADDITION -PINE BARRENS CORE (TOWN OF BROOKHAVEN - SCTM’S#0200-511.00-06.00-065.000 & 0200-511.00-06.00-067.000)

WHEREAS, Local Law No. 24-2007, "A Charter Law Extending and Accelerating the Suffolk County ¾% Drinking Water Protection Program for Environmental Protection," Section C12-2(A)(1) authorized the use of 31.10 percent of sales and compensating tax proceeds generated each year for environmental protection, as determined by duly enacted Resolutions of the County of Suffolk; and

WHEREAS, adequate funding is provided for, pursuant to Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, from 31.10 percent of the sales and compensating tax proceeds, for the acquisition of such land; and

WHEREAS, Resolution No. 624-2002 authorized planning steps and Procedural Motion No. 5-2016 authorized the acquisition of said property; and

WHEREAS, the Environmental Trust Review Board has reviewed the appraisals and the report of the Internal Appraisal Review Board and has approved the purchase price and authorized the Director of Real Estate and/or his designee to negotiate the acquisition; and

WHEREAS, based upon the Environmental Trust Review Board approved value, an offer to acquire the subject property was made to and accepted by the owner of said property; and

WHEREAS, contracts to acquire said property were prepared by the office of the County Attorney, executed by the owner of the subject property and the Director of Real Estate and/or his designee and approved as to legality by the Office of the County Attorney; and

WHEREAS, on April 16, 2002, Suffolk County, as SEQRA Lead Agency, in Resolution 264-2002, issued a SEQRA negative declaration in connection with the proposed future acquisitions of properties for the preservation of open space for passive park purposes as set forth in Resolution No. 315-1990 – Large Lots acquisitions pursuant to the "Old" Drinking Water Protection Program and Resolution No. 717-1990 – Small Lots acquisitions pursuant to the "Old" Drinking Water Protection Program; and

WHEREAS, the following property(s), as described in the 1st Resolved, is listed in Resolution No. 264-2002; now, therefore, be it;

1st RESOLVED, that the County of Suffolk hereby approves the acquisition of the subject property set forth below under the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Open Space component, for a total purchase price of Twenty-Two Thousand Four Hundred Dollars ($22,400+), at Seven Thousand Five Hundred
Dollars ($7,500) per acre for 0.72± acres, and Eighty-Five Thousand Dollars ($85,000) per Pine Barren Credit, for 0.20 credits, subject to a final survey; and hereby authorizes additional expenses, which shall include, but not be limited to, the cost of surveys, appraisals, environmental audits, title reports and insurance, and tax adjustments:

<table>
<thead>
<tr>
<th>PARCEL:</th>
<th>TAX MAP NUMBER:</th>
<th>ACRES:</th>
<th>REPUTED OWNER AND ADDRESS:</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 1</td>
<td>District 0200</td>
<td>0.36±</td>
<td>Estate of Vincent A. Riehl a/k/a Vincent Riehl 3740 Libby Lane Wantagh, NY 11793</td>
</tr>
<tr>
<td></td>
<td>Section 511.00</td>
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</tr>
<tr>
<td></td>
<td>Block 06.00</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Lot 065.000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No. 2</td>
<td>District 0200</td>
<td>0.36±</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Section 511.00</td>
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<tr>
<td></td>
<td>Lot 067.000</td>
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; and, be it further

2nd RESOLVED, that the Director of Real Estate and/or his designee, is hereby authorized, empowered, and directed, pursuant to Section C42-3(C)(3) of the SUFFOLK COUNTY CHARTER, to acquire the parcel(s) listed herein above from the reputed owner, the funding for which shall be provided under the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Open Space component, Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, for the County's purchase price of Twenty-Two Thousand Four Hundred Dollars ($22,400±), subject to a final survey; and, be it further

3rd RESOLVED, that the County Comptroller is hereby authorized to reserve and to pay $22,400±, subject to a final survey, from previously appropriated funds in capital project 525-CAP-8714.211 for the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Open Space component, Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, for this acquisition; and, be it further

4th RESOLVED, that the Director of Real Estate and/or his designee; the County Planning Department; and the County Department of Public Works are hereby authorized, empowered, and directed to take such actions and to pay such additional expenses as may be necessary and appropriate to consummate such acquisition, including, but not limited to, securing appraisals, title insurance and title reports, obtaining surveys, engineering reports and environmental audits, making tax adjustments and executing such other documents as are required to acquire such County interest in said lands; and, be it further

5th RESOLVED, that pursuant to Section C12-2(A)(2)(C), this property is not to be developed and Zero (0) Workforce Housing Development Rights shall be removed and placed in the Suffolk County Workforce Housing Transfer of Development Rights Program registry pursuant to the Workforce Housing Development Rights Program as developed by the Department of Planning, consistent with Resolution No. 412-2005, as amended, and approved by the Suffolk County Executive and the Suffolk County Legislature; and, be it further

6th RESOLVED, that the acquisition of such parcel(s) meets the following criteria as required under Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER:
c.) any tract of land located fully or partially within the statutorily
designated Special Groundwater Protection Area: and, be it further

7th RESOLVED, that the subject parcel(s) shall be transferred to the County
Department of Parks, Recreation and Conservation for passive recreational use; and, be it further

8th RESOLVED, that this Legislature, being the State Environmental Quality Review
Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II
Action pursuant to 6 NYCRR Sections 617.5(C)(20) and (27) of the New York Code of Rules
and Regulations since such actions are simply legislative decisions administering and
implementing the acquisition of property for passive park purposes which will mainly result in a
beneficial impact and for which SEQRA Determination of Non-Significance has already been
issued in Suffolk County Resolution No. 1083-2007.

DATED:

APPROVED BY:

_________________________
County Executive of Suffolk County

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

1. Type of Legislation

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

RESOLUTION NO. - 2016 AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) - OPEN SPACE COMPONENT - FOR THE ESTATE RIEHL PROPERTY - MANORVILLE HILLS ADDITION - PINE BARRENS CORE (TOWN OF BROOKHAVEN - SCTM'S#0200-511.00-06.00-065.000 & 0200-511.00-06.00-067.000)

3. Purpose of Proposed Legislation

See above.

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

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

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

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

N/A

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

N/A

8. Proposed Source of Funding

Previously appropriated New Suffolk County Drinking Water Protection-Open Space- ¼% PAYGO Funds: Capital Project 8714.211.

9. Timing of Impact

Upon adoption.

10. Typed Name & Title of Preparer

Nicholas Paglia

Principal Budget Examiner

11. Signature of Preparer

12. Date

August 23, 2016

SCIN FORM 175b (10/95)
## General Fund

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<td><strong>Total</strong></td>
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## Police District and District Court

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<th>2016 FV Tax Rate per $1000</th>
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## Combined

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<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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### Notes:

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

To be completed by the Executive Budget Office.
TITLE OF BILL:
AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM-OPEN SPACE COMPONENTE- FOR THE ESTATE OF RIEHL PROPERTY-MANORVILLE HILLS ADDITION/PINE BARRENS CORE (TOWN OF BROOKHAVEN – SCTM#S 0200-511.00-06.00-065.000 & 0200-511.00-06.00-067.000)

PURPOSE OR GENERAL IDEA OF BILL:
PRESERVATION OF OPEN SPACE

SUMMARY OR SPECIFIC PROVISIONS:
ACQUISITION OF OPEN SPACE UNDER THE NEW SUFFOLK COUNTY ¼% DRINKING WATER PROTECTION PROGRAM - OPEN SPACE

JUSTIFICATION:
FUNDING AVAILABLE IN 525-CAP-8714.211

FISCAL IMPLICATIONS:
N/A
July 28, 2016

Mr. Jon Schneider, Deputy County Executive
for Intergovernmental Relations
H. Lee Dennison Building -12th Floor
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

Attached for your review and consideration is an Introductory Resolution to authorize the acquisition of the Riehl property (Manorville Hills Addition/Pine Barrens Core), in the Town of Brookhaven, under the New Suffolk County ¾% Drinking Water Protection Program-Open Space. The purchase price is $22,400.00± for 0.72± acres, at $7,500.00 per acre and 0.20 Pine Barrens Credit, at $85,000.00 per credit.

Please contact me if you require any additional information.

Sincerely,

Jason Smagin
Acting Director of Real Estate

cc: Dennis Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Theresa Ward, Acting Commissioner, Dept. of Economic Development & Planning
Sarah Lansdale, Director, Division of Planning & Environment
Robert Braun, Deputy Bureau Chief, Municipal Law, Real Estate-Condemnation
Katie Horst, Director, Intergovernmental Relations
Janet M. Longo, Acquisition Supervisor, Real Property Acquisition & Mgmt.
Lauretta Fischer, Chief Environmental Analyst, Division of Planning
Phyllis J. Benincasa, Acquisition Agent
CE Reso Review (e-mail copy only)
RESOLUTION NO. - 2016 AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) - OPEN SPACE COMPONENT - FOR THE WEINZETTLE PROPERTY - MASTIC SHIRLEY CONSERVATION AREA (TOWN OF BROOKHAVEN – SCTM’S #0209-037.00-01.00-007.000, 0209-037.00-01.00-009.000 & 0209-037.00-01.00-012.000)

WHEREAS, Local Law No. 24-2007, "A Charter Law Extending and Accelerating the Suffolk County ¼% Drinking Water Protection Program for Environmental Protection," Section C12-2(A)(1) authorized the use of 31.10 percent of sales and compensating tax proceeds generated each year for environmental protection, as determined by duly enacted Resolutions of the County of Suffolk; and

WHEREAS, adequate funding is provided for, pursuant to Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, from 31.10 percent of the sales and compensating tax proceeds, for the acquisition of such land; and

WHEREAS, Resolution No. 877-2005 authorized planning steps and Procedural Motion No. 5-2016 authorized the acquisition of said property; and

WHEREAS, the Environmental Trust Review Board has reviewed the appraisals and the report of the Internal Appraisal Review Board and has approved the purchase price and authorized the Director of Real Estate and/or his designee to negotiate the acquisition; and

WHEREAS, based upon the Environmental Trust Review Board approved value, an offer to acquire the subject property was made to and accepted by the owner of said property; and

WHEREAS, contracts to acquire said property were prepared by the office of the County Attorney, executed by the owner of the subject property and the Director of Real Estate and/or his designee and approved as to legality by the Office of the County Attorney; and

WHEREAS, on November 20, 2007, Suffolk County, as SEQRA Lead Agency, in Resolution 1083-2007, issued a SEQRA negative declaration in connection with the proposed future acquisitions of properties for the preservation of open space for passive park purposes as set forth in Resolution No. 625-2004 – Mastic/Shirley Conservation Area Phase I and Resolutions Nos. 621-2004 and/or 877-2005 – Master Lists I and II Reports, respectively; and

WHEREAS, the following property(s), as described in the 1st Resolved, is listed in Resolution No. 625-2004 – Mastic/Shirley Conservation Area Phase I and/or Resolutions Nos. 621-2004 and/or 877-2005 – Master Lists I and/or II Reports, respectively; now, therefore, be it;
1st RESOLVED, that the County of Suffolk hereby approves the acquisition of the subject property set forth below under the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Open Space component, for a total purchase price of Forty-Eight Thousand Dollars ($48,000), Lot 007 $20,000, Lot 009 $20,000 and Lot 012 $8,000, subject to a final survey; and hereby authorizes additional expenses, which shall include, but not be limited to, the cost of surveys, appraisals, environmental audits, title reports and insurance, and tax adjustments:

<table>
<thead>
<tr>
<th>PARCEL:</th>
<th>SUFFOLK COUNTY TAX MAP NUMBER:</th>
<th>ACRES:</th>
<th>REPUTED OWNER AND ADDRESS:</th>
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<tbody>
<tr>
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<td>Theresa Weinzelte</td>
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</tr>
<tr>
<td></td>
<td>Block 01.00</td>
<td></td>
<td>York, ME 03909</td>
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<td>Lot 007.000</td>
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<td>10,018± s.f.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Section 037.00</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Block 01.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lot 009.000</td>
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</tr>
<tr>
<td>No. 3</td>
<td>District 0209</td>
<td>4,000± s.f.</td>
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</tr>
<tr>
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<tr>
<td></td>
<td>Block 01.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Lot 012.000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

; and, be it further

2nd RESOLVED, that the Director of Real Estate and/or his designee, is hereby authorized, empowered, and directed, pursuant to Section C42-3(C)(3) of the SUFFOLK COUNTY CHARTER, to acquire the parcel(s) listed herein above from the reputed owner, the funding for which shall be provided under the New Suffolk County Drinking Water Protection Program, effective December 1, 2007, Open Space component, Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, for the County’s purchase price of Forty-Eight Thousand Dollars ($48,000), subject to a final survey; and, be it further

3rd RESOLVED, that the County Comptroller is hereby authorized to reserve and to pay $48,000, subject to a final survey, from previously appropriated funds in capital project 525-CAP-8714.211 for the New Suffolk County Drinking Water Protection Program, effective as of December 1, 2007, Open Space component, Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER, for this acquisition; and, be it further

4th RESOLVED, that the Director of Real Estate and/or his designee; the County Planning Department; and the County Department of Public Works are hereby authorized, empowered, and directed to take such actions and to pay such additional expenses as may be necessary and appropriate to consummate such acquisition, including, but not limited to, securing appraisals, title insurance and title reports, obtaining surveys, engineering reports and environmental audits, making tax adjustments and executing such other documents as are required to acquire such County interest in said lands; and, be it further

5th RESOLVED, that pursuant to Section C12-2(A)(2)(C), this property is not to be developed and Zero (0) Workforce Housing Development Rights shall be removed and placed
in the Suffolk County Workforce Housing Transfer of Development Rights Program registry pursuant to the Workforce Housing Development Rights Program as developed by the Department of Planning, consistent with Resolution No. 412-2005, as amended, and approved by the Suffolk County Executive and the Suffolk County Legislature; and, be it further

6th RESOLVED, that the acquisition of such parcel(s) meets the following criteria as required under Section C12-2(A)(1) of the SUFFOLK COUNTY CHARTER:

   a.) freshwater/tidal wetlands and buffer lands for same; and, be it further

7th RESOLVED, that the subject parcel(s) shall be transferred to the County Department of Parks, Recreation and Conservation for passive recreational use; and, be it further

8th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to 6 NYCRR Sections 617.5(C)(20) and (27) of the New York Code of Rules and Regulations since such actions are simply legislative decisions administering and implementing the acquisition of property for passive park purposes which will mainly result in a beneficial impact and for which SEQRA Determination of Non-Significance has already been issued in Suffolk County Resolution No. 1083-2007.

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County

Date of Approval:
TITLE OF BILL:

AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) – OPEN SPACE COMPONENT - FOR THE WEINZETTE PROPERTY – MASTIC/ SHIRLEY CONSERVATION AREA (TOWN OF BROOKHAVEN – SCTM# 0209-037.00-01.00-007.000, 0209-037.00-01.00-009.000 & 0209-037.00-01.00-012.000)

PURPOSE OR GENERAL IDEA OF BILL:

OPEN SPACE PRESERVATION

SUMMARY OR SPECIFIC PROVISIONS:

ACQUISITION OF OPEN SPACE UNDER THE NEW SUFFOLK COUNTY ¼% DRINKING WATER PROTECTION PROGRAM - OPEN SPACE

JUSTIFICATION:

FUNDING AVAILABLE IN 525-CAP-8714.211

FISCAL IMPLICATIONS:

N/A
Mr. Jon Schneider, Deputy County Executive
for Intergovernmental Relations
H. Lee Dennison Building -12th Floor
100 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

Attached for your review and consideration is an Introductory Resolution to authorize the acquisition of the Weinzette property (Mastic/Shirley Conservation Area), in the Town of Brookhaven, under the New Suffolk County ¼% Drinking Water Protection Program-Open Space. The purchase price is $48,000.00± for 24,018± s.f.

Please contact me if you require any additional information.

Sincerely,

Jason Smagin
Acting Director of Real Estate

Dennis Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Theresa Ward, Acting Commissioner, Dept. of Economic Development & Planning
Sarah Lansdale, Director, Division of Planning & Environment
Robert Braun, Deputy Bureau Chief, Municipal Law, Real Estate-Condemnation
Katie Horst, Director, Intergovernmental Relations
Janet M. Longo, Acquisition Supervisor, Real Property Acquisition & Mgmt.
Lauretta Fischer, Chief Environmental Analyst, Division of Planning
Phyllis J. Benincasa, Acquisition Agent
CE Reso Review (e-mail copy only)
1. Type of Legislation

Resolution  **X**  Local Law  ______  Charter Law  ______

2. Title of Proposed Legislation

**RESOLUTION NO. - 2016 AUTHORIZING THE ACQUISITION OF LAND UNDER THE NEW SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (EFFECTIVE DECEMBER 1, 2007) – OPEN SPACE COMPONENT - FOR THE WEINZETTLE PROPERTY - MASTIC SHIRLEY CONSERVATION AREA (TOWN OF BROOKHAVEN – SCTM’S #0209-037.00-01.00-007.000, 0209-037.00-01.00-009.000 & 0209-037.00-01.00-012.000)**

3. Purpose of Proposed Legislation

See above.

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

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

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

N/A

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

N/A

8. Proposed Source of Funding

Previously appropriated New Suffolk County Drinking Water Protection-Open Space- ¼% PAYGO Funds: Capital Project 8714.211.

9. Timing of Impact

Upon adoption.

10. Typed Name & Title of Preparer

Nicholas Paglia

Principal Budget Examiner

11. Signature of Preparer

12. Date

August 25, 2016

SCIN FORM 175b (10/95)
### General Fund

<table>
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<tr>
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<th>2016 FV Tax Rate Per $1000</th>
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### Police District and District Court

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### Combined

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<tr>
<td><strong>Total</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Notes:**
1) **Source for number of family parcels and corresponding assessed valuation:** Suffolk County Real Property, 2015.
2) **Source for total taxable assessed valuation for county purposes:** Schedule A, Report of Assessed Valuation for 2015-2016.
3) **Source for Equalization rates:** 2015 County Equalization Rates Established by the New York State Board of Equalization and Assessments.

To be completed by the Executive Budget Office
RESOLUTION NO. -2016, APPROVING THE REAPPOINTMENT OF MICHAEL MURTHA AS A MEMBER OF THE SUFFOLK COUNTY HOME IMPROVEMENT CONTRACTING BOARD

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

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

WHEREAS, Mr. Murtha's term expires on September 30, 2016; and

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

1st RESOLVED, that the reappointment of Michael Murtha of Bay Shore, New York, as a member of the Suffolk County Electrical Licensing Board, for a term of office expiring September 30, 2019, is hereby approved, said appointment having been made pursuant to the provisions of Chapter 563 of the Suffolk County Code; and be it further

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

DATED:

APPROVED BY:

County Executive of the County of Suffolk

Date:
When Michael Murtha started Murtha Construction over 30 years ago, his vision was a company that provided a quality job, at a fair price and grew by consistently delivering exceptional service. Quick, Clean, Guaranteed became Mike’s business philosophy long before Murtha Construction’s mantra. Mike has built a team and an organization that proudly wears his name and achieves his vision.

Mike guided Murtha Construction into the building weatherization field over 20 years ago. Today Murtha Construction is a well known leader in this “emerging” industry. The social benefits and employment opportunities presented by the “green jobs revolution” can only happen when quality work is performed in a highly efficient manner. Mike takes great pride in guiding a team that realizes this vision.

Mr. Murtha is a Graduate of CW Post with a degree in Marketing and Economics. While in college Mike was captain of the lacrosse team, a member of the student senate and president of the economic society. He currently resides in Bay Shore with his wife and 3 children. Mike enjoys spending time with his family, cooking and volunteering as a lacrosse coach. Professionally, Mr. Murtha is a member of NARI, and a BPI certified Building analyst and Building envelope professional.
# BOARD MEMBER ATTENDANCE FOR 2015

<table>
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<tr>
<th>Start Date</th>
<th>Home Improvement Board</th>
<th>Expiration</th>
<th>Jan</th>
<th>Feb</th>
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<td>10/1/13</td>
<td>M. Murtha</td>
<td>09/30/16</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>EX</td>
<td>EX</td>
<td>X</td>
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</table>
1. Type of Legislation
   
   Resolution **X**  Local Law ___  Charter Law

2. Title of Proposed Legislation: **APPROVING THE REAPPOINTMENT OF MICHAEL MURTHA AS A MEMBER OF THE SUFFOLK COUNTY HOME IMPROVEMENT CONTRACTING BOARD.**

3. Purpose of Proposed Legislation
   The purpose of this legislation is to reappoint Michael Murtha to the Suffolk County Home Improvement Contracting Board. The Board consists of seven (7) members who serve three (3) year terms.

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

5. If the Answer to item 4 is "yes", on what will it impact? (check appropriate category)
   
   **X** County  _____ Town  _____ Economic Impact
   _____ Village  _____ School District  _____ Other (Specify)
   _____ Library District  _____ Fire District  _____ NOT APPLICABLE

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact
   "Each member of the Board shall be compensated at the rate of $100 for each official meeting thereof attended in pursuance of the duties of said Board, but not more than $1500 in any calendar year."

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

8. Proposed Source of Funding
   
   2016 Operating Budget

9. Timing of Impact
   
   Upon adoption

10. Typed Name & Title of Preparer
    
    BARBARA D'AMICO
    DIRECTOR OF FINANCE

11. Signature of Preparer
    
    [Signature]

12. Date
    
    7/27/16
TITLE OF BILL:

APPROVING THE REAPPOINTMENT OF MICHAEL MURTHA AS A MEMBER OF THE SUFFOLK COUNTY HOME IMPROVEMENT CONTRACTING BOARD.

PURPOSE OR GENERAL IDEAL OF BILL:

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

SUMMARY OF SPECIFIC PROVISIONS:

JUSTIFICATION:

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

FISCAL IMPLICATIONS:

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

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

FROM: Frank Nardelli, Commissioner

DATE: July 27, 2016

RE: INTRODUCTORY RESOLUTION

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

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

AN E-MAIL VERSION WILL BE SENT TO CE RESO REVIEW UNDER THE TITLE “RESO-LLCA-HOME IMPROVEMENT BOARD-M. MURTHA.”

Thank you for your assistance.

***

FN:dv
Attachment
RESOLUTION NO. -2016, APPROVING THE REAPPOINTMENT OF SEAN BRENNAN AS A MEMBER OF THE SUFFOLK COUNTY HOME IMPROVEMENT CONTRACTING BOARD

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

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

WHEREAS, Mr. Brennan's term expires on September 11, 2016; and

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

1st RESOLVED, that the reappointment of Sean Brennan of Sound Beach, New York, as a member of the Suffolk County Electrical Licensing Board, for a term of office expiring September 11, 2019, is hereby approved, said appointment having been made pursuant to the provisions of Chapter 563 of the Suffolk County Code; and be it further

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

DATED:

APPROVED BY:

County Executive of the County of Suffolk

Date:
An accomplished Director, Apprenticeship Coordinator, and Manager of Operations, with expertise in developing training services and streamlining delivery of comprehensive and effective instruction for workers within the unionized construction industry. Proven ability to build programs and establish a well-organized, productive training entity. Solid experience creating strategies and processes that enhance training services and improve delivery. Demonstrated success directing development of organizations during both periods of tremendous growth as well as economic downturn. Deep understanding of how technical implementations and instructional strategies are impacted by member demographics and industry need. Possess diverse experience in the construction industry, which contributes to broad-perspective approach to problem resolution in various situations. Strong management and leadership skills, with ability to motivate professionals and maximize levels of productivity. Excellent communicator, with emphasis on building strong industry, community, and governmental relationships.

QUALIFICATION HIGHLIGHTS

<table>
<thead>
<tr>
<th>Program Development</th>
<th>Industry/Community/Government Liaison</th>
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<td>Participant Services</td>
<td>Operations Management</td>
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<td>Personnel Management</td>
<td>Organizational Development</td>
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<tr>
<td>Financial Management</td>
<td>Relationship Development</td>
</tr>
<tr>
<td>Training/Mentoring</td>
<td>Team Leadership</td>
</tr>
</tbody>
</table>

PROFESSIONAL EXPERIENCE

Mason Tenders’ Training Fund, Long Island City, NY  
Director  
October 2005 – Present  
Manage busiest training organization within the Laborers’ International Union of North America, with a total staff of more than thirty providing instructional services to Skilled Construction Craft Laborers working in the New York City construction industry. Supervise apprenticeship training services for two NY State Department of Labor approved programs. Manage expenditures within $6.5 million annual budget. Liaise with Federal, State, and NY City government, community groups, and industry partners.

- **In first two years as Director, maximized delivery of training services increasing number of classes annually by 52% and increasing number of students trained by 96% while increasing overall spending by only 15%.*
- **Particular focus on classes and other services to speakers of languages other than English.**
- **Established roles and duties that clearly defined responsibilities and improved overall organization and productivity.**

General Building Laborers’ Local #66 Training Fund, Melville, NY  
Director  
August 1999 – October 2005  
Managed small/midsized training organization within Laborers’ International Union of North America. Directed NY State Department of Health Asbestos Safety Program. Developed and served as Coordinator for NY State Department of Labor approved Apprenticeship Training Program. Introduced computer based classroom technology. Developed training participation partnerships with various vendors who regularly assisted with instructional delivery. Significantly expanded training schedule and staff amidst multiple designed revenue reductions.
- Acquired federal tax exemption status for Fund which was replicated throughout District Council.
- Implemented budget management strategy that increased cash reserves of a $500K annually budgeted Fund by 100% to $2 million over six year period
- Served simultaneously as Director, Apprenticeship Coordinator, and Instructor

E.W. Howell Co., Inc., Woodbury, NY
Labor Foreman/Skilled Construction Craft Laborer  July 1997 – August 1999
Directed worksite operations on behalf of long established general contracting firm. Assisted job Superintendent in conducting weekly contractor coordination meetings. Supervised safety installations and maintenance as per OSHA standards. Supervised Laborer crew. Scheduled and assigned task responsibilities. Liaised with clients, Union shop stewards, local government agencies and fire departments, and OSHA on behalf of Superintendent. Performed Laborer duties as assigned by Superintendent.
- Took over hopeless project three months behind schedule, implemented plan with milestones, optimized productivity, and successfully completed project on schedule.
- Executed project plan and methodology, which formed cohesive team environment comprised of tradesmen, design professionals, and client representatives.
- Team approach secured additional projects with client.

Various Employers, NY
Skilled Construction Craft Laborer
Performed variety of job skills required of journeyman Laborer including, demolition, scaffold erection, site preparation, concrete placement, oxy-acetylene cutting and burning, mason tending, general conditions, carpenter tender, asbestos abatement, punch list repair, fire guard, flagger, etc.
- Shop Steward
- NY State Licensed Asbestos Handler

PREVIOUS WORK HISTORY
Dockbuilder – Member Local #1456, New York, NY , 1989 – 1992
Commercial Truck Driver, Home Heating Oil Companies 1987-1988
Commercial Truck Sales, Tryac Truck and Equipment 1986-1987
Retail Management, Music and Clothing Industries 1981-1985

Elected Public Office
Trustee, Board of Education 2003-2006
Miller Place Union Free School District, Miller Place, NY

EDUCATION
Temple University
Ambler, PA

Upper Moreland High School
Willow Grove, PA
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</table>
1. Type of Legislation

Resolution ___ Local Law ___ Charter Law

2. Title of Proposed Legislation: APPROVING THE REAPPOINTMENT OF SEAN BRENNAN AS A MEMBER OF THE SUFFOLK COUNTY HOME IMPROVEMENT CONTRACTING BOARD.

3. Purpose of Proposed Legislation
The purpose of this legislation is to reappoint Sean Brennan to the Suffolk County Home Improvement Contracting Board. The Board consists of seven (7) members who serve three (3) year terms.

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

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

___ County ___ Town ___ Economic Impact
___ Village ___ School District ___ Other (Specify)
___ Library District ___ Fire District ___ NOT APPLICABLE

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

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

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision.
Member will be reappointed to a term expiring September 11, 2019. The approximate cost is $4500.

8. Proposed Source of Funding

2016 Operating Budget

9. Timing of Impact

Upon adoption

10. Typed Name & Title of Preparer

BARBARA D'AMICO
DIRECTOR OF FINANCE

11. Signature of Preparer

12. Date

7/27/16

SCIN FORM 175b (10/95)
TITLE OF BILL:

APPROVING THE REAPPOINTMENT OF SEAN BRENNAN AS A MEMBER OF THE SUFFOLK COUNTY HOME IMPROVEMENT CONTRACTING BOARD.

PURPOSE OR GENERAL IDEAL OF BILL:

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

SUMMARY OF SPECIFIC PROVISIONS:

JUSTIFICATION:

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

FISCAL IMPLICATIONS:

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

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

FROM: Frank Nardelli, Commissioner

DATE: July 27, 2016

RE: INTRODUCTORY RESOLUTION

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

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

AN E-MAIL VERSION WILL BE SENT TO CE RESO REVIEW UNDER THE TITLE “RESO-LLCA-HOME IMPROVEMENT BOARD-S. BRENNAN.”

Thank you for your assistance.

***

FN:dv
Attachment
RESOLUTION NO. 2016, APPROVING THE REAPPOINTMENT OF STEVE MACCHIO AS A MEMBER OF THE SUFFOLK COUNTY COMMERCIAL, INDUSTRIAL, RESIDENTIAL SEPTIC TANK/SEWER DRAIN TREATMENT, BACTERIA ADDITIVES AND MAINTENANCE BOARD

WHEREAS, Local Law 17-1971 authorized the creation of an five member Suffolk County Commercial, Industrial, Residential Septic Tank/Sewer Drain Treatment, Bacteria Additives and Maintenance Board; and

WHEREAS, members of the Suffolk County Commercial, Industrial, Residential Septic Tank/Sewer Drain Treatment, Bacteria Additives and Maintenance Board are appointed by the County Executive, subject to legislative approval; and

WHEREAS, Mr. Macchio's term expires on September 30, 2016; and

WHEREAS, the County Executive has re-nominated Steve Macchio to serve as a member of the Suffolk County Commercial, Industrial, Residential Septic Tank/Sewer Drain Treatment, Bacteria Additives and Maintenance Board; now, therefore be it

1st RESOLVED, that the reappointment of Steve Macchio of Lindenhurst, New York, as a member of the Suffolk County Commercial, Industrial, Residential Septic Tank/Sewer Drain Treatment, Bacteria Additives and Maintenance Board, for a term of office expiring September 30, 2019, is hereby approved, said appointment having been made pursuant to the provisions of Chapter 563 of the Suffolk County Code; and be it further

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

DATED:

APPROVED BY:

County Executive of the County of Suffolk

Date:
Information Sheet of:

Steve Macchio

For Consideration re: Liquid Waste Licensing Board

1980-Present: Business Owner and Operator
Environmental Wastewater Treatment Processing in
Multiple States; Real/Estate/Real Property Owner, Developer
and Manager.

My childhood was encircled in an atmosphere of family owned businesses ranging from
wastewater environmental transportation, independently owned coin op Laundromats
and various Real Estate/Real Property ownership. It is this background and my interests
at such an early age that fueled my successes of today as a self-employed
businessperson who offers almost 30 years of business savvy, knowledge and
experience.

As owner of multiple wastewater treatment facilities located in different States, it is my
responsibility to work with many divisions of local, town and state governments. Aside
from the knowledge that I have acquired in my efforts to strictly adhere to governmental
policies and regulations in this area, I am also afforded the opportunity to work with and
make recommendations to these departments on issues involving environmental safety
and the betterment of the community, which has always been a deep concern of mine.

As a Real Estate/Real Property owner, I develop, own and manage corporate office
buildings, strip malls, vacant lands and housing for lease and/or sale and have
significantly contributed to the build up and development of various parts of Long Island
as well as provide many jobs and opportunities within those communities.

I have first hand involvement in simple and complex contracts and negotiations with
contractors, local town, city and state government and partnerships, etc.

This is a brief description of what experience and expertise I can bring to the table as a
board member of the Liquid Waste Licensing Board. I am confident that holding a board
position would be an asset to the Department.
| Start Date | Liquid Waste Board | Expiration | Jan | Feb | Mar | Apr | May | Jun | Aug | Sep | Oct | Nov | Dec |
|------------|--------------------|------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 09/30/13   | S. Macchio         | 09/30/16   | EX  | X   | EX  | X   | EX  | X   | X   | X   | EX  | EX  |     |     |

**NO JULY MEETING**
MEMORANDUM

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

FROM: Frank Nardelli, Commissioner

DATE: July 27, 2016

RE: INTRODUCTORY RESOLUTION

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

RESOLUTION NO. -16, APPROVING THE REAPPOINTMENT OF STEVE MACCHIO AS A MEMBER OF THE SUFFOLK COUNTY COMMERCIAL, INDUSTRIAL, RESIDENTIAL SEPTIC TANK/SEWER DRAIN TREATMENT AND MAINTENANCE BOARD.

AN E-MAIL VERSION WILL BE SENT TO CE RESO REVIEW UNDER THE TITLE "RESO-LLCA-MEMBER- LIQUID WASTE BOARD-S. MACCHIO."

Thank you for your assistance.

***

FN:dv
Attachment
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
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</thead>
<tbody>
<tr>
<td>X</td>
<td>___</td>
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2. Title of Proposed Legislation: APPROVING THE REAPPOINTMENT OF STEVE MACCHIO AS A MEMBER OF THE SUFFOLK COUNTY COMMERCIAL, INDUSTRIAL, RESIDENTIAL SEPTIC TANK/SEWER DRAIN TREATMENT AND MAINTENANCE BOARD.

3. Purpose of Proposed Legislation

The purpose of this legislation is to reappoint Steve Macchio to the Suffolk County Commercial, Industrial, Residential Septic Tank/Sewer Drain Treatment, Bacteria Additives and Maintenance Board. The Board consists of five (5) members who serve three (3) year terms.

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? (check appropriate category)

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Village</th>
<th>School District</th>
<th>Other (Specify)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Library District</th>
<th>Fire District</th>
<th>NOT APPLICABLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

N/A

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

8. Proposed Source of Funding

9. Timing of Impact

Upon adoption

10. Typed Name & Title of Preparer

BARBARA D'AMICO
DIRECTOR OF FINANCE

11. Signature of Preparer

Barbara D'Amico

12. Date

7/27/16

SCIN FORM 175b (10/95)
TITLE OF BILL:

APPROVING THE REAPPOINTMENT OF STEVE MACCHIO AS A MEMBER OF THE SUFFOLK COUNTY COMMERCIAL, INDUSTRIAL, RESIDENTIAL SEPTIC TANK/SEWER DRAIN TREATMENT AND MAINTENANCE BOARD.

PURPOSE OR GENERAL IDEAL OF BILL:

The purpose of this legislation is to reappoint Steve Macchio to the Suffolk County Commercial, Industrial, Residential Septic Tank/Sewer Drain Treatment, Bacteria Additives and Maintenance Board. The Board consists of five (5) members who serve three (3) year terms.

SUMMARY OF SPECIFIC PROVISIONS:

JUSTIFICATION:

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

FISCAL IMPLICATIONS:

None
RESOLUTION NO – APPROPRIATING FUNDS IN CONNECTION
WITH THE RENOVATION OF KREILING HALL – AMMERMAN
CAMPUS (CP 2114)

WHEREAS, the President of Suffolk County Community College and the Board
of Trustees have requested funds for the implementation of the Master Plan Update – Phase II;
and

WHEREAS, the New York State Legislature and the Governor have included
funding in the New York State Budget to cover the State’s fifty percent share; and

WHEREAS, sufficient funds have been included in the 2016 Capital Budget and
Program to cover the County’s cost of the project; and

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

WHEREAS, that this Legislature, by resolution of even date herewith, has
authorized the issuance of $1,590,000 in Suffolk County Serial Bonds; now, be it further

1st
RESOLVED, that it is hereby determined that this project, with a priority ranking
of fifty-eight (58) is eligible for approval in accordance with the provisions of Resolution No. 471-
1994 as revised by Resolution No. 461-2006; and be it further

2nd
RESOLVED, that the proceeds of $1,590,000 in Suffolk County Serial Bonds be
and they are hereby appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>JC</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-2114.310</td>
<td>30</td>
<td>Renovation of Kreiling Hall – Ammerman Campus (Construction)</td>
<td>$1,540,000</td>
</tr>
<tr>
<td>(Fund 818 Debt Service)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>525-CAP-2114.510</td>
<td>30</td>
<td>Renovation of Kreiling Hall – Ammerman Campus (F&amp;E)</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>(Fund 818 Debt Service)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

; and be it further

3rd
RESOLVED, that State Aid be and it hereby is appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>JC</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-2114.310</td>
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</tr>
<tr>
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<td></td>
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<td>30</td>
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<td>$ 50,000</td>
</tr>
<tr>
<td>(Fund 818 Debt Service)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

; and be it further
RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that the adoption of this law is a Type II action, pursuant to Title 6 NYCRR Part 617.5(C) (1), (2), (25) and (27), since it constitutes a local legislative decision in connection with the maintenance, repair, replacement, rehabilitation, reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes, purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials; as a Type II action, the Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

County Executive of Suffolk County

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

1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Title of Proposed Legislation

RESOLUTION NO - APPROPRIATING FUNDS IN CONNECTION WITH THE RENOVATION OF KREILING HALL - AMMERMAN CAMPUS (CP 2114)

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>

   | 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
    August 25, 2016

SCIN FORM 175b (10/95)

Page 1 of 2
### 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>$125,388</td>
<td>$0.23</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th></th>
<th>2018 PROPERTY TAX LEVY</th>
<th>2018 COST TO AVG TAXPAYER</th>
<th>2018 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>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>$125,388</td>
<td>$0.23</td>
<td>$0.003</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.

To be completed by the Executive Budget Office
<table>
<thead>
<tr>
<th>Date</th>
<th>Coupon</th>
<th>Principal</th>
<th>Interest</th>
<th>Total Debt Service</th>
<th>Fiscal Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6/1/2018</td>
<td>2.000%</td>
<td>$90,772.19</td>
<td>$34,615.63</td>
<td>$125,387.81</td>
<td>$125,387.81</td>
</tr>
<tr>
<td>6/1/2019</td>
<td>2.000%</td>
<td>$92,748.38</td>
<td>$34,615.63</td>
<td>$125,387.81</td>
<td>$125,387.81</td>
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<tr>
<td>6/1/2020</td>
<td>2.000%</td>
<td>$94,767.58</td>
<td>$34,615.63</td>
<td>$125,387.81</td>
<td>$125,387.81</td>
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<tr>
<td>6/1/2021</td>
<td>2.000%</td>
<td>$96,830.75</td>
<td>$34,615.63</td>
<td>$125,387.81</td>
<td>$125,387.81</td>
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<tr>
<td>6/1/2022</td>
<td>2.125%</td>
<td>$98,938.84</td>
<td>$34,615.63</td>
<td>$125,387.81</td>
<td>$125,387.81</td>
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<tr>
<td>6/1/2023</td>
<td>2.125%</td>
<td>$101,092.62</td>
<td>$34,615.63</td>
<td>$125,387.81</td>
<td>$125,387.81</td>
</tr>
<tr>
<td>6/1/2024</td>
<td>2.125%</td>
<td>$103,293.70</td>
<td>$34,615.63</td>
<td>$125,387.81</td>
<td>$125,387.81</td>
</tr>
<tr>
<td>6/1/2025</td>
<td>2.125%</td>
<td>$105,542.49</td>
<td>$34,615.63</td>
<td>$125,387.81</td>
<td>$125,387.81</td>
</tr>
<tr>
<td>6/1/2026</td>
<td>2.250%</td>
<td>$107,840.23</td>
<td>$34,615.63</td>
<td>$125,387.81</td>
<td>$125,387.81</td>
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<tr>
<td>6/1/2027</td>
<td>2.375%</td>
<td>$110,188.01</td>
<td>$34,615.63</td>
<td>$125,387.81</td>
<td>$125,387.81</td>
</tr>
<tr>
<td>6/1/2028</td>
<td>2.500%</td>
<td>$112,586.89</td>
<td>$34,615.63</td>
<td>$125,387.81</td>
<td>$125,387.81</td>
</tr>
<tr>
<td>6/1/2029</td>
<td>2.500%</td>
<td>$115,038.00</td>
<td>$34,615.63</td>
<td>$125,387.81</td>
<td>$125,387.81</td>
</tr>
<tr>
<td>6/1/2030</td>
<td>2.500%</td>
<td>$117,542.47</td>
<td>$34,615.63</td>
<td>$125,387.81</td>
<td>$125,387.81</td>
</tr>
<tr>
<td>6/1/2031</td>
<td>2.625%</td>
<td>$120,101.47</td>
<td>$34,615.63</td>
<td>$125,387.81</td>
<td>$125,387.81</td>
</tr>
<tr>
<td>6/1/2032</td>
<td>2.625%</td>
<td>$122,716.18</td>
<td>$34,615.63</td>
<td>$125,387.81</td>
<td>$125,387.81</td>
</tr>
</tbody>
</table>

$1,590,000.00 | $290,817.21 | $1,880,817.21 | $1,880,817.21

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>
<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>
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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
### General Fund

<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>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>2016 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>2016 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>

**Notes:**
1) Source for number of family parcels and corresponding assessed valuation: Suffolk County
   real property, 2015.
2) Source for total taxable assessed valuation for county purposes: Schedule A, report of
   assessed valuation for 2015-2016.
3) Source for equalization rates: 2015 county equalization rates established by the New
   York State board of equalization and assessments.

To be completed by the Executive Budget Office
August 2, 2016

Jon Schnieder  
Deputy County Executive  
H. L. Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, NY  11788

Re: Proposed Capital Budget Resolution

Dear Mr. Schnieder:

The College respectfully requests that the proposed resolution enclosed herein be introduced at the next meeting of the Legislature:

- Appropriating funds in connection with the Renovation of Kreiling Hall – Ammerman Campus (CP2114)

This draft resolution was e-mailed to the distribution list CE Reso Review saved under the title “Reso-SCCC-KreilingHall.docx” on August 2, 2016.

Please feel free to call me at (451-4233) if any additional information is required.

Sincerely,

Jon DeMaio, P.E.  
Administrative Director of Educational Facilities

Enclosure

Cc: Louis Petrizzo – College General Council, SCCC  
    Ben Zwirn – Intergovernmental Relations Coordinator, SCCC  
    Paul Cooper, P.E. – Executive Director of Facilities/Technical Support, SCCC  
    Sara Gorton – Principal Auditor, SCCC
RESOLUTION NO. —2016, AMENDING THE 2016 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 arising out of a vehicular accident for the amount of Two Million Eight Hundred Ninety Four Thousand Fifty Eight ($2,894,058) 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 2016 Operating Budget; and

WHEREAS, the County Legislature, by Resolution of even date herewith, has authorized the issuance of Two Million Eight Hundred Ninety Four Thousand Fifty Eight ($2,894,058) 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 Two Million Eight Hundred Ninety Four Thousand Fifty Eight ($2,894,058) 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 Two Million Eight Hundred Ninety Four Thousand Fifty Eight ($2,894,058) Dollars in Suffolk County Serial Bonds be and are hereby appropriated as follows:

REVENUES:
038-2780 Proceeds: Debt $2,894,058

APPROPRIATIONS:
Miscellaneous
Auto Liability Insurance
038-MSC-1915
Mandated

8505 — Settlements $2,894,058

DATED:

APPROVED BY:

County Executive of the County of Suffolk

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

1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ]</td>
<td>[ ]</td>
<td>[ ]</td>
</tr>
</tbody>
</table>

2. Title of Proposed Legislation

**AMENDING THE 2016 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?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

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

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

12. Date

August 29, 2016

SCIN FORM 175b (10/95)
# Financial Impact

## 2018 Property Tax Levy

### Cost to the Average Taxpayer

<table>
<thead>
<tr>
<th>Fund</th>
<th>2016 Property Tax Levy</th>
<th>Estimated 2018* Cost to Avg Taxpayer</th>
<th>2016 AV Tax Rate per $100</th>
<th>2016 FV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td>$614,444</td>
<td>$1.17</td>
<td></td>
<td>$0.002</td>
</tr>
<tr>
<td><strong>Police District and District Court</strong></td>
<td>$0</td>
<td>$0.00</td>
<td></td>
<td>$0.000</td>
</tr>
<tr>
<td><strong>Combined</strong></td>
<td>$614,444</td>
<td>$1.17</td>
<td></td>
<td>$0.002</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:

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

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</th>
<th>Principal</th>
<th>Interest</th>
<th>Total Debt Service</th>
<th>Fiscal Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/1/2017</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>5/1/2018</td>
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<td>$614,444.28</td>
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<tr>
<td>5/1/2020</td>
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<td>$578,579.04</td>
<td>$17,932.62</td>
<td>$596,511.66</td>
<td>$614,444.28</td>
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<td>$2,894,058.00</td>
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</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
### GENERAL FUND

<table>
<thead>
<tr>
<th>2016 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2017* COST TO AVG TAXPAYER</th>
<th>2016 AV TAX RATE PER $100</th>
<th>2016 FV TAX RATE PER $1000</th>
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<tr>
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<td>$0</td>
<td>$0.00</td>
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</tbody>
</table>

### POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
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<tr>
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### COMBINED

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<tr>
<th>2016 PROPERTY TAX LEVY</th>
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<td>$0.00</td>
</tr>
</tbody>
</table>

*The estimated 2017 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
## GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
<th>2016 AV TAX RATE PER $100</th>
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## POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th></th>
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<th>2016 COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2016 FV TAX RATE PER $1000</th>
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## COMBINED

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<tr>
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<th>2016 PROPERTY TAX LEVY</th>
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</tbody>
</table>

**NOTES:**

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

Page 2 of 2

To be completed by the Executive Budget Office
RESOLUTION NO. 1790-16

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 2016 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:

REVENUES:
038-2780 Proceeds: Debt $800,000

APPROPRIATIONS:
General Liability Insurance
038-MSC-1914 Mandated

8505 – Settlements $800,000

DATED:

APPROVED BY:

County Executive of the County of Suffolk

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**
   
   **AMENDING THE 2016 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)
   - 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 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**

12. **Date**
    - August 29, 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>2016 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2018* COST TO AVG TAXPAYER</th>
<th>2016 AV TAX RATE PER $100</th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$153,650</td>
<td>$0.29</td>
<td></td>
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</tbody>
</table>

### POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th></th>
<th>2016 PROPERTY TAX LEVY</th>
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### COMBINED

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<tr>
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*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
<table>
<thead>
<tr>
<th>Date</th>
<th>Coupon</th>
<th>Principal</th>
<th>Interest</th>
<th>Total Debt Service</th>
<th>Fiscal Debt Service</th>
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<tbody>
<tr>
<td>5/1/2017</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
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<td>$169,849.89</td>
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<tr>
<td>5/1/2019</td>
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<tr>
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<tr>
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<td>$800,000.00</td>
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**FINANCIAL IMPACT**
**2017 PROPERTY TAX LEVY**
**COST TO THE AVERAGE TAXPAYER**

### GENERAL FUND

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</tr>
</tbody>
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**NOTES:**

1) **SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION:** SUFFOLK COUNTY REAL PROPERTY, 2015.

2) **SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES:** SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.

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

Page 2 of 2

To be completed by the Executive Budget Office
## GENERAL FUND

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<th>2016 PROPERTY TAX LEVY</th>
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**NOTES:**


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Page 2 of 2

To be completed by the Executive Budget Office
RESOLUTION NO. 2016, ACCEPTING AND APPROPRIATING 50% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $564,390 FOR THE "LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT (LEMPG) FY2016" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES

WHEREAS, the New York State Division of Homeland Security and Emergency Services (DHSES) has awarded Suffolk County federal funds under the LEMP Grant FY2016 to be implemented by the Suffolk County Department of Fire, Rescue & Emergency Services; and

WHEREAS, resolution no. 611-2016 to authorize the County Executive to execute grant related agreements for the State Homeland Security Program (SHSP) FY2016, Urban Area Security Initiative (UASI) FY2016, and Local Emergency Management Performance Grant (LEMPG) FY2016 was adopted on June 21, 2016; and

WHEREAS, the LEMP Grant FY2016 will provide funds to the Department of Fire, Rescue & Emergency Services to support planning, training, exercise, and equipment needs associated with preparedness and prevention activities for all hazards; and

WHEREAS, this grant is for a twenty-four (24) month period from 10/01/2015 through 09/30/2017 in which the County will receive 50% grant funding in the amount of $564,390 for the LEMP FY2016; and,

WHEREAS, $564,390 of said funds have not been included in the 2016 Operating Budget; and

WHEREAS, the LEMP FY2016 grant includes partial funding for the Department of Fire, Rescue and Emergency Services to continue the employment of twelve (12) positions total: one (1) Commissioner (full-time), one (1) Deputy Commissioner (full-time); one (1) Director of Emergency Preparedness (full-time); one (1) Community Emergency Evacuation Coordinator (full-time); one (1) Chief County Fire Marshal; one (1) Emergency Services Dispatcher III; one (1) Ambulance Services Consultant; one (1) Fire Marshal II; two (2) Fire Marshal I; one (1) EMS Coordinator; and one (1) Senior Grants Analyst; and

WHEREAS, these positions already exist funded in the 2016 Operating Budget in 001-FRE-3400 and 001-FRE-3405 as position numbers 3400-0100-0010 (Commissioner), 3400-0100-0012 (Deputy Commissioner), 3400-0100-0015 (Chief County Fire Marshal), 3400-0600-0005 (Director of EP), 3400-0600-0021 (CEEC), 3400-0200-0045 (ESD III), 3400-0400-0303 (Fire Marshall II), 3400-0400-0302 and 3405-0200-0002 (Fire Marshall I), 3400-0600-0040 (Ambulance Services Consultant), 3400-0300-0202 (Coordinator of EMS), and 3400-0100-0031 (Senior Grants Analyst); and

WHEREAS, the LEMP FY2016 grant includes funding for the purchase of one (1) high capacity towing vehicle and one (1) Emergency Management trailer for the Department of Fire, Rescue and Emergency Service; and
WHEREAS, the purchase of these vehicles will temporarily increase the fleet of the Department of Fire, Rescue and Emergency Service by two; and

WHEREAS, Chapter 255 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval for the acquisition of such vehicle, via lease or purchase has been granted via duly enacted Resolution of the Suffolk County Legislature; now, therefore be it

1\textsuperscript{st} RESOLVED, the County Comptroller be and is hereby authorized to accept $564,390, and appropriate said grant funds as follows:

<table>
<thead>
<tr>
<th>LEMPG FY2016 - $564,390</th>
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</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
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<tr>
<td>001-FRE-4234 – LEMPG 2016</td>
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<table>
<thead>
<tr>
<th>ORGANIZATIONS</th>
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</thead>
<tbody>
<tr>
<td>Suffolk County Dept of Fire, Rescue &amp; Emergency Services</td>
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<tr>
<td>LEMPG FY2016</td>
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<tr>
<td>001-FRE-3440 - $439,266</td>
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</tbody>
</table>

| 1000 – Personnel Services | $ 267,455 |
| 1110 – Interim Salaries   | $ 267,455 |

<table>
<thead>
<tr>
<th>2000 – Equipment</th>
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</thead>
<tbody>
<tr>
<td>2040 – Trucks, Trailers, Jeeps</td>
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</table>

Employee Benefits
Social Security
001-EMP - 9030 - $20,356

<table>
<thead>
<tr>
<th>8000 – Employee Benefits</th>
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<tbody>
<tr>
<td>8330 – Social Security</td>
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Employee Benefits
Retirement
001-EMP-9010 – $44,571

<table>
<thead>
<tr>
<th>Employee Benefits</th>
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<tbody>
<tr>
<td>8280 – Retirement</td>
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</tbody>
</table>

Employee Benefits
Welfare Fund
001-EMP-9080 - $4,338
Employee Benefits
8380 – Welfare Fund Contribution  
$ 4,338

Interfund Transfer
Transfer to Employee Medical Health Plan
001-IFT-E039 - $55,859

Employee Benefits
9600 - Transfer of Funds  
$ 55,859

Employee Benefits
Major Medical Claims
039-EMP-9060 - $55,859

Employee Benefits
8360 – Health Insurance  
$ 55,859

; and be it further

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

REVENUES

039-IFT-R001 Transfer from General Fund  
$ 55,859

; and be it further

3rd RESOLVED, that the following positions be and they hereby are continued in the Department of Fire, Rescue and Emergency Services and partially funded by the LEMPG 2016 grant:

Department of Fire, Rescue & Emergency Services

<table>
<thead>
<tr>
<th>Position No.</th>
<th>Spec No.</th>
<th>Position Title</th>
<th>JC</th>
<th>Gr</th>
<th>No.</th>
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</thead>
<tbody>
<tr>
<td>3400-0100-0010</td>
<td>9344</td>
<td>Commissioner</td>
<td>UNC</td>
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<td>1</td>
</tr>
<tr>
<td>3400-0100-0012</td>
<td>9345</td>
<td>Deputy Commissioner</td>
<td>E</td>
<td>30</td>
<td>1</td>
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<tr>
<td>3400-0100-0015</td>
<td>5124</td>
<td>Chief County Fire Marshal</td>
<td>C</td>
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<td>1</td>
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<tr>
<td>3400-0600-0005</td>
<td>9317</td>
<td>Director of EP</td>
<td>C</td>
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<tr>
<td>3400-0600-0021</td>
<td>5803</td>
<td>CEEC</td>
<td>C</td>
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<tr>
<td>3400-0200-0045</td>
<td>0175</td>
<td>ESD III</td>
<td>C</td>
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<tr>
<td>3400-0400-0303</td>
<td>5126</td>
<td>Fire Marshall II</td>
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<tr>
<td>3400-0400-0302</td>
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<td>3400-0600-0040</td>
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<td>Amb Svcs Consultant</td>
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<td>1</td>
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<tr>
<td>3400-0300-0202</td>
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<tr>
<td>3400-0100-0031</td>
<td>0718</td>
<td>Senior Grants Analyst</td>
<td>C</td>
<td>24</td>
<td>1</td>
</tr>
<tr>
<td>3405-0200-0002</td>
<td>5125</td>
<td>Fire Marshal I</td>
<td>C</td>
<td>18</td>
<td>1</td>
</tr>
</tbody>
</table>
RESOLVED, that the County Legislature hereby authorizes the fleet of the Department of Fire, Rescue and Emergency Services to be temporarily increased by two (2); and be it further

RESOLVED, the purchase of (1) high capacity towing vehicle and one (1) Emergency Management trailer for the Department of Fire, Rescue and Emergency Service is hereby approved pursuant to Chapter 255-2 (b)(6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the County Vehicle Standard; and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County

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

1. Type of Legislation
   Local Law: _________ Charter Law: _________ Resolution: __X__

2. Title of Proposed Legislation
   ACCEPTING AND APPROPRIATING 50% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES IN THE AMOUNT OF $564,390 FOR THE "LOCAL EMERGENCY MANAGEMENT PERFORMANCE GRANT FY2016" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES

3. Purpose of Proposed Legislation
   To support existing personnel costs for planning, training, and exercise needs associated with preparedness and prevention activities for all hazards. To provide funding for the purchase of one (1) heavy duty towing capacity truck and one (1) Emergency Management trailer.
   Accept and appropriate FY16 Local Emergency Management Performance Grant funding in the Department of Fire, Rescue and Emergency Services.
   Continue the partial grant funding of one (1) full-time Commissioner position (3400-0100-0010), one (1) full-time Deputy Commissioner position (3400-0100-0012), one (1) full-time Chief County Fire Marshal position (3400-0100-0015), one (1) full-time Director of Emergency Preparedness position (3400-0600-0005), one (1) full-time Community Emergency Evacuation Coordinator position (3400-0600-0021), one (1) full-time Emergency Services Dispatcher III position (3400-0200-0045), one (1) full-time Ambulance Services Consultant position (3400-0600-0040), one (1) full-time Fire Marshal II position 3400-0400-0303, two (2) full-time Fire Marshal I positions (3400-0400-0302 and 3405-0200-0002), one (1) full-time EMS Coordinator position (3400-0300-0202), and one (1) full-time Senior Grants Analyst (3400-0100-0031).

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

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

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

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

   There is a cost matching requirement for this grant.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision
   $564,390 - LEMPG FY2016

8. Proposed Source of Funding

9. Timing of Impact: 10/01/2015 - 09/30/2017

10. Typed Name & Title of Preparer
    Jared Cirillo, Senior Grants Analyst

11. Signature of Preparer
    [Signature]

12. Date
    July 14, 2016

SCIN FORM 175b (10/95)

8/25/16
2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
2016 LEMPG

**TITLE OF BILL:** An act to accept and appropriate 50% Federal pass-through grant funds from the NYS Division of Homeland Security and Emergency Services in the amount of $564,390 for the 2016 Local Emergency Performance Management Grant (LEMPG) administered by the Suffolk County Department of Fire, Rescue & Emergency Services.

**PURPOSE OR GENERAL IDEA OF BILL:** The FY2016 Local Emergency Management Performance Grant will provide funds to the Department of Fire, Rescue and Emergency Services to support existing personnel costs for planning, training, and exercise needs associated with preparedness and prevention activities for all hazards. The LEMPG will also provide funds to the Department of Fire, Rescue and Emergency Services for the purchase of one (1) heavy duty towing capacity truck and one (1) Emergency Management trailer.

**SUMMARY OF SPECIFIC PROVISIONS:** N/A

**JUSTIFICATION:** LEMPG funds will be allocated towards local emergency management personnel and equipment. This is an annual recurring grant that the Department of Fire, Rescue and Emergency Services has received for many years. The grant reimburses the county for 50% of planning, training, exercise, and equipment needs associated with preparedness and prevention activities for all hazards. The required local match will be met with personnel costs and the maintenance/subscription renewal cost for E-Team.

**FISCAL IMPLICATIONS:** There is a cost matching requirement for this grant that will be met with existing salary costs and the maintenance/subscription renewal cost for E-Team.
TO: Jon Schneider  
Deputy County Executive

FROM: Joseph F. Williams  
Commissioner

DATE: July 14, 2016

SUBJECT: Request for Introductory Resolution: LEMPG FY2016

Enclosed for further processing is an introductory resolution and supporting documents to accept and appropriate $564,390 in funding from the US Department of Homeland Security through the NYS Division of Homeland Security and Emergency Services for the Local Emergency Management Performance Grant (LEMPG) FY2016.

The grant provides funding to support existing personnel costs for planning, training, and exercise needs associated with preparedness and prevention activities for all hazards. The LEMPG will also provide funding for the purchase of one (1) heavy duty towing capacity truck and one (1) Emergency Management trailer.

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

JFW:jac

Enclosures
The Honorable Steven Bellone  
Suffolk County Executive  
100 Veterans Memorial Highway  
P.O. Box 6100  
Hauppauge, NY 11788

Dear Mr. Bellone:

I am pleased to inform you that Suffolk County is awarded $564,390 under the FY2016 Emergency Management Performance Grant (EMPG). Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA. Please note that the contract for this award will be executed upon the State’s receipt of the official grant award from FEMA. The performance period for this grant is expected to be from October 1, 2015 through September 30, 2017.

The FY2016 EMPG application documents and grant guidance will be sent in the near future to your designated program points of contact. In order for DHSES to provide these critical funds to you as quickly as possible, your application must be submitted to DHSES no later than May 6, 2015. If you need assistance in completing your application, please contact DHSES’s Grant Program Administration Office at (866) 837-9133.

Thank you for your continued support of New York State’s emergency preparedness efforts. DHSES remains committed to providing you with outstanding support in the administration of your homeland security programs. If you have any questions, please contact me at (518) 242-5000 or my Director of Grants, Shelley Wahrlich, at (518) 402-2123.

Sincerely,

John P. Melville  
Commissioner
**STATE AGENCY**
New York State Division of Homeland Security and Emergency Services  
1220 Washington Avenue  
Building 7A Suite 710  
Albany, NY 12242

**NYS COMPTROLLER’S NUMBER:** C193065  
(Contract Number)

**ORIGINATING AGENCY CODE:** 01077

**TYPE OF PROGRAMS:** WM2016 EMPG  
**CFDA NUMBER:** 97.042  
**DHSES NUMBERS:** WM16193065

**FEDERAL TAX IDENTIFICATION NO.:** 11-6000464  
**MUNICIPALITY NO.:** (if applicable) 470100000 000  
**SFS VENDOR NO.:** 1000000009  
**DUN & BRADSTREET NO.:** 065949190

**STATUS:**  
Contractor is not a sectarian entry.  
Contractor is not a not-for-profit organization.

**INITIAL CONTRACT PERIOD:**  
FROM 10/01/2015 TO 09/30/2017  
**FUNDING AMOUNT FOR INITIAL PERIOD:** $564,390.00

**MULTI-YEAR TERM:** (if applicable)

**CHARITIES REGISTRATION NUMBER:**

| N/A |  
| (Enter number of Exempt) |  
| if "Exempt" is entered above, reason for exemption. | n/a |

Contractor has [ ] has not [ ] timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

**APPENDIX ATTACHED AND PART OF THIS AGREEMENT:**  
- [ ] APPENDIX A Standard Clauses required by the Attorney General for all State contracts  
- [x] APPENDIX A1 Agency-specific Clauses  
- [x] APPENDIX B Budget  
- [x] APPENDIX C Payment and Reporting Schedule  
- [x] APPENDIX D Program Workplan and Special Conditions  
- [ ] APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)  
- [ ] DHSES-55 Budget Amendment/Grant Extension Request  
- [ ] Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

**IN WITNESS THEREOF,** the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services  
BY: , Date:  
**State Agency Certification:** "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".

GRANTEE:  
BY: Mr. Dennis M. Cohen , Chief Deputy County Executive  
Date: 

**ATTORNEY GENERAL’S SIGNATURE**  
Title:  
Date: 

**COMPTROLLER’S SIGNATURE**  
Title:  
Date: 

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**Award Contract**  
**Project No.:** EM16-1011-D00  
**Grantee Name:** Suffolk County  
**06/23/2016**

**Award Contract**  
**Project No.:**  
**Grantee Name:**  

[https://grants.security.state.ny.us/Project/ReportContractAward.jsp](https://grants.security.state.ny.us/Project/ReportContractAward.jsp)[6/23/2016 10:37:30 AM]
Award Contract

EM16-1011-D00
Suffolk County 06/23/2016

Award Contract
Project No.
EM16-1011-D00

Grantee Name
Suffolk County 06/23/2016

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

APPENDIX A-1

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

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

D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1

2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

6. Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

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

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

K. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

L. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

   a. by certified or registered United States mail, return receipt requested;

   b. by facsimile transmission;

   c. by personal delivery;

   d. by expedited delivery service; or

e. by e-mail.

2. Notices to the State shall be addressed to the Program Office.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

O. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

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

Q. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

R. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.2

V. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections.

W. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

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

the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

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

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

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

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

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

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

2. Notice of Termination:

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

      i. personal messenger service; or

      ii. certified mail, return receipt requested and first class mail.

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

      i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

      ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

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

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

termination date.

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

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

a. the repayment to the State of any monies previously paid to the Contractor; or

b. the return of any real property or equipment purchased under the terms of the Contract; or

c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:
1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

f. Rate Based Reimbursement: Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.
g. Scheduled Reimbursement: DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C (Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

      iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

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

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

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

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

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cumulative report), in the forms and formats required.

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

B. Subcontractors:

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

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

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility
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Questionnaire (Questionnaire).

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

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

C. Use of Material, Equipment, or Personnel:

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

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

D. Property:

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

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

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

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

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

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

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

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

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

2. Cost Allocation:

a. For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

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

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

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

G. Publicity:

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

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

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor’s performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

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

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

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

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

1. If the total dollar amount of the Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:
Award Contract

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

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

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

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

L. Workers' Compensation Benefits:

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

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

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

a. to require updates or clarifications to the Questionnaire upon written request;

b. to inquire about information included in or required information omitted from the Questionnaire;

c. to require the Contractor to provide such information to the State within a reasonable timeframe; and

d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e. to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

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

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b. the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

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

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

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)


a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State
Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com/​​FrontEnd/VendorSearchPublic.asp. Additionally, Contractor is encouraged to contact the Division of Minority and Women Business Development (518) 292-5250; (212) 803-2414; or (718) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women’s Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract plan.

c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

Award Contract

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:
   1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
   2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtyth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. MWBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

   MWBE

   This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

   (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MWBE contractor associations.

   (2) Request a list of State-certified MWBEs from AGENCY and solicit bids from them directly.

   (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs.

   (4) Where feasible, divide the work into smaller portions to enhanced participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.

   (5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.

   (6) Ensure that progress payments to MWBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage MWBE participation.

   EEO

   (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

   (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

   (d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic

characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

S. Additional Terms

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

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

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

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

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

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

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

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

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

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

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

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

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

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

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

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

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

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

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

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

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers’ subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

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

i. DHSES shall provide the Contractor with written notice of noncompliance.

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

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

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

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

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

iii. During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

iv. DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

V. FEDERALLY FUNDED GRANT REQUIREMENTS


B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor’s noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits.
Award Contract

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

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

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

1. General Administrative Requirements:
   a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:
   a. 2 CFR Part 200, Subpart E

3. Audit Requirements:
   a. 2 CFR Part 200, Subpart F

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

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:
   a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
   c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
   d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
   e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
   f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at

Award Contract


For audits of fiscal years beginning prior to December 26, 2014, recipients that expend $500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ytb01.htm, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-contractor, or a contractor purchases ownership with grant support.

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

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

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

O. Accounting for Grant Expenditures:

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

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

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.
4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

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

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

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

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

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

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current
utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

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

ENDNOTES:

1 To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

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

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

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

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

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

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

8 Not applicable to not-for-profit entities

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Certified by - on

Award Contract

Project No. Grantee Name
EM16-1011-D00 Suffolk County

06/23/2016

Budget Summary by Participant

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

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**Award Contract**

**Project No.**

EM16-1011-D00

**Grantee Name**

Suffolk County

**EMPG**

06/23/2016

**APPENDIX C**

**PAYMENT AND REPORTING SCHEDULE**

For All Contractors:

**I. PAYMENT PROVISIONS**

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

**A. Payment and Recoupment Language**

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at

https://grants.security.state.ny.us/Project/ReportContractAward.jsp
Award Contract

www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

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

Reimbursement requests need to include the following documents:
• Signed Voucher and Fiscal Cost Report
• Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
• Written documentation of all required DHSES approvals, as appropriate

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

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

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

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

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

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus -- Bldg. 7A
1220 Washington Avenue, Suite 810
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Award Contract

Narrative/Qualitative Report (Progress Report)

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

Expenditure Report (Fiscal Cost Report)

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

Final Report

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

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

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

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

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

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

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

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

Rev. 07/2015

Certified by - on

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Work Plan

Goal

To assist local governments in preparing for all hazards.

Objective #1
Investment Justification - Emergency Management Performance Grant
Target Capability
Primary - Planning
To build and sustain emergency management capabilities.

Task #1 for Objective #1
Conduct allowable planning activities to enhance emergency management capabilities.

# Performance Measure
1. Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced emergency management capabilities in the jurisdiction.

Task #2 for Objective #1
Conduct management and administrative activities that support emergency management initiatives. Ensure all programmatic, fiscal and reporting requirements of the grant are being followed, completed and submitted in a timely manner.

# Performance Measure
1. Management and administrative activities conducted. Provide a brief narrative reporting activities completed. All programmatic, fiscal and reporting requirements completed and submitted in a timely manner.

Task #3 for Objective #1
Conduct organizational activities to support all-hazards emergency management operations.

# Performance Measure
1. Organizational activities conducted. Provide brief narrative reporting activities completed and describe how the project enhanced emergency management operations in the jurisdiction.

Task #4 for Objective #1
Conduct assessment to identify training needs related to emergency management capabilities. Provide authorized training to appropriate personnel. EMPG funded personnel complete required NIMS and Professional Development Series training courses.

# Performance Measure
1. Training conducted. Provide brief narrative on type of training conducted, roster of attendees maintained on file. Complete and attach Training Data report quarterly in e-grants. Describe how the project enhanced emergency management capabilities in the jurisdiction.

Task #5 for Objective #1
Design, develop, conduct and/or participate in exercises in compliance with HSEEP guidelines to identify deficiencies within response capabilities to all hazard events. EMPG-funded personnel must participate in at least three exercises per year. Report scheduled exercises to DHSES through the Master Exercise and Training Information System (METIS) 60 days prior to the start of the exercise. Submit After Action Reports/Improvement Plans to DHSES within 60 days of exercise completion.

# Performance Measure
1. DHSES notified of scheduled exercise, exercise conducted and After Action Reports/Improvement Plans completed and submitted to DHSES within 60 days of exercise completion. Complete and attach Exercise Data Report quarterly in e-grants. Provide brief narrative, report number of personnel involved, the disciplines involved and the jurisdictions participating; describe how the project enhanced the prevention, response, or recovery capabilities in the jurisdiction.

Task #6 for Objective #1

Purchase allowable emergency response equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

# Performance Measure

Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced emergency management capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Award Contract

Project No. EM16-1011-D00 Grantee Name Suffolk County

Suffolk County Indemnification Clause: NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1, Section I, paragraph C; Section IV, paragraph A, parts 1 and 2, and paragraph B, parts 1-6: The State and Contractor agree that Contractor is an independent contractor, and not an employee of the State. If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Contractor shall be solely responsible to the State for performance, whether the work is performed by the Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and its respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

Certified by - on

Award Contract

Project No. EM16-1011-D00 Grantee Name Suffolk County

Special Conditions

I. ALL GRANT FUNDS:

Federal grant funds provided are a subaward of Emergency Management Performance Grant (EMPG) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. EMPG funds must be used in accordance with the guidelines set forth in the EMPG Notice of Funding Opportunity, which can be located at http://www.fema.gov/preparedness non disaster grants.


B. Record Requirements
1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding EMPG funded activities.

2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for EMPG as listed on the Authorized Equipment List (AEL) (https://www.fema.gov/authorized-equipment-list).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security DHS), through DHSES, for any equipment item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using EMPG funds.

3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

D. Training & Exercise Related Activities

1. Any non DHS training course to be supported by this award must be submitted in advance to DHSES for written approval.

2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Report scheduled exercises to DHSES through the Master Exercise and Training Information System (METIS - https://metis.nj.gov) 60 days prior to the start of the exercise. An After Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.

3. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require reevaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archaeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non compliance finding. For your convenience, the screening form is available at: http://www.dhses.ny.gov/grants/eph.cfm

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

G. New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Subrecipient must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.
RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
ANNEMARIE PETTINATO
(SCTM NO. 0200-521.00-03.00-007.001)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 521.00, Block 03.00, Lot 007.001, and acquired by tax deed on February 10, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 16, 2016, in Liber 12852, at Page 677, and otherwise known and designated by the Town of Brookhaven, as Part of Lots 12, 13 and 14, on a certain map entitled "Map of Natures Gardens, Pine Acres Section", filed in the Office of the Clerk of Suffolk County on April 20, 1932 as Map No. 1076; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on February 10, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 16, 2016 in Liber 12852 at Page 677.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, ANNEMARIE PETTINATO has made application of said above described parcel and ANNEMARIE PETTINATO has paid the application fee and has paid $3,923.05, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

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

1st
RESOLVED, that the Director of Real Estate, and/or his/her designee, be and 
he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to ANNE MARIE 
PETTINATO, 3 North Path, Saint James, NY 11780, to transfer the interest of Suffolk County in 
the above described property and on the above described terms.

DATED:

APPROVED BY:  

County Executive of Suffolk County

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

July 21, 2016

Tax Map No.: 0200-521.00-03.00-007.001  
Name of Last Legal Fee Owner: ANNEMARIE PETTINATO

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<td>Repairs</td>
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<tr>
<td>Other Expenses</td>
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</tr>
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</table>

**TOTAL** $3,923.05

Monies Received $3,923.05

RESOLUTION AMOUNT $3,923.05

APPROVED:

[Signature]  
[Date: 7/21/2016]

PREPARED BY:

[Signature]  
Peter Belyea  
Redemption Unit  
(631)853-6932
## A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

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**TOTAL:** $2,864.84

## B. INTEREST DUE

**C. TOTAL**

**D. 5% LINE C**

**SUBTOTAL** $3,140.42

## E. FEE

**F. MISC** MAILING FEES $22.39

**G. MISC** 2015/16 TAXES $760.24

**H. MISC** 0

**TOTAL AMOUNT DUE:** $3,923.05

---

### CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.  
16-May-16

**Douglas W. Sutherland**  
Executive Director of Finance & Taxation

**ks**  
**Interest and penalty computed to and including 11/12/16**
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution X

2. Title of Proposed Legislation
   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under
   Section 46 of the Suffolk County Tax Act
   ANNEMARIE PETTINATO
   0200-521.00-03.00-007.001

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

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

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

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

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

8. Proposed Source of Funding
   N/A

9. Timing of Impact
   2016

10. Typed Name of Preparer
    Peter Belyea
    Signature of Preparer
    Date
    7/21/16
    8/21/16
## GENERAL FUND

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<th>2016 COST TO AVG TAXPAYER</th>
<th>2016 AV TAX RATE PER $100</th>
<th>2016 FV TAX RATE PER $1000</th>
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## POLICE DISTRICT AND DISTRICT COURT

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## COMBINED

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<th>2015 AV TAX RATE PER $100</th>
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<td><strong>TOTAL</strong></td>
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**NOTES:**

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

Page 2 of 2

To be completed by the Executive Budget Office
August 15, 2016

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

Re: Tax Map No. 0200-521.00-03.00-007.001
ANNEMARIE PETTINATO

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
CANDACE M. BAYRAM
(SCTM NO. 0200-642.00-03.00-047.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 642.00, Block 03.00, Lot 047.000, and acquired by tax deed on February 10, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 16, 2016, in Liber 12852, at Page 677, and otherwise known and designated by the Town of Brookhaven, as Part of Lot 563, on a certain map entitled "Map of Mastic Acres, Unit 14", filed in the Office of the Clerk of Suffolk County on July 11, 1947 as Map No. 1558; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on February 10, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 16, 2016 in Liber 12852 at Page 677.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, CANDACE M. BAYRAM has made application of said above described parcel and CANDACE M. BAYRAM has paid the application fee and has paid $2,450.95, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

1st RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further
2nd RESOLVED, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to CANDACE M. BAYRAM, 454 Revilo Avenue, Shirley, New York 11967, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: ________________________________

County Executive of Suffolk County

Date of Approval: ______________________________
August 10, 2016

Tax Map No.: 0200-642.00-03.00-047.000
Name of Last Legal Fee Owner: CANDACE M. BAYRAM

TREASURER’S COMPUTATION..............................$2,032.08
Taxes........2015/2016....................................$372.99
Certified Mail Fees.....................................$45.88
License Fee Collected ......................OPEN
Repairs......................................................OPEN
Other Expenses.................................OPEN

TOTAL......................................................$2,450.95

Monies Received........................................$2,450.95

RESOLUTION AMOUNT..................................$2,450.95

APPROVED:

[Signature]

PREPARED BY:

[Signature]
Peter Belyea
Redemption Unit
(631)853-5932

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

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TOTAL: $1,835.97

B. INTEREST DUE

C. TOTAL

D. 5% LINE C

SUBTOTAL

E. FEE

F. MISC Mailing Fees

G. MISC 2015/16 Taxes

H. MISC

TOTAL AMOUNT DUE:

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$2,450.95

CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

19-Jul-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 01/15/17**
1. Type of Legislation  
Resolution X

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act  
CANDACE M. BAYRAM  
0200-642.00-03.00-047.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

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

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

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

The County will recoup the amount of taxes paid on the property taken by the tax deed.

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

8. Proposed Source of Funding  
N/A

9. Timing of Impact  
2016

10. Typed Name of Preparer  
Peter Belyea

Signature of Preparer  
Date  
8/10/16  
8/27/16
### General Fund

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### Police District and District Court

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### Combined

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<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$0</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Notes:**

1) **Source for number of family parcels and corresponding assessed valuation:** Suffolk County Real Property, 2015.
2) **Source for total taxable assessed valuation for county purposes:** Schedule A, Report of Assessed Valuation for 2015-2016.
3) **Source for equalization rates:** 2015 County Equalization Rates Established by the New York State Board of Equalization and Assessments.

Page 2 of 2

To be completed by the Executive Budget Office.
August 15, 2016

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

Re: Tax Map No. 0200-642.00-03.00-047.000
CANDACE M. BAYRAM

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

[Signature]

Jason Smagin
Acting Director of Real Estate
Suffolk County Department of Economic Development and Planning

WRT PB:lag

Attachment

c: CE Reso Review (e-copy)
Introducory Resolution No. 1794-16 Laid on Table 9/7/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE,
PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL
PROPERTY ACQUIRED UNDER SECTION 46 OF THE
SUFFOLK COUNTY TAX ACT
SUSANNE WARREN, AS ADMINISTRATOR OF THE ESTATE OF EXUM C.
WARREN
(SCTM NO. 0100-054.00-03.00-020.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements
thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of
New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as
District 0100, Section 054.00, Block 03.00, Lot 020.000, and acquired by tax deed on January 28,
2015, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded
on January 29, 2015, in Liber 12805, at Page 586, and otherwise known and designated by the
Town of Babylon, as Lots 15 to 19, Inclusive, Block 13, on a certain map entitled "Map of Home
Acres", filed in the Office of the Clerk of Suffolk County on November 17, 1931 as Map No. 300;
and

FURTHER, notwithstanding the above description, it is the intention of this
conveyance to give title only to such property as was acquired by the County of Suffolk by Tax
Deed on January 28, 2015, from Angie M. Carpenter, the County Treasurer of Suffolk County, New
York, and recorded on January 29, 2015 in Liber 12805 at Page 586.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision
has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, SUSANNE WARREN, AS ADMINISTRATOR OF THE ESTATE OF
EXUM C. WARREN has made application of said above described parcel and SUSANNE
WARREN, AS ADMINISTRATOR OF THE ESTATE OF EXUM C. WARREN has paid the
application fee and has paid $14,335.80, as payment of taxes, penalties, interest, recording fees,
and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through
November 30, 2016; now, therefore be it

1st

RESOLVED, this Legislature, being the State Environmental Quality Review Act
(SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action
within the meaning of the State Environmental Quality Review Act and the regulations adopted
thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that
even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law
is a Type II action constituting a legislative decision in connection with routine or continuing agency
administration and management, not including new programs or major reordering of priority. See 6
N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further
responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further
2nd RESOLVED, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to SUSANNE WARREN, AS ADMINISTRATOR OF THE ESTATE OF EXUM C. WARREN, 99 Levey Blvd., Wyandanch, NY 11798, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: __________________________
County Executive of Suffolk County

Date of Approval: __________________________
July 21, 2016

Tax Map No.: 0100-054.00-03.00-020.000
Name of Last Legal Fee Owner: SUSANNE WARREN, AS ADMINISTRATOR OF THE ESTATE OF EXUM C. WARREN

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<th>Description</th>
<th>Amount</th>
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<td>Taxes</td>
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<td>Certified Mail Fees</td>
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<tr>
<td>Repairs</td>
<td>OPEN</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>OPEN</td>
</tr>
</tbody>
</table>

**TOTAL** $14,335.80

Monies Received: $14,335.80

**RESOLUTION AMOUNT** $14,335.80

APPROVED: [Signature]

PREPARED BY: [Signature]
P. Belyea
Redemption Unit
(631) 853-5932

Accounting [Signature] 7/21/2016
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
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<th>YEAR</th>
<th>AMOUNT</th>
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TOTAL: $9,322.33

B. INTEREST DUE

C. TOTAL

D. 5% LINE C

SUBTOTAL

E. FEE

F. MISC  MAILING FEES

G. MISC  2015/16 TAXES

H. MISC

TOTAL AMOUNT DUE:

$14,335.80

CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

10-Mar-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to
and including 09/06/16**

ks
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution X

2. Title of Proposed Legislation
   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
   SUSANNE WARREN, AS ADMINISTRATOR OF THE ESTATE OF EXUM C. WARREN
   0100-054.00-03.00-020.000

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

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

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

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

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

8. Proposed Source of Funding
   N/A

9. Timing of Impact
   2016

10. Typed Name of Preparer
    Peter Belvrea
    Signature of Preparer
    Date
    7/21/16

    Date
    8/28/16
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<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVERAGE TAXPAYER</th>
<th>2016 AV TAX RATE PER $100</th>
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<td><strong>POLICE DISTRICT AND DISTRICT COURT</strong></td>
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<td>$0.00</td>
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</tr>
</tbody>
</table>

**NOTES:**

1) **SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION:** SUFFOLK COUNTY REAL PROPERTY, 2015.

2) **SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES:** SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.

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

Page 2 of 2

To be completed by the Executive Budget Office
August 15, 2016

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

Re: Tax Map No. 0100-054.00-03.00-020.000
SUSANNE WARREN, AS ADMINISTRATOR OF
THE ESTATE OF EXUM C. WARREN

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with
documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT

ESTATE OF GENEVA DUNBAR, BY PUBLIC ADMINISTRATOR OF QUEENS COUNTY, LOIS M. ROSENBLATT

(SCTM NO. 0302-003.00-08.00-007.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of East Hampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0302, Section 003.00, Block 08.00, Lot 007.000, and acquired by tax deed on September 08, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on September 10, 2015, in Liber 12831, at Page 652, and otherwise known and designated by the Town of East Hampton, as Lots 40, 41 and the Southwesterly one-half of Lot 39, on a certain map entitled "Map of Subdivision AZUREST, Section One", filed in the Office of the Clerk of Suffolk County on November 13, 1947 as Map No. 1585; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on September 08, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on September 10, 2015 in Liber 12831 at Page 652.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, ESTATE OF GENEVA DUNBAR, BY PUBLIC ADMINISTRATOR OF QUEENS COUNTY, LOIS M. ROSENBLATT has made application of said above described parcel and ESTATE OF GENEVA DUNBAR, BY PUBLIC ADMINISTRATOR OF QUEENS COUNTY, LOIS M. ROSENBLATT has paid the application fee and has paid $27,454.88, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

1st

RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further
RESOLVED, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to ESTATE OF GENEVA DUNBAR, BY PUBLIC ADMINISTRATOR OF QUEENS COUNTY, LOIS M. ROSENBLATT, 88-11 Sutphin Blvd., Room 61, Jamaica, NY 11435, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: ____________________________

County Executive of Suffolk County

Date of Approval: ________________________
August 04, 2016

Tax Map No.: 0302-003.00-08.00-007.000
Name of Last Legal Fee Owner: ESTATE OF GENEVA DUNBAR, BY PUBLIC ADMINISTRATOR OF QUEENS COUNTY, LOIS M. ROSENBLATT

TREASURER'S COMPUTATION.................................................. $24,365.90

Taxes.........2015/2016......................................................... $3,073.32

Certified Mail Fees.............................................................. $15.66

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

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

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

TOTAL................................................................. $27,454.88

Monies Received............................................................. $27,454.88

RESOLUTION AMOUNT...................................................... $27,454.88

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

PREPARED BY:.................................................................................
PETER BELEYA
Redemption Unit
(631) 853-5932

Accounting
PB-IAG

Date: 08/12/2016
### A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

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<th>Year</th>
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**TOTAL:** $22,343.47

### B. INTEREST DUE

### C. TOTAL

### D. 5% LINE C

### SUBTOTAL

### E. FEE 0

### F. MISC MAILING FEES

### G. MISC 2015/16 TAXES

### H. MISC

**TOTAL AMOUNT DUE**

$27,454.88

---

**CERTIFICATION BY COUNTY COMPTROLLER**

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

10-Mar-16

**Interest and penalty computed to and including 09/06/16**

ks
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution  X

2. Title of Proposed Legislation
   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
   ESTATE OF GENEVA DUNBAR, BY PUBLIC ADMINISTRATOR OF QUEENS COUNTY,
   LOIS M. ROSENBLATT
   0302-003.00-08.00-007.000

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

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

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

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

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

8. Proposed Source of Funding
   N/A

9. Timing of Impact
   2016

10. Typed Name of Preparer  Signature of Preparer  Date
    Peter Belveya  [Signature]  8/4/16

[Signature]  5/24/16
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<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
<th>2016 AV TAX RATE PER $100</th>
<th>2016 FV TAX RATE PER $1000</th>
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<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
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<th>2016 COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
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<td>TOTAL</td>
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<td></td>
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</tr>
</tbody>
</table>

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

Page 2 of 2

To be completed by the Executive Budget Office
August 15, 2016

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

Re: Tax Map No. 0302-003.00-08.00-007.000
ESTATE OF GENEVA DUNBAR, BY PUBLIC ADMINISTRATOR OF
QUEENS COUNTY, LOIS M. ROSENBLATT

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
IRENE ANDERSON, GERALDINE DARBY AND GEORGIA DURINGTON, AS SUCCESSORS AND HEIRS OF THE ESTATE OF JULIA S. KING A/K/A JULIA KLEIN
(SCTM NO. 0300-180.00-01.00-011.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of East Hampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0300, Section 180.00, Block 01.00, Lot 011.000, and acquired by tax deed on August 02, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 06, 2013, in Liber 12739, at Page 254, and otherwise known and designated by the Town of East Hampton, as District 0300, Section 180.00, Block 01.00, Lot 011.000; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on August 02, 2013, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on August 06, 2013 in Liber 12739 at Page 254.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, IRENE ANDERSON, GERALDINE DARBY AND GEORGIA DURINGTON, AS SUCCESSORS AND HEIRS OF THE ESTATE OF JULIA S. KING A/K/A JULIA KLEIN have made application of said above described parcel and IRENE ANDERSON, GERALDINE DARBY AND GEORGIA DURINGTON, AS SUCCESSORS AND HEIRS OF THE ESTATE OF JULIA S. KING A/K/A JULIA KLEIN have paid the application fee and has paid $1,383.13, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

1st. RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further
RESOLVED, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to IRENE ANDERSON, GERALDINE DARBY AND GEORGIA DURINGTON, AS SUCCESSORS AND HEIRS OF THE ESTATE OF JULIA S. KING A/K/A JULIA KLEIN, 2370 Glen Eagles Drive, Reno NV 89523, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: ____________________________
County Executive of Suffolk County

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

August 12, 2016  

Tax Map No.: 0300-180.00-01.00-011.000  
Name of Last Legal Fee Owner: IRENE ANDERSON, GERALDINE DARBY AND GEORGIA DURINGTON, AS SUCCESSORS AND HEIRS OF THE ESTATE OF JULIA S. KING A/K/A JULIA KLEIN  

TREASURER’S COMPUTATION ........................................ $1,286.17  
Taxes ............ 2015/2016 ........................................ $82.40  
Certified Mail Fees .................................................. $14.56  
License Fee Collected .............................................. OPEN  
Repairs ................................................................. OPEN  
Other Expenses ....................................................... OPEN  

TOTAL ................................................................. $1,383.13  
Monies Received ..................................................... $1,383.13  

RESOLUTION AMOUNT ........................................... $1,383.13  

APPROVED:  

PREPARED BY:  

Peter Belyea  
Redemption Unit  
(631)853-5932  

Accounting  
PBlag
<table>
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</table>

TOTAL: $1,038.38

B. INTEREST DUE

<p>| | |</p>
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<tr>
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<p>| | |</p>
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<tr>
<td>E. FEE</td>
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<tr>
<td>F. MISC</td>
<td>MAILING FEES</td>
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<tr>
<td>G. MISC</td>
<td>2015/16 TAXES</td>
</tr>
<tr>
<td>H. MISC</td>
<td>$0</td>
</tr>
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</table>

TOTAL AMOUNT DUE: $1,286.17

CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.
12-Aug-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 11/09/16**
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution X

2. Title of Proposed Legislation
   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
   IRENE ANDERSON, GERALDINE DARBY AND GEORGIA DURINGTON, AS SUCCESSORS AND HEIRS OF THE ESTATE OF JULIA S. KING A/K/A JULIA KLEIN
   0300-180.00-01.00-011.000

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

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

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

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

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

8. Proposed Source of Funding
   N/A

9. Timing of Impact
   2016

10. Typed Name of Preparer
    Peter Belvea

    Signature of Preparer

    Date
    8/12/16
    8/25/16
# 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 AV TAX RATE PER $100</th>
<th>2016 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
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### POLICE DISTRICT AND DISTRICT COURT

<table>
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<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
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### COMBINED

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<th>2015 AV TAX RATE PER $100</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
August 15, 2016

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

Re: Tax Map No. 0300-180 00-01.00-011.000
IRENE ANDERSON, GERALDINE DARBY AND GEORGIA DURINGTON, AS SUCCESSORS AND HEIRS OF THE ESTATE OF JULIA S. KING A/K/A JULIA KLEIN

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Ron Holik for
Wayne R. Thompson
Real Property Management Supervisor

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
JILL M. SPILLETT, AS ADMINISTRATOR OF THE ESTATE OF LILLIAN MCMAHON
(SCTM NO. 0200-403.00-08.00-187.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 403.00, Block 08.00, Lot 187.000, and acquired by tax deed on November 24, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 25, 2014, in Liber 12797, at Page 581, and otherwise known and designated by the Town of Brookhaven, as Unit No. 302-U as shown on the map entitled "Fairview at Artist Lake, Condominium 1", recorded in the Office of the Suffolk County Clerk on September 15, 1986 in Liber 10125 page 88", as Condominium Map No. 143; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on November 24, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 25, 2014 in Liber 12797 at Page 581.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, JILL M. SPILLETT, AS ADMINISTRATOR OF THE ESTATE OF LILLIAN MCMAHON has made application of said above described parcel and JILL M. SPILLETT, AS ADMINISTRATOR OF THE ESTATE OF LILLIAN MCMAHON has paid the application fee and will be paying $16,635.68, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

1st RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further
RESOLVED, that the Director of Real Estate, and/or his/her designee, be and
he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to JILL M. SPILLET,  
AS ADMINISTRATOR OF THE ESTATE OF LILLIAN MCMAHON, 4 Gerard Road, Yaphank, NY  
11980, to transfer the interest of Suffolk County in the above described property and on the above  
described terms.

DATED:  

APPROVED BY:  

County Executive of Suffolk County  

Date of Approval:  

Tax Map No.: 0200-403.00-08.00-187.000  
Name of Last Legal Fee Owner: JILL M. SPILLET, AS ADMINISTRATOR OF THE ESTATE OF LILLIAN MCMAHON

TREASURER’S COMPUTATION...........................................$13,558.56
Taxes.........................................................2015/2016$3,040.97
Certified Mail Fees................................................$36.15
License Fee Collected..............................................OPEN
Repairs.............................................................OPEN
Other Expenses.....................................................OPEN

TOTAL..............................................................$16,635.68
Monies to be received .............................................$16,635.68

RESOLUTION AMOUNT..............................................$16,635.68

APPROVED:

PREPARED BY:

Peter Belyea  
Redemption Unit  
(631)853-5932

Accounting  
P8/tag

[Signature]
8/31/2016
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

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<td>$</td>
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<td>0</td>
<td>$</td>
</tr>
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</table>

TOTAL: $11,782.00

B. INTEREST DUE: $1,130.91
C. TOTAL: $12,912.91
D. 5% LINE C: $645.65
E. FEE: $0
F. MISC: Certified Mailing Fees: $36.15
G. MISC: 2016 Town Taxes: $3,040.97
H. MISC: $0

TOTAL AMOUNT DUE: $16,635.68

CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.
13-Jun-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 08/21/16**
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution X

2. Title of Proposed Legislation
   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under
   Section 46 of the Suffolk County Tax Act
   JILL M. SPILLET, AS ADMINISTRATOR OF THE ESTATE OF LILLIAN MCMAHON
   0200-403.00-08.00-187.000

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

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

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

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

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

8. Proposed Source of Funding
   N/A

9. Timing of Impact
   2016

10. Typed Name of Preparer
    Peter Belyea

    Signature of Preparer
    Date
    8/8/16
    8/26/16
## GENERAL FUND

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## POLICE DISTRICT AND DISTRICT COURT

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<th>2015 AV TAX RATE PER $100</th>
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## COMBINED

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</tr>
</tbody>
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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
0200-403-08-187
89 Fairview Circle
Middle Island
2nd Floor Unit.
August 15, 2016

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

Re: Tax Map No. 0200-403.00-08.00-187.000
JILL M. SPILETT, AS ADMINISTRATOR OF THE ESTATE OF LILLIAN MCMAHON

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

[Signature]

Jason Smagin
Acting Director of Real Estate
Suffolk County Department of Economic Development and Planning

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
GOALS & BENEFITS, INC.
(SCTM NO. 0900-295.00-01.00-010.009, 0900-295.00-01.00-010.019 & 0900-295.00-01.00-010.022)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Southampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0900, Section 295.00, Block 01.00, Lot 010.009, District 0900, Section 295.00, Block 01.00, Lot 010.019 and District 0900, Section 295.00, Block 01.00, Lot 010.022, and acquired by tax deed on October 13, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on October 16, 2015, in Liber 12836, at Page 799, and otherwise known and designated by the Town of Southampton, as Lots 1, 11 and 14, on a certain map entitled “Final Plat Subdivision Map of Fortune”, filed in the Office of the Clerk of Suffolk County on September 29, 2004 as Map No. 11164; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on October 13, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on October 16, 2015 in Liber 12836 at Page 799.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, GOALS & BENEFITS, INC. has made application of said above described parcel and GOALS & BENEFITS, INC. has paid the application fee and has paid $39,821.23, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further
2nd RESOLVED, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to GOALS & BENEFITS, INC., c/o Anthony Conforti, Esq., 250 North Sea Road, Southampton, New York 11968, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____________________________

County Executive of Suffolk County

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

August 12, 2016

Tax Map No.: 0900-295.00-01.00-010.009

Name of Last Legal Fee Owner: GOALS & BENEFITS, INC.

TREASURER'S COMPUTATION: $8,041.60

Taxes: 2015/2016: $2,024.58

Certified Mail Fees: $22.39

License Fee Collected: OPEN

Repairs: OPEN

Other Expenses: OPEN

TOTAL: $10,088.57

Monies Received: $10,088.57

RESOLUTION AMOUNT: $10,088.57

APPROVED:

[Signature]

PREPARED BY:

[Signature] Peter Belyea
Redemption Unit
(631) 853-5932

Accounting
PIT tag

[Signature] 8/15/2016
### A. Principal Amount Due on All Unpaid Taxes:

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**TOTAL: $7,233.65**

### B. Interest Due

**TOTAL: $425.01**

### C. Total

**$7,658.66**

### D. 5% Line C

**$382.93**

### Subtotal

**$8,041.60**

### E. Fee

**$0**

### F. Misc Mailing Fees

**$22.39**

### G. Misc 2015/16 Taxes

**$2,024.58**

### H. Misc

**$0**

**TOTAL AMOUNT DUE:**

**$10,088.57**

---

**CERTIFICATION BY COUNTY COMPTROLLER**

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

13-Apr-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 10/10/16**
Tax Map No.: 0900-295.00-01.00-010.019

Name of Last Legal Fee Owner: GOALS & BENEFITS, INC.

TREASURER'S COMPUTATION: $12,379.49
Taxes: 2015/2016: $3,005.26
Certified Mail Fees: $22.39
License Fee Collected: OPEN
Repairs: OPEN
Other Expenses: OPEN

TOTAL: $15,407.14

Monies Received: $15,407.14

RESOLUTION AMOUNT: $15,407.14 (3 8/21/2016)

APPROVED:

[Signature]
Accounting
PB leg

PREPARED BY:

[Signature]
Peter Belyea
Redemption Unit
(631) 853-5932

August 12, 2016
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
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<th>YEAR</th>
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TOTAL: $11,135.41

B. INTEREST DUE

C. TOTAL

D. 5% LINE C

SUBTOTAL

E. FEE 0

F. MISC MAILING FEES

G. MISC 2015/16 TAXES

H. MISC 0

TOTAL AMOUNT DUE:

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CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.
13-Apr-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 10/10/16**

ks
Tax Map No.: 0900-295.00-01.00-010.022

Name of Last Legal Fee Owner: GOALS & BENEFITS, INC.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TREASURER'S COMPUTATION</td>
<td>$11,509.73</td>
</tr>
<tr>
<td>Taxes 2015/2016</td>
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</tr>
<tr>
<td>Certified Mail Fees</td>
<td>$22.39</td>
</tr>
<tr>
<td>License Fee Collected</td>
<td>OPEN</td>
</tr>
<tr>
<td>Repairs</td>
<td>OPEN</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>OPEN</td>
</tr>
</tbody>
</table>

TOTAL: $14,325.52

Monies Received: $14,325.52

RESOLUTION AMOUNT: $14,325.52

PREPARED BY:
Peter Belyea
Redemption Unit
(631) 853-5932

APPROVED:

[Signature]
8/16/16

Accounting
PB leg
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>2013</td>
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<tr>
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<tr>
<td>2022</td>
<td>$0</td>
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TOTAL: $10,353.06

B. INTEREST DUE

C. TOTAL

D. 5% LINE C

SUBTOTAL

E. FEE 0
F. MISC MAILING FEES
G. MISC 2015/16 TAXES
H. MISC 0

TOTAL AMOUNT DUE:

$14,325.52

CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

13-Apr-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 10/10/16**
1. Type of Legislation

Resolution X

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act

GOALS & BENEFITS, INC.
0900-295.00-01.00-010.009
0900-295.00-01.00-010.019
0900-295.00-01.00-010.022

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

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

County Town Economic Impact

Village School District Other (Specify):

Library District Fire District

6. If the answer to Item 4 is “yes”, provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2016

10. Typed Name of Preparer Signature of Preparer Date

Peter Belleya

8/17/16

8/27/14
## FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
<th>2016 AV TAX RATE PER $100</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></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>2016 COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2016 FV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
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### COMBINED

<table>
<thead>
<tr>
<th></th>
<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</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></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
August 15, 2016

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

Re: Tax Map No. 0900-295.00-01.00-010.009
    0900-295.00-01.00-010.019
    0900-295.00-01.00-010.022
GOALS & BENEFITS, INC.

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

[Signature]

Ron Holik for
Wayne R. Thompson
Real Property Management Supervisor

RH:PB:tag

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT,
JOHN CRISCIONE AND RYAN MCGROARY, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
(SCTM NO. 0204-004.00-04.00-026.002)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0204, Section 004.00, Block 04.00, Lot 026.002, and acquired by tax deed on February 24, 2015, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on February 26, 2015, in Liber 12808, at Page 227, and otherwise known and designated by the Town of Brookhaven, as District 0204, Section 004.00, Block 04.00, Lot 026.002; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on February 24, 2015, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on February 26, 2015 in Liber 12808 at Page 227.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, JOHN CRISCIONE AND RYAN MCGROARY, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP have made application of said above described parcel and JOHN CRISCIONE AND RYAN MCGROARY, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP have paid the application fee and have paid $16,348.33, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

1st RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further
2nd RESOLVED, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to JOHN CRISCIONE AND RYAN MCCROARY, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP, 21 W. 6th Street, Patchogue, NY 11772, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: ________________________________

County Executive of Suffolk County

Date of Approval: ___________________________
August 05, 2016

Tax Map No.: 0204-004.00-04.00-026.002
Name of Last Legal Fee Owner: JOHN CRISCIONE AND RYAN MCGROARY, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

TREASURER'S COMPUTATION.................................. $13,497.12
Taxes...............................................2015/2016.............$2,830.08
Certified Mail Fees...........................................$21.13
License Fee Collected......................................OPEN
Repairs..........................................................OPEN
Other Expenses...............................................OPEN

TOTAL.........................................................$16,348.33

Monies Received...............................................$16,348.33

RESOLUTION AMOUNT...........................................$16,348.33

APPROVED:

[Signature]

3/5/2016

PREPARED BY:

[Signature]

Peter Belyea
Redemption Unit
(631)853-5932

Accounting
PB lag
### A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
<thead>
<tr>
<th>Year</th>
<th>Village</th>
<th>Town</th>
<th>Combined</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009/10</td>
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</tr>
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<td>0</td>
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</tr>
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</table>

**TOTAL:** $12,634.23

### B. INTEREST DUE

C. TOTAL $220.17

D. 5% LINE C

**SUBTOTAL** $12,854.40

### E. FEE

F. MISC Mailing Fees: $642.72

G. MISC 2015/16 Taxes $2,830.08

H. MISC

**TOTAL AMOUNT DUE** $16,348.33

---

**CERTIFICATION BY COUNTY COMPTROLLER**

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

11-Feb-16

Douglas W. Sutherland  
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 08/09/16**
1. Type of Legislation
   Resolution X

2. Title of Proposed Legislation
   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
   JOHN CRISCIONE AND RYAN MCGROARY, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP
   0204-004.00-04.00-026.002

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

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

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

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

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

8. Proposed Source of Funding
   N/A

9. Timing of Impact
   2016

10. Typed Name of Preparer
    Peter Belyea

    Signature of Preparer
    Date
    8/5/16
    8/24/16
**FINANCIAL IMPACT**
**2016 PROPERTY TAX LEVY**
**COST TO THE AVERAGE TAXPAYER**

### GENERAL FUND

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<tr>
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<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2016 FV TAX RATE PER $1000</th>
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<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
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### POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
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<th>2015 AV TAX RATE PER $100</th>
<th>2016 FV TAX RATE PER $1000</th>
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<td></td>
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### COMBINED

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<th>2015 AV TAX RATE PER $100</th>
<th>2016 FV TAX RATE PER $1000</th>
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<tr>
<td>TOTAL</td>
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<td>$0.00</td>
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</tbody>
</table>

**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 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
August 15, 2016

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

Re: Tax Map No. 0204-004.00-04.00-026.002
JOHN CRISCIONE AND RYAN MCGROARY, AS JOINT TENANTS WITH RIGHTS
OF SURVIVORSHIP

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with
documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
JOSEPH GIORDANO
(SCTM NO. 0204-019.00-04.00-050.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0204, Section 019.00, Block 04.00, Lot 050.000, and acquired by tax deed on November 10, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 20, 2014, in Liber 12796, at Page 898, and otherwise known and designated by the Town of Brookhaven, as District 0204, Section 019.00, Block 04.00, Lot 050.000; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on November 10, 2014, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 20, 2014 in Liber 12796 at Page 898.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, JOSEPH GIORDANO has made application of said above described parcel and JOSEPH GIORDANO has paid the application fee and has paid $74,799.37, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

1st RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further
2nd RESOLVED, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to JOSEPH GIORDANO, 6 Teak Court, Apt. 1, Lake Grove, NY 11755, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: ________________________________
County Executive of Suffolk County

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

August 04, 2016

Tax Map No.: 0204-019.00-04.00-050.000
Name of Last Legal Fee Owner: JOSEPH GIORDANO

TREASURER'S COMPUTATION ........................................... $70,150.00 *
Taxes ....... 2015/2016 ........................................... $4,631.04 *
Certified Mail Fees ........................................... $18.33
License Fee Collected ........................................... OPEN
Repairs ........................................... OPEN
Other Expenses ........................................... OPEN

TOTAL ........................................... $74,799.37 *

Monies Received ........................................... $74,799.37

RESOLUTION AMOUNT ........................................... $74,799.37 *

APPROVED:

[Signature]

Accounting

PREPARED BY:

[Signature]

Peter Belyea
Redemption Unit
(631)853-5932
### A. Principal Amount Due on All Unpaid Taxes:

<table>
<thead>
<tr>
<th>Year</th>
<th>Village</th>
<th>Town</th>
<th>Combined</th>
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<tbody>
<tr>
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<td>2009</td>
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<td>2010</td>
<td>$2,716.85</td>
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<td>2011</td>
<td>$2,681.96</td>
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<td>2014</td>
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<tr>
<td>2015</td>
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<td>$5,832.12</td>
<td>7,827.61</td>
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</tbody>
</table>

**TOTAL:** $62,720.36

### B. Interest Due

### C. Total

### D. 5% Line C

### Subtotal

### E. Fee

### F. Misc

Certified Mailing Fees

### G. Misc

2016 Property Taxes

### H. Misc

### Total Amount Due

**TOTAL:** $74,799.37

---

**Certification by County Comptroller**

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

03-Feb-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 08/01/16**
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
Resolution X

2. Title of Proposed Legislation
Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
JOSEPH GIORDANO
0204-019.00-04.00-050.000

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

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

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

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

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

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

8. Proposed Source of Funding
N/A

9. Timing of Impact
2016

10. Typed Name of Preparer
Peter Belveya

Signature of Preparer
Date
8/4/16
8/25/16
August 15, 2016

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

Re:      Tax Map No. 0204-019.00-04.00-050.000
         JOSEPH GIORDANO

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc:    CE Reso Review (e-copy)
RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT RUPRAJ REALTY, LLC (SCTM NO. 0200-441.00-03.00-019.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 441.00, Block 03.00, Lot 019.000, and acquired by tax deed on February 10, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 16, 2016, in Liber 12852, at Page 677, and otherwise known and designated by the Town of Brookhaven, as Lots 21, 23 and Easterly half of Lot 25, Block 9, on a certain map entitled “Map of Ronkonkoma Park”, filed in the Office of the Clerk of Suffolk County as Map No. 357; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on February 10, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 16, 2016 in Liber 12852 at Page 677.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, RUPRAJ REALTY, LLC has made application of said above described parcel and RUPRAJ REALTY, LLC has paid the application fee and has paid $1,047.11, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further
2nd RESOLVED, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to RUPRAJ REALTY, LLC, 166 Old Field Road, Setauket, NY 11733, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: ________________________________

County Executive of Suffolk County

Date of Approval: ________________________________
August 3, 2016

Tax Map No.: 0200-441.00-03.00-019.000
Name of Last Legal Fee Owner: RUPRAJ REALTY, LLC

TREASURER’S COMPUTATION .................. $846.65
Taxes ............................................. $185.90
Certified Mail Fees ............................ $14.56
License Fee Collected ...................... OPEN
Repairs ........................................... OPEN
Other Expenses ............................... OPEN

TOTAL ............................................ $1,047.11 ✓

Monies Received .............................. $1,047.11

RESOLUTION AMOUNT ..................... $1,047.11 ✓

APPROVED:

[Signature]
Accounting
PB lag

PREPARED BY:
PETER BELYEA
Redemption Unit
(631)853-5932
### A. Principal Amount Due on All Unpaid Taxes:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
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<tr>
<td>2014</td>
<td>$264.66</td>
</tr>
<tr>
<td>2015</td>
<td>$245.80</td>
</tr>
</tbody>
</table>

**TOTAL:** $793.50

### B. Interest Due

$37.83

### C. Total

$806.33

### D. 5% Line C

$40.32

### E. Subtotal

$846.65

### F. Fee

$0

### G. Misc

MAILING FEES $14.56

2015/16 TAXES $185.90

### H. Misc

$0

**TOTAL AMOUNT DUE:**

$1,047.11

---

**CERTIFICATION BY COUNTY COMPTROLLER**

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

23-Jun-16

Douglas W. Sutherland  
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 12/14/18**

ks
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution  X

2. Title of Proposed Legislation
   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under
   Section 46 of the Suffolk County Tax Act
   RUPRAJ REALTY, LLC
   0200-441.00-03.00-019.000

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

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

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

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

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

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

8. Proposed Source of Funding
   N/A

9. Timing of Impact
   2016

10. Typed Name & Title of Preparer  Signature of Preparer  Date
    Peter Belveya  
    8/18/16
    8/23/16
### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
<th>2016 AV TAX RATE PER $100</th>
<th>2016 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>
<thead>
<tr>
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<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2016 FV TAX RATE PER $1000</th>
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### COMBINED

<table>
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<td>TOTAL</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
August 15, 2016

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

Re: Tax Map No. 0200-441.00-03.00-019.000
RUPRAJ REALTY, LLC

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO.  AUTHORIZING THE SALE, 
PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL 
PROPERTY ACQUIRED UNDER SECTION 46 OF THE 
SUFFOLK COUNTY TAX ACT 
SAMPSON ESTATES 
(SCTM NO. 0209-002.00-01.00-024.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0209, Section 002.00, Block 01.00, Lot 024.000, and acquired by tax deed on February 10, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 16, 2016, in Liber 12852, at Page 677, and otherwise known and designated by the Town of Brookhaven, as Lot No. 3447, on a certain map entitled "Map of Mastic Acres, Unit 6", filed in the Office of the Clerk of Suffolk County on April 5, 1940 as Map No. 1478; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on February 10, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 16, 2016 in Liber 12852 at Page 677.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, SAMPSON ESTATES has made application of said above described parcel and SAMPSON ESTATES has paid the application fee and has paid $3,255.83, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

1st

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


2nd RESOLVED, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to SAMPSON ESTATES, 1155 Montauk Highway, East Patchogue, NY 11772, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: ____________________________
   County Executive of Suffolk County

Date of Approval: ____________________________
August 2, 2016

Tax Map No.: 0209-002.00-01.00-024.000
Name of Last Legal Fee Owner: SAMPSON ESTATES

TREASURER’S COMPUTATION $2,630.31

Taxes 2015/2016 $595.30

Certified Mail Fees $30.22

License Fee Collected OPEN

Repairs OPEN

Other Expenses OPEN

TOTAL $3,255.83

Monies Received $3,255.83

RESOLUTION AMOUNT $3,255.83

APPROVED:

PREPARED BY:

[Signature]

Peter Belyea
Redemption Unit
(631)853-5932

Accounting

[Signature] 8/15/2016
## A. Principal Amount Due on All Unpaid Taxes:

<table>
<thead>
<tr>
<th>Year</th>
<th>Village</th>
<th>Town</th>
<th>Combined</th>
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<tbody>
<tr>
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<tr>
<td><strong>TOTAL:</strong></td>
<td>$2,381.29</td>
<td></td>
<td></td>
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</tbody>
</table>

## B. Interest Due

| C. TOTAL | $123.76   |
| D. 5% Line C | $2,505.05 |
| E. TOTAL | $2,630.31 |

## FEE

| E. Fee  | $0 Malting Fees |
| F. Misc | $595.30 2015/16 Taxes |

**Total Amount Due**

| **Total Amount Due** | $3,255.83 |

## Certification by County Comptroller

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.

21-Jul-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 01/17/17**
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution X

2. Title of Proposed Legislation
   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
   SAMPSON ESTATES
   0209-002.00-01.00-024.000

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

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

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

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

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

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

8. Proposed Source of Funding
   N/A

9. Timing of Impact
   2016

10. Typed Name of Preparer
    Peter Belyea
    Signature of Preparer
    Date
    7/21/16

    8/21/16
### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2016 Property Tax Levy</th>
<th>2016 Cost to Avg Taxpayer</th>
<th>2016 AV Tax Rate Per $100</th>
<th>2016 FV Tax Rate Per $1000</th>
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</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
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### POLICE DISTRICT AND DISTRICT COURT

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### COMBINED

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<th>2016 Property Tax Levy</th>
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<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></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**NOTES:**

1) **SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION:** SUFFOLK COUNTY REAL PROPERTY, 2015.

2) **SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES:** SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2015-2016.

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

Page 2 of 2

To be completed by the Executive Budget Office
August 15, 2016

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

Re: Tax Map No. 0209-002.00-01.00-024.000
SAMPSON ESTATES

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:tag
Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT

VIRGINIA P. VIETTE
(SCTM NO. 0400-061.00-03.00-009.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Huntington, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0400, Section 061.00, Block 03.00, Lot 009.000, and acquired by tax deed on August 31, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on September 01, 2015, in Liber 12830, at Page 452, and otherwise known and designated by the Town of Huntington, as Lot No. 10, on a certain map entitled "Map of Northport Woods", filed in the Office of the Clerk of Suffolk County on November 12, 1969 as Map No. 5383; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on August 31, 2015, from Barry S. Paul, the County Treasurer of Suffolk County, New York, and recorded on September 01, 2015 in Liber 12830 at Page 452.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, VIRGINIA P. VIETTE has made application of said above described parcel and VIRGINIA P. VIETTE has paid the application fee and has paid $129,524.89, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

1st RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R.: Section 617.5(a)(1); and be it further
RESOLVED, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to VIRGINIA P. VIETTE, 5 Mountain View Court, Northport, NY 11768, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: __________________________
County Executive of Suffolk County

Date of Approval: ______________________
Tax Map No.: 0400-061.00-03.00-009.000
Name of Last Legal Fee Owner: VIRGINIA P. VIETTE

TREASURER'S COMPUTATION ........................................ $113,009.78
Taxes........2015/2016............................................... $16,500.55
Certified Mail Fees.................................................. $14.56
License Fee Collected .............................................. OPEN
Repairs................................................................. OPEN
Other Expenses...................................................... OPEN

TOTAL................................................................. $129,524.89

Monies Received................................................... $129,524.89

RESOLUTION AMOUNT ............................................... $129,524.89

APPROVED:

Lori Sklar
Redemption Unit
(631)853-5937

PREPARED BY:

[Signature]

Accounting
LS Tag
COMPUTATION BY SUFFOLK COUNTY COMPTROLLER

DISTRICT 0400
ITEM #: 0
SECTION 061.00
BLOCK 03.00
LOT 009.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

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</tbody>
</table>

TOTAL: $101,608.89

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

E. FEE 0
F. MISC MAILING FEES
G. MISC 2015/16 TAXES
H. MISC 0

TOTAL AMOUNT DUE: $129,524.89

CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.
29-Feb-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to and including 08/27/16**
1. Type of Legislation
   Resolution X

2. Title of Proposed Legislation
   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
   VIRGINIA P. VIETTE
   0400-061.00-03.00-009.000

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

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

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

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

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

8. Proposed Source of Funding
   N/A

9. Timing of Impact
   2016

10. Typed Name & Title of Preparer
    Lori Sklar
    Signature of Preparer
    Date
    Signature
    8/5/16
    8/21/16
### GENERAL FUND

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<th>2018 PROPERTY TAX LEVY</th>
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### POLICE DISTRICT AND DISTRICT COURT

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<th>2015 AV TAX RATE PER $100</th>
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### COMBINED

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<th>2015 AV TAX RATE PER $100</th>
<th>2016 FV TAX RATE PER $1000</th>
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</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
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</tr>
</tbody>
</table>

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

Page 2 of 2

To be completed by the Executive Budget Office
August 15, 2016

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

Re: Tax Map No. 0400-061.00-03.00-009.000
   VIRGINIA P. VIETTE

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with
documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB.1ag

Attachment

cc: CE Reso Review (e-copy)
Introduction to Resolution No. 1804-16 Laid on Table 9/7/16

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO.  AUTHORIZING THE SALE,
PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL
PROPERTY ACQUIRED UNDER SECTION 46 OF THE
SUFFOLK COUNTY TAX ACT
WILLIAM M. BOYLE AND GERALDINE A. BOYLE, HIS WIFE
(SCTM NO. 0200-241.20-01.00-019.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 241.20, Block 01.00, Lot 019.000, and acquired by tax deed on February 01, 2016, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 16, 2016, in Liber 12852, at Page 677, and otherwise known and designated by the Town of Brookhaven, as Lot No. 191, on a certain map entitled “Map of Leisure Knoll, Section Two”, filed in the Office of the Clerk of Suffolk County on April 17, 1974 as Map No. 6084; and

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

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, ASTORIA BANK has made application of said above described parcel and ASTORIA BANK has paid the application fee and has paid $30,406.65, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2016; now, therefore be it

1st

RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further
RESOLVED, that the Director of Real Estate, and/or his/her designee, be and he/she hereby is authorized to execute and acknowledge a Quitclaim Deed to WILLIAM M. BOYLE AND GERALDINE A. BOYLE, HIS WIFE, c/o 211 Station Road, Mineola NY 11501, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: __________________________
County Executive of Suffolk County

Date of Approval: ___________________
Tax Map No.: 0200-241.20-01.00-019.000
Name of Last Legal Fee Owner: WILLIAM M. BOYLE AND GERALDINE A. BOYLE, HIS WIFE

TREASURER'S COMPUTATION $27,735.37
Taxes 2015/2016 $2,656.72
Certified Mail Fees $14.56
License Fee Collected OPEN
Repairs OPEN
Other Expenses OPEN

TOTAL $30,406.65

Monies Received $30,406.65

RESOLUTION AMOUNT $30,406.65

APPROVED:

PREPARED BY:

Peter Belyea
Redemption Unit
(631)853-5932

Accounting
7/31/2016
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

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</tbody>
</table>

TOTAL: $25,136.86

B. INTEREST DUE $1,277.77
C. TOTAL $26,414.63
D. 5% LINE C $1,320.73

SUBTOTAL $27,735.37

E. FEE 0
F. MISC MAILING FEES $14.56
G. MISC 2015/16 TAXES $2,656.72
H. MISC 0

TOTAL AMOUNT DUE: $30,406.65

CERTIFICATION BY COUNTY COMPTROLLER

I, Douglas W. Sutherland, Executive Director of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.
24-Jun-16

Douglas W. Sutherland
Executive Director of Finance & Taxation

**Interest and penalty computed to
and including 12/21/16**
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution X

2. Title of Proposed Legislation
   Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
   WILLIAM M. BOYLE AND GERALDINE A. BOYLE, HIS WIFE
   0200-241.20-01.00-019.000

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

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

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

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

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

8. Proposed Source of Funding
   N/A

9. Timing of Impact
   2016

10. Typed Name & Title of Preparer
    Peter Belyea

    Signature of Preparer
    Date
    8/24/16
## GENERAL FUND

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<tr>
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<th>2016 Property Tax Levy</th>
<th>2016 Cost to Avg Taxpayer</th>
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## POLICE DISTRICT AND DISTRICT COURT

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<th>2016 Cost to Avg Taxpayer</th>
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## COMBINED

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<th>2016 Cost to Avg Taxpayer</th>
<th>2015 AV Tax Rate Per $100</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.

Page 2 of 2

To be completed by the Executive Budget Office
COUNTY OF SUFFOLK
OFFICE OF THE COUNTY EXECUTIVE
Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Theresa Ward
Acting Commissioner

Department of
Economic Development and Planning

August 15, 2016

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

Re: Tax Map No. 0200-241.20-01.00-019.000
WILLIAM M. BOYLE AND GERALDINE A. BOYLE, HIS WIFE

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

Attachment

cc: CE Reso Review (e-copy)
RESOLUTION NO. --2016, AUTHORIZING THE TRANSFER OF CERTAIN PROPERTIES FROM THE SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS TO THE SUFFOLK COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING, DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT (SCTM NO's. 0200-140.00-04.00-030.000; 0200-420.00-02.00-009.000; 0400-146.00-01.00-009.000; and 0600-084.00-04.00-039.000)

WHEREAS, the County of Suffolk is the owner in fee simple of a certain undeveloped and unused parcels of real property situated in the Towns of Brookhaven, Huntington, and Riverhead, Suffolk County, New York as more fully described in the map and description attached as "Exhibit 1", "Exhibit 2", "Exhibit 3" and "Exhibit 4"; and

WHEREAS, these undeveloped and unused parcels of real property are presently under the jurisdiction and control of the Suffolk County Department of Public Works; and

WHEREAS, this undeveloped and unused parcels of real property are surplus to the needs of the Suffolk County Department of Public Works; and

WHEREAS, the jurisdiction of said parcel should be transferred to the Suffolk County Department of Economic Planning, Division of Real Property Acquisition and Management; now, therefore, be it

1st RESOLVED, that the transfer of said undeveloped and unused parcels of real property from the Suffolk County Department of Public Works to the Suffolk County Department of Economic Development and Planning, Division of Real Property Acquisition and Management is a Type II action under the provisions of Title 6 NYCRR Part 617.5(c)(20), routine or continuing agency administration with no further environmental review; and be it further

2nd RESOLVED, that the Commissioner of the Suffolk County Department of Public Works, or his designee, be authorized to transfer the entire fee simple interest of the above described undeveloped and unused parcels of real property to the Suffolk County Department of Economic Development and Planning, Division of Real Property Acquisition and Management, 100 Veterans Memorial Highway, Hauppauge, New York, the; and be it further

3rd RESOLVED, that the parcels described herein as "Exhibit 1", "Exhibit 2", "Exhibit 3" and "Exhibit 4" are hereby removed from the Official Suffolk County Road System Map and the Commissioner of the Suffolk County Department of Public Works, or his designee, is hereby authorized and directed to take all necessary actions to prepare, execute, and file a revised Official Suffolk County Road System Map in the Office of the Suffolk County Clerk and with the Suffolk County Department of Public Works reflecting the removal of this parcel from the current Official Suffolk County Road System Map; and be it further

4th RESOLVED, that the Division of Real Property Acquisition and Management is hereby authorized, empowered and directed to determine how the property should be offered
for sale or lease in order to maximize the monetary return to the County and is authorized to offer the real property for sale and/or lease at the earliest time practicable.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
Suffolk County Legislature
William H. Rogers Legislature Building
Veterans Memorial Highway
Hauppauge, New York 11788

RE: Surplus Property at intersection of 25A/347 & former CR 111

TO: THE MEMBERS OF THE SUFFOLK COUNTY LEGISLATURE

The undersigned hereby advises that the following described parcel is property that is not needed for County Highway purposes, as shown on the accompany diagram labeled Exhibit A and described as follow:

TAX MAP NUMBER: 0200-140.00-04.00-030.000

All that certain piece or parcel of land situate, lying and being at Mount Sinai, in the Town of Brookhaven, County of Suffolk, and State of New York, being more particularly bound and described as follows:

Beginning at a point at the intersection of the division line between the subject parcel on the west and Olive Street, as shown on the “Map of Port Jefferson Square” filed in the office of the Suffolk County Clerk November 3, 1907 as Map No. 324, on the east;

Running thence along said division line S 19° 08’ 31” E a distance of 97.93 feet to a point;

Thence, southerly, along the easterly boundary of the former County Road 111 the following two (2) courses and distances:

1) S 68° 28’ 24” E a distance of 603.61 feet to a concrete monument;
2) Along the arc of a curve to the right having a radius of 1969.86 feet a distance of 816.44 feet to a point on the northerly boundary of Adams Street, as shown on the “Map of Highland Park Plat One” filed in the office of the Suffolk County Clerk, November 17, 1906 as Map No. 395.

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

335 YAPILANK AVENUE ■ YAPHANK, N.Y. 11980 ■ (631) 852-4010 FAX (631) 852-4150
Thence, S 63° 58' 13" W a distance of 326.26 feet to a point on the northerly boundary of Hancock Avenue;

Thence, along former westerly boundary of County Road CR 111 the following seven (7) courses and distances:

1) N 05° 18' 34" W a distance of 217.18 feet to a point;

2) N 10° 58' 26" E a distance of 33.94 feet to a point;

3) Along the arc of a curve to the left having a radius of 1849.86 feet a distance of 474.00 feet to a concrete monument;

4) N 68° 28' 24" W a distance of 632.83 feet to a point;

5) Along the arc of a curve to the left having a radius of 606.35 feet a distance of 252.29 feet to a point;

6) N 19° 08' 31" W a distance of 40.00 feet to a point on the existing southerly boundary of SR 25A Nesconset-Port Jefferson Road;

Thence, along said southerly boundary, N 69° 10' 06" E a distance of 320.10 feet to the place or point of beginning, being 225,249± square feet or 5.171± acres more or less.

The subject premises shall be conveyed subject to the following restrictive covenants that will run with the land so conveyed:

1) That the Grantee or any subsequent grantee shall not bill or charge back to the Grantor any cost incurred or projected to be incurred for the cleanup, removal, and disposal of all debris, waste, and/or contamination in or on the subject premises.

2) That the Grantee or any subsequent grantee shall be responsible for all maintenance, repair, and rehabilitation of the subject parcel, including but not limited to:

   a. Removal, maintenance, repair, and/or upgrading of the existing roadbed and driveways;

   b. Removal of all snow, water, waste and debris from the subject Premises;

   c. Any and all landscaping removal, replacement, maintenance, and upgrades; and the Grantee or any subsequent grantee warrants that it shall indemnify and hold the Grantor harmless for any liability arising from same.
Accepting also and reserving to any and all utilities, the right of access at all times for the update, maintenance and service of their facilities.

GILBERT ANDERSON, P.E.
For
Commissioner
Suffolk County Department of Public Works

Date: July 25, 2016

VK:WJC:FPF
Enclosure
Cc: Dennis Cohen, Chief Deputy County Executive
    Thomas Melito, Deputy County Executive
    Lisa Santeramo, Chief of Staff
Suffolk County Legislature
William H. Rogers Legislature Building
Veterans Memorial Highway
Hauppauge, New York 11788

RE: Surplus Property west side of Mark Tree Road opposite Kerry Court

TO: THE MEMBERS OF THE SUFFOLK COUNTY LEGISLATURE

The undersigned hereby advises that the following described parcel is property that is not needed for County Highway purposes, as shown on the map and described as follows:

TAX MAP NUMBERS: 0200-420.00-02.00-009.000

All that certain piece or parcel of land situate lying and being at Centereach, in the Town of Brookhaven, County of Suffolk, and State of New York, being lot 83 as shown on the “Map of Haven Hills Sec. 2” filed in the Suffolk County Clerk’s Office on January 15, 1973 as map 5851, said parcel being more particularly bound and described as follows:

Beginning at a point on the westerly boundary of Mark Tree Road at the division line between the subject parcel on the north and other lands of Suffolk County on the south;

Running thence along said division line N 83° 19' 40" W a distance of 116.76 feet to a point;

Thence, N 05° 13’ 00” E a distance of 14.03 feet to a point;

Thence, N 08° 35’ 00” E a distance of 97.22 feet to a point;

Thence, S 83° 19’ 40” E a distance of 105.43 feet to a point on the westerly boundary of the aforementioned Mark Tree Road;

Thence, along said boundary, S 02° 20’ 00” W a distance of 111.52 feet to the place or point of beginning, being 12,394± square feet or 0.284± acres.
The subject premises shall be conveyed subject to the following restrictive covenants that will run with the land so conveyed:

1) That the Grantee or any subsequent grantee shall not bill or charge back to the Grantor any cost incurred or projected to be incurred for the cleanup, removal, and disposal of all debris, waste, and/or contamination in or on the subject premises.

2) That the Grantee or any subsequent grantee shall be responsible for all maintenance, repair, and rehabilitation of the subject parcel, including but not limited to:

   a. Removal, maintenance, repair, and/or upgrading of the existing roadbed and driveways;

   b. Removal of all snow, water, waste and debris from the subject Premises;

   c. Any and all landscaping removal, replacement, maintenance, and upgrades; and the Grantee or any subsequent grantee warrants that it shall indemnify and hold the Grantor harmless for any liability arising from same.

Accepting also and reserving to any and all utilities, the right of access at all times for the update, maintenance and service of their facilities.

GILBERT ANDERSON, P.E.  
Commissioner  
Suffolk County Department of Public Works

Date: July 25, 2016

VK:WJC:FPF
Enclosure
Cc: Dennis Cohen, Chief Deputy County Executive  
    Thomas Melito, Deputy County Executive  
    Lisa Santeramo, Chief of Staff
Suffolk County Legislature
William H. Rogers Legislature Building
Veterans Memorial Highway
Hauppauge, New York 11788

RE: Surplus Property at SEC CR11 & NYS 110

TO: THE MEMBERS OF THE SUFFOLK COUNTY LEGISLATURE

The undersigned hereby advises that the following described parcel is property that is not needed for County Highway purposes, as shown on the Exhibit “A” and described as follows:

TAX MAP NUMBERS: 0400-146.00-01.00-009.000

All that certain piece or parcel of land situate lying and being at Huntington Station, in the Town of Huntington, County of Suffolk, and State of New York, being part of lot 12 and all of lot 13 as shown on the “Map of Huntington Manor” filed in the Suffolk County Clerk’s Office on November 21st, 1903 as map 494, said parcel being more particularly bound and described as follows:

Beginning at a point on the southerly boundary of CR11 Pulaski Road at the division line between the lands of Suffolk County to the west and the lands now or formerly of The Roman Catholic Church of St. Hughes to the East;

Running thence along said division line the following two courses and distances:

1) S 0° 53’ 20” E a distance of 65.00 feet;
2) S 7° 07’ 30” E a distance of 50.30 feet to the division line between the lands of the subject parcel to the north and other lands now or formerly of The Roman Catholic Church of St. Hughes to the south;

Thence, along said division line S 89° 06’ 30” W a distance of 105.46 feet to a point on the easterly boundary of NYS110 New York Ave;
Thence, along said boundary line N 0° 53’ 30” W a distance of 72.68 feet to a point;

Thence, through the lands of the subject parcel the following two courses and distances:

1) N 86° 59’ 49” W a distance of 31.29 feet;

2) N 5° 09’ 41” W a distance of 33.48 feet to a point on the southerly boundary of CR11 Pulaski Road;

Thence, along said southerly boundary, N 82° 52’ 30” E a distance of 71.65 feet to the place or point of beginning, being 10,115± square feet or 0.232± acres.

The subject premises shall be conveyed subject to the following restrictive covenants that will run with the land so conveyed:

1) That the Grantee or any subsequent grantee shall not bill or charge back to the Grantor any cost incurred or projected to be incurred for the cleanup, removal, and disposal of all debris, waste, and/or contamination in or on the subject premises.

2) That the Grantee or any subsequent grantee shall be responsible for all maintenance, repair, and rehabilitation of the subject parcel, including but not limited to:

   a. Removal, maintenance, repair, and/or upgrading of the existing roadbed and driveways;

   b. Removal of all snow, water, waste and debris from the subject Premises;

   c. Any and all landscaping removal, replacement, maintenance, and upgrades; and the Grantee or any subsequent grantee warrants that it shall indemnify and hold the Grantor harmless for any liability arising from same.

Accepting also and reserving to any and all utilities, the right of access at all times for the update, maintenance and service of their facilities.

GILBERT ANDERSON, P.E.
Commissioner
Suffolk County Department of Public Works

Date: July 25, 2016

VK:WJC:FPF
Enclosure
Cc: Dennis Cohen, Chief Deputy County Executive
    Thomas Melito, Deputy County Executive
    Lisa Santeramo, Chief of Staff
Suffolk County Legislature
William H. Rogers Legislature Building
Veterans Memorial Highway
Hauppauge, New York 11788

RE: Surplus Property at NWC CR58 & Doctors Path

TO: THE MEMBERS OF THE SUFFOLK COUNTY LEGISLATURE

The undersigned hereby advises that the following described parcel is property that is not needed for County Highway purposes, as shown on the accompanying map and described as follow:

TAX MAP NUMBERS: 0600-084.00-04.00-039.000

All that certain piece or parcel of land situate lying and being at Riverhead, in the Town of Riverhead, County of Suffolk, and State of New York, being more particularly bound and described as follows:

Beginning at a point on the northerly boundary of CR58 Old Country Road at the division between the lands of Peconic Plaza, LLC on the west and the lands of Suffolk County on the East. Said point being 83.49’ along the arc of a curve with a radius of 1,859.86’ from the northwest corner of the intersection of CR58 Old Country Road and Doctor’s Path;

Running thence along said division line the following three courses and distances:

1) N 8° 10’ 16” W a distance of 91.56 feet;
2) N 13° 07’ 36” E a distance of 29.15 feet;
3) N 55° 16’ 36” E a distance of 71.07 feet to a point at the division line between the lands of the subject parcel to the south and the lands of Alejandra & Anrezej Chludlinska to the north;

Thence, along said division line the following 3 courses and distances:
1) S 45° 30’ 18” E a distance of 99.73 feet to a point;
2) N 89° 54’ 05” E a distance of 13.94 feet to a point;

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

335 YAPHANK AVENUE  YAPHANK, N.Y. 11980  (631) 852-4010
FAX (631) 852-4150
3) N 55° 10' 10" E a distance of 101.63 feet to a point; Thence, through the lands of the subject parcel along the arc of a curve with a radius of 535.97 and chord bearing of S 36° 29' 22" W a distance of 179.50 to a point on the existing westerly boundary of CR58 Old Country Road;

Thence, along said westerly boundary, S 68° 54' 38" W a distance of 33.42 feet to the place or point of beginning, being 21,501± square feet or 0.494± acres.

The subject premises shall be conveyed subject to the following restrictive covenants that will run with the land so conveyed:

1) That the Grantee or any subsequent grantee shall not bill or charge back to the Grantor any cost incurred or projected to be incurred for the cleanup, removal, and disposal of all debris, waste, and/or contamination in or on the subject premises.

2) That the Grantee or any subsequent grantee shall be responsible for all maintenance, repair, and rehabilitation of the subject parcel, including but not limited to:

   a. Removal, maintenance, repair, and/or upgrading of the existing roadbed and driveways;

   b. Removal of all snow, water, waste and debris from the subject Premises;

   c. Any and all landscaping removal, replacement, maintenance, and upgrades; and the Grantee or any subsequent grantee warrants that it shall indemnify and hold the Grantor harmless for any liability arising from same.

Accepting also and reserving to any and all utilities, the right of access at all times for the update, maintenance and service of their facilities.

GILBERT ANDERSON, P.E.
Commissioner
Suffolk County Department of Public Works

Date: July 21, 2016

Enclosure
Cc: Dennis Cohen, Chief Deputy County Executive
Thomas Melito, Deputy County Executive
Lisa Santeramo, Chief of Staff
1. Type of Legislation
   - Resolution: X
   - Local Law: ___
   - Charter Law: ___

2. Title of Proposed Legislation
   AUTHORIZING THE TRANSFER OF CERTAIN PROPERTIES FROM THE SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS TO THE SUFFOLK COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING, DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT (SCTM NO's. 0200-140.00-04.00-030.000; 0200-420.00-02.00-009.000; 0400-146.00-01.00-009.000; and 0600-084.00-04.00-039.000)

3. Purpose of Proposed Legislation
   SEE NO. 2 ABOVE


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

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact
   The County will receive proceeds from the sale of this parcel and it will also relieve the County of the liability of owning an unused parcel.

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

8. Proposed Source of Funding
   N/A

9. Timing of Impact

10. Typed Name & Title of Preparer
    Gilbert Anderson, P.E.
    Commissioner
    Theresa Lollo

11. Signature of Preparer
    [Signature]

12. Date
    8/23/16

SCIN FORM 175b (10/95)
TITLE OF BILL:
Authorizing the Transfer of Certain Properties from the Suffolk County Department of Public Works to the Suffolk County Department of Economic Development and Planning, Division of Real Property Acquisition and Management (SCTM NO's. 0200-140.00-04.00-030.000; 0200-420.00-02.00-009.000; 0400-146.00-01.00-009.000; and 0600-084.00-04.00-039.000)

PURPOSE OR GENERAL IDEA OF BILL:
To transfer jurisdiction over surplus parcels of real property from the Suffolk County Department of Public Works to the Suffolk County Department of Economic Development and Planning, Division of Real Property Acquisition and Management.

SUMMARY OF SPECIFIC PROVISIONS:
The subject vacant parcels are surplus to the needs of the Suffolk County Department of Public Works and is a liability to the County in terms of maintenance and landholder liability. No other Department or Governmental Agency has expressed any interest in this parcel. This resolution allows the County to ultimately dispose of the subject parcels to the general public if so authorized by the Suffolk County Legislature and Suffolk County Executive.

JUSTIFICATION:
Without the approval of the subject resolution, the County will continue to retain liability for an unneeded parcel and will receive no compensation for its sale.

FISCAL IMPLICATIONS:
The County may ultimately receive revenue from the sale or lease of the subject parcels.
MEMORANDUM

TO:       Jon Schneider, Deputy County Executive
FROM:     Gilbert Anderson, P.E. Commissioner
DATE:     August 10, 2016
RE:       Authorizing the Transfer of Certain Properties from the Suffolk County Department of Public Works to the Suffolk County Department of Economic Development and Planning, Division of Real Property Acquisition and Management (SCTM NO’s. 0200-140.00-04.00-030.000; 0200-420.00-02.00-009.000; 0400-146.00-01.00-009.000; and 0600-084.00-04.00-039.000)

Attached is a draft resolution to transfer surplus parcels of real property from the Suffolk County Department of Public Works to the Suffolk County Department of Economic Development and Planning, Division of Real Property Acquisition and Management.

When roads are constructed, there are times that the County has acquired land in excess of final design and construction needs. Sometimes this additional land is used for future highway expansion. At other times, this land may not be suitable for modern highway purposes and simply creates landholder liability for the County.

In this matter, the subject vacant parcels (intersection of 25A/347 and former CR 111; west side of Mark Tree Road opposite Kerry Court; southeast corner of CR 11, Pulaski Road and NYS 110; and northwest corner of CR 58, Old Country Road and Doctor’s Path) are surplus to the needs of the Department of Public Works and no other Department or Governmental agency has expressed interest in these parcels. This resolution will allow the County to ultimately sell the subject parcel to the general public, if so authorized by the Suffolk County Legislature and County Executive, and receive fair market value from the sale.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-Transfer 4 Parcels to DRPAM.doc".

GA/WH/td
attach.
cc:    William Hillman, P.E., Chief Engineer
       Geoffrey Mascaro, Property Management Administrator
       Charles Jaquin, Executive Assistant for Finance & Administration

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

335 YAPHANK AVENUE       YAPHANK, N.Y. 11980
(631) 852-4010 FAX (631) 852-4150
RESOLUTION NO. - 2016, AMENDING THE 2016 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE ADDITIONAL FEDERAL AND STATE AID FROM THE NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES (NYS OASAS) TO VARIOUS CONTRACT AGENCIES FOR A COST OF LIVING ADJUSTMENT (COLA)

WHEREAS, the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) has awarded a Cost of Living Adjustment (COLA) of $17,276 on the state share of funding for chemical dependency and prevention programs effective April 1, 2016; and

WHEREAS, this 100% additional Federal and State Aid from the New York State Office of Alcoholism and Substance Abuse Services is not currently included in the 2016 Adopted Operating Budget; now, therefore be it

1st RESOLVED, that the County Comptroller is authorized to accept and appropriate $17,276 in additional Federal and State Aid as follows:

REVENUES:
001-HSV 4491 Federal Aid: Alcoholism $8,907
001-HSV 3486 State Aid: Narcotics Addiction Control $8,369

ORGANIZATIONS

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

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<th>XORG</th>
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and be it further

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

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

DATED:

APPROVED BY:

County Executive of Suffolk County
Date of Approval:

HSV #64-2016
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

<table>
<thead>
<tr>
<th>1. Type of Legislation</th>
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<tbody>
<tr>
<td>Resolution X Local Law Charter Law</td>
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| 2. Title of Proposed Legislation: |
| Amending the 2016 Adopted Operating Budget to accept and appropriate additional Federal and State Aid from the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) to various contract agencies for a Cost of Living Adjustment (COLA) |

| 3. Purpose or Proposed Legislation |
| This legislation is needed to accept and appropriate $17,276 in additional Federal and State Aid from the New York State Office of Alcoholism and Substance Abuse Services to providers of chemical dependency and prevention programs. |

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

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

| 6. If the answer to item 4 is “yes”, Provide Detailed Explanation of Impact: |
| Not applicable. |

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

| 8. Proposed Source of Funding |
| 100% Federal and State Aid from the New York State Office of Alcoholism & Substance Abuse Services. |

| 9. Timing of Impact |
| Immediate upon approval of the resolution and execution of contract amendments with providers. |

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

| 11. Signature of Preparer |
| Susan B. Hodosky |

| 12. Date |
| 8/15/16 |

SCIN FORM 175b (10/95)
MEMORANDUM

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

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

Date: August 5, 2016

Subject: Request for Legislative Resolution

The Division is requesting a Legislative Resolution to accept $17,276 in additional 100% state aid from the Office of Alcoholism & Substance Abuse Services (OASAS) for Cost of Living Adjustment (COLA) increases. This funding is to be allocated to various chemical dependency contract agencies per the 2016 OASAS state aid letter.

I am attaching drafts of the fiscal impact statement, intro resolution and routing form as well as the current OASAS state aid letter which provide further specifics of the funding.

AMC/HM
Enclosures
Cc: S. Hodosky, S. Reagan, D. Holtsford, B. Russo
August 2, 2016

Ms. Ann Marie Csorny, Acting Director
Suffolk County Dept. of Health Services
Division of Comm. Mental Hygiene
North County Complex – Bldg. C928
PO Box 6100
725 Veterans Memorial Highway
Hauppauge, NY 11788-0099

Re: 2016 State Aid Funding Authorization

Dear Ms. Csorny:

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

- Pederson-Krag and PSCH: reflecting transfer as of 10/1/16 from 50430-PSCH, Inc. as Sponsor, Pederson-Krag Center, Inc. as Operator to 21920-PSCH, Inc.

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

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

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

Sincerely,

P. David Sawicki
Associate Commissioner

cc: Barry Paul
    Elaine Economopoulos
    Sheila Reagan
    Barbara Russo
    Patricia Manos
    Lorraine Sturges
    Tara Gabriel
    Steve Rabinowitz
    Antonette Whyte-Etere
    Angela Brooks
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Fiscal Year: 2016

State Aid Funding Authorization

New York State Office of Alcoholism and Substance Abuse Services

08/02/2016 13:17
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Fiscal Year: 2016
New York State Office of Alcoholism and Substance Abuse Services

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

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate $17,276 in additional Federal and State Aid from the New York State Office of Alcoholism and Substance Abuse Services to providers of chemical dependency and prevention programs.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: NYS OASAS has awarded additional Federal and State Aid for a cost of living adjustment (COLA) to various contract agencies that provide chemical dependency and prevention services.

FISCAL IMPLICATIONS: $17,276 in additional Federal and State Aid will be added to the 2016 Adopted Operating Budget.
August 11, 2016

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to amend the 2016 Adopted Operating Budget to accept and appropriate additional Federal and State Aid from the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) to various contract agencies for a Cost of Living Adjustment (COLA). This legislation is needed to accept and appropriate additional Federal and State Aid from the New York State Office of Alcoholism and Substance Abuse Services to providers of chemical dependency and prevention programs in Suffolk County.

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

Sincerely,

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

Enclosures

C: Christina Capobianco, CPA, Deputy Commissioner
Barbara Marano, CPA, Executive Assistant for Finance & Administration
Jennifer Culp, MPA, Assistant to the Commissioner of Health Services
Ann Marie Csorny, Director, Division of Community Mental Hygiene Services
Barbara Russo, Principal Financial Analyst
Susan B. Hodosky, Principal Financial Analyst
### 2015 Property Tax Levy

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### Police District and District Court

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</table>

**NOTES:**

3) SOURCE FOR EQUALIZATION RATES: 2014 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. - 2016, APPROPRIATING FUNDS IN CONNECTION WITH THE ENVIRONMENTAL QUALITY GEOGRAPHIC INFORMATION AND DATABASE MANAGEMENT SYSTEM (CP 4081)

WHEREAS, the Commissioner of Health Services has requested funds for the Environmental Quality Geographic Information and Database Management System; and

WHEREAS, the purchase of commercial off the shelf software (COTS) and related implementation services will unify all of the datasets of the Division of Environmental Quality and the Bureau of Public Health Protection; and

WHEREAS, the purchase of computer hardware for field staff is needed to optimize the use of the new system and will expedite field inspections; and

WHEREAS, there are sufficient funds within the 2016 Capital Budget and Program to cover the cost of said request under Capital Program Number 4081; and

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

WHEREAS, amortizing the bonds over the period of probable usefulness ("PPU") of the geographic information and database management system may be fiscally beneficial as compared to including the items in the weighted average maturity ("WAM") determined for a typical bond issue; and

WHEREAS, the County Legislature, by Resolution of even date herewith, has authorized the issuance of $200,000 in Suffolk County Serial Bonds; now, therefore be it

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

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-seven (57) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 and as amended by Resolution No. 461-2006; and be it further

3rd RESOLVED, that if it is determined to be fiscally beneficial, the computer software and equipment will be financed utilizing the PPU of the project; and be it further

4th RESOLVED, that the proceeds of $200,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:
<table>
<thead>
<tr>
<th>Project No.</th>
<th>J.C.</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-4081.111 (Fund 001-Debt Service)</td>
<td>40</td>
<td>Environmental Quality Geographic Information &amp; Database Management System</td>
<td>$100,000</td>
</tr>
<tr>
<td>525-CAP-4081.510 (Fund 001-Debt Service)</td>
<td>40</td>
<td>Environmental Quality Geographic Information &amp; Database Management System</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

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.  - 2016, APPROPRIATING FUNDS IN CONNECTION WITH THE ENVIRONMENTAL QUALITY GEOGRAPHIC INFORMATION AND DATABASE MANAGEMENT SYSTEM (CP 4081)

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


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 EXPECTED TO 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 Analyst

11. Signature of Preparer
    [Signature]

12. Date
    August 25, 2016

SCIN FORM 175b (10/95)
### Financial Impact

**2018 Property Tax Levy\nCost 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>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$42,462</td>
<td>$0.08</td>
<td>$0.000</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><strong>Total</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
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</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><strong>Total</strong></td>
<td>$42,462</td>
<td>$0.08</td>
<td>$0.001</td>
</tr>
</tbody>
</table>

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

Page 2 of 2

To be completed by the Executive Budget Office
<table>
<thead>
<tr>
<th>Date</th>
<th>Coupon</th>
<th>Principal</th>
<th>Interest</th>
<th>Total Debt Service</th>
<th>Fiscal Debt Service</th>
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</thead>
<tbody>
<tr>
<td>6/1/2018</td>
<td>2%</td>
<td>$38,412.47</td>
<td>$4,050.00</td>
<td>$42,462.47</td>
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<tr>
<td>6/1/2019</td>
<td>2%</td>
<td>$39,190.32</td>
<td>$4,050.00</td>
<td>$43,240.32</td>
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<tr>
<td>6/1/2020</td>
<td>2%</td>
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<td>$4,050.00</td>
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<tr>
<td>6/1/2021</td>
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<td>$4,050.00</td>
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<tr>
<td>6/1/2022</td>
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</table>
## 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>
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<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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### POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FV TAX RATE PER $1000</th>
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<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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### COMBINED

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<thead>
<tr>
<th></th>
<th>2017 PROPERTY TAX LEVY</th>
<th>2017 COST TO AVG TAXPAYER</th>
<th>2017 FV TAX RATE PER $1000</th>
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<tr>
<td>TOTAL</td>
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</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
### GENERAL FUND

<table>
<thead>
<tr>
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<th>2016 COST TO AVG TAXPAYER</th>
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<td>$0.00</td>
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</table>

### POLICE DISTRICT AND DISTRICT COURT

<table>
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<th>2016 FV TAX RATE PER $1000</th>
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<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
To: Susan Hodosky, Principal Financial Analyst  
Budget/Purchasing

From: Walter Dawydiak, PE, Director  
Division of Environmental Quality

Date: July 01, 2016

Subject: **Appropriating Funds in Connection with Environmental Quality Geographic Information and Database Management System – CP 4081**

In order to enhance the efficiency and efficacy of Division of Environmental Quality (DEQ) and the Bureau of Public Health Protection (PHP), the DEQ, in cooperation with the Department of Information Technology (DOITT), is requesting funds to complete the replacement of several standalone databases that were developed in-house with a single database system that is integrated into the county’s Geographic Information System (GIS), to establish an Environmental Health Information Management System (EHIMS). We are requesting the authorization and appropriation of $200,000 for 2016 in capital funds to complete the purchase of commercial off the shelf software (COTS) and related implementation services and for computer hardware to expedite field inspections.

The proposed system will replace the software currently used by the Office of Water Resources, the Office of Pollution Control, the Office of Wastewater Management and the Office of Ecology and will expand the capabilities of the Bureau of Public Health Protection. In addition, it will have the ability to import water quality data from the Public and Environmental Health Laboratory. The proposed EHIMS will enhance the DEQ’s ability to interact with the public via a web portal where they will be able to renew and pay for permits and review the status of a submission.
Therefore, we request that a resolution be prepared to authorize and appropriate funds for the purchase of software and implementation services.

WD/kn
C: Christina Capobianco, CPA, Deputy Commissioner
   Barbara Marano, CPA, Executive Assistant for Finance and Administration, Health Services
   Patricia Floria, PE - Div. of Environmental Quality
   Larry Stipp - Div. of Environmental Quality
TITLE OF BILL: Appropriating funds in connection with the Environmental Quality Geographic Information and Database Management System (CP 4081).

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to appropriate funds in connection with the Environmental Quality Geographic Information and Database Management System (CP 4081).

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: This legislation is needed to appropriate funds in connection with the Environmental Quality Geographic Information and Database Management System (CP 4081). These capital funds are needed to purchase commercial off the shelf software (COTS) and the related implementation services, in addition to computer hardware for field staff. This new system will unify all of the datasets of the Division of Environmental Quality and the Bureau of Public Health Protection.

FISCAL IMPLICATIONS: Serial bonds and related debt service.
August 11, 2016

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to appropriate funds in connection with the Environmental Quality Geographic Information and Database Management System (CP 4081). These capital funds are needed to purchase commercial off the shelf software and the related implementation services, in addition to computer hardware for field staff. This new system will unify all of the datasets of the Division of Environmental Quality and the Bureau of Public Health Protection.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Walter Dawydiak at 2-5800. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is “Reso-HSV-CP 4081 GIS.docx.”

Sincerely,

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

Enclosures

JLT/lw

C:  Christina Capobianco, CPA, Deputy Commissioner
    Barbara Marano, CPA, Executive Assistant for Finance & Administration
    Jennifer Culp, MPA, Assistant to the Commissioner of Health Services
    Walter Dawydiak, P.E., Director, Division of Environmental Quality
    Larry Stipp, Office Systems Analyst III
    Susan B. Hodosky, Principal Financial Analyst
RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING 8% NEW YORK STATE AND 92% FEDERAL PASS – THROUGH GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $122,066 FOR THE CHILDREN WITH SPECIAL HEALTH CARE NEEDS (“CWSHCN”) PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF CHILDREN WITH SPECIAL NEEDS AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Department of Health has awarded Suffolk County State funds under the Children with Special Health Care Needs (CWSHCN) Program grant to be implemented by the Suffolk County Department of Health Services, Division of Children with Special Needs; and

WHEREAS, the Children with Special Health Care Needs (CWSHCN) Program provides community outreach, education, and referrals to providers and families of children with special health care needs, age birth to twenty-one years, and identifies gaps and barriers in the health service system and proposes strategies to address them.; and

WHEREAS, this grant has a start date of 10/01/16 and ends on 09/30/17 in which the County will receive 100% grant funding in the amount of $122,066 for the Children with Special Health Care Needs Program; and

WHEREAS, a portion of said funds have been included in the 2016 Operating Budget; and

WHEREAS, the Children with Special Health Care Needs Program grant includes partial funding for the Department of Health Services to continue the employment of one (1) Coordinator of Special Education (full-time); one (1) Assistant Coordinator of Special Education (full-time); one (1) Health Program Analyst II (full-time); one (1) Public Relations Specialist (full-time); one (1) Senior Account Clerk Typist (full-time); now, therefore be it

1st RESOLVED, the County Comptroller be and hereby is authorized to accept $122,066 and appropriate said grant funds as follows:

CWSHCN - $122,066

REVENUES

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>HSV</td>
<td>4820</td>
<td>4420</td>
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<tr>
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<td>HSV</td>
<td>4820</td>
<td>3420</td>
<td>$9,292</td>
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</table>
**ORGANIZATIONS**

Suffolk County Department of Health Services
Children with Special Health Care Needs (CWSHCN) 001-HSV-4820
$122,066

**1000-PERSONNEL SERVICES:** $81,914

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
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**3000-SUPPLIES:** $4,100

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</thead>
<tbody>
<tr>
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**Employee Benefits**

**8000-EMPLOYEE BENEFITS:** $36,052

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9000-INTERFUND TRANSFERS: $17,119

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<th>Unit</th>
<th>Object</th>
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<td>E039</td>
<td>9600</td>
<td>0000</td>
<td>Transfer to Funds</td>
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</table>

and be it further

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

REVENUES

<table>
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<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
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<td>039</td>
<td>IFT</td>
<td>E039</td>
<td>R001</td>
<td>$17,119</td>
</tr>
</tbody>
</table>

3rd RESOLVED, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individuals filling the positions funded by this resolution at the conclusion of the grant funding provided for such positions funded by said grant; and be it further

4th RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

5th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County
Date of Approval:

HSV# 65-2016
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   
   Resolution X Local Law Charter Law

2. Title of Proposed Legislation
   Accepting and appropriating 8% New York State and 92% Federal pass through grant funds from the New York State Department of Health to the Suffolk County Department of Health Services for the Children with Special Health Care Needs Program.

3. Purpose or Proposed Legislation
   This legislation is needed to accept and appropriate 8% New York State and 92% Federal pass through grant funds from the New York State Department of Health to the Suffolk County Department of Health Services for the Children with Special Health Care Needs Program. This program provides community outreach, education, and referrals to providers and families of children with special health care needs, age birth to twenty-one years, and identifies gaps and barriers in the health service system and proposes strategies to address them.

4. Will the Proposed Legislation Have a Fiscal Impact? YES NO 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
   8% New York State and 92% Federal pass through grant funds from the New York State Department of Health.

9. Timing of Impact
   2016-2017

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

11. Signature of Preparer
    Suzanne Martin
    Budget Analyst

12. Date
    8/15/16
    8/23/16

SCIN FORM 175b (10/95)

Page 1 of 2
**COORDINATION OF GRANT APPLICATION OR CONTRACT**

**County of Suffolk**

**DATE:** 8/10/2016

<table>
<thead>
<tr>
<th>Submitting Department / Agency:</th>
<th>Location:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Services</td>
<td>3500 Sunrise Hwy, Suite 124, Great River, NY 11739</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person in Department / Agency</th>
<th>Telephone Number</th>
<th>Grant Application Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gary Amato</td>
<td>854-0143</td>
<td>Multi Year Contract</td>
</tr>
</tbody>
</table>

**Instructions:** Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert 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**
   
   Children with Special Health Care Needs 16 - 17

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

3. **Grant / Contract Status (Check One Box)**

   - [X] A. New Program Application
   - [ ] B. Renewal Application
   - [ ] C. Supplemental (Specify)
   - [ ] D. Extension of Funding Period
   - [ ] E. Contract

4. **General Purpose of Grant / Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)**

   1) Provide community outreach and education to consumers and providers about programs, supports and services for families of CSHCN;
   2) Offer information and referral services to families of CSHN age birth to 21 years; 3) Identify gaps and barriers in health care service systems and propose strategies to address them; and 4) Report progress towards grant deliverables.

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

   NONE

### II. BUDGET INFORMATION

1. **Term of Contract**

   From: 10/1/2016  
   To: 9/30/2017

2. **Financial Assistance Requested**

<table>
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<tr>
<th>Source</th>
<th>First Funding Cycle</th>
<th>Second Funding Cycle</th>
<th>Third Funding Cycle</th>
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<tr>
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<td>Amount</td>
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<td>Federal</td>
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<tr>
<td>State</td>
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<tr>
<td>Private</td>
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<tr>
<td>County</td>
<td>$0.00</td>
<td>0.0%</td>
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<tr>
<td>Total</td>
<td>$122,066.00</td>
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</table>
3. Explanation of Requested County Financial Assistance

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

4. Total Number of New Positions Requested: NONE

5. Can this program be refunded by the proposed Non-County Sources? Yes

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

   None

7. What do you anticipate happening when the Federal, State and/or Private Financial Assistance is discontinued (That is, program termination, reduced services, financial implications, layoffs, etc.)?

   The program will be terminated.

8. Attach as list of potential subcontractors, if any, outlining the purpose of each subcontract (that is, 456 and 490 account items; use an additional 8 1/2” by 11” sheet).

III. COUNTY EXECUTIVE’S OFFICE REVIEW

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

4. Comments

5. Budget Office Review                         | 6. Signature of Budget Director | 7. Date |
|                                               |                             |         |
| Approved                                      |                             |         |
| Disapproved                                   |                             |         |

8. Comments

SCIN FORM 164
<table>
<thead>
<tr>
<th>Category</th>
<th>Appropriation Number Grantor Funds</th>
<th>Appropriation Number County Funds</th>
<th>Appropriation Number In-Kind Contribution</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>PERSONAL SERVICES:</td>
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<tr>
<td>1100 Permanent Salaries</td>
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<td>1110 Interim Salaries</td>
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<tr>
<td>1120 Overtime Salaries</td>
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<tr>
<td>1130 Temporary Salaries: no fringe</td>
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<tr>
<td>EQUIPMENT:</td>
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<tr>
<td>2010 Furniture</td>
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<tr>
<td>2020 Office Machines</td>
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<tr>
<td>2070 Cameras &amp; Photographic</td>
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<tr>
<td>2080 Medical, Dental, Lab, Equip</td>
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<tr>
<td>2090 Radio and Communication</td>
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<tr>
<td>2460 New Computers</td>
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<tr>
<td>2500 Other Equip: Unclassified</td>
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<tr>
<td>SUPPLIES, MATERIALS, OTHER</td>
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<td>3010 Office Supplies</td>
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<tr>
<td>3020 Postage</td>
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<tr>
<td>3040 Printing</td>
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<tr>
<td>3070 Memberships &amp; Subscr.</td>
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<td>3100 Instructional Supplies</td>
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<td>3160 Computer Software</td>
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<tr>
<td>3370 Medical, Dental, Lab Supp.</td>
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<tr>
<td>3500 Other Unclassified</td>
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<tr>
<td>3510 Rent: Business Machines</td>
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<td>3650 Rent: Buildings</td>
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<tr>
<td>3680 Repairs, Special Equip</td>
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<tr>
<td>UTILITIES:</td>
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<tr>
<td>4010 Telephone &amp; Telegraph</td>
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<tr>
<td>TRAVEL:</td>
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<tr>
<td>4330 Travel Employee Contracts</td>
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<td>$0.00</td>
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<tr>
<td>4340 Travel Other Contracts</td>
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</table>
## GRANT BUDGET ANALYSIS

<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>FEES FOR SERVICES:</td>
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<tr>
<td>4210: Computer Services</td>
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<tr>
<td>4330: Travel: Employee Contracts</td>
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<tr>
<td>4560: Fees for Services, Non-Employees</td>
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<tr>
<td>CONTRACTED SERVICES (List)</td>
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<tr>
<td>4980 Contracted Agencies</td>
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<tr>
<td>HRH Healthcare, Inc.</td>
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<tr>
<td>EMPLOYEE BENEFITS:</td>
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<td>8280 Retirement</td>
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<td>8330 Social Security</td>
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<td>8360 Health Insurance</td>
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<tr>
<td>OTHER: (List Source &amp; Brief Explanation)</td>
<td>$0.00</td>
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<td>$0.00</td>
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I certify that the above in-kind contributions are not currently being used to support other Grants.

Signature of Project Director
<table>
<thead>
<tr>
<th>Title of Position</th>
<th>Grade</th>
<th>Step</th>
<th>Salary</th>
<th>Employee Name</th>
<th>Grantor</th>
<th>County</th>
<th>In-Kind</th>
<th>Remarks</th>
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</thead>
<tbody>
<tr>
<td>Coordinator of Special Education</td>
<td>29</td>
<td>12</td>
<td>$108,966</td>
<td>Ellen Ellis</td>
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<tr>
<td>Assistant Coordinator of Special Education</td>
<td>25</td>
<td>12</td>
<td>$91,884</td>
<td>Sheila Ventrice</td>
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<tr>
<td>Senior Auditor</td>
<td>24</td>
<td>9</td>
<td>$84,253</td>
<td>Joseph Pollet</td>
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<tr>
<td>Public Relations Specialist</td>
<td>21</td>
<td>9</td>
<td>$74,770</td>
<td>Barbara Falkman</td>
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<tr>
<td>Senior Account Clerk/Typist</td>
<td>14</td>
<td>12</td>
<td>$56,706</td>
<td>Melisa Niegocki</td>
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<tr>
<td>STATE AGENCY (Name &amp; Address):</td>
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</tr>
<tr>
<td>New York State Department of Health Empire State Plaza Corning Tower, Room 859 Albany, New York 12237</td>
<td>CONTRACT NUMBER: C029743</td>
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<td>CONTRACTOR SFS PAYEE NAME:</td>
<td>TRANSACTION TYPE:</td>
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<tr>
<td>Suffolk County</td>
<td>✓ New</td>
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<tr>
<td>Suffolk County Department of Health Services</td>
<td>Amendment</td>
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<td>NYS Vendor ID Number: 1000000809</td>
<td>CFDA NUMBER (Federally Funded Grants Only):</td>
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<td>CONTRACTOR PRIMARY MAILING ADDRESS:</td>
<td>CONTRACTOR STATUS:</td>
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<tr>
<td>50 Laser Court Hauppauge, New York 11788</td>
<td>🔴 For Profit</td>
<td></td>
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<tr>
<td>CONTRACTOR PAYMENT ADDRESS:</td>
<td>Municipality, Code: 47010000</td>
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<tr>
<td>✓ Check if same as primary mailing address</td>
<td>Tribal Nation</td>
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<tr>
<td>✓ Check if same as primary mailing address</td>
<td>Not-for-Profit</td>
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<td>□ Sectarian Entity</td>
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</tr>
</tbody>
</table>
STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:
From: 10/01/2014 To: 09/30/2017

CURRENT CONTRACT PERIOD:
From: 10/01/2014 To: 09/30/2017

AMENDED TERM:
From: To:

AMENDED PERIOD:
From: To:

CONTRACT FUNDING AMOUNT
(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):

CURRENT: $338,322

AMENDED:

FUNDING SOURCE(S)
☐ State
☒ Federal
☐ Other

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

<table>
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<tr>
<th>#</th>
<th>CURRENT PERIOD</th>
<th>CURRENT AMOUNT</th>
<th>AMENDED PERIOD</th>
<th>AMENDED AMOUNT</th>
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</thead>
<tbody>
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<tr>
<td>2</td>
<td>10/1/15-9/30/16</td>
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<td>3</td>
<td>10/1/16-9/30/17</td>
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<tr>
<td>5</td>
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</tbody>
</table>

ATTACHMENTS PART OF THIS AGREEMENT:

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

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

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

Contract Number: #C029743
Page 2 of 2
Master Grant Contract, Face Page
IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:
Suffolk County

By: [Signature]

[Printed Name: Dennis M. Cohen]

Title: Deputy County Executive
Date: 6/9/2015

STATE AGENCY:
New York State Department of Health

By: [Signature]

[Printed Name: Bradley Hutton]

Title: Director, Center for Community Health
Date: 6/10/15

STATE OF NEW YORK

County of Suffolk

On the 7th day of June, 2015, before me personally appeared Dennis M. Cohen, to me known, who being by me duly sworn, did depose and say that he/she resides at Suffolk County, that he/she is the Deputy County Executive of the County of Suffolk, the contractor described herein which executed the foregoing instrument, and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) Vivian R. Keys

ATTORNEY GENERAL'S SIGNATURE

[Signature]

[Printed Name]

Title: [Blank]
Date: [Blank]

STATE COMPTROLLER'S SIGNATURE

[Signature]

[Printed Name]

Title: [Blank]
Date: [Blank]

$338,322
K33
Suffolk County Department of Health Services

Re: Cost of Living Adjustment (COLA) payments for State Fiscal Year (SFY) 2016-2017
Contract Initiative: Children with Special Health Care Needs
Contract #: C-029743
Budget Period: April 1st, 2016—March 31st, 2017

Dear Contractor:

This letter and all attachments are being provided in electronic versions via e-mail to expedite the submission and approval process. Please use the attached Proposal template to prepare a written plan for the COLA award and submit it to your contract manager for approval within 30 days of this letter. Prior approval will ensure the most appropriate use of the funds and reduce processing delays.

Once prior approval is granted by the contract manager, further instructions will be provided regarding the process for submission of the Claim for Payment (CFP), Budget Statement Report of Expenditures (BSROE), and all required supporting documentation as referenced in the attached guidance materials.

Within 30 days of receiving this letter, please e-mail the completed and signed proposal electronically to DFHFiscal@health.ny.gov and your contract manager Mari Sepowski at marina.sepowski@health.ny.gov. The original proposal should be retained for your files. Please contact your contract manager with any questions.

Section 1 of part C of chapter 57 of the laws of 2006, as amended by section 1 of part I of chapter 60 of the laws of 2014, provide for the Commissioner of Health to establish an annual COLA for programs outlined in the statute. The SFY 2016-17 COLA appropriation has been allocated to eligible organizations at the rate of 8.24%.

The COLA award for the above referenced contract is $9,292.00

Sincerely,

Richard Porter
Senior Accountant
DFH-BOA

Attachments:
FY 16-17 COLA Guidance
Proposal for COLA Related Expenditures

Cc:
Mari Sepowski
Alexis Lighthall
To: James L. Tomarken, MD, MPH, MBA, MSW
Commissioner

From: Gary Amato
Accountant

Date: August 15, 2016

Subject: Request for Introductory Resolution for Children with Special Health Care Needs ("CWSHCN"); $122,066

I request an Introductory Resolution to appropriate funds for the Children with Special Health Care Needs ("CWSHCN") $122,066. The CWSHCN project budget is attached herein for reference.

Project Description:
The Children with Special Health Care Needs program provides community outreach, education, and referrals to providers and families of children with special health care needs, age birth to twenty-one years, and identifies gaps and barriers in the health service system and proposes strategies to address them.

cc: Susan Hodosky, Principal Financial Analyst
2016 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Accepting and appropriating 8% New York State and 92% Federal pass through grant funds from the New York State Department of Health to the Suffolk County Department of Health Services for the Children with Special Health Care Needs Program.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 8% New York State and 92% Federal pass through grant funds from the New York State Department of Health to the Suffolk County Department of Health Services for the Children with Special Health Care Needs Program.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: This program provides community outreach, education, and referrals to providers and families of children with special health care needs, age birth to twenty-one years, and identifies gaps and barriers in the health service system and proposes strategies to address them.

FISCAL IMPLICATIONS: Additional Federal and New York State grant funds will be added to the 2016 Adopted Operating Budget.
August 15, 2016

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to accept and appropriate 8% New York State and 92% Federal pass through grant funds from the New York State Department of Health to the Suffolk County Department of Health Services for the Children with Special Health Care Needs Program. This program provides community outreach, education, and referrals to providers and families of children with special health care needs, age birth to twenty-one years, and identifies gaps and barriers in the health service system and proposes strategies to address them.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Gary Amato at 4-0143. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is “Reso-HSV-CWSHCHN.docx.”

Sincerely,

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

Enclosures

C: Christina Capobianco, CPA, Deputy Commissioner
   Barbara Marano, CPA, Executive Assistant for Finance & Administration
   Jennifer Culp, Assistant to the Commissioner of Health Services
   Ellen Ellis, Coordinator of Special Education
   Susan Hodosky, Principal Financial Analyst
### General Fund

<table>
<thead>
<tr>
<th>2015 Property Tax Levy</th>
<th>Estimated 2016* Cost to Avg Taxpayer</th>
<th>2015 AV Tax Rate Per $100</th>
<th>2015 FEV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
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</tbody>
</table>

### Police District and District Court

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<thead>
<tr>
<th>2015 Property Tax Levy</th>
<th>Estimated 2016* Cost to Avg Taxpayer</th>
<th>2015 AV Tax Rate Per $100</th>
<th>2015 FEV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
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</table>

### Combined

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<tr>
<th>2015 Property Tax Levy</th>
<th>Estimated 2016* Cost to Avg Taxpayer</th>
<th>2015 AV Tax Rate Per $100</th>
<th>2015 FEV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

* The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 property tax levy and is provided for informational purposes only.

**Notes:**

1) *Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2014.*
3) *Source for equalization rates: 2014 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. - 2016, ACCEPTING AND APPROPRIATING 100% GRANT FUNDS FROM NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $35,921 FOR THE FOR THE MATERNAL AND INFANT COMMUNITY HEALTH COLLABORATIVE (“MICHC”) PROGRAM ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PATIENT CARE SERVICES FOR A COST OF LIVING ADJUSTMENT (COLA)

WHEREAS, the New York State Department of Health has awarded Suffolk County 100% grant funds under the MICHC program to be implemented by the Suffolk County Department of Health Services, Division of Patient Care Services; and

WHEREAS, this grant has a start date of 04/01/16 and ends on 03/31/17 in which the County will receive 100% grant funding in the amount of $35,921 for the MICHC Program COLA; and

WHEREAS, said funds have not been included in the 2016 Operating Budget; now, therefore be it

1st RESOLVED, the County Comptroller be and hereby is authorized to accept $35,921 and appropriate said grant funds as follows:

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<tr>
<th>REVENUES</th>
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<td>Fund</td>
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<td>001</td>
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<tr>
<th>ORGANIZATIONS</th>
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</thead>
<tbody>
<tr>
<td>Suffolk County Department of Health Services</td>
</tr>
<tr>
<td>Maternal and Infant Community Health Collaborative (MICHC)</td>
</tr>
<tr>
<td>001-HSV-4112 $35,921</td>
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</tbody>
</table>

Employee Benefits

8000-EMPLOYEE BENEFITS: $35,921

<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>001</td>
<td>EMP</td>
<td>ME</td>
<td>9010</td>
<td>8280</td>
<td>0000</td>
<td>Retirement</td>
<td>$35,921</td>
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</tbody>
</table>
and be it further

2nd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County

Date of Approval:

HSV# 62-2016
1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
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Title of Proposed Legislation
Accepting and appropriating 100% grant funds from New York State Department of Health in the amount of $35,921 for the Maternal and Infant Community Health Collaborative (MICHC) program administered by the Suffolk County Department of Health Services, Division of Patient Care Services for a cost of living adjustment (COLA).

3. Purpose of Proposed Legislation
This legislation is needed to accept and appropriate 100% grant funds from New York State Department of Health in the amount of $35,921 for the Maternal and Infant Community Health Collaborative (MICHC) COLA award.

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

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

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

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:
Not applicable

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

8. Proposed Source of Funding
100% State grant funds from the New York State Department of Health

9. Timing of Impact
2016-2017

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

11. Signature of Preparer

12. Date
8/15/16

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

Submitting Department / Agency: Department of Health Services
Location: 3500 Sunrise Hwy. Great River, NY 11739

Contact Person in Department / Agency: Gary Amato
Telephone Number: 854-0143

Grant Application Due Date

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

I. Background Information

1. Grant Title
   Maternal and Infant Community Health Collaborative ("MICHC")

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

3. Grant / Contract Status (Check One Box)
   
   A. New Program Application
   B. Renewal Application
   X C. Supplemental (Specify) COLA Award
   D. Extension of Funding Period
   E. Contract

4. General Purpose of Grant / Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)

   The purpose of this funding is to provide an annual Cost of Living Adjustment (COLA) for the MICHC grant.

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

   NONE

II. BUDGET INFORMATION

1. Term of Contract
   From: 4/1/2016 To: 3/31/2017

2. Financial Assistance Requested

<table>
<thead>
<tr>
<th>Source</th>
<th>First Funding Cycle</th>
<th>Second Funding Cycle</th>
<th>Third Funding Cycle</th>
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<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
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<tr>
<td>Federal</td>
<td>$ -</td>
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</tr>
<tr>
<td>State</td>
<td>$ 35,921</td>
<td>100.0%</td>
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<tr>
<td>Private</td>
<td>$</td>
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<tr>
<td>County</td>
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<tr>
<td>Total</td>
<td>$ 35,921</td>
<td>100.0%</td>
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</table>
### 3. Explanation of Requested County Financial Assistance

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

4. Total Number of New Positions Requested: **NONE**

5. Can this program be refunded by the proposed non-county sources? **Yes X**

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in budget request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.): **NONE**

7. What do you anticipate happening when the Federal, State and/or Private Financial Assistance is discontinued (That is, program termination, reduced services, financial implications, layoffs, etc.)? **The program will continue at additional cost to the County.**

8. Attach as list of potential subcontractors, if any, outlining the purpose of each subcontract (that is, 456 and 490 account items; use an additional 8 1/2" by 11" sheet).

---

### III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review:
   - **Approved**
   - **Disapproved**

2. Signature of Coordinator

3. Date

4. Comments

5. Budget Office Review
   - **Approved**
   - **Disapproved**

6. Signature of Budget Director

7. Date

8. Comments
<table>
<thead>
<tr>
<th>Category</th>
<th>Appropriation Number Grantor Funds</th>
<th>Appropriation Number County Funds</th>
<th>Appropriation Number In-Kind Contribution</th>
<th>Remarks</th>
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<tbody>
<tr>
<td>PERSONAL SERVICES:</td>
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<tr>
<td>1100 Permanent Salaries</td>
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<tr>
<td>1110 Interim Salaries</td>
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<tr>
<td>1130 Temporary Salaries</td>
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<tr>
<td>EQUIPMENT:</td>
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<tr>
<td>2010 Furniture</td>
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<tr>
<td>2020 Office Machines</td>
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<tr>
<td>2070 Cameras &amp; Photographic</td>
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<tr>
<td>2080 Medical, Dental, Lab, Equip</td>
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<tr>
<td>2440 Instructional Equipment</td>
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<tr>
<td>2500 Other Equip: Unclassified</td>
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<tr>
<td>SUPPLIES, MATERIALS, OTHER</td>
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<td>3010 Office Supplies</td>
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<td>3020 Postage</td>
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<td>3040 Printing</td>
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<td>3070 Memberships &amp; Subscript.</td>
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<td>3100 Instructional Supplies</td>
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<td>3160 Computer Software</td>
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<tr>
<td>3370 Medical, Dental, Lab Supp.</td>
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<tr>
<td>3500 Other Unclassified</td>
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<tr>
<td>3510 Rent: Business Machines</td>
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<tr>
<td>3680 Repairs, Special Equip</td>
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<td>UTILITIES:</td>
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<td>4010 Telephone &amp; Telegraph</td>
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<td>TRAVEL:</td>
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<tr>
<td>4330 Travel Employee Contracts</td>
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<tr>
<td>Category</td>
<td>Appropriation Number Grantor Funds</td>
<td>Appropriation Number County Funds</td>
<td>Appropriation Number In-Kind Contribution</td>
<td>Remarks</td>
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<td>FEES FOR SERVICES:</td>
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<tr>
<td>Maxim Health Care</td>
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<td>CONTRACTED SERVICES (List)</td>
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<td>EMPLOYEE BENEFITS:</td>
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<td>Compensation</td>
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<td>8380 Dental Insurance</td>
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<td>OTHER: (List Source &amp; Brief</td>
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<td>Explanation)</td>
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I certify that the above in-kind contributions are not currently being used to support other Grants.

Signature of Project Director
<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>
<th>Grantor</th>
<th>County</th>
<th>In-Kind</th>
<th>Remarks</th>
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Suffolk County Department of Health

Re:  Cost of Living Adjustment (COLA) payments for State Fiscal Year (SFY) 2016-2017
Contract Initiative: Maternal and Infant Health Community Health Collaboratives
Contract #: C-028973
Budget Period: April 1st, 2016—March 31st, 2017

Dear Contractor:

This letter and all attachments are being provided in electronic versions via e-mail to expedite the submission and approval process. Please use the attached Proposal template to prepare a written plan for the COLA award and submit it to your contract manager for approval within 30 days of this letter. Prior approval will ensure the most appropriate use of the funds and reduce processing delays.

Once prior approval is granted by the contract manager, further instructions will be provided regarding the process for submission of the Claim for Payment (CFP), Budget Statement Report of Expenditures (BSROE), and all required supporting documentation as referenced in the attached guidance materials.

Within 30 days of receiving this letter, please e-mail the completed and signed proposal electronically to DFHHFiscal@health.ny.gov and your contract manager Kendell Dunham at kendell.dunham@health.ny.gov. The original proposal should be retained for your files. Please contact your contract manager with any questions.

Since the value of your COLA award exceeds $25,000 you are subject to New York State’s MWBE Requirement:
The New York State Department of Health (DOH) has established a 30% Minority/Women Business Entity (MWBE) goal for COLA expenditures that are considered MWBE eligible expenses. Eligible expenses for Not-For-Profit entities include the non-personal service (NPS) categories of contractual services/subcontracting, equipment, supplies, or any other open market purchasing. Eligible expenses for all other entity types (municipality, gov’t, for-profit) is the entire value of the COLA.

Grantees allocating COLA funds to MWBE eligible categories will be required to submit the appropriate attached Form 1 - Utilization Plan indicating the total dollar value of eligible expenses and the anticipated MWBE utilization. (IMPORTANT - Please submit the correct Utilization Plan based on your entity type as two separate types are attached). Grantees submitting a Form 1 reflecting less than 30% utilization are required to also submit Form 2 - Waiver to demonstrate the steps that were taken to meet the 30% goal. Documentation of good faith efforts such as: copies of solicitations and any responses there to; reasons that MWBEs were not selected and steps taken to attempt MWBE utilization should be attached to Form 2. MWBE related forms must accompany the Claim for Payment (CFP) when submitted to DOH for reimbursement.
Helpful links for grantees:
To search the MWBE directory for certified firms:
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687

For subcontractors/vendors seeking information on MWBE certification:
www.esd.ny.gov/MWBE/Qualifications.html
www.esd.ny.gov/MWBE/GetCertified.html

Section 1 of part C of chapter 57 of the laws of 2006, as amended by section 1 of part I of chapter 60 of the laws of 2014, provide for the Commissioner of Health to establish an annual COLA for programs outlined in the statute. The SFY 2016-17 COLA appropriation has been allocated to eligible organizations at the rate of 8.24%.

The COLA award for the above referenced contract is $35,921.00

Sincerely,

[Signature]

Richard Porter
Senior Accountant
DFH-BOA

Attachments:
FY 16-17 COLA Guidance
Proposal for COLA Related Expenditures
MWBE Instructions and Related Forms

Cc:
Kendell Dunham
Valerie Ridgeway
MEMORANDUM

To: Susan B. Hodosky
   Principal Financial Analyst

From: Gary Amato
       Accountant

Date: August 10, 2016

Subject: Request for Legislative Resolution — Maternal and Infant Community Health Collaborative (MICHC) COLA Award

The Division of Patient Care is requesting a legislative resolution to accept and appropriate $35,921 in additional State grant funds for the Maternal and Infant Community Health Collaborative (MICHC) grant. These funds are for a Cost of Living Adjustment (COLA). The grant period is from 4/1/16-3/31/17.

Grant coordination forms and the award letter have been provided. Please prepare the resolution accordingly.
TITLE OF BILL: Accepting and appropriating 100% grant funds from New York State Department of Health in the amount of $35,921 for the Maternal and Infant Community Health Collaborative (MICHC) Program administered by the Suffolk County Department of Health Services, Division of Patient Care for a cost of living adjustment (COLA).

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate 100% grant funds from New York State Department of Health in the amount of $35,921 for the Maternal and Infant Community Health Collaborative (MICHC) COLA award.

SUMMARY OF SPECIAL PROVISIONS: None.

JUSTIFICATION: This Resolution is needed to accept and appropriate additional State funds for a cost of living adjustment (COLA).

FISCAL IMPLICATIONS: Additional State grant funds in the amount of $35,921 will be added to the 2016 Adopted Operating Budget.
August 10, 2016

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

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to accept and appropriate 100% State grant funds from the New York State Department of Health in the amount of $35,921 for the Maternal and Infant Community Health Collaborative (MICHC) Cost of Living Adjustment (COLA).

I enclose the financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Gary Amato at 4-0143. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is “Reso-HSV-MICHC COLA.docx.”

Sincerely,

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

Enclosures

C: Christina Capobianco, CPA, Deputy Commissioner
   Barbara Marano, CPA, Executive Assistant for Finance & Administration
   Jennifer Culp, MPA, Assistant to the Commissioner of Health Services
   Dr. Shaheda Iftikar, MD, Director of Public Health
   Mary Beth Petraco, Public Health Nurse IV,
   Susan B. Hodosky, Principal Financial Analyst
### GENERAL FUND

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<tr>
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* The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 property tax levy and is provided for informational purposes only.

### NOTES:


3) SOURCE FOR EQUALIZATION RATES: 2014 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.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF EAST HAMPTON)
(SCTM NO. 0300-155.00-01.00-030.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of East Hampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0300 Section 155.00 Block 01.00 Lot 030.000 and acquired by Tax Deed on May 29, 2012 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on May 29, 2012 in Liber 12694 at Page 635 and described as follows, being and intended to be that parcel of land carried on the tax rolls of the Town of East Hampton under Suffolk County Tax Map No. as Map No. District 0300 Section 155.00 Block 01.00 Lot 030.000; and

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

WHEREAS, the above described property is on the County’s Comprehensive Master List for Proposed Open Space Acquisition; and

WHEREAS, the Town of East Hampton has requested that the County of Suffolk convey to the town the parcel being in size approximately 207’ x 212’ x 134’ x 368’ with a preliminary value range of $500,000.00 to $600,000.00 as described in Exhibit “A” annexed hereto; and

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

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

1st RESOLVED, that the Director of Real Estate, and/or his designee, hereby is authorized to execute and acknowledge a Quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions as hereinafter described to said Town of East Hampton for the sum of $470.52; which is the amount of the County’s investment plus the pro rata share of taxes, and be it further

2nd RESOLVED, that the County of Suffolk hereby transfer the above described property subject to it being sterilized for Open Space Purposes to protect the aquifer and water supply, which property shall be kept in its natural state in perpetuity, except for property maintenance activities as may be appropriate, to effectuate the declaration of covenants and restrictions, entered into by the Town of East Hampton, without impairing the essential nature and open character of the premises
and subject to use for open space and recreational purposes; and be it further

3rd RESOLVED, that pursuant to Section C12-2(A)(2)(c), this property is to be permanently sterilized by a deed restriction and must remain as open space and Workforce Housing Development Rights shall be severed herewith (0.90) Nine Tenths Workforce Housing Development Rights and placed in the Suffolk County Workforce Housing Transfer of Development Rights Program Registry pursuant to the Workforce Housing Development Rights Program as developed by the Department of Economic Development and Planning, consistent with Resolution No. 412-2005, as amended and approved by the Suffolk County Executive and the Suffolk County Legislature; and be it further

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

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

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

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

DATED: __________________________

APPROVED BY:

County Executive of Suffolk County
Date of Approval:
WHEREAS, pursuant to § 247 of the General Municipal Law of the State of New York, the Town Board held a public hearing on June 4, 2015 to consider the acquisition of approximately 7.1 acres of land, located on 123 & 128 Merchants Path, Wainscott which lands are identified on the Suffolk County Tax Map as SCTM #300-155-1-30 & 31, and to amend the 2015 Management and Stewardship Plan to add these properties; and

WHEREAS, the purported owner has expressed a willingness to sell the above referenced properties in fee simple to the Town for the proposed purchase price of $3,171.62, plus survey, title, prorated tax, and recording charges; and

WHEREAS, the purpose of said acquisition is the preservation of Open Space; and

WHEREAS, the acquisition of the subject property is classified as a Type II Action pursuant to the State Environmental Quality Review Act (SEQRA); and

WHEREAS, the Town Board finds, pursuant to § 64-e (8) of the New York Town Law, that acquisition of the subject property by purchase is the best alternative, of all reasonable alternatives available to the Town, for protection of the community character of the Town of East Hampton; and
WHEREAS, on January 15, 2015, the Town Board adopted the 2015 Management & Stewardship Plan (M&S Plan) for CPF properties pursuant to Town Law 64-e (6) which requires a property to be included in this Plan in order to expense any management and stewardship costs to the Community Preservation Fund; and

WHEREAS, said M&S Plan shall be in effect for calendar year 2015 with updates permitted from time to time at the discretion of the Town Board after a public hearing; and

WHEREAS, this interest in real property may require management and stewardship activities; and

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized and directed to enter into a contract of sale with the record owner of the subject property, reputedly 123 & 128 Merchants Path, Wainscott, for the purpose of acquiring said property at a cost to the Town of East Hampton not to exceed $3,171.62, plus reasonable survey, title, prorated tax, and recording charges; and be it further

RESOLVED, that pursuant to contract the Supervisor is authorized and directed to execute any documents and the Town Budget Officer is directed to pay the purchase price and any and all reasonable survey, title, prorated tax, and recording charges, as may be necessary to effect the transfer of title; and be it further

RESOLVED, that the 2015 Management and Stewardship Plan is amended to include the above referenced properties; and be it further

RESOLVED, that pursuant to § 64-e of the New York Town Law, the acquisition of subject property also includes the acquisition of development rights and the right of the Town Board to transfer such rights at a future date; and be it further

RESOLVED, the monies to be expended for purchase of the foregoing property shall be drawn from the Town of East Hampton Community Preservation Fund Budget Account.

Financial Impact:
RESULT: ADOPTED [UNANIMOUS]

MOVER: Sylvia Overby, Councilwoman

SECONDER: Fred Overton, Councilman

AYES: Burke-Gonzalez, Van Scoyoc, Overby, Overton, Cantwell
SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building - 2nd Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, New York 11788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF EAST HAMPTON

SCTM NO.: 0300-155.00-01.00-030.000

Section 72-h, Gen'l Municipal Law

Amount

County Investment

$ 470.52

Purpose:

A. Affordable Housing

B. Open Space  X

C. Road/Highway

D. Drainage/Recharge Basin

E. Other

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

WRT: slb
## 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.
2016 INTRAGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL:

SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF EAST HAMPTON)
(SCTM NO. 0300-155.00-01.00-030.000)

PURPOSE OR GENERAL IDEA OF BILL:

Sale to Town of East Hampton, 207' x 212' x 134' x 368' vacant land approximately 0.94 acre for use in Open Space purposes.

SUMMARY OF SPECIFIC PROVISIONS:

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

JUSTIFICATION:

Attached Town Board resolution to transfer to the Town of East Hampton.

FISCAL IMPLICATIONS:

County investment repaid.
August 10, 2016

Jon Schneider
Deputy County Executive
H. Lee Dennison Building - 12th Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, NY 11788

Re: Tax Map No.: 0300-155.00-01.00-030.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real
Estate to a Municipality, State, or Federal Government.

Dear Mr. Schneider:

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

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

I would appreciate your placing this on the legislative agenda.

Yours truly,

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

WRT:slb

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

Copy of Resolution to:
CE Reso Review, (electronic copy)
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

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

2. Title of Proposed Legislation
   SALE OF COUNTY-OWNED REAL ESTATE
   PURSUANT TO SECTION 72-h OF THE
   GENERAL MUNICIPAL LAW
   (TOWN OF EAST HAMPTON)
   (SCTM NO. 0300-155.00-01.00-030.000)

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

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

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

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

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

8. Proposed Source of Funding
   Unknown

9. Timing of Impact
   2016

10. Typed Name & Title of Preparer    Signature of Preparer    Date
    R.J. Bhatt        Land Management Specialist
    [Signature]       [Signature]        8/11/16
    [Signature]       [Signature]        8/27/16
RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF EAST HAMPTON)
(SCTM NO. 0300-155.00-01.00-031.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of East Hampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0300 Section 155.00 Block 01.00 Lot 031.000 and acquired by Tax Deed on May 29, 2012 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on May 29, 2012 in Liber 12894 at Page 635 and described as follows, being and intended to be that parcel of land carried on the tax rolls of the Town of East Hampton under Suffolk County Tax Map No. District 0300 Section 155.00 Block 01.00 Lot 031.000; and

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

WHEREAS, the above described property is on the County's Comprehensive Master List for Proposed Open Space Acquisition; and

WHEREAS, the Town of East Hampton has requested that the County of Suffolk convey to the town the parcel being in size approximately 145' x 73' x 1933' x 136' x 2109' with a preliminary value range of $700,000.00 to $800,000.00 as described in Exhibit "A" annexed hereto; and

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

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

1st RESOLVED, that the Director of Real Estate, and/or his designee, hereby is authorized to execute and acknowledge a Quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions as hereinafter described to said Town of East Hampton for the sum of $2,701.10; which is the amount of the County's investment plus the pro rata share of taxes, and be it further

2nd RESOLVED, that the County of Suffolk hereby transfer the above described property subject to it being sterilized for Open Space Purposes to protect the aquifer and water supply, which property shall be kept in its natural state in perpetuity, except for property maintenance activities as may be appropriate, to effectuate the declaration of covenants and restrictions, entered into by the
Town of East Hampton, without impairing the essential nature and open character of the premises and subject to use for open space and recreational purposes, and be it further

3rd RESOLVED, that pursuant to Section C12-2(A)(2)(c), this property is to be permanently sterilized by a deed restriction and must remain as open space and Workforce Housing Development Rights shall be severed herewith (6.60) six and six tenths Workforce Housing Development Rights and placed in the Suffolk County Workforce Housing Transfer of Development Rights Program Registry pursuant to the Workforce Housing Development Rights Program as developed by the Department of Economic Development and Planning, consistent with Resolution No. 412-2005, as amended and approved by the Suffolk County Executive and the Suffolk County Legislature; and be it further

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

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

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

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

DATED: ______________________

APPROVED BY:

County Executive of Suffolk County
Date of Approval:
Suffolk County Merchants Path Authorize Acquisition and Amend 2015 M&S Plan

AUTHORIZE CPF ACQUISITION

AMEND THE 2015 MANAGEMENT AND STEWARDSHIP PLAN

Purported Owner: Suffolk County
Location: 123 & 128 Merchants Path, Wainscott
SCTM #: 300-155-1-30 & 31

WHEREAS, pursuant to § 247 of the General Municipal Law of the State of New York, the Town Board held a public hearing on June 4, 2015 to consider the acquisition of approximately 7.1 acres of land, located on 123 & 128 Merchants Path, Wainscott which lands are identified on the Suffolk County Tax Map as SCTM #300-155-1-30 & 31, and to amend the 2015 Management and Stewardship Plan to add these properties; and

WHEREAS, the purported owner has expressed a willingness to sell the above referenced properties in fee simple to the Town for the proposed purchase price of $3,171.62, plus survey, title, prorated tax, and recording charges; and

WHEREAS, the purpose of said acquisition is the preservation of Open Space; and

WHEREAS, the acquisition of the subject property is classified as a Type II Action pursuant to the State Environmental Quality Review Act (SEQRA); and

WHEREAS, the Town Board finds, pursuant to § 64-e (8) of the New York Town Law, that acquisition of the subject property by purchase is the best alternative, of all reasonable alternatives available to the Town, for protection of the community character of the Town of East Hampton; and
WHEREAS, on January 15, 2015, the Town Board adopted the 2015 Management & Stewardship Plan (M&S Plan) for CPF properties pursuant to Town Law 64-e (6) which requires a property to be included in this Plan in order to expense any management and stewardship costs to the Community Preservation Fund; and

WHEREAS, said M&S Plan shall be in effect for calendar year 2015 with updates permitted from time to time at the discretion of the Town Board after a public hearing; and

WHEREAS, this interest in real property may require management and stewardship activities; and

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized and directed to enter into a contract of sale with the record owner of the subject property, reputedly 123 & 128 Merchants Path, Wainscott, for the purpose of acquiring said property at a cost to the Town of East Hampton not to exceed $3,171.62, plus reasonable survey, title, prorated tax, and recording charges; and be it further

RESOLVED, that pursuant to contract the Supervisor is authorized and directed to execute any documents and the Town Budget Officer is directed to pay the purchase price and any and all reasonable survey, title, prorated tax, and recording charges, as may be necessary to effect the transfer of title; and be it further

RESOLVED, that the 2015 Management and Stewardship Plan is amended to include the above referenced properties; and be it further

RESOLVED, that pursuant to § 64-e of the New York Town Law, the acquisition of subject property also includes the acquisition of development rights and the right of the Town Board to transfer such rights at a future date; and be it further

RESOLVED, the monies to be expended for purchase of the foregoing property shall be drawn from the Town of East Hampton Community Preservation Fund Budget Account.

Financial Impact:
$3,171.62 plus closing costs from CPF budget account

RESULT:  ADOPTED [UNANIMOUS]

MOVER:  Sylvia Overby, Councilwoman

SECONDER:  Fred Overton, Councilman

AYES:  Burke-Gonzalez, Van Scyoc, Overby, Overton, Cantwell
SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF EAST HAMPTON

SCTM NO.: 0300-155.00-01.00-031.000
Section 72-h, Gen'l Municipal Law

County Investment

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Affordable Housing</td>
<td></td>
</tr>
<tr>
<td>B. Open Space</td>
<td>X</td>
</tr>
<tr>
<td>C. Road/Highway</td>
<td></td>
</tr>
<tr>
<td>D. Drainage/Recharge Basin</td>
<td></td>
</tr>
<tr>
<td>E. Other</td>
<td></td>
</tr>
</tbody>
</table>

$2,701.10

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

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

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

2. Title of Proposed Legislation
   SALE OF COUNTY-OWNED REAL ESTATE
   PURSUANT TO SECTION 72-h OF THE
   GENERAL MUNICIPAL LAW
   (TOWN OF EAST HAMPTON)
   (SCTM NO. 0300-155.00-01.00-031.000)

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

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

5. If the answer to Item 4 is "yes", on what will it impact?
   X County   _______Town   _______Economic Impact
   _______Village   X School District   _______Other (Specify):
   _______Library District   _______Fire District

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

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

8. Proposed Source of Funding
   Unknown

9. Timing of Impact
   2016

10. Typed Name & Title of Preparer
    R.J. Bhatt  Land Management Specialist
    Signature of Preparer  Date
    ________________________  8/21/16
# Financial Impact
2016 Property Tax Levy
Cost to the Average Taxpayer

## General Fund

<table>
<thead>
<tr>
<th></th>
<th>2016 Property Tax Levy</th>
<th>2016 Cost to Avg Taxpayer</th>
<th>2016 AV Tax Rate Per $100</th>
<th>2016 FV Tax Rate Per $1000</th>
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<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
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## Police District and District Court

<table>
<thead>
<tr>
<th></th>
<th>2016 Property Tax Levy</th>
<th>2016 Cost to Avg Taxpayer</th>
<th>2015 AV Tax Rate Per $100</th>
<th>2016 FV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
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## Combined

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<th>2016 Property Tax Levy</th>
<th>2016 Cost to Avg Taxpayer</th>
<th>2015 AV Tax Rate Per $100</th>
<th>2016 FV Tax Rate Per $1000</th>
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<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Notes:
1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2015.
3) Source for equalization rates: 2015 County Equalization Rates established by the New York State Board of Equalization and Assessments.

Page 2 of 2

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

SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF EAST HAMPTON)
(SCTM NO. 0300-155.00-01.00-031.000)

PURPOSE OR GENERAL IDEA OF BILL:

Sale to Town of East Hampton, 145' x 73' x 1933' x 136' x 2109' vacant land approximately 6.10 acre for use in Open Space purposes.

SUMMARY OF SPECIFIC PROVISIONS:

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

JUSTIFICATION:

Attached Town Board resolution to transfer to the Town of East Hampton.

FISCAL IMPLICATIONS:

County investment repaid.
August 10, 2016

Jon Schneider  
Deputy County Executive  
H. Lee Dennison Building - 12th Floor  
100 Veterans Memorial Highway  
Post Office Box 6100  
Hauppauge, NY 11788

Re: Tax Map No.: 0300-155.00-01.00-031.000  
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to a Municipality, State, or Federal Government.

Dear Mr. Schneider:

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

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

I would appreciate your placing this on the legislative agenda.

Yours truly,

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

WRT:slb

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

Copy of Resolution to:  
CE Reso Review, (electronic copy)
RESOLUTION NO. – 2016, HONORING AN AMERICAN HERO, ARMY RANGER SGT. JASON SANTORA, BY RENAMING A PORTION OF COUNTY ROAD 16

WHEREAS, Army Ranger Sgt. Jason Santora was raised in Medford and graduated from Sachem High School; and

WHEREAS, Army Ranger Sgt. Jason Santora enlisted in the U.S. Army in March 2006 and, as a member of the 3rd Battalion, 75th Ranger Regiment, was deployed both to Iraq and Afghanistan; and

WHEREAS, Army Ranger Sgt. Santora, a Suffolk County resident, gave his life in service to our nation on April 23, 2010 in Logar Province, Afghanistan; and

WHEREAS, in recognition of his bravery and selflessness, Army Ranger Sgt. Santora was posthumously awarded the Silver Star, Purple Heart, Bronze Star Medal and the Meritorious Service Medal; and

WHEREAS, it would be fitting to name a portion of County Road 16 in honor of Army Ranger Sgt. Jason Santora to acknowledge his contributions to Suffolk County and the sacrifice he made in defense of our nation; now, therefore be it

1st RESOLVED, that the portion of County Road 16, between Leeds Boulevard in Farmingdale and County Road 83 (Patchogue/Mt. Sinai Road), is hereby renamed Army Ranger Sgt. Jason Santora Avenue; and be it further

2nd RESOLVED, that the Suffolk County Department of Public Works is hereby authorized, empowered, and directed, pursuant to Chapter 1075 of the SUFFOLK COUNTY CODE, to take all actions necessary and appropriate to effectuate this naming and dedication; and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
RESOLUTION NO. -2016, REAPPOINT MEMBER TO THE
SUFOlk COUNTY BOARD OF TRUSTEES OF PARKS,
RECREATION, AND CONSERVATION (ARTHUR
LEUDESDORF)

WHEREAS, §28-1(C) of the Suffolk County Charter establishes the Board of
Trustees of Parks, Recreation and Conservation; and

WHEREAS, each of the ten towns in Suffolk County shall have a representative
recommended by the Supervisor to serve a five-year term as Trustee; and

WHEREAS, Resolution No. 830-2014 appointed Arthur Leudesdorf as the
representative of the Town of Southold; now, therefore be it

1st RESOLVED, that Arthur Leudesdorf from Southold, New York, is hereby
reappointed, pursuant to Section 28-1(C) of the Suffolk County Charter, as a member of the
Suffolk County Board of Trustees of Parks, Recreation, and Conservation as the representative
of the Town of Southold, for a term of office to expire on February 28, 2021.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO SECTION C28-3 OF THE SUFOlk COUNTY
CHARTER.

s:\res\r-reappt-leudesdorf-parks
RESOLUTION NO. -2016, DESIGNING THE WEEK OF SEPTEMBER 5th THROUGH SEPTEMBER 11th AS “SUICIDE PREVENTION WEEK” IN SUFFOLK COUNTY

WHEREAS, suicide is a major public health concern as over 41,000 people die by suicide each year in the United States, making it the tenth leading cause of death overall; and

WHEREAS, suicide and suicidal behavior does not discriminate; people of all genders, ages and ethnicities can be at risk for suicide; and

WHEREAS, the risk for suicidal behavior is complex and includes mental illness, substance abuse, previous suicide attempts, hopelessness, access to lethal means, recent loss of loved ones, vulnerability to self-harm, and withdrawal from friends, family and society; and

WHEREAS, effective suicide prevention is based on sound research, programs that prevent suicide take into account a person’s risk factors and promote interventions that are appropriate, such as psychotherapy, treatment for drug and alcohol abuse and medication; and

WHEREAS, the County of Suffolk wishes to designate the week of September 5th through September 11th as “Suicide Prevention Week” in Suffolk County to raise awareness around the issues of suicide and suicide prevention; now, therefore be it

1st RESOLVED, that the week of September 5th through September 11th, 2016 shall be designated as “Suicide Prevention Week” in Suffolk County to raise awareness that suicide is a major preventable cause of premature death; and be it further

2nd RESOLVED, that commencing in 2017 and continuing every year thereafter Suicide Prevention Week in Suffolk County will be the Monday through Sunday surrounding World Suicide Prevention Day on September 10th; and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res7r-suicide-prevention-week
RESOLUTION NO. -2016, TRANSFERRING ASSESSMENT STABILIZATION RESERVE FUNDS TO THE CAPITAL FUND, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS FOR CHEMICAL BULK STORAGE FACILITIES FOR SANITARY FACILITIES IN SUFFOLK COUNTY SEWER DISTRICTS (CP 8178)

WHEREAS, the sanitary facilities under the ownership and operation of Suffolk County require various chemicals to enhance treatment and assist in meeting effluent limitations; and

WHEREAS, there exists a need to prevent the delivery, storage, and use of these chemicals from causing environmental impacts; and

WHEREAS, the project is underway and additional design and construction costs have been identified; and

WHEREAS, this project will involve and benefit all sewer districts; and

WHEREAS, the Administrative Head of the Sewer Districts has requested that funds be appropriated to cover design, installation and construction costs associated with the Chemical Bulk Storage facilities; 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 2014 Capital Budget, as the basis for funding Capital Projects such as this project; and

WHEREAS, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, Resolution 903-2003, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5 (C) (7) and (25), as a Type II action, the Legislature has no further responsibilities under SEQRA; and

WHEREAS, it is proposed that the Assessment Stabilization Reserve Fund (404 & 405) each provide $125,000 for the purpose of continuing the project (total $250,000); now therefore, be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-five (65), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd RESOLVED, that the use of $250,000 from the Assessment Stabilization Reserve Fund is hereby authorized to pay for the installation and construction costs associated with Chemical Bulk Storage facilities at Suffolk County Sewer Districts; and be it further
3rd RESOLVED, that the County Comptroller and County Treasurer be and they hereby are authorized and directed to transfer funds and accept proceeds as follows:

Interfund Expenditures

404-IFT-E527-Transfer to Sewer District Capital Fund 527
405-IFT-E528-Transfer to Southwest Sewer District Capital Fund 528

Amount
$125,000
$125,000

Interfund Revenues:

527-IFT-R404 – Transfer from ASRF Fund 404
(Ref. 527-CAP-IFTR-R404)
528-IFT-R405 – Transfer from Southwest ASRF Fund 405
(Ref. 528-CAP-IFTR-R405)

Amount
$125,000
$125,000

; and be it further

4th RESOLVED, that the 2016 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 8178
Project Title: Construction of Chemical Bulk Storage Facilities for Sanitary Facilities in Suffolk County Sewer Districts

<table>
<thead>
<tr>
<th></th>
<th>Current 2016</th>
<th>Revised 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Estimated</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cost</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Planning &amp; Design</td>
<td>$50,000</td>
<td>$0</td>
</tr>
<tr>
<td>Construction</td>
<td>$3,225,000</td>
<td>$125,000 (405)</td>
</tr>
<tr>
<td></td>
<td>$3,275,000</td>
<td>$125,000 (405)</td>
</tr>
<tr>
<td></td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

; and be it further

5th RESOLVED, that funds in the amount of $250,000 from the Assessment Stabilization Reserve Fund be and hereby are appropriated as follows:

<table>
<thead>
<tr>
<th>PROJECT NO.</th>
<th>PROJECT TITLE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>527-CAP-8178.319</td>
<td>Construction of Chemical Bulk Storage Facilities for Sanitary Facilities in Suffolk County Sewer Districts</td>
<td>$125,000</td>
</tr>
<tr>
<td>(Fund 404)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>528-CAP-8178.320</td>
<td>Construction of Chemical Bulk Storage Facilities for Sanitary Facilities in Suffolk County Sewer Districts</td>
<td>$125,000</td>
</tr>
<tr>
<td>(Fund 405)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

; 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 Title 6 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 or continuing agency administration and management; and be it further

7th RESOLVED, that the Administrative Head of the Sewer Districts be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the purchase of equipment.

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
   Transferring Assessment Stabilization Reserve Funds to the Capital Fund, and Appropriating Funds for Chemical Bulk Storage Facilities for Sanitary Facilities in Suffolk County Sewer Districts (CP 8178).

3. Purpose of Proposed Legislation
   The recommendation requests the use of the Assessment Stabilization Reserve Fund 404 and Southwest Stabilization Reserve Fund 405 as the funding for the project.

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): X
   Library District Fire District     Sewer District

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact
   The legislation will allow the engineering planning and installation to continue for the Chemical Bulk Storage Facilities for the Suffolk County Sewer Districts.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
   2016 - $250,000 appropriated from the Assessment Stabilization Reserve Funds.

8. Proposed Source of Funding
   Assessment Stabilization Reserve Funds 404 and 405

9. Timing of Impact
   2016

10. Typed Name & Title of Preparer
    Ben Wright, P.E.
    Principal Civil Engineer
    Sanitation

11. Signature of Preparer
    [Signature]

12. Date
    3/4/16
### GENERAL FUND

<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>TOTAL</strong></td>
<td>$0</td>
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### POLICE DISTRICT AND DISTRICT COURT

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<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
<th>2016 FV TAX RATE PER $1000</th>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
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### COMBINED

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<tr>
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<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
<th>2016 FV TAX RATE PER $1000</th>
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<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
2016 INTERGOVERNMENTAL RELATIONS MEMORANDUM OF SUPPORT

TITLE OF BILL - Transferring Assessment Stabilization Reserve Funds to the Capital Fund, and Appropriating Funds for Chemical Bulk Storage Facilities for Sanitary Facilities in Suffolk County Sewer Districts – (CP 8178).

PURPOSE OR GENERAL IDEA OF BILL - To appropriate funds for an ongoing project involved with upgrading and constructing chemical bulk storage facilities at all County sewer districts.

SUMMARY OF SPECIFIC PROVISONS - Project involves construction of truck containment areas, storage tank safety devices, and other related documents. Consultation assistance is required in some instances.

JUSTIFICATION - NYSDEC regulations require chemical bulk storage facilities to meet specific requirements and this program is to insure that those regulations are met.

FISCAL IMPLICATIONS - $250,000 will supplement additional funds and be utilized in 2016 and possibly 2017. The Assessment Stabilization Reserve Fund 404 and Southwest Stabilization Reserve Fund 405 are used for the respective districts.
MEMORANDUM

TO: Jon Schneider, Deputy County Executive
FROM: Gilbert Anderson, P.E., Commissioner
SUBJECT: A Draft Resolution Transferring Assessment Stabilization Reserve Funds to the Capital Fund, and Appropriating Funds for Chemical Bulk Storage Facilities for Sanitary Facilities in Suffolk County Sewer Districts (CP 8178)
DATE: March 4, 2016

Attached is a draft resolution with appropriate forms and backup for Chemical Bulk Storage facilities for the various County Sewer Districts filed as Reso DPW CP 8178 ASRF CBS 3-4-16 and Reso-Backup DPW CP 8178 ASRF CBS 3-4-16. The project has been ongoing and additional construction costs have been identified. The project involves construction of a truck containment area at each facility, storage tank safety devices and appropriate documents. Consultant assistance is in place. The additional funds ($250,000) are identified in the Adopted 2016 Capital Budget and Program. We have prepared the draft resolution with the ASRF source of funding. The Assessment Stabilization Reserve Fund 404 and Southwest Stabilization Reserve Fund 405 are used for the respective districts. The project is being performed in accordance with an NYSDEC regulation.

We would request that this resolution be laid on the table at your convenience.

GA:BW:ni
Attachment
cc: John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
CE Reso Review
H:\SANITATION\resolutions\2016 Resolutions\ga-bw3-4-16 Backup DPW ASRF Chemical Bulk Storage CP 8178 memo to JSchneider.doc
RESOLUTION NO. 1816-16, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $137,025 IN FEDERAL PASS-THROUGH FUNDING FROM THE STATE OF NEW YORK GOVERNOR’S TRAFFIC SAFETY COMMITTEE TO PROVIDE ENHANCED ENFORCEMENT OF MOTOR VEHICLE AND TRAFFIC LAWS AND REGULATIONS WITH 79.6% SUPPORT

WHEREAS, the State of New York Governor’s Traffic Safety Committee (GTSC) has awarded $137,025 in Federal Highway Safety pass-through funds to the Suffolk County Police Department to continue its initiative of targeted enforcement focusing on motor vehicle and traffic laws and regulations concerning motor vehicle passenger restraint, aggressive and distracted driving, school bus and graduated license regulations; and

WHEREAS, the operational period for this program will be from October 1, 2016, through September 30, 2017; and

WHEREAS, said grant funds totaling $137,025 have not been included in the 2016 Suffolk County Operating Budget; now, therefore, be it

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

Safe Driving Enforcement 2017 - $137,025

REVENUES:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
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<tr>
<td>115</td>
<td>POL</td>
<td>3768</td>
<td>4236</td>
<td>135,520</td>
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</tbody>
</table>

ORGANIZATIONS:

Police Department (POL)
Safe Driving Enforcement 2017
115-POL-3768- $137,025

1000-PERSONAL SERVICES: $135,520

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<th>Fund</th>
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<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
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<td>3768</td>
<td>1120</td>
<td>0000</td>
<td>Overtime</td>
<td>135,520</td>
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2000-EQUIPMENT: $1,505

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<th>Dept</th>
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<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>115</td>
<td>POL</td>
<td>DEG</td>
<td>3768</td>
<td>2500</td>
<td>0000</td>
<td>Other Equipment</td>
<td>1,505</td>
</tr>
</tbody>
</table>
and be it further

2nd RESOLVED, that the non-reimbursable fringe benefits of approximately $35,167 associated with the overtime salaries for this grant are included in the 2016 Suffolk County Operating Budget; and be it further

3rd RESOLVED, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the State of New York Governor's Traffic Safety Committee; and be it further

4th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk county Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notice of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

(County Executive of Suffolk County)

Date of Approval:
TITLE OF BILL: Accepting and appropriating a grant in the amount of $137,025 in Federal pass-through funding from the State of New York Governor’s Traffic Safety Committee to provide enhanced enforcement of motor vehicle traffic laws and regulations with 79.6% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $137,025 in grant funding to support the Suffolk County Police Department’s program to target motor vehicle passenger restraint, aggressive and distracted driving, passing school bus, and graduated license infractions in Suffolk County.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept Federal pass-through funding in the amount of $137,025 to be used to support enhanced enforcement of motor vehicle laws and regulations concerning passenger restraint, aggressive and distracted driving, school bus passing, and graduated licenses in Suffolk County.

JUSTIFICATION: The Suffolk County Police Department enforces NYS Vehicle and Traffic Law regulations with regard to motor vehicle passenger restraint, aggressive/distracted driving, school bus passing, and graduated licenses in Suffolk County. Acceptance of this funding will support enhanced efforts to enforce these laws and regulations in Suffolk County.

FISCAL IMPLICATIONS: Non-reimbursable employee benefit costs of approximately $35,167 will be incurred from October 1, 2016 through September 30, 2017. Additional costs will only be incurred if the program receives funding in subsequent years.
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>XX</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Title of Proposed Legislation

Accepting and appropriating a grant in the amount of $137,025 in Federal pass-through funding from the State of New York Governor’s Traffic Safety Committee to provide enhanced enforcement of motor vehicle and traffic laws and regulations with 79.6% support.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

The resolution provides $137,025 for participation in the Safe Driving Enforcement 2017 grant program.

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

The funds provided by this grant must be expended between October 1, 2016 and September 30, 2017.

8. Proposed Source of Funding

$35,167, non-reimbursable fringe benefits costs are included in the 2016 operating budget.

9. Timing of Impact

Effective October 1, 2016

10. Typed Name & Title of Preparer
    Susan C. Krause, Grants Analyst

11. Signature of Preparer
    [Signature]

12. Date
    July 6, 2016

SCIN FORM 175b (10/95)
## FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

**GENERAL FUND**

<table>
<thead>
<tr>
<th></th>
<th>2015 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2016* COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2015 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**POLICE DISTRICT AND DISTRICT COURT**

<table>
<thead>
<tr>
<th></th>
<th>2015 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2016* COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2015 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**COMBINED**

<table>
<thead>
<tr>
<th></th>
<th>2015 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2016* COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2015 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

*The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 property tax levy and is provided for informational purposes only.*

**NOTES:**


3) SOURCE FOR EQUALIZATION RATES: 2014 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
**I. BACKGROUND INFORMATION**

1. Grant Title: Safe Driving Enforcement 2017


3. Grant/Contract Status (Check One Box)
   A. ___ New Program Application
   B. **X** Renewal Application
   C. ___ Supplemental (Specify)
   D. ___ Extension of Funding Period
   E. ___ Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
   Funding will allow the Suffolk County Police Department to continue to perform targeted enforcement of motor vehicle passenger restraint and aggressive and distracted driving regulations as well as school bus passing regulations and graduated license restrictions.

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

**II. BUDGET INFORMATION**

1. Term of Contract
   From: 10/01/16 To: 09/30/17

2. Financial Assistance Requested

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>FIRST FUNDING CYCLE</th>
<th>SECOND FUNDING CYCLE</th>
<th>THIRD FUNDING CYCLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
</tr>
<tr>
<td>Federal</td>
<td>$135,425</td>
<td>79.33%</td>
<td>$137,025</td>
</tr>
<tr>
<td>State</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Private</td>
<td>$</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>County</td>
<td>$35,288</td>
<td>20.67%</td>
<td>$35,167</td>
</tr>
<tr>
<td>Total</td>
<td>$170,713</td>
<td>100%</td>
<td>$172,192</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>$35,167</td>
<td></td>
<td>$35,167</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td>$35,167</td>
<td>$</td>
<td>$35,167</td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

4. Total Number of New Positions Requested 0

5. Can This Program Be Refunded by the Proposed Non-County Sources? X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).

N/A

III. COUNTY EXECUTIVE’S OFFICE REVIEW

1. Intergovernmental Relations Division Review: Approved Disapproved

2. Signature of Coordinator

3. Date

4. Comments

5. Budget Office Review: Approved Disapproved

6. Signature of Budget Director

7. Date

8. Comments

SCIN FORM 164
<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>APPROPRIATION NUMBER GRANTOR FUNDS</th>
<th>APPROPRIATION NUMBER COUNTY FUNDS</th>
<th>APPROPRIATION NUMBER IN-KIND CONTRIBUTION</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4400 FEES FOR FACILITIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4410 Rent: Offices &amp; Buildings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4500 FEES FOR SERVICES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4560 Fees for Services, Non-Employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4900 CONTRACTED SERVICES (LIST)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8000 EMPLOYEE BENEFITS:</td>
<td></td>
<td>35,167</td>
<td>33,202</td>
<td></td>
</tr>
<tr>
<td>8280 Retirement</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8300 Insurance: Worker Compensation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8330 Social Security</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8360 Health Insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8380 Dental Insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER (List Source &amp; Brief Explanation)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

These expenses are not eligible for funding under this program.

I certify that the above in-kind contribution are not currently being used to support other grants

SCIN Form 164D (10-80)
<table>
<thead>
<tr>
<th>TITLE OF POSITION</th>
<th>GRADE / STEP</th>
<th>SALARY</th>
<th>EMPLOYEE NAME</th>
<th>SOURCE OF FUNDING BY %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer</td>
<td>6</td>
<td>$107.95 HR/ OT</td>
<td>Various</td>
<td>100%</td>
</tr>
<tr>
<td>Sergeant</td>
<td></td>
<td>$127 HR/ OT</td>
<td>Various</td>
<td>100%</td>
</tr>
</tbody>
</table>
June 17, 2016

Sarah Furey
Sr. Grants Analyst
Suffolk County Police Department
30 Yaphank Avenue
Yaphank, NY 11980-9641

Re:    HS1-2017-Suffolk Co PD -00246-(052)
       Suffolk County Police Safe Driving Enforcement (SDE) 2017
       DMV01-C002311-3700393
       CFDA #: 20.600
       EFFECTIVE DATE: October 1, 2016

Dear Sr. Grants Analyst Sarah Furey:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that the Suffolk County Police Department has been awarded $137,025 to participate in New York State's Highway Safety Program. Our goal is to reduce the number of crashes, injuries and deaths on New York’s roads.

The enclosed contracts must be signed by your agency and returned to our office. Contracts will be effective only upon final approval by the New York State Office of the State Comptroller.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in New York State’s Highway Safety Program. I wish you success in your efforts. If you have any questions, please contact the Governor’s Traffic Safety Committee at (518) 474-5111.

Sincerely,

Charles R. DeWeese
Assistant Commissioner

CRD:10
Enclosure
cc: Paul Hyland
<table>
<thead>
<tr>
<th>STATE AGENCY (Name &amp; Address):</th>
<th>BUSINESS UNIT/DEPT. ID: DMV01/3700393</th>
</tr>
</thead>
<tbody>
<tr>
<td>New York State Governor's Traffic Safety Committee 6 Empire State Plaza, Room 410B Albany, NY 12228</td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR SFS PAYEE NAME:</td>
<td>TRANSACTION TYPE:</td>
</tr>
<tr>
<td>SUFFOLK COUNTY OF</td>
<td>□ New</td>
</tr>
<tr>
<td>CONTRACTOR DOS INCORPORATED NAME:</td>
<td>□ Renewal</td>
</tr>
<tr>
<td></td>
<td>□ Amendment</td>
</tr>
<tr>
<td>CONTRACTOR IDENTIFICATION NUMBERS:</td>
<td>PROJECT NAME:</td>
</tr>
<tr>
<td>NYS Vendor ID Number: 1000000809</td>
<td>Suffolk County Police Safe Driving Enforcement (SDE) 2017</td>
</tr>
<tr>
<td>Federal Tax ID Number: 116000464</td>
<td></td>
</tr>
<tr>
<td>DUNS Number (if applicable): 103800934</td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR PRIMARY MAILING ADDRESS:</td>
<td>AGENCY IDENTIFIER:</td>
</tr>
<tr>
<td>100 VETERANS MEMORIAL HIGHWAY H. LEE DENNISON BLDG 9TH FL HAUPPAUGE, NY 11788</td>
<td>HS1-2017-Suffolk Co PD -00246-(052)</td>
</tr>
<tr>
<td>CONTRACTOR PAYMENT ADDRESS:</td>
<td>CFDA NUMBER (Federally Funded Grants Only):</td>
</tr>
<tr>
<td>□ Check if same as primary mailing address</td>
<td>20.600</td>
</tr>
<tr>
<td>CONTRACT Mailing Address:</td>
<td>CONTRACTOR STATUS:</td>
</tr>
<tr>
<td>□ Check if same as primary mailing address</td>
<td>□ For Profit</td>
</tr>
<tr>
<td>30 YAPHANK AVENUE YAPHANK, NY 11980</td>
<td>□ Municipality, Code: 470100000000</td>
</tr>
<tr>
<td></td>
<td>□ Tribal Nation</td>
</tr>
<tr>
<td></td>
<td>□ Individual</td>
</tr>
<tr>
<td></td>
<td>□ Not-for-Profit</td>
</tr>
<tr>
<td></td>
<td>Charities Registration Number:</td>
</tr>
<tr>
<td></td>
<td>Exemption Status/Code:</td>
</tr>
<tr>
<td></td>
<td>□ Sectarian Entity</td>
</tr>
</tbody>
</table>
CURRENT CONTRACT TERM:
From: 10/01/2016 To: 09/30/2017

CURRENT CONTRACT PERIOD:
From: 10/01/2016 To: 09/30/2017

AMENDED TERM:
From: To:

AMENDED PERIOD:
From: To:

CONTRACT FUNDING AMOUNT
(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):

CURRENT: $137,025

AMENDED:

FUNDING SOURCE(S)
- State
- Federal
- Other

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

<table>
<thead>
<tr>
<th>#</th>
<th>CURRENT PERIOD</th>
<th>CURRENT AMOUNT</th>
<th>AMENDED PERIOD</th>
<th>AMENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<tr>
<td>3</td>
<td></td>
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<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:  
  - A-1 Program Specific Terms and Conditions
  - A-2 Federally Funded Grants and Requirements Mandated by Federal Laws

- Attachment B:  
  - B-1 Expenditure Based Budget
  - B-3 Capital Budget
  - B-1(A) Expenditure Based Budget (Amendment)
  - B-2(A) Performance Based Budget (Amendment)
  - B-3(A) Capital Budget (Amendment)
  - B-4(A) Net Deficit Budget (Amendment)

- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule

Contract Number: # C002311
Page 2 of 2
Master Grant Contract, Face Page
IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:
SUFFOLK COUNTY OF

By: ___________________________

[Printed Name]

Title: ___________________________

Date: ___________________________

STATE AGENCY:
New York State Governor's Traffic Safety Committee

By: ___________________________

[Printed Name]

Mary Arthur

Title: Program Manager

Date: ___________________________

STATE OF NEW YORK

County of _______________________

On the ___ day of ____________, ____, before me personally appeared ________________________, known, who being by me duly sworn, did depose and say that he/she resides at ________________________, that he/she is the ________________________ of the ________________________, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) ___________________________

ATTORNEY GENERAL'S SIGNATURE

_______________________________

[Printed Name]

Title: ___________________________

Date: ___________________________

STATE COMPTROLLER'S SIGNATURE

_______________________________

[Printed Name]

Title: ___________________________

Date: ___________________________
STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than
five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2\(^1\), Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2\(^2\), Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

---

\(^1\) To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

\(^2\) To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

Contract Number: # C002311
Page 2 of 26, Master Contract for Grants - Standard Terms and Conditions (August 2014)
appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.


H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
   a) by certified or registered United States mail, return receipt requested;
   b) by facsimile transmission;
   c) by personal delivery;
   d) by expedited delivery service; or
   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor’s designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State’s previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC’s approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.3

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

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3As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.
that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

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

1. Grounds:

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

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

   c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor’s expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

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

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

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

2. Notice of Termination:

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

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

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

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. **Effect of Notice and Termination on State’s Payment Obligations**:

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

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

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

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

   a) the repayment to the State of any monies previously paid to the Contractor; or

   b) the return of any real property or equipment purchased under the terms of the Master Contract; or

   c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, “Full Execution” shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.
B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

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

C. Claims for Reimbursement:

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

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

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

   a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

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The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) **Monthly Reimbursement:** The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) **Biannual Reimbursement:** The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) **Milestone/Performance Reimbursement:** Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

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

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

g) **Scheduled Reimbursement:** The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

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

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

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

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

h) **Interim Reimbursement:** The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

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

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

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

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

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

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

**D. Identifying Information and Privacy Notification:**

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

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

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

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

(iii) **Expenditure Report:** The Contractor shall submit, on a quarterly basis, not later than
the time period listed in Attachment D (Payment and Reporting Schedule), a detailed
expenditure report, by object of expense. This report shall accompany the voucher
submitted for such period.

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

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

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and
Reporting Schedule), the Contractor shall provide the State Agency with the following
reports as required by the following provisions and Attachment D (Payment and Reporting
Schedule) as applicable:
(i) Progress Report: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor’s progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor
agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

B. Subcontractors:

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

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

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide
detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen
(15) calendar days after execution. The State may request from the Contractor copies of
subcontracts between a subcontractor and its subcontractor.

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

C. Use Of Material, Equipment, Or Personnel:

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

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

D. Property:

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

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

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

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

   d) The Contractor shall be responsible for maintaining and repairing Property purchased or
      procured under the Master Contract at its own cost and expense. The Contractor shall
      procure and maintain insurance at its own cost and expense in an amount satisfactory to the
      State Agency, naming the State Agency as an additional insured, covering the loss, theft or
      destruction of such equipment.
e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

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

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

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

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

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

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

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

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

E. Records and Audits:

1. General:

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

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

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

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

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

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

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

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

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

2. Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor’s costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

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

G. **Publicity:**

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

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

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor’s performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first
submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

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

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

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

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

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

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

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

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

I. Workers' Compensation Benefits:

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

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

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

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

   a) to require updates or clarifications to the Questionnaire upon written request;

   b) to inquire about information included in or required information omitted from the Questionnaire;

   c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

   d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

   e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees
to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

   a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

   b) the State’s discovery of any material information which pertains to the Contractor’s responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

P. Consultant Disclosure Law:9 If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

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9 Not applicable to not-for-profit entities.
prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.
DATE OF PROJECT - Projects are funded for one year and must coincide with the federal fiscal year, with a start date of October 1 and an end date of September 30.

BUDGET - Any changes in the approved budget must be submitted though the eGrants system and approved by the GTSC before the cost is incurred. A budget modification cannot increase the dollar amount of the grant award.

PAYMENTS - This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC. Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis. Payment is issued through the New York State Comptroller’s Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form generated through the eGrants system must be printed, signed, dated and mailed with supporting documentation to: New York State Governor’s Traffic Safety Committee, Attn: Accounting Unit, 6 Empire State Plaza, Room 410B, Albany, NY 12228. The claim for payment reimbursement request must be submitted through the eGrants system and the documentation mailed (postmarked) to the GTSC by the due dates listed in Attachment D of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 31. Claim for payment reimbursement requests must be submitted through the eGrants system, and the signed and dated Claim for Payment form with supporting documentation must be mailed (postmarked) to the GTSC by October 31, as the National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC’s Claim for Payment Instruction Guide, which is available on the SafeNY.ny.gov “Forms” page.

Commodity orders and equipment required to conduct the project activities as described in the grant narrative must be received by July 31.

Equipment that costs $5,000 or more per item needs prior written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval before the item is purchased.

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials must include the following acknowledgement: “Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor’s Traffic Safety Committee”. The information provided in these materials must be directly related to the initiatives approved in the grant.

REPORTING - The GTSC requires a semi-annual progress report and final progress report on all funded projects. Reports must be submitted through the eGrants system by the due dates listed in Attachment D of this contract. If an agency did not conduct grant funded activity during the reporting period, a semi-annual progress report and final progress report stating so are required. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities. This reporting would be in addition to the semi-annual progress report and final progress report.

MONITORING - The GTSC has the right to conduct on-site monitoring of grant funded projects, during the grant year or within 3 years after the end of the grant. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one year period. Any contract resulting from this RFA will be effective only upon approval by the NYS Office of the State Comptroller.
FEDERAL POLICY - Policies and procedures of the following federal regulations may be applicable:

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18;
Uniform Procedures for State Highway Safety Programs 23 CFR Part 1200;
Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards 2 CFR Part 200

Grantees must also be aware of the following certifications and assurances that are imposed upon them as part of the above regulations:

NONDISCRIMINATION

The Contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

BUY AMERICA ACT

The Contractor will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-4 domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The Contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a contract official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. The prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this grant is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b. Have not within a three-year period preceding this grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d. Have not within a three-year period preceding this grant had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant.
Instructions for Lower Tier Certification

1. The prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this grant that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions (see below).

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this grant, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant.

Contract Number: # C002311
Page 4 of 4, Attachment A-2 – Federally Funded Grants and Requirements Mandated by Federal Laws
**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET**

**SUMMARY**

**PROJECT NAME:** Suffolk County Police Safe Driving Enforcement (SDE) 2017  
**CONTRACTOR SFS PAYEE NAME:** SUFFOLK COUNTY OF  
**CONTRACT PERIOD:**  
From: 10/01/2016  
To: 09/30/2017

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<th>Fringe Amount</th>
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<tr>
<td>Total</td>
<td>$0</td>
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## ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

### SUMMARY

**PROJECT NAME:** Suffolk County Police Safe Driving Enforcement (SDE) 2017  
**CONTRACTOR SFS PAYEE NAME:** SUFFOLK COUNTY OF  
**CONTRACT PERIOD:**  
From: 10/01/2016  
To: 09/30/2017

### Equipment

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### Other Costs

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<tr>
<td><strong>Total</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Other Than Personal Services</th>
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<tr>
<td><strong>Grand Total</strong></td>
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</tbody>
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---

Contract Number: # C002311  
Page 2 of 2, Attachment B-1 – Expenditure Based Budget
ATTACHMENT C – WORK PLAN

PROJECT NAME: Suffolk County Police Safe Driving Enforcement (SDE) 2017
CONTRACTOR SFS PAYEE NAME: SUFFOLK COUNTY OF

CONTRACT PERIOD:
From: 10/01/2016
To: 09/30/2017

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

SEE ATTACHED WORK PLAN
Problem Identification

In 2015, Suffolk continued to have more licensed drivers and registered vehicles than any other county in New York State, with 9.6% of all licensed drivers and 11.4% of registered vehicles. (NYS DMV 2015 License and Registration data). Suffolk is over-represented in total and fatal crashes in the state, with 10.3% of total (second in NYS) and 12% of fatal crashes, by far the most in the state (NYS Crash Data By County, 2014, TSSR). In 2014 Suffolk also again led the State in speed related crashes, again by a significant margin (NYS Speed-Related Crash Data by County 2014, TSSR). In Suffolk 85% of all 2014 police reported crashes reported human contributing factors, including aggressive driving and distracted driving, as compared with 78.5% statewide. The most active days of the week for crashes are Monday through Friday, 6am – 9pm; with the 3-6pm time slot having the most crashes, especially Fridays. Much of this information can be correlated to weekly commuting traffic (Suffolk County Crash Summary 2014, TSSR). There is also a noticeable uptick on Saturday evenings. Young drivers continue to be over-represented in fatal and personal injury crashes, with <20 year old drivers involved in 10.3% of fatal crashes in the county (Suffolk County Crash Summary 2014, TSSR). The 2015 Observational Survey of Seat Belt Use reported only an 88.37% compliance rate for Suffolk, lowest of the sampled counties. The percentage of vehicle occupants killed with no restraint in Suffolk was 31%. In addition, the percentage of unrestrained occupants killed in the 14-20 age group was high in Suffolk at 13.6% (Suffolk County Crash Summary 2014, TSSR).

Each of the seven Suffolk County Police Department Precincts has identified high crash corridors for targeted enforcement. The Precinct Research Analyst or Data Officer sorts through the Incident Reporting System, the Computer Assisted Dispatch system, and more recently the Apriss system to obtain crash data particulars, including locations, time of day and type of crash, including contributing factors. In addition, the precincts receive input from the community relative to locations known for speeding. Each precinct handles the data analysis somewhat differently, however there is a Traffic Stat program in at least one precinct. Continually expanding use of TraCS continues to improve our ability to sort and map crash data in Apriss. In addition, areas surrounding schools are noted for speeding, and aggressive and distracted driving (including cell phone use) behaviors are noted near high schools at arrival, dismissal and lunch times. This data has been noted by school administrators, School Resource Officers and is also included in the community input received at each precinct.

Proposed Solution, Goal and Objectives

The Suffolk County Police Department plans three main enforcement objectives to address the problem of crashes related to aggressive and distracted driving, overrepresentation of young drivers in fatal and injury crashes, and low seat belt compliance in Suffolk. A fourth objective is for the purchase of laser speed measurement equipment in support of two of the objectives.

The overall goal of the project is to continue to reduce fatal crashes in the Suffolk Police District

Objective #1 - Utilize targeted enforcement patrols to increase the number of speeding, aggressive driving related and cell phone or distracted driving summonses issued during the grant period, as compared with 2016. Overtime targeted enforcement patrols will be utilized on identified highways, corridors and local roadways during days of the week and times

Contract Number: # C002311

Page 2 of 4, Attachment C – Work Plan
of day identified as high crash periods. Marked, low profile and unmarked units will be utilized. Patrol units will conduct enforcement activities at identified high crash locations and at times determined by their Commanding Officers. Precinct Commanders use their discretion as to the type of enforcement that they feel will be most effective. Often, a major deterrent to aggressive driving behaviors is the high visibility method of police presence in the high crash areas. Funding will be distributed to commands by the Office of the Chief of Patrol and be based on prior enforcement performance. Each precinct has different characteristics, so funding cannot always be distributed evenly. Some precincts are densely populated, and others more rural. Roadway types and retail/industrial/residential characteristics vary widely, as do crash rates. Funding will also be utilized to participate in Operation Safestop, and Statewide Speed Enforcement Mobilizations. 47% of overtime enforcement funding will be dedicated to this objective.

Objective #2 - Conduct targeted enforcement checkpoints and patrols in areas surrounding high schools reducing the percentage of total fatal and personal injury crashes in the under 20 year old age group in 2017 to 8% from 10.3% in 2014. Overtime targeted enforcement patrols and checkpoints will be utilized in areas surrounding high schools, particularly during reporting, lunch and dismissal times to enforce speeding, aggressive driving, cell phone use and graduate driver license regulations among teen drivers. All Suffolk Police Patrol District high schools will be subject to enforcement. SCPD will continue participation in the Empty Chair initiative. 20% of overtime enforcement funding will be dedicated to this objective. Both Objective 1 and 2 will be incorporated in the block grant budget under PTS enforcement, for a total of 990 hours of enforcement.

Objective #3 - Utilize checkpoints and dedicated patrols to increase seat belt and child passenger seat summonses issued during the grant period, including the designated Click It or Ticket enforcement period, when compared with 2016, increasing seat belt compliance. Conduct targeted enforcement checkpoints and patrols during Click It or Ticket enforcement period and during the remainder of the year in precincts and by Highway Patrol units. Tactics and strategies may include but will not necessarily be limited to: multi-agency zero tolerance safety check points, saturation and roving patrols and/or the use of spotters. Once again, due to the differing characteristics of each precinct, the Commanding Officer must have discretion. Details will be assigned to high risk traffic areas identified by Precincts and Highway Patrol. 33% of overtime funding will be dedicated to this objective. This objective is listed on the Block Grant Budget under Seat Belt Mobilization Enforcement, for a total of 493 hours of enforcement.

Performance Measures

Objective #1 –

A reduction in the number of aggressive driving, speeding, cell phone and distracted driving related crashes compared to last year's figures.
Number of hours of overtime enforcement dedicated to project activities
Number of speeding summonses issued
Number of aggressive driving related summonses issued
Number of cell phone summonses issued

Objective #2

An increase in aggressive driving, speeding and cell phone summonses in areas surrounding high schools as compared to the average of the previous three years
Number of hours of overtime enforcement dedicated to project activities

Contract Number: # C002311
Page 3 of 4, Attachment C – Work Plan
Number of high school areas targeted for enforcement
Number of speeding summonses issued
Number of other summonses issued
Number and type of other violations, including vehicles impounded or arrests

Objective #3 –
An increase in observed seat belt compliance rate as noted by SCPD survey when compared with 2015
Number of hours of overtime enforcement dedicated to project activities
Number of checkpoints conducted
Number of seat belt summonses issued
Number of child passenger seat summonses issued
Number and type of other violations, including vehicles impounded or arrests

Milestones:

Months 1-4 – Upon receipt of grant award notice prepare and submit local legislative resolution to accept and appropriate grant funding. Local grant resolution process requires approximately 2.5 – 3 months to complete. Return executed grant contract to GTSC.

Month 5 – Chief of Patrol’s Office distributes funding to Precincts and Highway Patrol Bureau for enforcement initiatives.

Months 5-12 – Enforcement details conducted. Operation Safe Stop enforcement in April, Empty Chair in April, and Click It or Ticket in May

April 15, 2017 – The Sergeant supervising the project in the Office of the Chief of Patrol will file semi-annual progress report

October 15, 2017 – The Sergeant will file final progress report.

Financial claim information will be filed quarterly.

Evaluation

The Project Director will evaluate the efficacy of the program based on data from performance measures as related to the program objectives and the overall program goal. Additional anecdotal information from enforcement officers will be incorporated into the evaluation provided in the final progress report.

Contract Number: # C002311
Page 4 of 4, Attachment C – Work Plan
I. PAYMENT PROVISIONS

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

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of _______ percent (_______ %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of _______ percent (_______ %) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than ____ days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

   Period: _______  Amount: _______  Due Date: _______
   Period: _______  Amount: _______  Due Date: _______
   Period: _______  Amount: _______  Due Date: _______
   Period: _______  Amount: _______  Due Date: _______

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (_______ %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

☑ Quarterly Reimbursement
   Due date 1/31/2017, 4/30/2017, 7/31/2017, 10/31/2017

☐ Monthly Reimbursement
   Due date

☐ Biannual Reimbursement
   Due date

Contract Number: #C002311
Page 1 of 5, Attachment D – Payment and Reporting Schedule
II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☑ Expenditure Report

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

☐ Final Report

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

☐ Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: #C002311
Page 2 of 5, Attachment D – Payment and Reporting Schedule
of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ______ days after completion of agency’s audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is ______________. The agency shall complete its audit and notify vendor of the results no later than ___________. The Contractor shall submit the report not later than ______ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.
# TABLE I – REPORTING SCHEDULE

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<th>END DATE</th>
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<td>10/01/2016 - 03/31/2017</td>
<td>04/15/2017</td>
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<tr>
<td>2</td>
<td>04/01/2017 - 09/30/2017</td>
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</table>
III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Not Applicable
TO: Jon Schneider, Deputy County Executive
FROM: Robert G. Cassagne, Chief of Support Services
DATE: July 6, 2016
SUBJECT: Resolution Packets & SCIN Forms for the Safe Driving Enforcement 2017 Grant Program; Project Number: DMV01-C002311-3700393

Attached please find the following for the Governor’s Traffic Safety Committee (GTSC) sponsored Safe Driving Enforcement 2017 grant program:

1. Grant Resolution
2. Memorandum of Support
3. Grant SCIN Forms
4. Request for Introduction of Legislation
5. Financial Impact Statement
6. Copy of proposed contract between Suffolk County and the GTSC

This legislation will allow the County to accept Federal pass-through funding in the amount of $137,025 to be used to support enhanced enforcement of motor vehicle laws and regulations concerning passenger restraint, aggressive and distracted driving, school bus passing, and graduated licenses in Suffolk County.

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

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 652-6042 or Susan C. Krause, Grants Analyst, at 652-6601.

Thank you as always for your assistance with this project.

RC/sck
RESOLUTION NO. 1817-16, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $20,500 IN FEDERAL PASS-THROUGH FUNDING FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S MOTORCYCLE SAFETY ENFORCEMENT AND EDUCATION PROGRAM WITH 79.8% SUPPORT

WHEREAS, the State of New York Governor's Traffic Safety Committee has awarded $20,500 in Federal Highway Safety pass-through monies to fund a program allowing the Suffolk County Police Department to continue to conduct enforcement and education activities to effectively reduce the number of motorcycle fatalities in Suffolk County; and

WHEREAS, the operational period for this program will be from October 1, 2016, through September 30, 2017 and

WHEREAS, said grant funds totaling $20,500 have not been included in the 2016 Suffolk County Operating Budget; now, therefore, be it

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

Motorcycle Safety Enforcement and Education 2017 - $20,500

REVENUE:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>115</td>
<td>POL</td>
<td>3767</td>
<td>4235</td>
<td>20,500</td>
</tr>
</tbody>
</table>

ORGANIZATIONS:

Police Department (POL)
Motorcycle Safety Enforcement and Education 2017
115-POL-3767 - $20,500

1000-PERSONNEL SERVICES: $20,000

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>115</td>
<td>POL</td>
<td>DEG</td>
<td>3767</td>
<td>1120</td>
<td>0000</td>
<td>Overtime</td>
<td>20,000</td>
</tr>
</tbody>
</table>

3000-SUPPLIES MATERIALS & OTHERS: $500

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>115</td>
<td>POL</td>
<td>DEG</td>
<td>3767</td>
<td>3040</td>
<td>0000</td>
<td>Printing</td>
<td>500</td>
</tr>
</tbody>
</table>
and be it further

2nd RESOLVED, that the employee benefits of $5,190 associated with the overtime salaries for this grant are included in the 2016 Suffolk County Operating Budget; and be it further

3rd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notice of determination of non-applicability or non-significance in accordance with this resolution; and be it further

4th RESOLVED, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the State of New York Governor's Traffic Safety Committee.

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County

Date of Approval:
2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating a grant in the amount of $20,500 in Federal pass-through funding from the State of New York Governor's Traffic Safety Committee for the Suffolk County Police Department's Motorcycle Safety Enforcement and Education Program with 79.8% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $20,500 in grant funding to support the Suffolk County Police Department's program to improve motorcycle safety through enhanced enforcement and education in Suffolk County.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept Federal pass-through funding in the amount of $20,500 to be used to support enhanced enforcement of motorcycle safety laws and educational activities concerning motorcycle safety in Suffolk County.

JUSTIFICATION: The Suffolk County Police Department enforces NYS Vehicle and Traffic Law regulations with regard to motorcycle operation and provides motorcycle safety education in Suffolk County. Acceptance of this funding will support enhanced efforts to increase motorcycle safety and decrease motorcycle fatalities in Suffolk County.

FISCAL IMPLICATIONS: Non-reimbursable employee benefit costs of approximately $5,190 will be incurred from October 1, 2016 through September 30, 2017. Additional costs will only be incurred if the program receives funding in subsequent years.
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 $20,500 in Federal pass-through funding from The State Of New York Governor’s Traffic Safety Committee, for the Suffolk County Police Department’s Motorcycle Safety Enforcement and Education Program with 79.8% support.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

The resolution provides $20,500 for participation in the Motorcycle Safety Enforcement and Education grant program.

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

The funds provided by this grant must be expended between October 1, 2016 and September 30, 2017.

8. Proposed Source of Funding

$5,190 in non-reimbursable fringe benefits are included in the 2016 operating budget.

9. Timing of Impact

October 1, 2016

10. Typed Name & Title of Preparer
Susan C. Krause, Grants Analyst

11. Signature of Preparer

12. Date
July 6, 2016

SCIN FORM 175b (10/95)
## FINANCIAL IMPACT
### 2016 PROPERTY TAX LEVY*
### COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

<table>
<thead>
<tr>
<th>2015 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2016* COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2015 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th>2015 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2016* COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2015 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### COMBINED

<table>
<thead>
<tr>
<th>2015 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2016* COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2015 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

*The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 property tax levy and is provided for informational purposes only.

### NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2014 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office.
I. BACKGROUND INFORMATION

1. Grant Title: Motorcycle Safety Enforcement and Education 2017


3. Grant/Contract Status (Check One Box)
   A. ___ New Program Application
   B. X Renewal Application
   C. ___ Supplemental (Specify) __________
   D. ___ Extension of Funding Period
   E. ___ Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)

Grant funding will support the Suffolk County Police Department’s continuing efforts to increase awareness of motorcycle safety issues through the enforcement of NYS Vehicle and Traffic Law regulations concerning motorcycle safety as well as through educational presentations.

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

II. BUDGET INFORMATION

1. Term of Contract
   From: 10/01/16      To: 09/30/17

2. Financial Assistance Requested

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>TENTH FUNDING CYCLE</th>
<th>ELEVENTH FUNDING CYCLE</th>
<th>TWELFTH FUNDING CYCLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
</tr>
<tr>
<td>Federal</td>
<td>$20,500</td>
<td>78%</td>
<td>$20,500</td>
</tr>
<tr>
<td>State</td>
<td>$</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Private</td>
<td>$</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>County</td>
<td>$5,790</td>
<td>22%</td>
<td>$5,270</td>
</tr>
<tr>
<td>Total</td>
<td>$26,290</td>
<td>100%</td>
<td>$25,770</td>
</tr>
</tbody>
</table>

SCIN FORM 164
3. Explanation of Requested County Financial Assistance

<table>
<thead>
<tr>
<th>Category</th>
<th>TotalRequested</th>
<th>Personnel Costs Requested</th>
<th>Non-Personnel Costs Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL COUNTY SHARE:</td>
<td>$5,190</td>
<td>$</td>
<td>$5,190</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td>$5,190</td>
<td>$</td>
<td>$5,190</td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

4. Total Number of New Positions Requested 0

5. Can This Program Be Refunded by the Proposed Non-County Sources? X YES NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administrative oversight may be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½” X 11” sheet).

N/A

III. COUNTY EXECUTIVE’S OFFICE REVIEW

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

4. Comments

<table>
<thead>
<tr>
<th>5. Budget Office Review: Approved</th>
<th>6. Signature of Budget Director</th>
<th>7. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disapproved</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1100 Permanent Salaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<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>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>
<td></td>
<td></td>
</tr>
<tr>
<td>2030 Automobiles &amp; Motorcycles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2070 Cameras and Photographic</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2500 Other Equip Not Otherwise</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000 SUPPLIES MATERIALS &amp; OTHERS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3010 Office Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3020 Postage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3030 Photostat, Photograph, Blueprint</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3040 Printing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3160 Computer Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3500 Other Unclassified</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3680 Repairs: Special Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4000 UTILITIES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4010 Telephone &amp; Telegraph</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<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>CATEGORY</td>
<td>APPROPRIATION NUMBER GRANTOR FUNDS</td>
<td>APPROPRIATION NUMBER COUNTY FUNDS</td>
<td>APPROPRIATION NUMBER IN-KIND CONTRIBUTION</td>
<td>REMARKS</td>
</tr>
<tr>
<td>---------------------------------------</td>
<td>-----------------------------------</td>
<td>----------------------------------</td>
<td>-------------------------------------------</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>4400 FEES FOR FACILITIES</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4410 Rent: Offices &amp; Buildings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4500 FEES FOR SERVICES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4560 Fees for Services, Non-Employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4900 CONTRACTED SERVICES (LIST)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8000 EMPLOYEE BENEFITS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8280 Retirement</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8300 Insurance: Worker Compensation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8330 Social Security</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8360 Health Insurance</td>
<td>5,190</td>
<td></td>
<td></td>
<td>These expenses are not reimburseable under this program.</td>
</tr>
<tr>
<td>8380 Dental Insurance</td>
<td>4,900</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER (List Source &amp; Brief Explanation)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I certify that the above in-kind contribution are not currently being used to support other grants

SCIN Form 164D (10-80)
<table>
<thead>
<tr>
<th>TITLE OF POSITION</th>
<th>GRADE / STEP</th>
<th>SALARY</th>
<th>EMPLOYEE NAME</th>
<th>SOURCE OF FUNDING BY %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer</td>
<td>6</td>
<td>$104.99/hr. OT $123.86/hr. OT</td>
<td>Various</td>
<td>100%</td>
</tr>
<tr>
<td>Sergeant</td>
<td></td>
<td></td>
<td>Various</td>
<td>100%</td>
</tr>
</tbody>
</table>

SCIN Form 164D (10-80)
June 17, 2016

Sarah Furey  
Sr. Grants Analyst  
Suffolk County Police Department  
30 Yaphank Avenue  
Yaphank, NY 11980-9641

Re: HS1-2017-Suffolk Co PD -00152-(052)  
Motorcycle Safety Education and Enforcement 2017  
DMV01-T006110 -3700393  
CFDA #: 20.600  
EFFECTIVE DATE: October 1, 2016

Dear Sr. Grants Analyst Sarah Furey:

On behalf of Governor Andrew M. Cuomo, I am pleased to notify you that the Suffolk County Police Department has been awarded $20,500 to participate in the New York State’s Highway Safety Program. Our goal is to reduce the number of crashes, injuries and deaths on New York’s roads. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller.

Before incurring any project related expenses, login to eGrants to review your approved budget as it may have been reduced or otherwise changed from what was requested.

Thank you for participating in New York State’s Highway Safety Program. I wish you success in your efforts. If you have any questions, please contact the Governor’s Traffic Safety Committee at (518) 474-5111.

Sincerely,

Charles R. DeWeese  
Assistant Commissioner

CRD:lo  
Enclosure  
cc: Paul Hyland
TO: Jon Schneider, Deputy County Executive
FROM: Robert G. Cassagne, Chief of Support Services
DATE: July 6, 2017
SUBJECT: Resolution Packets & SCIN Forms for Motorcycle Safety Enforcement and Education 2017 Project Number: DMV01-T006110-3700393

Attached please find the following for the Governor's Traffic Safety Committee sponsored Motorcycle Safety Enforcement and Education 2017 Grant Program:

1. Grant Resolution
2. Memorandum of Support
3. Grant SCIN Forms.
6. A copy of the award documents

This legislation will allow the County to accept Federal pass-through funding in the amount of $20,500 to be used to support enhanced enforcement of motorcycle safety laws and educational activities concerning motorcycle safety in Suffolk County.

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

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you for your assistance with this project.

RC/sck

Att
RESOLUTION NO. -2016, TRANSFERRING ASSESSMENT STABILIZATION RESERVE FUNDS TO THE CAPITAL FUND, AMENDING THE 2016 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS FOR SAFETY AND SECURITY IMPROVEMENTS FOR SANITARY FACILITIES IN SUFFOLK COUNTY SEWER DISTRICTS (CP 8103)

WHEREAS, the sanitary facilities under the ownership and operation of Suffolk County have increased over the past thirty-six years to twenty-two treatment plants and nearly ninety pumping stations; and

WHEREAS, there exists a need to insure that safety and security system measures are appropriate and current; and

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

WHEREAS, pursuant to State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter "SEQRA") Resolution No. 107-2016 determined that the proposed replacement in-kind of fencing and building elements along with installation of auxiliary systems to enhance security constitutes a Type II action pursuant to the provisions of NYCRR Part 617.5; and

WHEREAS, it is proposed that the Assessment Stabilization Reserve Fund the districts the sum of $900,000 for the purpose of implementing this project for the benefit of all the sewer districts; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-three (53), is eligible for approval with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd RESOLVED, that the Assessment Stabilization Reserve Fund shall fund the Sewer Districts the sum of $900,000 for the purpose of implementing this project for the benefit of all the sewer districts; and be it further

3rd RESOLVED, that the County Comptroller be is hereby authorized and directed to transfer funds and accept proceeds as follows:

<table>
<thead>
<tr>
<th>Interfund Expenditures</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>404-IFT-E527-Transfer to Sewer District Capital Fund 527</td>
<td>$450,000</td>
</tr>
<tr>
<td>405-IFT-E528-Transfer to Southwest Sewer District Capital Fund 528</td>
<td>$450,000</td>
</tr>
</tbody>
</table>
**Interfund Revenues:**

527-IFT-R404 – Transfer from ASRF Fund 404 (Ref. 527-CAP-IFTR-R404) $450,000

528-IFT-R405 – Transfer from Southwest ASRF Fund 405 (Ref. 528-CAP-IFTR-R405) $450,000

; and be it further

4th RESOLVED, that the 2016 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 8178
Project Title: Construction of Chemical Bulk Storage Facilities for Sanitary Facilities in Suffolk County Sewer Districts

<table>
<thead>
<tr>
<th>Total Estimated Cost</th>
<th>Current 2016 Capital Budget &amp; Program</th>
<th>Revised 2016 Capital Budget &amp; Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Planning &amp; Design</td>
<td>$1,250,000  $150,000 (404)</td>
<td>$125,000 (404)  $125,000 (405)</td>
</tr>
<tr>
<td>3. Construction</td>
<td>$4,000,000  $750,000 (404)</td>
<td>$325,000 (404)  $325,000 (405)</td>
</tr>
<tr>
<td>5. Equipment</td>
<td>$500,000    $0</td>
<td>$0</td>
</tr>
<tr>
<td>Total</td>
<td>$5,750,000  $900,000</td>
<td>$900,000</td>
</tr>
</tbody>
</table>

; and be it further

5th RESOLVED, that funds in the amount of $800,000 from the Assessment Stabilization Reserve Fund be and hereby are appropriated as follows:

<table>
<thead>
<tr>
<th>PROJECT NO.</th>
<th>PROJECT TITLE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>527-CAP-8103.117 (Fund 404)</td>
<td>Safety and Security Improvements in SC Sewer Districts</td>
<td>$125,000</td>
</tr>
<tr>
<td>528-CAP-8103.118 (Fund 405)</td>
<td>Safety and Security Improvements in SC Sewer Districts</td>
<td>$125,000</td>
</tr>
<tr>
<td>527-CAP-8103.316 (Fund 404)</td>
<td>Safety and Security Improvements in SC Sewer Districts</td>
<td>$325,000</td>
</tr>
</tbody>
</table>
; 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 Title 6 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 or continuing agency administration and management; and be it further

7th RESOLVED, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the installation of the Safety and Security Program.

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>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. **Title of Proposed Legislation**

A Draft Resolution Transferring Assessment Stabilization Reserve Funds to the Capital Fund, Amending the 2016 Operating Budget, and Appropriating Funds for Safety and Security Improvements for Sanitary Facilities in Suffolk County Sewer Districts – CP 8103

3. **Purpose of Proposed Legislation**

This recommendation requests utilizing funds from the Assessment Stabilization Reserve Fund 404 and Southwest Stabilization Reserve Fund 405 as funding for the project.

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): X</td>
</tr>
<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
</tr>
</tbody>
</table>

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

The legislation will also allow engineering and construction to proceed for the Safety and Security Program for Suffolk County Sewer Districts. The Safety and Security Program will provide the means to bring all sewer district facilities up-to-date with respect to safety and security systems.

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

2016 - $900,000

8. **Proposed Source of Funding**

ASRF Funds 404 and 405

9. **Timing of Impact**

2016

10. **Typed Name & Title of Preparer**

Ben Wright, P.E.
Principal Civil Engineer Sanitation

11. **Signature of Preparer**

Ben Wright

12. **Date**

7/26/16

SCIN FORM 175B (10/95)
H:\SANITATION\resolutions\2016 Resolutions\ga-bw7-25-16 Backup D:\W2016B CP 405 ASRF improvements safety & security.doc
### GENERAL FUND

<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>
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</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

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

### COMBINED

<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>
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<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.
2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL - A Draft Resolution Transferring Assessment Stabilization Reserve Funds to the Capital Fund, Amending the 2016 Operating Budget, and Appropriating Funds for Safety and Security Improvements for Sanitary Facilities in Suffolk County Sewer Districts – CP 8103

PURPOSE OR GENERAL IDEA OF BILL – The bill will provide funding to continue making safety and security improvements for the sewer district facilities within the County.

SUMMARY OF SPECIFIC PROVISIONS – A wide variety of safety and security improvements have taken place at pumping stations and wastewater treatment facilities within the County and that will continue. These improvements include those related to access, equipment and electrical systems.

JUSTIFICATION – It is prudent to protect the operations and maintenance staff that works at the facilities and to insure that security at all facilities is such that vandalism and other illegal activities do not take place.

FISCAL IMPLICATIONS. - The Capital Program and Budget includes $900,000 which will be utilized during 2016 and 2017 to provide the security and safety improvements. The Assessment Stabilization Reserve Fund 404 and Southwest Stabilization Reserve Fund 405 are used for the respective districts.
MEMORANDUM

TO: Jon Schneider, Deputy County Executive
FROM: Gilbert Anderson, P.E., Commissioner
SUBJECT: A Draft Resolution Transferring Assessment Stabilization Reserve Funds to the Capital Fund, Amending the 2016 Operating Budget, and Appropriating Funds for Safety and Security Improvements for Sanitary Facilities in Suffolk County Sewer Districts – CP 8103
DATE: July 25, 2016

Attached is a draft resolution and appropriate forms with backup for Safety and Security Improvements to Sewer Districts filed as Reso DPW CP 8103 Safety & Security 7-25-16 and backup filed as Reso-Backup DPW CP 8103 Safety & Security 7-25-16. The project has been included in the Adopted 2016 Capital Budget and Program but is critical with respect to safety at Suffolk County Sewer Districts. The project is used for a variety of safety related items such as video surveillance, fire alarms, web-based laboratory management system, and emergency electric generators. The Assessment Stabilization Reserve Fund 404 and Southwest Stabilization Reserve Fund 405 are used for the respective districts. The budget includes $150,000 in planning and $750,000 in construction funds. Based on recent project evaluation, the adopted budget line items are modified to increase planning to $250,000 and reduce construction to $650,000. The project adopted amount is unchanged.

We request this resolution be laid on the table at your earliest convenience.

GA:BW:ni
Attachment
cc: John Donovan, P.E., Chief Engineer, Sanitation
    Ben Wright, P.E., Principal Civil Engineer, Sanitation
    CE Reso Review
H:\SANITATION\resolutions\2016 Resolutions\ga-bw7-25-16 Backup DPW ASRF Improvements CP 8103 safety & security memo to JSchneider.doc
RESOLUTION NO. - 2016, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A REVISED AGREEMENT WITH THE ISLIP FOREIGN TRADE ZONE AUTHORITY

WHEREAS, a Foreign Trade Zone (FTZ) is a designated location in the United States where eligible companies can access benefits that help encourage U.S. business activity in competition with foreign alternatives; and

WHEREAS, the fundamental benefit of the Foreign Trade Zone program is to allow U.S.-based companies the ability to defer, reduce and/or eliminate customs duties on products admitted to a zone, without effect on a company's tax or other legal liabilities in the County and State; and

WHEREAS, pursuant to Order No. 150 issued by the U.S. Foreign Trade Zones Board ("FTZ Board") on December 13, 1979, Suffolk County received approval to operate a general-purpose foreign trade zone, in Islip, New York, adjacent to the New York City Customs port of entry, designated as Foreign-Trade Zone 52 ("FTZ 52"); and

WHEREAS, the Islip Foreign Trade Zone Authority, a Public Benefit Corporation, was duly created pursuant to New York General Municipal Law §975 and authorized to contract with Suffolk County for the operation of FTZ 52; and

WHEREAS, the Islip Foreign Trade Zone Authority and Suffolk County entered into an Agreement dated September 28, 1981, for operation of the zone site located at Long Island MacArthur Airport; and

WHEREAS, in 2009 the FTZ Board adopted the Alternative Site Framework ("ASF") (15 CFR Sec. 400.2) as an option for the establishment or reorganization of zones; and

WHEREAS, pursuant to Resolution 198-2013, Suffolk County applied to the FTZ Board, and was granted authority to re-organize under the ASF, re-designating the zone site at Long Island MacArthur Airport as a magnet site with permanent status; and

WHEREAS, as a result of Suffolk County’s re-organization under the ASF and the re-categorizing of the Zone Site at MacArthur Airport from a general-purpose to a magnet site the parties deem it practicable to terminate the 1981 Agreement and enter into a Foreign Trade Zone Operating Agreement for operation of the magnet zone site located at 1 Trade Zone Drive, Ronkonkoma, NY; now therefore be it

1st RESOLVED, that the County Legislature hereby Authorizes the County Executive or his designee to execute a revised agreement on behalf of the County of Suffolk with the Islip Foreign Trade Zone Authority, providing for their continuing participation in the Suffolk County Foreign Trade Zone under the Alternative Site Framework, and in substantially the same form annexed hereto; and be it further
RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) 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:

/s/ Steven Bellone
County Executive of Suffolk County
Date:
# STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. **Type of Legislation**
   - Resolution [ ]
   - Local Law [ ]
   - Charter Law [ ]

2. **Title of Proposed Legislation**
   RESOLUTION NO. __-2016, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A REVISED AGREEMENT WITH THE ISLIP FOREIGN TRADE ZONE AUTHORITY

3. **Purpose of Proposed Legislation**
   To authorize the County Executive to enter into a revised agreement with Islip Foreign Trade Zone Authority to allow for their continued participation as a Foreign Trade Zone Magnet Site Operator.

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**

10. **Typed Name & Title of Preparer**
    Andre Bermudez, Senior Project Manager

11. **Signature of Preparer**

12. **Date**
    July 19, 2016

SCIN FORM 175b (10/95)
MEMORANDUM

TO: Jon Schneider, Deputy County Executive
FROM: Theresa Ward, Acting Commissioner
        Department of Economic Development and Planning
DATE: July 20, 2016
RE: UPDATED AGREEMENT WITH ISLIP FOREIGN TRADE ZONE AUTHORITY

The Department of Economic Development and Planning requests the submission of the attached resolution authorizing the County Executive to execute an updated agreement with Islip Foreign Trade Zone Authority.

Attached please find the draft resolution and the required backup to the resolution, which includes the Memorandum of Support, the SCIN 175a and 175b forms. Electronic copies have been filed as required, in accordance with procedure. Thank you.

Attachments

cc: Regina Zara, Director of Business Development and Marketing
    Andre Bermudez, Senior Project Manager
2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
DEPARTMENT OF ECONOMIC DEVELOPMENT & PLANNING

TITLE OF BILL:
AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A REVISED AGREEMENT WITH THE ISLIP FOREIGN TRADE ZONE AUTHORITY

PURPOSE OR GENERAL IDEA OF BILL:
In 1979, Suffolk County was granted approval from the U.S. Foreign Trade Zones Board to operate a Foreign Trade Zone in Suffolk County. The County subsequently entered into an agreement in 1981 with Islip Foreign Trade Zone to operate and administer a Foreign Trade Zone site at Islip MacArthur Airport. In 2013 the County was granted approval to reorganize its Foreign Trade Zone under the Alternative Site Framework, allowing for a streamlined application process to grant individual user sites Foreign Trade Zone benefits. The new agreement nullifies and replaces the 1981 agreement to reflect Islip Foreign Trade Zone Authority’s current status as a Magnet Site Operator under the Alternative Site Framework.

SUMMARY OF SPECIFIC PROVISIONS:

- 20 year agreement term with two optional 10 year renewal terms
- Islip FTZ Authority:
  - Retains exclusive right to operate 52.6 acre industrial park as magnet site
  - Is required to maintain and operate site in conformance with all U.S. Department of Commerce and CBP regulations, at Islip FTZ Authority’s sole expense
  - Is required to hold insurance coverage in line with current Suffolk County requirements
  - Is required to hold an FTZ Operators Bond in line with US CBP regulations
  - Agrees that all advertisements and publications shall reference its operations as being within “Suffolk County Foreign Trade Zone No. 52.”
  - Agrees to withhold marketing materials if Suffolk County objects to the form and content of the materials.

JUSTIFICATION:
The new agreement reflects the current and true status of Islip FTZ Authority as a “Magnet Site Operator”, within Suffolk County’s Foreign Trade Zone #52. It brings the provisions of the agreement in line with current County terms.

FISCAL IMPLICATIONS:
None
Foreign Trade Magnet Site
Operating Agreement

This Agreement ("Agreement") between the County of Suffolk ("County"), a municipal corporation of the State of New York, acting through its duly constituted Department of Economic Development and Planning ("Department"), located at H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, NY 11788, hereinafter collectively referred to as the Foreign Trade Zone Grantee ("Grantee"); and the Town of Islip Foreign Trade Zone Authority, a Public Benefit Corporation created under the laws of the State of New York, having an address at 1 Trade Zone Drive, Ronkonkoma, NY 11779, hereinafter referred to as Foreign Trade Zone Operator ("Operator" and/or "Contractor").

The parties hereto desire to enter into this Agreement for the operation of the Foreign Trade Magnet Site located at 1 Trade Zone Drive, Ronkonkoma, NY ("Services").

Term of Agreement: As set forth in Article I.

Total Cost of Agreement: $1.00 (One dollar) Fee to County – Waived, as set forth in Article I.

Terms and Conditions: Shall be as set forth in Article I and Exhibits A, B, C, D and E, attached hereto and made a part hereof.

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

TOWN OF ISLIP FOREIGN TRADE ZONE AUTHORITY

By: __________________________
    Brad Hemingway
    Executive Director
    Fed. Tax ID #
    Date __________________________

Approved as to Form:
Dennis M. Brown
County Attorney

By: __________________________
    Basia Braddish
    Assistant County Attorney
    Date __________________________

COUNTY OF SUFFOLK

By: __________________________
    Dennis M. Cohen
    Chief Deputy County Executive
    Date __________________________

Approved:
Department

By: __________________________
    Theresa Ward
    Acting Commissioner
    Date __________________________
Index of Articles and Exhibits

Article I
General Terms and Conditions

1. Definitions
2. Term
3. Operations
4. Operating Costs, Fees and Expenses
5. Books, Records and Reports
6. Insurance and Bond Requirements
7. Indemnification and Defense
8. Assignment
9. Default and Termination
10. Notices and Contact Persons
11. Advertising and Publications
12. Cooperation on Claims
13. No Default
14. Independent Contractor
15. Integration
16. Non-discrimination in Services
17. Nonsectarian Declaration
18. Certification
19. Miscellaneous

Exhibit A
U.S. Foreign Trade Zones Board Order No. 150 (dated December 13, 1979)

Exhibit B
U.S. Department of Commerce Foreign Trade Zones Board Order No. 1922 (dated December 9, 2013)

Exhibit C
Legal Description

Exhibit D
Survey

Exhibit E
Suffolk County Legislative Requirements
Article I
General Terms and Conditions

Whereas, pursuant to Order No. 150 issued by the Foreign Trade Zones Board ("Board") on December 13, 1979, Grantee received approval to operate a general-purpose foreign trade zone (the "Grant"), in Islip, New York, adjacent to the New York City Customs port of entry, designated as Foreign-Trade Zone 52 ("FTZ 52"), see Exhibit "A," Order No. 150, attached hereto and made a part hereof; and

Whereas, the Operator, a Public Benefit Corporation, was duly created pursuant to New York General Municipal Law §975 and authorized to contract with the County for the operation of a foreign trade zone; and

Whereas, the Operator and the Grantee entered into an Agreement dated September 28, 1981 (the "1981 Agreement"), for operation of the zone site located at Long Island MacArthur Airport; and

Whereas, in 2009 the Board adopted the Alternative Site Framework ("ASF") (15 CFR Sec. 400.2) as an option for the establishment of reorganization of zones; and

Whereas, in 2013 Grantee applied to the Board for authority to re-organize under the ASF, re-designating the zone site located at Long Island MacArthur Airport as a magnet site with permanent status; and

Whereas, pursuant to Board Order No. 1922 dated December 9, 2013 Grantee’s application to re-organize under the ASF was approved by the Board subject to the FTZ Act and the Board’s regulations, including Section 400.13, and the Board’s standard 2,000-acre activation limit for the zone, see Exhibit "B," Order No. 1922, attached hereto and made a part hereof; and

Whereas, Board Order No. 1922 which granted the re-organization under ASF also re-categorized FTZ 52’s site at MacArthur Airport from a general-purpose site to a magnet site; and

Whereas, as a result of Grantee’s re-organization under the ASF and the re-categorizing of the Zone Site at MacArthur Airport from a general-purpose to a magnet site the parties deem it practicable to terminate the 1981 Agreement and enter into this Foreign Trade Magnet Site Operating Agreement for operation of the magnet zone site located at 1 Trade Zone Drive, Ronkonkoma, NY; and

Whereas, pursuant to IR —2015 the Suffolk County Legislature authorized the County Executive or his designee to enter into this Agreement with the Town of Islip Foreign Trade Zone Authority; and

Whereas, pursuant to Resolution No. ___ the Board of the Town of Islip Foreign Trade Zone Authority authorized the Executive Director to enter into this Agreement with the County of Suffolk;

Now, Therefore, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

1. Definitions

1.1 "Act" means the Foreign Trade Zones Act of 1934, 19 U.S.C. § 81a et. seq., as amended from time to time.

1.2 "Alternative Site Framework" (or "ASF") means a designation and management of a zone site allowing greater flexibility and responsiveness to serve single-operator/user locations. Adopted by the Board in December 2008 74 FR 1170, January 12, 2009; correction 74 FR 3987, January 22, 2009) and modified by the Board in November 2010 (75 FR 71069; November 22, 2010).

Page 3 of 13
"Activate" or "Activation" means the process of obtaining Customs approval to use foreign trade zone procedures at a particular location as detailed in 19 C.F.R. §146. "Activated" refers to space in the Zone so approved.

"Agreement" means this Foreign Trade Magnet Site Operator Agreement by and between the County of Suffolk and the Town of Islip Foreign Trade Zone Authority.

"1981 Agreement" means the Agreement between the County of Suffolk and the Town of Islip Foreign Trade Zone Authority dated September 28, 1981.

"Authority" means the Town of Islip Foreign Trade Zone Authority.

"Bond" means the Foreign Trade Zones Operator's Bond to be provided and maintained by Operator throughout the term of this Agreement.

"CBP" means the U.S. Customs and Border Protection.

"Department of Commerce" means the U.S. Department of Commerce.

"Foreign Trade Zones Board" (or "Board") means the board established by the Act to carry out the provisions of the Act.

"Grantee" means the County of Suffolk, to which the privilege of establishing, operating and maintaining Foreign Trade Zone No. 52 has been granted by the Foreign Trade Zones Board.

"Magnet Site" means a site intended to serve or attract multiple operators or users under the ASF, as defined in 15 C.F.R. § 400.2 as amended from time to time.

"Operator" means the Town of Islip Foreign Trade Zone Authority, the entity designated by the Grantee to conduct foreign trade zone activities at the Zone Site.

"Site" or "Zone Site" means the property occupied by Operator, located at 1 Trade Zone Drive, Ronkonkoma, NY 11779, comprising approximately 52.6 acres, as more particularly identified in the legal description attached hereto and made a part hereto as Exhibit "C" and further depicted on the survey attached hereto as Exhibit "D."

"Zone User" is a party using a zone under agreement with a zone operator.

2. Term

This Agreement is effective upon full execution and shall continue for a term of twenty (20) years, unless sooner terminated as provided herein. This Agreement shall automatically renew for two (2) additional ten (10) year periods unless either party notifies the other in writing at least six (6) months prior to the expiration of the current term or extension that such party does not desire to renew this Agreement.

3. Operations

3.1 Grant. GRANTEE hereby grants to OPERATOR an exclusive right to operate the Zone Site as a Magnet Site. OPERATOR is designated as the magnet site operator with respect to procedures and activities occurring at the Site. OPERATOR agrees during the term of this Agreement to exercise its rights and powers in accordance with the terms and conditions of this Agreement and hereby
assumes responsibility for the operation and management of said Zone Site. OPERATOR shall undertake all of the duties and responsibilities of an operator necessary to conduct the operations as set forth in the Grant and as defined in Treasury Regulations, 19 C.F.R. Part 146, as amended from time to time, and in accordance with the rules and regulations of the Board, the CBP, and any and all government agencies having jurisdiction at the Site. OPERATOR shall be responsible for the proper admission of all merchandise into the Zone Site, and for the satisfaction of all Customs requirements regarding merchandise at the Zone Site.

3.2 Compliance with Act and Regulations.

i. There are hereby incorporated by reference into this Agreement all regulations of the Act, CBP, the Board and the Department of Commerce relating to the Foreign Trade Zones Program (hereinafter collectively referred to as the "Regulations"). Any subsequent amendment to the foregoing regulations and provisions or further regulations and provisions promulgated by the CBP, the Board or the Department of Commerce, which are applicable to either party or to the Zone site shall also be deemed incorporated herein and, as appropriate, will supersede the cited regulations and provisions.

ii. At all times during which the Site is Activated, OPERATOR shall operate and maintain the Site in accordance with all provisions of the Act and all applicable federal regulations as may be in effect.

iii. The Act and all applicable regulations shall govern the manner in which OPERATOR maintains and operates the Site. Any changes to the Act or to the Regulations which impact the provisions of this Agreement will take precedence over the provisions of this Agreement. This Agreement pertains to the rights and obligations between the GRANTEE and the OPERATOR and is supplementary to the Act and the Regulations.

iv. Unless specifically stated otherwise, in applying the regulations to this Agreement, OPERATOR shall be substituted for GRANTEE, it being the understanding of the parties that OPERATOR assumes all obligations of the GRANTEE with respect to the operational aspects of the Site.

3.3 Correspondence with CBP. OPERATOR shall promptly provide copies to GRANTEE of all correspondence between OPERATOR and CBP with regard to activity at the Site. OPERATOR shall promptly notify GRANTEE of any notices from CBP that have a reasonable possibility of resulting in the assessment of fines or penalties by CBP against OPERATOR and/or GRANTEE.

3.4 Correspondence with Foreign Trade Zones Board. OPERATOR shall promptly provide copies to GRANTEE of all correspondence between OPERATOR and the Board related to the Site.

3.5 Improvements. OPERATOR agrees that all construction and improvements at the Zone Site shall be constructed at the sole expense of OPERATOR. Prior to commencing any new construction, alteration, additions or modifications to the Zone Site which may impact areas activated by CBP or the granted scope of authority, OPERATOR shall notify GRANTEE, the CBP and the Board in writing, before commencing construction activities.

3.6 Changes in Operations. Prior to commencing Production activity (as defined in 15 C.F.R. 400.1) in the Zone Site, irrespective of whether or not such activities will require a physical modification to the Site, OPERATOR shall obtain approval from the Board and/or CBP, as required, before such Production activity is commenced.

3.7 Maintenance of Premises. OPERATOR shall, at all times, maintain the premises, structures and other facilities within the Zone Site in good condition so as not to endanger the life and health of the employees of the United States, OPERATOR, suppliers, and others who may be required to enter
4. Operating Costs, Fees and Expenses

4.1 Direct Costs. OPERATOR shall bear all costs of performing its rights and responsibilities as the operator of the Site, including but not limited to, all expenditures, operating costs and capital improvements at the Zone Site. It is expressly understood and agreed that the entire cost of the establishment, promotion, operation and administration of the zone is the responsibility of the OPERATOR and that the GRANTEE is in no way responsible for any part thereof.

4.2 Operating Fee. In consideration of the grant of this agreement to operate and maintain the Zone Site, OPERATOR shall pay to GRANTEE an annual fee of $1.00 (One Dollar) throughout the term of this Agreement. GRANTEE reserves the right to increase the annual fee. GRANTEE will notify OPERATOR, in writing, of any increase at least sixty (60) days prior to the effective date.

4.3 U.S. Customs & Border Protection Administrative Expense. OPERATOR shall pay, or cause to be paid, the full cost of all CBP administrative fees attributable to the Zone Site, if any are required by law, regulation, or ruling.

5. Books, Records and Reports

5.1 Books and Records. OPERATOR shall maintain complete and accurate books and records with respect to the operation of the Zone Site in accordance with generally accepted principles of accounting and in compliance with 19 CFR Part 146, which shall include but not be limited to the following:

a) Accounting for all merchandise, including merchandise that is of domestic status, temporarily deposited, admitted, granted a zone status and/or status change, stored, exhibits, manipulated, manufactured, destroyed, transferred, and/or removed from the Zone Site;
b) Producing accurate and timely reports and documents;
c) Identifying shortages and overages of merchandise in the Zone Site in sufficient detail to determine the quantity, description, tariff classification, Zone Site status, and value of the missing or excess merchandise;
d) Providing all the information necessary to make entry for merchandise being transferred to the Customs territory; and
e) Providing an audit trail to Customs forms from admission through manipulation, manufacture, destruction or transfer of merchandise from the Zone Site by a Customs authorized inventory method.

5.2 Retention of Records. OPERATOR shall retain all records pertaining to zone procedures at the Site for at least seven (7) years after the merchandise covered by such records has been withdrawn from the Zone, or longer if required by CBP.

5.3 Reports. OPERATOR agrees to submit to GRANTEE within forty-five (45) days after the end of each calendar year, such information as may be necessary to enable GRANTEE to file its annual report. In addition, OPERATOR agrees to promptly provide GRANTEE with any and all information concerning zone operations as requested by GRANTEE for submission to the Foreign Trade Zones Board, to CBP, or to any other governmental agency. OPERATOR warrants that all information provided or to be provided to GRANTEE, is true and correct at the time such information is provided. OPERATOR agrees to promptly update any information provided to GRANTEE that is later determined to be or to have become incorrect.
5.4 **Confidentiality.** All information received by or reviewed by GRANTEE shall be confidential, except as such information may be required to be disclosed under applicable law.

6. **Insurance and Bond Requirements**

6.1 **Insurance.** OPERATOR agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the GRANTEE. The OPERATOR agrees to require that all of its subcontractors, in connection with work performed for the OPERATOR related to this agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the GRANTEE. Unless otherwise specified by the grantee and agreed to by the OPERATOR, in writing, such required insurance shall be as follows:

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

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

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

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

In lieu of procuring and maintaining the aforesaid insurance, the Contractor may elect to obtain such coverage through a program of self-insurance, provided that any such insurance shall be subject to review and approval by the County prior to execution of this Contract. The Contractor shall supply any and all information requested by the County in regard to such insurance in order to perform its review.

6.2 The GRANTEE reserves the right to increase the liability limits set forth herein.

6.3 All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

6.4 The OPERATOR shall furnish to the GRANTEE, prior to the execution of the Agreement, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.
6.5 In the case of commercial general liability insurance and business use automobile insurance, the OPERATOR shall furnish to the GRANTEE, prior to the execution of the Agreement, a declaration page or insuring agreement and endorsement page evidencing the GRANTEE’s status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

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

6.7 In the event the OPERATOR shall fail to provide evidence of insurance, the GRANTEE may provide the insurance required in such manner as the GRANTEE deems appropriate and deduct the cost thereof from a Fund Source.

6.8 Customs Bond. OPERATOR shall pay the full cost of and provide to CBP a Foreign Trade Zones Operator’s Bond, and maintain such Bond throughout the term of this Agreement for any period during which the Site is activated. OPERATOR shall be named as a principal on the Customs Bond. Prior to Activation, OPERATOR shall supply GRANTEE with a copy of the Bond, and at least thirty (30) days prior to the expiration of the then current Bond, provide GRANTEE with a copy of a successor or renewal Bond.

6.9 Suspension of Admissions for Insufficient Bond. GRANTEE reserves the right to request CBP suspend the admission of merchandise under Zone procedures to the Site at any time following ten (10) days prior written notice to OPERATOR of, and failure of OPERATOR to cure during such ten (10) day period, any of the following:

1. GRANTEE has not been provided with satisfactory evidence that a Bond is in effect;
2. GRANTEE reasonably believes that the Bond is or has become insufficient in amount;
3. GRANTEE reasonably believes that the surety writing the Bond may not be able to meet its obligations in the event of a default requiring payment of the full amount of the Bond; or
4. GRANTEE otherwise reasonably believes the Bond to be defective or insufficient, in which event GRANTEE shall provide OPERATOR with a description of the specific nature and/or extent of such defect or insufficiency.

6.10 OPERATOR’s failure to comply with any of the requirements of this section shall constitute cause for termination of the Agreement.

7. Indemnification and Defense

The OPERATOR shall protect, indemnify, and hold harmless the GRANTEE, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the OPERATOR, including reimbursement of the cost of reasonable attorneys’ fees incurred by the GRANTEE, its agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Agreement. In the event any claim subject to the above indemnity is assessed against GRANTEE, GRANTEE agrees to promptly notify OPERATOR in writing of the claim. OPERATOR shall defend the GRANTEE, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Agreement. Alternatively, at the GRANTEE’s option, the GRANTEE may defend any such proceeding or action and require the OPERATOR to pay reasonable attorneys’ fees or salary costs of County employees of the Department of Law for the defense of any such
suit. This indemnity shall continue beyond the term of this Agreement with respect to any claims, actions, damages, liabilities, or expenses arising from occurrences, acts or omissions during the term of the Agreement. This Section 7 is solely for the benefit of the parties hereto, and is not intended to create or grant any rights, contractual or otherwise, to any other party, and does not waive any governmental immunity available to GRANTEE under law.

8. Assignment

OPERATOR may not assign or transfer its interest in or responsibilities under this Agreement without the prior written consent of GRANTEE.

9. Default and Termination

9.1 OPERATOR Default. In the event of default of this Agreement by OPERATOR, GRANTEE shall have the right to terminate this Agreement and all rights and obligations hereunder, provided GRANTEE delivers to OPERATOR written notice specifying such default and if the default is not cured within a thirty (30) day period after the date of delivery of such notice, or, in the event of a default which is incapable of cure within such thirty (30) day period, OPERATOR has not diligently proceeded to cure such default within such thirty (30) day period, then GRANTEE may, at its option, terminate this Agreement and OPERATOR’s right to operate the Zone Site. This remedy is in addition to any other remedies allowed by law.

9.2 Withdrawal of Zone Grant. In the event FTZ 52 grant is revoked or cancelled in full or in part as it relates to the Site this Agreement shall terminate and OPERATOR shall have no claim against GRANTEE by reason of such revocation or cancellation, and OPERATOR shall have no further interest in the subject matter of this Agreement. In the event the Board suspends, terminates or revokes the zone site grant, this Agreement shall automatically and immediately terminate upon the effective date of suspension, termination or revocation, unless an appeal has been taken therefrom. GRANTEE shall promptly notify OPERATOR of any action or pending action by the Board to suspend or revoke the privilege of maintaining the Zone Site.

9.3 Temporary Suspension. In the event OPERATOR seeks temporary suspension of zone operations this Agreement shall remain in full force and effect. OPERATOR agrees to provide GRANTEE with thirty (30) days prior written notice of the date zone operations are to be temporarily suspended. OPERATOR agrees to provide GRANTEE with thirty (30) days prior written notice of the date zone operations are to be reactivated.

9.4 OPERATOR De-Activation or Termination. OPERATOR agrees to provide GRANTEE with thirty (30) days prior written notification of its intent to de-activate or terminate its designation.

9.5 Obligations upon Termination, De-activation or Temporary Suspension. Termination, De-Activation or Temporary Suspension of this Agreement shall not relieve OPERATOR of any obligations under this Agreement, including but not limited to providing data for the Annual Report. Further, in the event of termination or de-activation, the provisions which require payment of funds to GRANTEE or CBP will survive until payment of any balance due. Upon request, OPERATOR shall provide written confirmation that all obligations to CBP with regard to foreign status merchandise have been satisfied (i.e. forwarded, entered or re-exported).

9.6 Discontinuance of Trade Name. Upon termination of this Agreement for any cause, the OPERATOR shall deactivate the Zone Site as of the date of expiration of the term of the Agreement
and immediately discontinue all use of trade names, trademarks, signs and advertising and all other indicia of operation within FTZ 52.

10. Notices and Contact Persons

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

For the GRANTEE:

Suffolk County Department of Economic Development and Planning
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788
Att. Commissioner of Economic Development and Planning

and

For the OPERATOR:

Town of Islip Foreign Trade Zone Authority
1 Trade Zone Drive
Ronkonkoma, NY 11779
(631) 588-5757

Town of Islip Attorney
655 Main Street
Islip, NY 11751
(631) 224-5550

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

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

For the GRANTEE:

Suffolk County Department of Economic Development and Planning
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788
Att. Commissioner of Economic Development and Planning

and

County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788
and

For the OPERATOR:

Town of Islip Foreign Trade Zone Authority
1 Trade Zone Drive
Ronkonkoma, NY 11779
(631) 588-5757

Town of Islip Attorney
655 Main Street
Islip, NY 11751
(631) 224-5550

11. Advertising and Publications

11.1 Advertisements and Publications. During the term of this Agreement OPERATOR agrees that all Advertisements and Publications (including but not limited to books, articles, reports or other publications relating to the zone site) shall reference its operations as being within "Suffolk County Foreign Trade Zone No. 52." The GRANTEE reserves the right to object to the form and content of any such advertising material or publication, and the OPERATOR agrees to discontinue or withhold the release, dissemination and distribution of any such material unless and until the GRANTEE and the OPERATOR have agreed to a resolution of the GRANTEE's objection.

12. Cooperation on Claims

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

13. No Default

The OPERATOR warrants that it is not in arrears to the GRANTEE upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to the GRANTEE.

14. Independent Contractor

It is expressly agreed that the OPERATOR's status hereunder is that of an independent contractor. The OPERATOR is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything contained in this Agreement, the Agreement shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

15. Integration

This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes, along with the documents referred to in this Agreement, a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

16. Non-Discrimination in Services

During the performance of this Agreement:
a. The OPERATOR shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:

i.) deny any individual the Services provided pursuant to the Agreement; or
ii.) provide the Services to an individual that are different, or provided in a different manner, from those provided to others pursuant to the Agreement; or
iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Agreement; or
iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Agreement; or
v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Agreement.

b. The OPERATOR shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:

i.) the Services to be provided, or
ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or
iii.) the class of individuals to be afforded an opportunity to receive the Services.

17. Nonsectarian Declaration

The Services performed under the Agreement are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

18. Certification

The OPERATOR certifies under penalties of perjury that, other than through the funds provided in the Agreement and other valid agreements with the GRANTEE, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the GRANTEE or County elected officials. The OPERATOR also certifies that there is no relationship within the third degree of consanguinity, between the OPERATOR, any of its partners, members, directors, or shareholders owning five (5%) percent or more of the OPERATOR, and the County.

19. Miscellaneous

19.1 Continuing Obligation. Termination of the Agreement for any reason does not relieve OPERATOR of the responsibility for payment of costs accrued during the term of this Agreement or related to the term of this Agreement, or for duties, penalties, or other payments to Customs related to events occurring during the term of this Agreement.

19.2 Governing Law. This Agreement shall be constructed under and in accordance with the laws of the State of New York.

19.3 Further Assurances. The parties covenant and agree that they will execute such other and further documents as are or may become necessary or convenient to effectuate and carry out the purpose
of the Agreement.

19.4 **Headings.** The headings used in this Agreement are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

19.5 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto or their respective legal representatives, successors, transferees, and assigns where permitted by this Agreement.

19.6 **Entire Agreement.** This Agreement supersedes any prior understanding or oral agreement between the parties with respect to the subject matter herein and constitutes the entire understanding and agreement between the parties with respect to the subject herein. There are no agreements, understandings, restrictions, representations, or warranties among the parties other than those set forth herein or provided for herein.

19.7 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all in the aggregate shall constitute one agreement.

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

19.9 **Relationship.** Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party as creating any relationship of principal and agent or as creating a partnership between the parties hereto.

19.10 **Amendment of Agreement.** No agreement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless such agreement is in writing and duly signed by the party against whom enforcement of such change, modification or termination is sought.

19.11 **No Waiver.** It shall not be construed that any failure or forbearance of the GRANTEE to enforce any provision of the Agreement in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.
Foreign Trade Magnet Site Operating Agreement

This Agreement ("Agreement") between the County of Suffolk ("County"), a municipal corporation of the State of New York, acting through its duly constituted Department of Economic Development and Planning ("Department"), located at H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, NY 11788, hereinafter collectively referred to as the Foreign Trade Zone Grantee ("Grantee"); and the Town of Islip Foreign Trade Zone Authority, a Public Benefit Corporation created under the laws of the State of New York, having an address at 1 Trade Zone Drive, Ronkonkoma, NY 11779, hereinafter referred to as Foreign Trade Zone Operator ("Operator" and/or "Contractor").

The parties hereto desire to enter into this Agreement for the operation of the Foreign Trade Magnet Site located at 1 Trade Zone Drive, Ronkonkoma, NY ("Services").

Term of Agreement: As set forth in Article I.

Total Cost of Agreement: $1.00 (One dollar) Fee to County – Waived, as set forth in Article I.

Terms and Conditions: Shall be as set forth in Article I and Exhibits A, B, C, D and E, attached hereto and made a part hereof.

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

TOWN OF ISLIP FOREIGN TRADE ZONE AUTHORITY

By: [Signature]
Brad Hemingway
Executive Director
Fed. Tax ID #
Date

Approved as to Form:
Dennis M. Brown
County Attorney

By: [Signature]
Basia Braddock
Assistant County Attorney
Date

COUNTY OF SUFFOLK

By: [Signature]
Dennis M. Cohen
Chief Deputy County Executive
Date

Approved:
Department

By: [Signature]
Theresa Ward
Acting Commissioner
Date

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General Terms and Conditions

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Exhibit A
U.S. Foreign Trade Zones Board Order No. 150 (dated December 13, 1979)

Exhibit B
U.S. Department of Commerce Foreign Trade Zones Board Order No. 1922 (dated December 9, 2013)

Exhibit C
Legal Description

Exhibit D
Survey

Exhibit E
Suffolk County Legislative Requirements
Article I
General Terms and Conditions

Whereas, pursuant to Order No. 150 issued by the Foreign Trade Zones Board ("Board") on December 13, 1979, Grantee received approval to operate a general-purpose foreign trade zone (the "Grant"), in Islip, New York, adjacent to the New York City Customs port of entry, designated as Foreign-Trade Zone 52 ("FTZ 52"), see Exhibit "A," Order No. 150, attached hereto and made a part hereof; and

Whereas, the Operator, a Public Benefit Corporation, was duly created pursuant to New York General Municipal Law §975 and authorized to contract with the County for the operation of a foreign trade zone; and

Whereas, the Operator and the Grantee entered into an Agreement dated September 28, 1981 (the "1981 Agreement"), for operation of the zone site located at Long Island MacArthur Airport; and

Whereas, in 2009 the Board adopted the Alternative Site Framework ("ASF") (15 CFR Sec. 400.2) as an option for the establishment or reorganization of zones; and

Whereas, in 2013 Grantee applied to the Board for authority to re-organize under the ASF, re-designating the zone site located at Long Island MacArthur Airport as a magnet site with permanent status; and

Whereas, pursuant to Board Order No. 1922 dated December 9, 2013 Grantee's application to re-organize under the ASF was approved by the Board subject to the FTZ Act and the Board's regulations, including Section 400.13, and the Board's standard 2,000-acre activation limit for the zone, see Exhibit "B," Order No. 1922, attached hereto and made a part hereof; and

Whereas, Board Order No. 1922 which granted the re-organization under ASF also re-categorized FTZ 52's site at MacArthur Airport from a general-purpose site to a magnet site; and

Whereas, as a result of Grantee's re-organization under the ASF and the re-categorizing of the Zone Site at MacArthur Airport from a general-purpose to a magnet site the parties deem it practicable to terminate the 1981 Agreement and enter into this Foreign Trade Magnet Site Operating Agreement for operation of the magnet zone site located at 1 Trade Zone Drive, Ronkonkoma, NY; and

Whereas, pursuant to IR ______-2015 the Suffolk County Legislature authorized the County Executive or his designee to enter into this Agreement with the Town of Islip Foreign Trade Zone Authority; and

Whereas, pursuant to Resolution No. ______ the Board of the Town of Islip Foreign Trade Zone Authority authorized the Executive Director to enter into this Agreement with the County of Suffolk;

Now, Therefore, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

1. Definitions

1.1 "Act" means the Foreign Trade Zones Act of 1934, 19 U.S.C. § 81a et. seq., as amended from time to time.

1.2 "Alternative Site Framework" (or "ASF") means a designation and management of a zone site allowing greater flexibility and responsiveness to serve single-operator/user locations. Adopted by the Board in December 2008 74 FR 1170, January 12, 2009; correction 74 FR 3987, January 22, 2009) and modified by the Board in November 2010 (75 FR 71069; November 22, 2010).
1.3 "Activate" or "Activation" means the process of obtaining Customs approval to use foreign trade zone procedures at a particular location as detailed in 19 C.F.R. §146. "Activated" refers to space in the Zone so approved.

1.4 "Agreement" means this Foreign Trade Magnet Site Operator Agreement by and between the County of Suffolk and the Town of Islip Foreign Trade Zone Authority.

1.5 "1981 Agreement" means the Agreement between the County of Suffolk and the Town of Islip Foreign Trade Zone Authority dated September 28, 1981.

1.6 "Authority" means the Town of Islip Foreign Trade Zone Authority.

1.7 "Bond" means the Foreign Trade Zones Operator's Bond to be provided and maintained by Operator throughout the term of this Agreement.

1.8 "CBP" means the U.S. Customs and Border Protection.

1.9 "Department of Commerce" means the U.S. Department of Commerce.

1.10 "Foreign Trade Zones Board" (or "Board") means the board established by the Act to carry out the provisions of the Act.

1.11 "Grantee" means the County of Suffolk, to which the privilege of establishing, operating and maintaining Foreign-Trade Zone No. 52 has been granted by the Foreign Trade Zones Board.

1.12 "Magnet Site" means a site intended to serve or attract multiple operators or users under the ASF, as defined in 15 C.F.R. § 400.2 as amended from time to time.

1.13 "Operator" means the Town of Islip Foreign Trade Zone Authority, the entity designated by the Grantee to conduct foreign trade zone activities at the Zone Site.

1.14 "Site" or "Zone Site" means the property occupied by Operator, located at 1 Trade Zone Drive, Ronkonkoma, NY 11779, comprising approximately 52.6 acres, as more particularly identified in the legal description attached hereto and made a part hereof as Exhibit "C" and further depicted on the survey attached hereto as Exhibit "D."

1.15 "Zone User" is a party using a zone under agreement with a zone operator.

2. Term

This Agreement is effective upon full execution and shall continue for a term of twenty (20) years, unless sooner terminated as provided herein. This Agreement shall automatically renew for two (2) additional ten (10) year periods unless either party notifies the other in writing at least six (6) months prior to the expiration of the current term or extension that such party does not desire to renew this Agreement.

3. Operations

3.1 Grant. GRANTEE hereby grants to OPERATOR an exclusive right to operate the Zone Site as a Magnet Site. OPERATOR is designated as the magnet site operator with respect to procedures and activities occurring at the Site. OPERATOR agrees during the term of this Agreement to exercise its rights and powers in accordance with the terms and conditions of this Agreement and hereby
assumes responsibility for the operation and management of said Zone Site. OPERATOR shall undertake all of the duties and responsibilities of an operator necessary to conduct the operations as set forth in the Grant and as defined in Treasury Regulations, 19 C.F.R. Part 146, as amended from time to time, and in accordance with the rules and regulations of the Board, the CBP, and any and all government agencies having jurisdiction at the Site. OPERATOR shall be responsible for the proper admission of all merchandise into the Zone Site, and for the satisfaction of all Customs requirements regarding merchandise at the Zone Site.

3.2 Compliance with Act and Regulations.

i. There are hereby incorporated by reference into this Agreement all regulations of the Act, CBP, the Board and the Department of Commerce relating to the Foreign Trade Zones Program (hereinafter collectively referred to as the "Regulations"). Any subsequent amendment to the foregoing regulations and provisions or further regulations and provisions promulgated by the CBP, the Board or the Department of Commerce, which are applicable to either party or to the Zone site shall also be deemed incorporated herein and, as appropriate, will supersede the cited regulations and provisions.

ii. At all times during which the Site is Activated, OPERATOR shall operate and maintain the Site in accordance with all provisions of the Act and all applicable federal regulations as may be in effect.

iii. The Act and all applicable regulations shall govern the manner in which OPERATOR maintains and operates the Site. Any changes to the Act or to the Regulations which impact the provisions of this Agreement will take precedence over the provisions of this Agreement. This Agreement pertains to the rights and obligations between the GRANTEE and the OPERATOR and is supplementary to the Act and the Regulations.

iv. Unless specifically stated otherwise, in applying the regulations to this Agreement, OPERATOR shall be substituted for GRANTEE, it being the understanding of the parties that OPERATOR assumes all obligations of the GRANTEE with respect to the operational aspects of the Site.

3.3 Correspondence with CBP. OPERATOR shall promptly provide copies to GRANTEE of all correspondence between OPERATOR and CBP with regard to activity at the Site. OPERATOR shall promptly notify GRANTEE of any notices from CBP that have a reasonable possibility of resulting in the assessment of fines or penalties by CBP against OPERATOR and/or GRANTEE.

3.4 Correspondence with Foreign Trade Zones Board. OPERATOR shall promptly provide copies to GRANTEE of all correspondence between OPERATOR and the Board related to the Site.

3.5 Improvements. OPERATOR agrees that all construction and improvements at the Zone Site shall be constructed at the sole expense of OPERATOR. Prior to commencing any new construction, alteration, additions or modifications to the Zone Site which may impact areas activated by CBP or the granted scope of authority, OPERATOR shall notify GRANTEE, the CBP and the Board in writing, before commencing construction activities.

3.6 Changes in Operations. Prior to commencing Production activity (as defined in 15 C.F.R. 400.1) in the Zone Site, irrespective of whether or not such activities will require a physical modification to the Site, OPERATOR shall obtain approval from the Board and/or CBP, as required, before such Production activity is commenced.

3.7 Maintenance of Premises. OPERATOR shall, at all times, maintain the premises, structures and other facilities within the Zone Site in good condition so as not to endanger the life and health of the employees of the United States, OPERATOR, suppliers, and others who may be required to enter
4. **Operating Costs, Fees and Expenses**

4.1 **Direct Costs.** OPERATOR shall bear all costs of performing its rights and responsibilities as the operator of the Site, including but not limited to, all expenditures, operating costs and capital improvements at the Zone Site. It is expressly understood and agreed that the entire cost of the establishment, promotion, operation and administration of the zone is the responsibility of the OPERATOR and that the GRANTEE is in no way responsible for any part thereof.

4.2 **Operating Fee.** In consideration of the grant of this agreement to operate and maintain the Zone Site, OPERATOR shall pay to GRANTEE an annual fee of $1.00 (One Dollar) throughout the term of this Agreement. GRANTEE reserves the right to increase the annual fee. GRANTEE will notify OPERATOR, in writing, of any increase at least sixty (60) days prior to the effective date.

4.3 **U.S. Customs & Border Protection Administrative Expense.** OPERATOR shall pay, or cause to be paid, the full cost of all CBP administrative fees attributable to the Zone Site, if any are required by law, regulation, or ruling.

5. **Books, Records and Reports**

5.1 **Books and Records.** OPERATOR shall maintain complete and accurate books and records with respect to the operation of the Zone Site in accordance with generally accepted principles of accounting and in compliance with 19 CFR Part 146, which shall include but not be limited to the following:

a) Accounting for all merchandise, including merchandise that is of domestic status, temporarily deposited, admitted, granted a zone status and/or status change, stored, exhibits, manipulated, manufactured, destroyed, transferred, and/or removed from the Zone Site;

b) Producing accurate and timely reports and documents;

c) Identifying shortages and overages of merchandise in the Zone Site in sufficient detail to determine the quantity, description, tariff classification, Zone Site status, and value of the missing or excess merchandise;

d) Providing all the information necessary to make entry for merchandise being transferred to the Customs territory; and

e) Providing an audit trail to Customs forms from admission through manipulation, manufacture, destruction or transfer of merchandise from the Zone Site by a Customs authorized inventory method.

5.2 **Retention of Records.** OPERATOR shall retain all records pertaining to zone procedures at the Site for at least seven (7) years after the merchandise covered by such records has been withdrawn from the Zone, or longer if required by CBP.

5.3 **Reports.** OPERATOR agrees to submit to GRANTEE within forty-five (45) days after the end of each calendar year, such information as may be necessary to enable GRANTEE to file its annual report. In addition, OPERATOR agrees to promptly provide GRANTEE with any and all information concerning zone operations as requested by GRANTEE for submission to the Foreign Trade Zones Board, to CBP, or to any other governmental agency. OPERATOR warrants that all information provided or to be provided to GRANTEE, is true and correct at the time such information is provided. OPERATOR agrees to promptly update any information provided to GRANTEE that is later determined to be or to have become incorrect.
5.4 Confidentiality. All information received by or reviewed by GRANTEE shall be confidential, except as such information may be required to be disclosed under applicable law.

6. Insurance and Bond Requirements

6.1 Insurance. OPERATOR agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the GRANTEE. The OPERATOR agrees to require that all of its subcontractors, in connection with work performed for the OPERATOR related to this agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the GRANTEE. Unless otherwise specified by the grantee and agreed to by the OPERATOR, in writing, such required insurance shall be as follows:

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

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

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

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

In lieu of procuring and maintaining the aforesaid insurance, the Contractor may elect to obtain such coverage through a program of self-insurance, provided that any such insurance shall be subject to review and approval by the County prior to execution of this Contract. The Contractor shall supply any and all information requested by the County in regard to such insurance in order to perform its review.

6.2 The GRANTEE reserves the right to increase the liability limits set forth herein.

6.3 All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

6.4 The OPERATOR shall furnish to the GRANTEE, prior to the execution of the Agreement, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.
6.5 In the case of commercial general liability insurance and business use automobile insurance, the OPERATOR shall furnish to the GRANTEE, prior to the execution of the Agreement, a declaration page or insuring agreement and endorsement page evidencing the GRANTEE's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

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

6.7 In the event the OPERATOR shall fail to provide evidence of insurance, the GRANTEE may provide the insurance required in such manner as the GRANTEE deems appropriate and deduct the cost thereof from a Fund Source.

6.8 Customs Bond. OPERATOR shall pay the full cost of and provide to CBP a Foreign Trade Zones Operator's Bond, and maintain such Bond throughout the term of this Agreement for any period during which the Site is activated. OPERATOR shall be named as a principal on the Customs Bond. Prior to Activation, OPERATOR shall supply GRANTEE with a copy of the Bond, and at least thirty (30) days prior to the expiration of the then current Bond, provide GRANTEE with a copy of a successor or renewal Bond.

6.9 Suspension of Admissions for Insufficient Bond. GRANTEE reserves the right to request CBP suspend the admission of merchandise under Zone procedures to the Site at any time following ten (10) days prior written notice to OPERATOR of, and failure of OPERATOR to cure during such ten (10) day period, any of the following:

1. GRANTEE has not been provided with satisfactory evidence that a Bond is in effect;
2. GRANTEE reasonably believes that the Bond is or has become insufficient in amount;
3. GRANTEE reasonably believes that the surety writing the Bond may not be able to meet its obligations in the event of a default requiring payment of the full amount of the Bond; or
4. GRANTEE otherwise reasonably believes the Bond to be defective or insufficient, in which event GRANTEE shall provide OPERATOR with a description of the specific nature and/or extent of such defect or insufficiency.

6.10 OPERATOR's failure to comply with any of the requirements of this section shall constitute cause for termination of the Agreement.

7. Indemnification and Defense

The OPERATOR shall protect, indemnify, and hold harmless the GRANTEE, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the OPERATOR, including reimbursement of the cost of reasonable attorneys' fees incurred by the GRANTEE, its agents, servants, officials, and employees in any action or proceeding arising out of, or in connection with, the Agreement. In the event any claim subject to the above indemnity is assessed against GRANTEE, GRANTEE agrees to promptly notify OPERATOR in writing of the claim. OPERATOR shall defend the GRANTEE, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Agreement. Alternatively, at the GRANTEE's option, the GRANTEE may defend any such proceeding or action and require the OPERATOR to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such
RESOLUTION NO. 2016, TRANSFERRING 100% GRANT FUNDING IN THE AMOUNT OF $1,000 AWARDED BY THE US DEPARTMENT OF JUSTICE TO THE SUFFOLK COUNTY PROBATION DEPARTMENT

WHEREAS, Suffolk County applied for and was awarded a grant through the United States Department of Justice’s Edward Byrne Memorial Justice Assistance Local Solicitation Grant Program bearing award number 2013-DJ-BX-0783, in the amount of $180,104; and

WHEREAS, the GRANT funds were accepted in accordance with Resolution No. 894-2013 dated October 8, 2013; and

WHEREAS, the Probation Department has a balance of $1,000 remaining in 001-PRO-3199-4980-JQV1 in the 2016 funds. These funds are not needed at this time for Pederson-Krag; and

WHEREAS, the Department of Probation has received approval from the US Department of Justice to amend the grant application to transfer $1,000 of grant funds; and

WHEREAS, the Suffolk County Probation Department will use the additional $1,000 to purchase a printer and accessories for grant support staff; and

1st RESOLVED, that the County Comptroller and the County Treasurer be and they hereby are authorized to transfer the program funds in the amount of $1,000 from the Department of Probation as follows:

FROM:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept.</th>
<th>Unit</th>
<th>Object</th>
<th>Object Name</th>
<th>Amount</th>
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<tr>
<td>001</td>
<td>PRO</td>
<td>3199</td>
<td>4980-JQV1</td>
<td>Contracted Agency</td>
<td>$1,000</td>
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TO:

<table>
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<th>Fund</th>
<th>Dept.</th>
<th>Unit</th>
<th>Object</th>
<th>Object Name</th>
<th>Amount</th>
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<tbody>
<tr>
<td>001</td>
<td>PRO</td>
<td>3199</td>
<td>2020</td>
<td>Office Machines</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

and be it further

2nd RESOLVED, that the deadline to expend these fund is September 30, 2017 in conformance with the terms of the grant allocation; and

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.

4th RESOLVED, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individuals filing the positions created by this Resolution at the conclusion of the grant funding provided for such position created by said grant.

DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County
Date:
1. **Type of Legislation**

   Resolution _X_  Local Law ___  Charter Law ___

2. **Title of Proposed Legislation**

   TRANSFERRING 100% GRANT FUNDING IN THE AMOUNT OF $1,000 AWARDED BY THE US DEPARTMENT OF JUSTICE TO THE SUFFOLK COUNTY PROBATION DEPARTMENT

3. **Purpose of Legislation**

   To transfer federal grant funds in the amount of $1,000 within the Department of Probation.

4. **Will the Proposed Legislation Have a Fiscal Impact?**

   Yes _X_  No ___

5. **If the answer to item 5 is “yes”, on what will it impact?**

   (Circle appropriate category)

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

6. **If the answer to item 5 is “yes”, provide Detailed Explanation of Impact**

   The transfer of the grant funds has a positive impact on the Revenues budgeted in 2016. At the time of the grant application the agencies were in need of the funds for startup costs for the programs. After the resolution was processed, the agencies received funding from other sources.

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

   None to the County.

8. **Proposed Source of Funding**

   001-4353 Byrne JAG Program

9. **Timing of Impact**

   Immediate

10. **Typed Name & Title of Preparer**

    Robert Mamo, Ph. D.
    Chief Planner

11. **Signature of Preparer**

12. **Date**

    August 1, 2016
TITLE OF BILL: TRANSFERRING 100% GRANT FUNDING IN THE AMOUNT OF $1,000 AWARDED BY THE US DEPARTMENT OF JUSTICE TO THE SUFFOLK COUNTY PROBATION DEPARTMENT

PURPOSE OR GENERAL IDEA OF BILL: To transfer federal grant funds in the amount of $1,000 within the Probation Department.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to transfer $1,000 of federal funds awarded as follows:

JUSTIFICATION: the Department of Probation has received approval from the US Department of Justice to amend the grant application to transfer funds within the Department of Probation. The Probation Department has a balance of $1,000 remaining in 001-PRO-3199-4980-JOV1 in the 2016 funds. These funds are not needed at this time for Pederson-Krag.

| FROM: | |
|-------|-------|---------|-----------------|----------|
| Fund  | Dept. | Unit    | Object         | Object Name       | Amount |
| 001   | PRO   | 3199    | 4980-JQG1      | Contracted Agency | $1,000 |

| TO:    | |
|--------|-------|---------|-----------------|----------|
| Fund  | Dept. | Unit    | Object         | Object Name       | Amount |
| 001   | PRO   | 3199    | 2020           | Office Machines   | $1,000 |
**Grant Adjustment Notice**

**Grantee Information**

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<tr>
<th>Grantee Name</th>
<th>Project Period</th>
<th>GAN Number</th>
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<td>10/01/2012 - 09/30/2017</td>
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<tr>
<td>100 VETERANS MEMORIAL</td>
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<td>07/20/2016</td>
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<tr>
<td>HIGHWAY Yaphank Ave</td>
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<td>HAUPPAUGE, 11788</td>
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<th>Grantee DUNS Number</th>
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<tr>
<td>07-841-3306</td>
<td>Ana Dobrzenska</td>
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**Change Project Scope**

- ✔ Altering programmatic activities
- ✔ Altering the purpose of the project
- ✔ Changing the project site
- ✔ Contracting out, sub-granting or otherwise obtaining the services of a third party to perform activities that are central to the purpose of the award
- ✔ Other (Please enter type of scope change below)

**Required Justification for Change Project Scope:**

It is requested to change one (1) project that will not complete in the time frame of the grant. Please see the attached documentation for additional information.

**Attachments:**

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**Audit Trail:**

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https://grants.ojp.usdoj.gov/gmsexternal/gan/processGAN.st?ganId=681658 8/1/2016
MEMORANDUM

TO: BJA
FROM: Robert C. Marmo, PhD, Chief Planner
DATE: July 1, 2016
SUBJECT: GAN Change in Scope Approval

GAN Request for USDOJ 2013-DJ-BX-0783 – Edward Byrne Justice Assistance Grant (JAG)

One project under this grant will not be completed in the time frame allotted for the grant. The original project description is below followed by the proposed changes are below.

Project 11: $1,000
Purpose Areas: Prevention and education programs
Program Name: Pederson-Krag Center, Addiction Recovery Services

The Pederson-Krag Center (“The Center”) is one of the largest private, not-for-profit outpatient mental health and substance abuse treatment centers on Long Island. The program provides services to offenders requiring addiction recovery services who have co-occurring mental health disorders. To support these efforts, the program will purchase updated curriculum focusing on integrated services as well updated support materials for each of our locations to better service this vulnerable and often disenfranchised population. The curriculum is an evidence based model developed by Hazelden entitled, the Hazelden Co-Occurring Disorders Program Cognitive Behavioral Therapy Curriculum 3 Integrated Services for Substance Use and Mental Health Problems, Developed by Faculty from the Dartmouth Medical School. The cost is $265.00 each x 4 (1 for each site: 1 as training resource).

Total to be reallocated: $1,000.00

- Change in Scope of Work – “New Project” – The Probation Department would like use $1,000 to purchase a printer and accessories for Probation Officers. The Probation Department is looking to replace outdated printers. The cost with all the peripherals is still about half the cost of a repairing printers.
Project 6: $5,000

Purpose Areas: Prevention and education programs
Program Name: Youth Police Academy

The Suffolk County Youth Academy is available to students between 16 – 18 years old who are interested in pursuing a career in law enforcement. Students are taught discipline, structure, and respect for themselves and others. One obstacle to increasing student enrollment is lack of funding, transportation and equipment. Funding would cover registration for 50 students at $40 per student plus $25 per student for uniforms and transportation of $35 per student for transportation. The program will be held for one week for the month of July 2014 between the hours of 8:00am to 4:00pm. The Suffolk County Youth Bureau would like to provide scholarships to 50 disadvantaged students who reside in Suffolk County to participate in the Summer Program.

Amendment of Project:

The Suffolk County Police Department would like to amend the $5,000 budget allocated for the Suffolk Youth Academy to include the purchase of five (5) large coolers costing approximately $100 each. We originally budgeted a registration fee of $40 per student for 50 students, $25 per student for uniforms and $35 per student for transportation. The $40 registration fee, originally budgeted, would have been used to provide the food for the duration of each camp as well as the cost of the fishing trip that each youth academy class gets to attend. As Island Harvest has agreed to provide food for the camps, the registration fee is no longer needed and we were able to use the bulk of the funding to cover the total cost of the uniforms. With Island Harvest providing the food we are able to offer four youth academies this summer at no cost to the students. We are requesting the reallocation of $502 toward coolers that will be used to keep the food provided by Island Harvest at the required temperatures prior to serving.

The new budget:

<table>
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<tr>
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<tr>
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<tr>
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<td>Prison Families Anonymous weekly</td>
<td>5,000</td>
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<tr>
<td>memoir-writing workshops for</td>
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<tr>
<td>children and siblings of the</td>
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<tr>
<td>incarcerated</td>
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<tr>
<td>Boys and Girls Club of Bellport</td>
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<tr>
<td>Brookhaven Town Youth Court</td>
<td>7,500</td>
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<td>$52,000</td>
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<td>TOTAL CONSULTANTS/CONTRACTS:</td>
<td>70,103</td>
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<tr>
<td>OTHER COSTS</td>
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<td>Youth Bureau/Police</td>
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<td>Youth summer police academy</td>
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<td>Sheriff</td>
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<td>Sheriff Gang Seminar</td>
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<td>0</td>
<td>The seminar will serve to facilitate inter-jurisdictional information and intelligence exchange to aid in the apprehension of criminal groups.</td>
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<td>TOTAL OTHER COSTS:</td>
<td>5,000</td>
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<tr>
<td>TOTAL DIRECT COSTS:</td>
<td>180,104</td>
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4. DUNS Number
   0784413308

5. Report Type
   Quarterly

6. Basis of Accounting
   Cash

8. Project/Grant Period
   From: (Month, Day, Year) 10/01/2012
   To: (Month, Day, Year) 09/30/2016
   Reporting Period End Date 03/31/2016

10. Transactions
    Cumulative

   a. Cash Receipts
   b. Cash Disbursements
   c. Cash on Hand (line a minus b)

Federal Cash (To report multiple grants also use FFR Attachment):

   d. Total Federal funds authorized $180,104.00
   e. Federal share of expenditures $154,023.96
   f. Federal share of unliquidated obligations 0.00
   g. Total Federal share (sum of lines e and f) $154,023.96
   h. Unobligated balance of Federal funds (line a minus g) 26,080.04

11. Indirect Expense
    a. Type
    b. Rate
    c. Period From
    d. Period To
    e. Amount Charged
    f. Federal Share
       Not Applicable

   g. Totals:

13. Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code Title 18, Section 1001)

   a. Type or Printed Name and Title of Authorized Certifying Official
      Evelyn Green, Prin. Federal & State Aid Claims Examiner

   b. Signature of Authorized Certifying Official

   c. Telephone (Area code, number and extension) (511) 682-285
   d. Email address evelyn.green@suffolkcounty.ny.gov

   e. Date Report Submitted (Month, Day, Year) 04/29/2016

14. Agency use only
   cip Vendor Number: 116500488

Paperwork Burden Statement
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0081. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0081), Washington, DC 20503.
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<td>12,856.80</td>
<td>14,986.80</td>
<td>2,143.60</td>
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**Subtotal:**

- **$36,750.00**
- **$12,856.80**
- **$14,986.80**
- **$2,143.60**

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**Subtotal:**

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- **$0.00**
- **$0.00**
- **$0.00**

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<tbody>
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**Subtotal:**

- **$0.00**
- **$0.00**
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**Subtotal:**

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<tbody>
<tr>
<td>1120 - Overtime Costs</td>
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<td>3500 Other-Undefined</td>
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**Subtotal:**

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**Subtotal:**

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**Subtotal:**

- **$0.00**
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<td>401-PRO-3190</td>
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**Subtotal:**

- **$0.00**
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<td>401-PRO-3190</td>
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**Subtotal:**

- **$0.00**
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<tr>
<td>401-PRO-3190</td>
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**Subtotal:**

- **$0.00**
- **$0.00**
- **$0.00**
- **$0.00**
**EXPENDITURE CONTINUATION SHEET**

**JAG-CRIMINAL JUSTICE IMPROVEMENT PROJECT**  
2013-DJ-BX-0793  
10/01/12 - 09/30/16

<table>
<thead>
<tr>
<th>DATE PAID</th>
<th>CHECK OR Voucher #</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1ST QTR 2016</td>
<td></td>
<td>Probation - 3199 - CJCC - Equipment</td>
<td></td>
</tr>
<tr>
<td>01/15/16</td>
<td>3497298</td>
<td>BARRY WINKLER</td>
<td>1st amendment/extend. $10,000 for 9/1/15-8/31/16 fee for service</td>
</tr>
<tr>
<td>01/22/16</td>
<td>3501510</td>
<td>JESSICA KLAVER</td>
<td>2nd half of 2nd amendment/extension fee for service</td>
</tr>
<tr>
<td>01/29/16</td>
<td>3504529</td>
<td>JESSICA KLAVER</td>
<td>SEPT/OCT CLAIM</td>
</tr>
</tbody>
</table>

Subtotal  
$4,050.00

Contracted Services - 4680

Subtotal  
$0.00

Grand total  
$4,050.00
TO: EVELYN GREEN  
FEDERAL AND STATE AID CLAIMS UNIT  
RM: N212  
300 CENTER DRIVE  
RIVERHEAD, NY 11901  

FROM: DEBORAH SCHWAMBORN, SR. ACCOUNT CLERK  
YAPHANK, NY  
EX: 24551  

DATE: 2/1/16  

SUBJECT: 3190 - JUSTICE ASSISTANCE GRANT  

FEDERAL & STATE AID REPORT FOR THE FOLLOWING:  

<table>
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<tr>
<th>NAME</th>
<th>Month Claimed</th>
<th>Amount Claimed</th>
<th>Date Paid</th>
<th>Check #</th>
<th>Voucher #</th>
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</thead>
<tbody>
<tr>
<td>JESSICA KLAVER</td>
<td>SEPT/OCT</td>
<td>$1,100.00</td>
<td>1/29/2016</td>
<td>3504529</td>
<td>359183</td>
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TOTAL $1,100.00

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<tr>
<th>Recap</th>
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<tr>
<td>4560</td>
<td>$1,100.00</td>
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<td>4980</td>
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<td>3010</td>
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<td>3500</td>
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<tr>
<td>2020</td>
<td>$0.00</td>
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<tr>
<td>TOTAL</td>
<td>$1,100.00</td>
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</table>
County of Suffolk, New York - Payment Voucher

Vendor Code (10-1):
396 841961

<table>
<thead>
<tr>
<th>Ln (02)</th>
<th>Reference Document</th>
<th>Comp (3)</th>
<th>Voucher No (12)</th>
<th>Line (2)</th>
<th>Issue Date (4)</th>
<th>Description (17)</th>
<th>Amount (Include Cents)</th>
<th>J/D</th>
<th>P/F</th>
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<tr>
<td>01</td>
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<td>07/02/2015</td>
<td>Dept/Out</td>
<td>$1,100.00</td>
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<td>04</td>
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<td>Entered as a PAY</td>
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Additional Comments:
For psychological evaluation services as per the attached services for the month of Sept/Oct 2015

Total: $1,100

DEPARTMENT CERTIFICATION: I hereby certify that the materials above specified have been received by me in good condition without substitution. The service properly performed and that the quantities thereof have been verified with the exceptions of discrepancies noted and payment is approved.

PAYEE CERTIFICATION: I certify that the above bill is just, true and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing, that taxes from which the County is exempt are excluded and that I have read and am familiar with the provisions of Local Law 32-1980 as detailed in the payee instruction section of this voucher.

SIGNED: [Signature]  DATE: [Date]  TITLE: [Title]
PAYEE'S SIGNATURE: [Signature]  TITLE: [Title]  NAME OF COMPANY: [Company Name]
## EXPENDITURE CONTINUATION SHEET

**JAG-CRIMINAL JUSTICE IMPROVEMENT PROJECT**  
2013-DJ-BX-0783 - 10/01/12 - 09/30/16

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<th>DATE PAID</th>
<th>CHECK OR Voucher #</th>
<th>DESCRIPTION OF CHARGES</th>
<th>AMOUNT</th>
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<tr>
<td>1ST QTR 2016</td>
<td>Police - 3222</td>
<td><strong>1120 - Overtime</strong></td>
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</tr>
<tr>
<td></td>
<td></td>
<td><strong>Hate Crimes</strong></td>
<td></td>
</tr>
<tr>
<td>Various</td>
<td>Various</td>
<td>Pistol Licensing</td>
<td></td>
</tr>
<tr>
<td>01/22/16</td>
<td>3501649</td>
<td>Police Overtime for 01/01/16 - 03/31/16 - CC# 14-0565115</td>
<td>$679.88</td>
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**Sub Total**: $679.88

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<tr>
<th>2500 - Other Equipment</th>
<th>Adaptive Digital - Covert Cameras</th>
<th>$8,890.00</th>
</tr>
</thead>
</table>

**Sub Total**: $8,890.00

**Grand Total**: $9,569.88
TO: Evelyn Creen  
Federal & State Aid Claims Unit  
Room N212  Riverhead County Center  
300 Center Drive, Riverhead, N.Y.  
11901

FROM: Susan C. Krause, Grants Analyst  
Police Department  
Yaphank, N.Y.  11980

DATE: April 19, 2016

SUBJECT: 115-POL-3222 - 2013 Byrne JAG  
Grant Period: 10/1/12-9/30/16

Total Claim Current Claim: $9,569.88

Obligated Un-liquidated funds: $0  
Remaining Grant Funds: $1,834.80 unobiligated  
Fringe Benefits part of SCPD allocation: No

The following amounts were expended during the 1st Quarter 2016.

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<th>Equipment</th>
<th>VOUCHER #</th>
<th>AMOUNT</th>
<th>DATE PAID</th>
<th>CHECK #</th>
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<td>1447165</td>
<td>$8,890.00</td>
<td>1/22/2016</td>
<td>3501649</td>
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<tr>
<td>Total</td>
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<td>$8,890.00</td>
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<th>OVERTIME</th>
<th>CC#</th>
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<tbody>
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<td>13-593162</td>
<td>$0.00</td>
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<td>1/1/16-3/31/16</td>
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<td>Pistol Licensing</td>
<td>14-565115</td>
<td>$679.88</td>
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<tr>
<td>1/1/16-3/31/16</td>
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<tr>
<td>Total Current</td>
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<td>$679.88</td>
</tr>
</tbody>
</table>

If there is any other information you need, please call Susan at 2-6601.
TO: Michael Montovano, Captain  
DATE: 04/19/2016  
COPY TO:  

FROM: Marianne Scheschowitz, Budget Analyst  

SUBJECT: INCIDENT OVERTIME REPORT

Pistol Lic.

The following is the overtime reported for the Central Complaint Number listed below. This report may differ from a prior report if there were additional entries into the overtime database for this incident.

Itemized and categorized for the CC# 14-0565115, search beginning from overtime date: 01/01/2016 and ending with: 03/31/2016.

<table>
<thead>
<tr>
<th>CMND</th>
<th>DATE</th>
<th>NAME</th>
<th>RANK</th>
<th>HOURS</th>
<th>RATE</th>
<th>AMOUNT</th>
<th>FUND</th>
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<td>01/04/16</td>
<td>DEROCCO-GREENBERG,RE</td>
<td></td>
<td>1.500</td>
<td>28.93</td>
<td>43.40</td>
<td>15-3121</td>
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<td>01/05/16</td>
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<td>DEROCCO-GREENBERG,RE</td>
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<td>01/13/16</td>
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</table>

23.50 679.88 SUBTOTAL

Incident Overtime To 23.50 679.88 GRAND-T

Incident Total to Da 288.00 13616.85

Respectfully submitted

Marianne Scheschowitz  
Budget Analyst  
Command 5240
SUFFOLK COUNTY PAYMENT VOUCHER

Date of Record (mm/dd/yy)  
Accounting Period (mm/yy)  
Budget FY (yy)  
Document Total (Include Cents)  
Vendor Code (10-1)  
Vendor Name: Adaptive Digital  
Address: 20322 SW Acadia St  
Newport Beach, CA 92660  

Reference Document  
Invoice  
Amount (Include Cents)  
Rev (4)  
BS Acct (4)  
Description (17)  

01  
PC 39284  
115 POL 3222  
2300  
3420  
Inv 1890  
8890.00  
F  

02  

03  

04  

05  

Additional Comments  

Byrne Jag "2013"

DEPARTMENT CERTIFICATION: I hereby certify that the materials above specified have been received by me in good condition without substitution. The service properly performed and that the quantities thereof have been verified with the exceptions of discrepancies noted and payment is approved.

SIGNED: Carol/Peake 11/16

PAYEE CERTIFICATION: I certify that the above bill is just, true and correct; that no part thereof has been paid except as stated; that the balance is actually due and owing; that taxes from which the County is exempt are excluded and that I have read and am familiar with the provisions of Local Law 32-1989 as detailed in the payee instruction section of this voucher.

PAYEE'S SIGNATURE: See Attached

Title: Audit & Control

Form PV

Original: Department Accounting
**PURCHASE ORDER**

**COUNTY OF SUFFOLK, N.Y.**  
DPW - Purchasing Office  
335 Yaphank Avenue  
Yaphank, NY 11980-9734  
(631) 852-3106  
FAX: (631) 852-3227

**Procurement Folder #** 1061603  
**Delivery Date** 11/19/15

**Ship To:**  
SC POLICE DEPARTMENT  
GRANT FUNDING  
VARIOUS COMMANDS  
34 YAPHANK AVENUE  
YAPHANK, NY 11980-0249

**Bill To:**  
SC POLICE DEPARTMENT  
CHRISTINE MILLER  
BUDGET SECTION  
30 YAPHANK AVENUE  
YAPHANK, NY 11980-0249

**Vendor Address:**  
ADAPTIVE DIGITAL SYSTEMS, INC  
20322 SW ACACIA STREET  
Newport Beach, CA 92660

**Vendor Remittance Address:**  
BOD***  
BYRNE JAG 2013 ***  
POC:

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<td>68087</td>
<td>1</td>
<td>EACH COVERT BODY WORN CAMERA 8HOUR VIDEO/AUDIO RECORDER ITEM: NANO-RAVEN</td>
<td>5,000.00</td>
<td>5,000.00</td>
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<tr>
<td>68087</td>
<td>2</td>
<td>EACH GARMIN GPS FOR DUAL RAVEN ITEM: RAVEN-GPS</td>
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<td>1,800.00</td>
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<tr>
<td>68087</td>
<td>1</td>
<td>EACH WATER BOTTLE CONCEALMENT WITH CAMERA AND MICROPHONE ITEM: RAVEN-BOTTLE</td>
<td>650.00</td>
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<td>68087</td>
<td>1</td>
<td>EACH COFFEE MUG CONCEALMENT WITH CAMERA AND MICROPHONE ITEM: RAVEN-MUG</td>
<td>800.00</td>
<td>800.00</td>
</tr>
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**TOTAL** 8,890.00

**FOR PAYMENT INQUIRIES, CONTACT SHIP TO PHONE # AT TOP.**

**PAYEE CERTIFICATION:** I certify that the above bill is just, true, and correct that no part thereof has been paid except as stated and that the balance is actually due and owing, and that taxes from which the county is exempt are excluded.

**DATE** 12/24/15  
**PAYEE'S SIGNATURE IN INK**  
Adaptive Digital Systems, Inc.

**IMPORTANT** READ CONDITIONS ON BACK HEREOF

**COOPER COUNTY OF SUFFOLK**  
**ROB MUDGE**  
**DATE** 11/19/15

**DISCOUNT %**  
**NET**

---

**RECEIVED**  
**DEC 28 2015**

**BUDGET**
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<td></td>
<td>2ND SHIRT AND SPORTS HAT CONCEALMENT WITH CAMERA AND MICROPHONE ITEM: RAVEN-HAT</td>
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<td></td>
<td>PER QUOTE DATED 10/13/15</td>
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**SHIP TO SUPPLY SECTION**
**PLEASE REF: BYRNE JAG 2013 GRANT ON ALL PAPERWORK**

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<th>DEPT</th>
<th>UNIT</th>
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<th>AMOUNT</th>
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<td>POL</td>
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<td>2500</td>
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<tr>
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<td>POL</td>
<td>3222</td>
<td>2500</td>
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<td>800.00</td>
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<td>1</td>
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<td>POL</td>
<td>3222</td>
<td>2500</td>
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<td>0000</td>
<td>640.00</td>
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**TOTAL** 8,890.00

Discount %

NET

Page 2
## INVOICE

**Invoice Number:** 18590  
**Invoice Date:** Dec 21, 2015  
**Page:** 1

### SHIP TO

**SC POLICE DEPARTMENT**  
**CHRISTINE MILLER, BUDGET SECT.**  
**30 YAP HANK AVE.**  
**YAP HANK, NY 11980-0249**

### BILL TO

**SC POLICE DEPARTMENT**  
**GRANT FUNDING**  
**34 YAP HANK AVE**  
**YAP HANK, NY 11980**

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<th>Due Date</th>
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<td>12/15/15</td>
<td>1/20/16</td>
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<th>Unit Price</th>
<th>Amount</th>
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<tr>
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<td>COVERT BODY WORN CAMERA 8 HOUR VIDE/AUDIO RECORDER</td>
<td>5,000.00</td>
<td>5,000.00</td>
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<td>ITEM: NANO-RAVEN</td>
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<tr>
<td>2.00</td>
<td>GARMIN GPS FOR DUAL RAVEN</td>
<td>900.00</td>
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<td>1.00</td>
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<td>ITEM: RAVEN-SHIRT</td>
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**Subtotal**  
8,890.00

**Total Invoice Amount**  
8,890.00

**Check No:**

---

Adaptive Digital Systems, Inc.  
20322 SW Acacia Street, Newport Beach, CA 92660-1702  
(949) 955-3116 Fax (949) 955-3108
<table>
<thead>
<tr>
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<th>MANUFACTURER'S SERIAL NO.</th>
<th>CONTROL NO. (STICKER)</th>
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<td>RECORDER, VIDEO / AUDIO (COVERT) NANO-RAVEN</td>
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<td>COST: $5,000.00 EACH</td>
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<td>RAVEN-GPS (CONCEALMENT)</td>
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<td>INCLUDED ARE THE FOLLOWING ITEMS</td>
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<tr>
<td>RAVEN- BOTTLE (CONCEALMENT)</td>
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<td>RAVEN-MUG (CONCEALMENT)</td>
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<td>RAVEN-SHIRT (2) AND RAVEN- HAT (CONCEALMENT)</td>
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**TYPE OF TRANSFERS OR CHANGE**

- **ADDITIONS**
  - NEW PURCHASE
    - P.O. NO. 15 / 39284
  - GIFT
  - OTHER (Explain on PDCS-2042)

- **DELETIONS**
  - AUCTION
  - CONDEMNATION
  - DESTROYED
  - OTHER (Explain on PDCS-2042)

- **TRANSFERS**
  - COMMAND/LOCATION: FROM: NEW TO: 3420
  - FUND 15-3222

**AUTHORIZED SIGNATURES**

- TRANSFERRING OR INITIATING COMMANDING OFFICER: [Signature]
- RECEIVING DEPARTMENT COMMANDING OFFICER: [Signature]
PACKING SLIP

SHIP TO: SC POLICE  
34 YAPHANK AVE  
YAPHANK NY 11980

ATTN LT TIM DILLON

<table>
<thead>
<tr>
<th>Date</th>
<th>PO: 00000039284-1</th>
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Please contact ANNA GNEGY at anna.gnegy@adaptivedigitalsystems.com with any questions or concerns.
PACKING SLIP

SHIP TO: SC POLICE
34 YAPHANK AVE
YAPHANK NY 11980

ATTN LT TIM DILLION

| 12/4/15  | PO 000000382341 | 7751 2853 2984 |

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</table>

OUTSTANDING:
2-RAVEN GPS
6-HATS
2 SHIRTS

Please contact ANNA GNEGY at anna.gnegy@adaptiveDigitalsystems.com with any questions or concerns.
PACKING SLIP

SHIP TO: SC POLICE
34 YAPHANK AVE
YAPHANK NY 11980

ATTN LT TIM DILLIAN

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<td>PRINCE ORDER COMPLETED</td>
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</table>

Please contact ANNA GNEG at anna.gneg@adaptivedigitalsystems.com with any questions or concerns.
RESOLUTION NO. -2016, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 11 – SELDEN (CP 8117)

WHEREAS, Suffolk County Sewer District No. 11 - Selden - requires improvements; and

WHEREAS, a public hearing was held on April 12, 2016 at the regularly scheduled meeting of the County Legislature in Hauppauge, New York, in connection with the proposed improvements; and

WHEREAS, a resolution authorizing the issuance of $1,750,000 in Sewer District Serial Bonds and this resolution which appropriates funds have been submitted to the Legislature for approval; and

WHEREAS, the ultimate financing with funding sources including sewer district serial bonds and the Assessment Stabilization Reserve Fund is recognized; and

WHEREAS, the Administrative Head of Sewer District No. 11 - Selden has requested that funds be appropriated to cover planning and construction costs associated with the improvement project; and

WHEREAS, there are sufficient funds in the 2016 Capital Budget and Program for the improvements to the sewer system of Suffolk County Sewer District 11 – Selden; and

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

WHEREAS, pursuant to State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter “SEQRA”) Resolution No. 512-2012 and CEQ Resolution No. 37-2015 determined that the proposed improvement to the Sewer District No. 11 - Selden constitutes a Type II action pursuant to the provisions of NYCRR Part 617.5; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $1,750,000 in Sewer District Serial Bonds; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of seventy (70), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd RESOLVED, that the proceeds of $1,750,000 in Sewer District Serial Bonds be and they hereby are appropriated as follows:
<table>
<thead>
<tr>
<th>Project No.</th>
<th>Project Title</th>
<th>AMOUNT</th>
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<td>Improvements to Sewer District 11</td>
<td>$750,000</td>
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<td>(Fund 211 Debt Service)</td>
<td>Selden – Planning</td>
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<td>527-CAP-8117.314</td>
<td>Improvements to Sewer District 11</td>
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<tr>
<td>(Fund 211 Debt Service)</td>
<td>Selden – Construction</td>
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</tr>
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</table>

; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C)(18), (20), (21), and (27) as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connection with routine or continuing agency administration and management; and be it further

4th RESOLVED, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements and applications for grant and aid funds upon such terms and conditions as he may deem necessary relating to the improvements to SD 11 - Selden.

DATED:

APPROVED BY:

County Executive of Suffolk County

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

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

2. Title of Proposed Legislation
   Appropriating Funds through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 11 – Selden (CP 8117).

3. Purpose of Proposed Legislation
   See No. 2 above

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

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

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact
   This resolution appropriates funds included in the Adopted Capital Program. The financial impact will be funded by the district residents using sewer district serial bonds. There will be no fiscal impact to the benefitted parcels due to the ASRF stabilizing rates.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
   The project is $1.75 million in sewer district serial bonds and the ASRF.

8. Proposed Source of Funding
   Sewer District Serial Bonds and ASRF

9. Timing of Impact
   2017

10. Typed Name & Title of Preparer
    Ben Wright, P.E., Principal Civil Engineer

11. Signature of Preparer
    [Signature]

12. Date
    8/1/16
## FINANCIAL IMPACT
### 2016 PROPERTY TAX LEVY
#### COST TO THE AVERAGE TAXPAYER

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## GENERAL FUND

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<th>2016 COST TO AVG TAXPAYER</th>
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## COMBINED

<table>
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<tr>
<th></th>
<th>2016 PROPERTY TAX LEVY</th>
<th>2016 COST TO AVG TAXPAYER</th>
<th>2016 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.

Page 2 of 2

To be completed by the Executive Budget Office
<table>
<thead>
<tr>
<th>Date</th>
<th>Coupon</th>
<th>Principal</th>
<th>Interest</th>
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<th>Fiscal Debt Service</th>
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$1,750,000.00 $1,494,678.78 $3,221,197.15 $3,222,658.78
TITLE OF BILL – Appropriating Funds through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 11 – Selden (CP 8117).

PURPOSE OR GENERAL IDEA OF BILL – This bill will appropriate funds in order to implement the improvements to the sanitary sewer system.

SUMMARY OF SPECIFIC PROVISIONS – The appropriations include $1.75 million in sewer district serial bonds.

JUSTIFICATION – Rehabilitation and replacement of portions of the piping system are necessary before failure occurs and additional cost associated with emergency response and overtime is required.

FISCAL IMPLICATIONS – Financing of the project will use a combination of sewer district serial bonds and the Assessment Stabilization Reserve Fund.
TO:  Jon Schneider, Deputy County Executive

FROM:  Gilbert Anderson, P.E., Commissioner

SUBJECT:  Appropriating Funds through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 11 – Selden (CP 8117)

DATE:  August 1, 2016

Attached is a draft resolution filed as Reso-DPW sd11 Selden improvements CP 8117 dated 8-1-16 and appropriate forms with backup filed as Backup-DPW SCIN form 175a and 175b – sd11 Selden improvements CP 8117 dated 8-1-16. The project involves improvements to the sewer system. Financing needs contained in the 2016 Adopted Capital Program and Budget uses Sewer District Serial Bonds of $1.75 million and are requested herein recognizing the use of the Assessment Stabilization Reserve Fund. The public hearing was held April 12th and the findings resolution was adopted.

We appreciate the resolution being laid on the table at the appropriate time.

GA:BW:ni
Attachment
cc: John Donovan, P.E., Chief Engineer, Sanitation
    Ben Wright, P.E., Principal Civil Engineer, Sanitation
    CE Reso Review

H:\SANITATION\resolutions\2016 Resolutions\ga-bw8-1-16 Back-up DPW sd11 Selden serial bonds CP 8117 memo to JSchneider.doc
RESOLUTION NO. -2016, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE INCREASE, IMPROVEMENT AND EXTENSION TO SUFFOLK COUNTY SEWER DISTRICT NO. 18 – HAUPPAUGE INDUSTRIAL (CP 8126)

WHEREAS, the Sewer District No. 18 – Hauppauge Industrial requires improvements and or expansion; and

WHEREAS, a public hearing was held on April 12, 2016 at the regularly scheduled meeting of the County Legislature in Hauppauge, New York, in connection with the proposed increase, improvement and extension; and

WHEREAS, the public hearing documents recognized that additional funds are required and that significant funds have been expended on the project to date and did develop the cost to property owners based on the overall funding needed; and

WHEREAS, a resolution authorizing the issuance of $6,000,000 in Sewer District Serial Bonds and this resolution which appropriates funds have been submitted to the Legislature for approval; and

WHEREAS, the Administrative Head of Sewer District No. 18 – Hauppauge Industrial has requested that funds be appropriated to cover construction costs associated with the improvement and expansion project; and

WHEREAS, there are sufficient funds in the 2016 Capital Budget and Program for the improvement and expansion of the Suffolk County Sewer District No. 18 – Hauppauge Industrial; and

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

WHEREAS, pursuant to State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter "SEQRA") Resolution No. 716-2004 determined that the proposed improvement and/or rehabilitation to the Sewer District No. 18 – Hauppauge Industrial constitutes a Type II action pursuant to the provisions of NYCRR Part 617.5; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $6,000,000 in Sewer District Serial Bonds to the benefit of all the sewer district; now, therefore be it

1st

RESOLVED, that it is hereby determined that this project, with a priority ranking of seventy-one (71), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further
2nd RESOLVED, that the proceeds of $6,000,000 in Sewer District Serial Bonds be and they hereby are appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Project Title</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>527-CAP-8126.311</td>
<td>Improvements to Sewer District No. 18 –</td>
<td>$6,000,000</td>
</tr>
<tr>
<td>(Fund 218 Debt Service)</td>
<td>Hauppauge Industrial – Construction</td>
<td></td>
</tr>
</tbody>
</table>

; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C)(18), (20), (21), and (27) as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connection with routine or continuing agency administration and management; and be it further

4th RESOLVED, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the improvements to Sewer District No. 18 – Hauppauge Industrial.

DATED:

APPROVED BY:

County Executive of Suffolk County

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

<table>
<thead>
<tr>
<th>1. Type of Legislation</th>
<th>Resolution X</th>
<th>Local Law</th>
<th>Charter Law</th>
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</table>

<table>
<thead>
<tr>
<th>2. Title of Proposed Legislation</th>
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<tbody>
<tr>
<td>Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Increase, Improvement and Extension to Suffolk County Sewer District No. 18 – Hauppauge Industrial (CP 8126)</td>
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</table>

<table>
<thead>
<tr>
<th>3. Purpose of Proposed Legislation</th>
</tr>
</thead>
<tbody>
<tr>
<td>See No. 2 above</td>
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<table>
<thead>
<tr>
<th>4. Will the Proposed Legislation Have a Fiscal Impact?</th>
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<tbody>
<tr>
<td>Yes X</td>
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<table>
<thead>
<tr>
<th>5. If the answer to Item 4 is &quot;yes,&quot; on what will it impact? (circle appropriate category)</th>
</tr>
</thead>
<tbody>
<tr>
<td>County</td>
</tr>
<tr>
<td>Village</td>
</tr>
<tr>
<td>Library District</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>6. If the answer to item 4 is &quot;yes,&quot; Provide Detailed Explanation of Impact</th>
</tr>
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<tbody>
<tr>
<td>This resolution appropriates funds included in the Adopted Capital Program. The financial impact is minimized by the Assessment Stabilization Reserve Fund at 3% per year.</td>
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</table>

<table>
<thead>
<tr>
<th>7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.</th>
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</thead>
<tbody>
<tr>
<td>The project is $6.0 million in serial bonds and the ASRF will continue to stabilize rates at an annual increase of 3%.</td>
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<table>
<thead>
<tr>
<th>8. Proposed Source of Funding</th>
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<tbody>
<tr>
<td>Serial Bonds</td>
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<table>
<thead>
<tr>
<th>9. Timing of Impact</th>
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<td>Maximum capital cost to property owners would be 2019</td>
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<table>
<thead>
<tr>
<th>10. Typed Name &amp; Title of Preparer</th>
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<tr>
<td>Ben Wright, P.E., Principal Civil Engineer</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>11. Signature of Preparer</th>
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<tr>
<td>Ben Wright</td>
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</table>

<table>
<thead>
<tr>
<th>12. Date</th>
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SCIN FORM 175B (10/95)
## GENERAL FUND

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<th>2016 FV Tax Rate Per $1000</th>
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## POLICE DISTRICT AND DISTRICT COURT

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<th>2016 FV Tax Rate Per $1000</th>
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<tr>
<td><strong>TOTAL</strong></td>
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## COMBINED

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<th>2016 Cost to Avg Taxpayer</th>
<th>2016 FV Tax Rate Per $1000</th>
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<td><strong>TOTAL</strong></td>
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### NOTES:

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

Page 2 of 2

To be completed by the Executive Budget Office
<table>
<thead>
<tr>
<th>Term of Bonds</th>
<th>Amount to Bond</th>
<th>Date</th>
<th>Coupon</th>
<th>Principal</th>
<th>Interest</th>
<th>Total Debt Service</th>
<th>Fiscal Debt Service</th>
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- $6,000,000.00
- $3,524,855.19
- $3,524,855.19
- $3,524,855.19
TITLE OF BILL - Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Increase, Improvement and Extension to Suffolk County Sewer District No. 18 – Hauppauge Industrial (CP 8126)

PURPOSE OR GENERAL IDEA OF BILL – To appropriate construction funds that are included in the Adopted Capital Program for 2016. Construction of sewers in the expanded sewer district will take place.

SUMMARY OF SPECIFIC PROVISIONS – $6 million will be appropriated and placed in Capital Project Line Item 8126.311 for construction of sewers that will take place during 2016.

JUSTIFICATION – The Hauppauge Industrial park members have supported the public hearing and project to expand the service area in the park as well as to improve sewerage infrastructure to continue to meet the regulations of New York State.

FISCAL IMPLICATIONS - The project will have $6 million in serial bonds, however, the ASRF will continue to stabilize rates at an annual increase of 3%.
TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E., Commissioner

SUBJECT: Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Increase, Improvement and Extension to Suffolk County Sewer District No. 18 – Hauppauge Industrial (CP 8126)

DATE: August 1, 2016

Attached is a draft resolution filed as Reso-DPW sd18 – Hauppauge Industrial Improvements CP 8126 dated 8-1-16 and appropriate forms with backup filed as Backup-DPW SCIN form 175a and 175b – sd18-Hauppauge Industrial Improvements CP 8126 dated 8-1-16. The project is to provide additional funds for improvements and expansion of the wastewater conveyance and treatment facilities in the Hauppauge Industrial Park. The improvements allow the extension of sewer service to 250 lots in the park. Financing needs contained in the 2016 Adopted Capital Program and Budget uses Sewer District Serial Bonds of $6.0 million and are requested herein.

The public hearing was held on April 12, 2016. The findings resolution has been adopted such that this resolution can proceed.

We appreciate the resolution being laid on the table at the appropriate time.
RESOLUTION NO. -2016 - APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 7 – MEDFORD (CP 8150)

WHEREAS, the Sewer District No. 7 – Medford sewer system including such things as force mains, gravity sewers, and manholes requires improvements; and

WHEREAS, a public hearing was held on April 12, 2016 at the regularly scheduled meeting of the County Legislature in Hauppauge, New York, in connection with the proposed improvements; and

WHEREAS, a resolution authorizing the issuance of $250,000 in Sewer District Serial Bonds and this resolution which appropriates funds have been submitted to the Legislature for approval; and

WHEREAS, the ultimate financing with funding sources including sewer district serial bonds and the Assessment Stabilization Reserve Fund is recognized; and

WHEREAS, the Administrative Head of Sewer District No. 7 – Medford has requested that funds be appropriated to cover construction costs associated with the improvement project; and

WHEREAS, there are sufficient funds in the 2016 Capital Budget and Program for the improvements to the wastewater treatment facility of Suffolk County Sewer District 7 – Medford; and

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

WHEREAS, pursuant to State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter “SEQRA”) Resolution No. 510-2012 determined that the proposed improvement to the Sewer District No. 7 – Medford constitutes a Type II action pursuant to the provisions of NYCRR Part 617.5; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $250,000 in Sewer District Serial Bonds; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-seven (67), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd RESOLVED, that the proceeds of $250,000 in Sewer District Serial Bonds be and they hereby are appropriated as follows:
Project No. 527-CAP-8150.317
(Fund 207 Debt Service)  Project Title
Improvements to Sewer District 7 - Medford – Construction

AMOUNT  $250,000

; and be it further

3rd RESOLVED, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements and applications for grant and aid funds upon such terms and conditions as he may deem necessary relating to the improvements to SD 7 – Medford.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:
1. Type of Legislation
   Resolution X Local Law ________ Charter Law ________

2. Title of Proposed Legislation
   Appropriating Funds through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 7 – Medford (CP 8150).

3. Purpose of Proposed Legislation
   See No. 2 above

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

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

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact
   This resolution appropriates funds included in the Adopted Capital Program. The financial impact will be funded by the district residents using sewer district serial bonds. There will be no fiscal impact to the benefitted parcels due to the ASRF stabilizing rates.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
   The project is $250,000 in sewer district serial bonds and the ASRF.

8. Proposed Source of Funding
   Sewer District Serial Bonds and ASRF

9. Timing of Impact
   2017-2036

10. Typed Name & Title of Preparer
    Ben Wright, P.E., Principal Civil Engineer

11. Signature of Preparer
    [Signature]

12. Date
    5/24/16
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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

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$250,000.00 | $195,147.84 | $445,147.84 | $445,147.84
TITLE OF BILL — Appropriating Funds through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 7 – Medford (CP 8150).

PURPOSE OR GENERAL IDEA OF BILL — This bill will appropriate funds in order to implement the improvements to the sewer system.

SUMMARY OF SPECIFIC PROVISIONS — The appropriations include $250,000 in sewer district serial bonds.

JUSTIFICATION — The aging sewer system requires rehabilitation and replacement of certain elements.

FISCAL IMPLICATIONS — Financing of the project will use a combination of sewer district serial bonds and the Assessment Stabilization Reserve Fund.
TO: Jon Schneider, Deputy County Executive  
FROM: Gilbert Anderson, P.E., Commissioner  
SUBJECT: Appropriating Funds through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 7 – Medford (CP 8150)  
DATE: August 1, 2016

Attached is a draft resolution filed as Reso-DPW sd7 Medford improvements CP 8150 dated 8-1-16 and appropriate forms with backup filed as Backup-DPW SCIN form 175a and 175B – sd7 Medford improvements CP 8150 dated 8-1-16. The project involves improvements to the sewer system including such things as force mains, gravity sewers, and manholes. Financing needs contained in the 2016 Adopted Capital Program and Budget uses Sewer District Serial Bonds of $250,000 and are requested herein recognizing the use of the Assessment Stabilization Reserve Fund. The public hearing was held on April 12th and the findings resolution was adopted.

We appreciate the resolution being laid on the table at the appropriate time.

GA:BW:ni
Attachment
cc: John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
CE Reso Review
H:\SANITATION\resolutions\2016 Resolutions\ga-bw8-1-16 Back-up DPW sd7 Medford serial bonds CP 8150 memo to JSchneider.doc
RESOLUTION NO. - 2016, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 10 – STONY BROOK (CP 8175)

WHEREAS, the Sewer District No. 10 – Stony Brook sewer system requires improvements and/or replacement; and

WHEREAS, a public hearing was held on April 12, 2016 at the regularly scheduled meeting of the County Legislature in Riverhead, New York, in connection with the proposed improvements; and

WHEREAS, a resolution authorizing the issuance of $250,000 in Sewer District Serial Bonds and this resolution which appropriates funds have been submitted to the Legislature for approval; and

WHEREAS, the Administrative Head of Sewer District No. 10 – Stony Brook has requested that funds be appropriated to cover construction costs associated with the improvement project; and

WHEREAS, there are sufficient funds in the 2016 Capital Budget and Program for the force main and sanitary sewer rehabilitation improvements of Suffolk County Sewer District No. 10 – Stony Brook; and

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

WHEREAS, pursuant to State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter “SEQRA”) Resolution No. 511-2012 determined that the proposed improvement and/or rehabilitation to Sewer District No. 10 – Stony Brook constitutes a Type II action pursuant to the provisions of NYCRR Part 617.5; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $250,000 in Sewer District Serial Bonds; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-nine (69), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd RESOLVED, that the proceeds of $250,000 in Sewer District Serial Bonds be and they hereby are appropriated as follows:
and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C)(18), (20), (21), and (27) as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connection with routine or continuing agency administration and management; and be it further

4th RESOLVED, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the improvements to Sewer District No. 10 – Stony Brook.

DATED:

APPROVED BY:

County Executive of Suffolk County

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

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

2. Title of Proposed Legislation
Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 10 – Stony Brook (CP 8175)

3. Purpose of Proposed Legislation
See No. 2 above

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

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

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact
   This resolution appropriates funds included in the Adopted Capital Program. The financial impact is minimized by the Assessment Stabilization Reserve Fund at 3% per year.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
   The project is $250,000 in serial bonds and the ASRF will continue to stabilize rates at an annual increase of 3%.

8. Proposed Source of Funding
   Serial Bonds

9. Timing of Impact

10. Typed Name & Title of Preparer
    Ben Wright, P.E., Principal Civil Engineer

11. Signature of Preparer
    [Signature]

12. Date
    8/1/16

SCIN FORM 175B (10/95)
FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

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<tr>
<th></th>
<th>2016 PROPERTY TAX LEVY</th>
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<th>2016 FV TAX RATE PER $1000</th>
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POLICE DISTRICT AND DISTRICT COURT

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COMBINED

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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
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$250,000.00  $169,335.35  $439,335.35  $439,335.35
TITLE OF BILL - Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Improvements to the Suffolk County Sewer District No. 10 – Stony Brook (CP 8175).

PURPOSE OR GENERAL IDEA OF BILL – To appropriate funds for engineering in the planning/design phase.

SUMMARY OF SPECIFIC PROVISIONS – Funds will be utilized for engineering services during the planning/design phase. The design is to improve the treatment plant.

JUSTIFICATION – The SD #10 Stony Brook facility requires substantial improvements.

FISCAL IMPLICATIONS - Financing of the project will use a combination of sewer district serial bonds and the Assessment Stabilization Reserve Fund.
TO: Jon Schneider, Deputy County Executive
FROM: Gilbert Anderson, P.E., Commissioner

SUBJECT: Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 10 – Stony Brook (CP 8175)

DATE: August 1, 2016

Attached is a draft resolution filed as Reso-DPW sd10 – Stony Brook improvements - CP 8175 dated 8-1-16 and appropriate forms with backup filed as Backup-DPW SCIN form 175a and 175b – sd10 – Stony Brook improvements - CP 8175 dated 8-1-16. The project involves force main and sanitary sewer rehabilitation. The improvements will reduce emergency response and extend the service life of facilities. Financing needs contained in the 2016 Adopted Capital Program and Budget uses Sewer District Serial Bonds of $250,000 and are requested herein.

The public hearing was held on April 12, 2016. The findings resolution has been adopted such that this resolution can proceed.

We appreciate the resolution being laid on the table.

GA:BW:ni
Attachment
cc: John Donovan, P.E., Chief Engineer
Ben Wright, P.E., Principal Civil Engineer
CE Reso Review
H:\SANITATION\resolutions\2016 Resolutions\ga-bw8-1-16 Back-up DPW sd10-Stony Brook serial bonds CP 8175 memo to JSchneider.doc
RESOLUTION NO. -2016, TRANSFERRING SOUTHWEST STABILIZATION RESERVE FUNDS TO THE CAPITAL FUND, AMENDING THE 2016 OPERATING BUDGET, AND APPROPRIATING FUNDS FOR IMPROVEMENTS TO SLUDGE TREATMENT AND DISPOSAL AT SUFFOLK COUNTY SEWER DISTRICT NO. 3 – SOUTHWEST (CP 8180)

WHEREAS, the Sewer District No. 3 – Southwest requires improvements; and

WHEREAS, there are sufficient funds identified in the 2016 Capital Budget and Program for the improvements to Suffolk County Sewer District No. 3 – Southwest; and

WHEREAS, it is proposed that Fund 405 funds will be transferred to finance the project and this resolution is to provide an amendment to utilize the available funds in the Southwest Stabilization Reserve Fund 405; and

WHEREAS, the Administrative Head of Sewer District No. 3 – Southwest has requested that funds be transferred and appropriated to cover construction costs associated with the improvement project; and

WHEREAS, a resolution authorizing the transfer of $1,600,000 in Southwest Stabilization Reserve Fund 405 and this resolution which appropriates funds have been submitted to the Legislature for approval; and

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

WHEREAS, pursuant to State Environmental Quality Review Act Environmental Conservation Law Article 8, (hereinafter “SEQRA”) Resolution 122-2012 determined that the proposed improvement to Sewer District No. 3 – Southwest constitutes an Unlisted Action pursuant to the provisions of NYCRR Part 617; and be it further

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the transfer and appropriation of $1,600,000 in Southwest Stabilization Reserve Fund 405; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of seventy-two (72), 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 use of $1,600,000 from the Southwest Stabilization Reserve Fund 405 is hereby authorized to pay for the construction costs associated with improvement to Suffolk County Sewer District No. 3 – Southwest; and be it further

3rd RESOLVED, that the County Comptroller is authorized and directed to transfer funds and accept proceeds as follows:
INTERFUNDS
405-IFT-E528-Transfer to Southwest Sewer District Capital Fund 528
(Funds included in 2016 Adopted Operating Budget)

AMOUNT
$1,600,000

REVENUES
528-IFT-R405-Transfer from Southwest Fund 405
(Ref 528-CAP-IFT-R405)

AMOUNT
$1,600,000

; and be it further

4th RESOLVED, that the funds in the amount of $1,600,000 from the Southwest Stabilization Reserve Fund 405 be and hereby are appropriated as follows:

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<tr>
<th>PROJECT NO.</th>
<th>PROJECT TITLE</th>
<th>AMOUNT</th>
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<td>(Fund 405)</td>
<td>Sewer District No. 3 – Southwest</td>
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; and be it further

5th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C)(18), (20), (21), and (27) as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connection with routine or continuing agency administration and management; and be it further

6th RESOLVED, that the Administrative Head of Sewer Districts be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the planning and design of improvements to Sewer District No. 3 – Southwest.

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
   A Draft Resolution Transferring Southwest Stabilization Reserve Funds to the Capital Fund, Amending the 2016 Operating Budget, and Appropriating Funds for the Improvements to Suffolk County Sewer District No. 3 – Southwest (CP 8180)

3. Purpose of Proposed Legislation
   See No. 2 above

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

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

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact
   This resolution amends the 2016 Capital Budget by transferring Southwest Stabilization Reserve Fund 405 to the capital fund.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
   $1.6 million

8. Proposed Source of Funding
   Southwest Stabilization Reserve Fund 405

9. Timing of Impact
   Upon adoption.

10. Typed Name & Title of Preparer
    Ben Wright, P.E.
    Principal Civil Engineer, Sanitation

11. Signature of Preparer
    [Signature]

12. Date
    8/1/16
## FINANCIAL IMPACT
### 2016 PROPERTY TAX LEVY
### COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

<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>
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### POLICE DISTRICT AND DISTRICT COURT

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<td>TOTAL</td>
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### NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2015 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
TITLE OF BILL - A Draft Resolution Transferring Southwest Stabilization Reserve Funds to the Capital Fund, Amending the 2016 Operating Budget, and Appropriating Funds for the Improvements to Suffolk County Sewer District No. 3 – Southwest (CP 8180)

PURPOSE OR GENERAL IDEA OF BILL – To appropriate funds for construction of a sludge truck weighing scale.

SUMMARY OF SPECIFIC PROVISIONS – The facility currently experiences truckloads of sludge cake being transported from the site by a vendor for beneficial reuse.

JUSTIFICATION – A permanent truck scale is needed and will also be utilized for other deliveries of materials and chemicals and to assist in the billing process of sludge cake being hauled.

FISCAL IMPLICATIONS – $1.6 million from the Southwest Stabilization Reserve Fund 405.
MEMORANDUM

TO: Jon Schneider, Deputy County Executive
FROM: Gilbert Anderson, P.E., Commissioner
SUBJECT: A Draft Resolution Transferring Southwest Stabilization Reserve Funds to the Capital Fund, Amending the 2016 Operating Budget, and Appropriating Funds for the Improvements to Suffolk County Sewer District No. 3 – Southwest (CP 8180)
DATE: August 1, 2016

Attached is a draft resolution, SCIN Form 175a and 175b, and backup for the referenced capital project filed as Reso DPW SD 3 – Southwest Improvements CP 8180 – 8-1-16 and backup filed as Backup DPW SD 3 – Southwest Improvements CP 8180 – 8-1-16. The resolution appropriates $1.6 million for construction of a sludge truck weighing scale. The source of funding is Southwest Stabilization Reserve Fund 405. The public hearing was held on April 12th with the findings resolution adopted.

We request this resolution be laid on the table at your convenience.

GA:BW:ni
Attachment
cc: John Donovan, P.E., Chief Engineer, Sanitation
Ben Wright, P.E., Principal Civil Engineer, Sanitation
CE RESO REVIEW
H:\SANITATION\resolutions2016 Resolutions\ga-bw6-1-16 Backup DPW sd3 Southwest Improvement CP 8180 memo to JSchneider.doc

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
RESOLUTION NO. -2016, TRANSFERRING SOUTHWEST STABILIZATION RESERVE FUNDS TO THE CAPITAL FUND, AMENDING THE 2016 OPERATING BUDGET, AND APPROPRIATING FUNDS FOR INFLOW/INFILTRATION STUDY/REHABILITATION AND INTERCEPTOR MONITORING AT SUFFOLK COUNTY SEWER DISTRICT NO. 3 – SOUTHWEST (CP 8181)

WHEREAS, the Sewer District No. 3 – Southwest requires rehabilitation improvements; and

WHEREAS, there are sufficient funds identified in the 2016 Capital Budget and Program for the rehabilitation improvements to Suffolk County Sewer District 3 – Southwest; and

WHEREAS, it is proposed that Fund 405 funds will be transferred to finance the project and this resolution is to provide an amendment to utilize the available funds in the Southwest Stabilization Reserve Fund 405; and

WHEREAS, the Administrative Head of Sewer District No. 3 – Southwest has requested that funds be transferred and appropriated to cover construction costs associated with the improvement project; and

WHEREAS, a resolution authorizing the transfer of $2.0 million in Southwest Stabilization Reserve Fund 405 and this resolution which appropriates funds have been submitted to the Legislature for approval; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the transfer and appropriation of $2.0 million in Southwest Stabilization Reserve Fund 405; now, therefore be it

WHEREAS, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C)(2) (refer to Resolution 154-2011)project is a "replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site". Since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

1st.

RESOLVED, that it is hereby determined that this project, with a priority ranking of seventy-two (72), 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 use of $2.0 million from the Southwest Stabilization Reserve Fund 405 is hereby authorized to pay for the construction costs associated with improvement to Suffolk County Sewer District No. 3 – Southwest; and be it further

3rd. RESOLVED, that the County Comptroller and County Treasurer is authorized and directed to transfer funds and accept proceeds as follows:

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<th>INTERFUNDS</th>
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REVENUES

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<tr>
<td>528-IFT-R405-Transfer from Southwest Fund 405</td>
</tr>
</tbody>
</table>

; and be it further

4th. RESOLVED, that the funds in the amount of $2.0 million from the Southwest Stabilization Reserve Fund 405 be and hereby are appropriated as follows:

<table>
<thead>
<tr>
<th>PROJECT NO.</th>
<th>PROJECT TITLE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>528-CAP-8181.312 (Fund 405)</td>
<td>Construction for Sewer District No. 3 – Southwest</td>
<td>$2,000,000</td>
</tr>
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</table>

; and be it further

5th. RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C)(18), (20), (21), and (27) as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connection with routine or continuing agency administration and management; and be it further

6th. RESOLVED, that the Administrative Head of Sewer Districts be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the planning and design of improvements to Sewer District No. 3 – Southwest.

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**

A Draft Resolution Transferring Southwest Stabilization Reserve Funds to the Capital Fund, Amending the 2016 Operating Budget, and Appropriating Funds for the Improvements to Suffolk County Sewer District No. 3 – Southwest (CP 8181)

3. **Purpose of Proposed Legislation**

See No. 2 above

4. **Will the Proposed Legislation Have a Fiscal Impact?**

- Yes
- No  **X**

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

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

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

This resolution amends the 2016 Capital Budget by transferring Southwest Stabilization Reserve Fund 405 to the capital fund.

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

$2.0 million

8. **Proposed Source of Funding**

Southwest Stabilization Reserve Fund 405

9. **Timing of Impact**

Upon adoption.

10. **Typed Name & Title of Preparer**

Ben Wright, P.E.
Principal Civil Engineer, Sanitation

11. **Signature of Preparer**

[Signature]

12. **Date**

4/1/16
## FINANCIAL IMPACT
### 2016 PROPERTY TAX LEVY
#### COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

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### POLICE DISTRICT AND DISTRICT COURT

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**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 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
2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL - A Draft Resolution Transferring Southwest Stabilization Reserve Funds to the Capital Fund, Amending the 2016 Operating Budget, and Appropriating Funds for the Improvements to Suffolk County Sewer District No. 3 – Southwest (CP 8181)

PURPOSE OR GENERAL IDEA OF BILL – To appropriate funds for rehabilitation of the sewer system.

SUMMARY OF SPECIFIC PROVISIONS – The project will provide manhole inserts and rehabilitation, repair pipe sections and joints and line pipe to reduce infiltration.

JUSTIFICATION – The improvements are necessary to minimize infiltration/inflow problems.

FISCAL IMPLICATIONS - $2.0 million from the Southwest Stabilization Reserve Fund 405.
MEMORANDUM

TO: Jon Schneider, Deputy County Executive
FROM: Gilbert Anderson, P.E., Commissioner
SUBJECT: A Draft Resolution Transferring Southwest Stabilization Reserve Funds to the Capital Fund, Amending the 2016 Operating Budget, and Appropriating Funds for the Improvements to Suffolk County Sewer District No. 3 – Southwest (CP 8181)
DATE: August 1, 2016

Attached is a draft resolution, SCIN Form 175a and 175b, and backup for the referenced capital project filed as Reso DPW SD 3 – Southwest Improvements CP 8181 – 8-1-16 and backup filed as Backup DPW SD 3 – Southwest Improvements CP 8181 – 8-1-16. The resolution appropriates $2.0 million for rehabilitation of the sewer system. The source of funding is Southwest Stabilization Reserve Fund 405. The public hearing was held on April 12th with the findings resolution adopted.

We request this resolution be laid on the table at your convenience.
RESOLUTION NO. - 2016 A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AND ISSUING AN ORDER IN RELATION TO THE INCREASE AND IMPROVEMENT OF FACILITIES FOR SEWER DISTRICT NO. 7 – MEDFORD (CP 8194)

WHEREAS, pursuant to New York County Law Section 268, the Suffolk County Sewer Agency has prepared and submitted to the Legislature of the County of Suffolk, New York maps, plans, recommendations and cost estimates pertaining to an increase and improvement to facilities at Suffolk County Sewer District No. 7 – Medford; and

WHEREAS, such maps, plans, recommendations and cost estimates addressed increases and improvements related to, among other things, improvements to the wastewater treatment facility for Suffolk County Sewer District No. 7 – Medford; and

WHEREAS, these maps, plans, recommendations and cost estimates accompanied Suffolk County Resolution No. 597-2016 and are attached to this Resolution and Order as Exhibit A; and

WHEREAS, the total estimated cost for the increases and improvements to Suffolk County Sewer District No. 7 – Medford is $1,750,000; and

WHEREAS, this cost will be financed utilizing sewer district serial bonds but there will be no fiscal impact caused to the benefited properties in said District as a direct result of the cost of the increases and improvements inasmuch as, pursuant to the ASRF, all property owners in Suffolk County sewer districts experience a 3% annual increase regardless of any increases or improvements performed; and

WHEREAS, in the case of the property owners in Suffolk County Sewer District No. 7 – Medford, the annual 3% ASRF increase will result in an increase of approximately $17.00 to the typical property within the District, regardless of the increase or improvement to facilities; and

WHEREAS, pursuant to Suffolk County Resolution No. 597-2016 and New York County Law Section 254, the Clerk of the Legislature did duly cause a Notice of Public Hearing regarding such increases and improvements to Suffolk County Sewer District No. 7 – Medford to be published at least once in each of the official newspapers of the County and proof thereof has been presented to the County Legislature; and

WHEREAS, pursuant to such Notice of Public Hearing, a public hearing was held by the Legislature of the County of Suffolk in Hauppauge, New York in said County on July 26, 2016 at 2:30 p.m., Prevailing Time; and

WHEREAS, said County Legislature has duly considered the map, plan, recommendations, and estimate of cost for the increases and improvements to Suffolk County Sewer District No. 7 – Medford, as well as evidence given at the public hearing held on July 26, 2016; now therefore be it
RESOLVED, by the Legislature of the County of Suffolk, New York, as follows:

Section 1. Upon evidence presented at the aforesaid public hearing and after due consideration of the maps, plans, reports, recommendations, and estimate of costs filed with the Legislature of the County of Suffolk and attached to this Resolution and Order as Exhibit A, it is hereby found and determined that the total cost for the increases and improvements to Suffolk County Sewer District No. 7 – Medford shall be set at a maximum of $1,750,000, which shall be financed using sewer district serial bonds.

Section 2. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid maps, plans, reports, recommendations and estimate of costs it is hereby found and determined that the increases and improvements to Suffolk County Sewer District No. 7 – Medford, as set forth in such maps, plans, reports, recommendations and estimate of costs, are necessary, convenient, and desirable.

Section 3. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid maps, plans, reports, recommendations and estimate of costs, it is hereby further found and determined that the proposed work involving the increases and improvements to Suffolk County Sewer District No. 7 – Medford is adequate and appropriate and the cost thereof will not constitute an undue burden on the properties in said District and that no properties in said District will be excluded from the benefit of the increases and improvements.

Section 4. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid maps, plans, reports, recommendations, and cost estimates, it is further found and determined that it is in the public interest to expend a maximum amount of $1,750,000 on the increases and improvements to Suffolk County Sewer District No. 7 – Medford as set forth in such maps, plans, reports, recommendations and estimate of costs.

2nd RESOLVED, IT IS HEREBY ORDERED, by the Legislature of the County of Suffolk as follows:

Section 1. The increase and improvements to Suffolk County Sewer District No. 7 – Medford, as more particularly described in the maps, plans, reports, recommendations, and estimate of costs attached as Exhibit A, are hereby approved.

Section 2. Upon the effective date of this Resolution and Order, the Suffolk County Department of Public Works and the Administrative Head of Suffolk County Sewer District No. 7 – Medford are hereby authorized and directed to carry out the increases and improvements to said District as more particularly described in the maps, plans, reports, recommendations and estimate of costs attached as Exhibit A.

Section 3. The Clerk of this Legislature is hereby authorized and directed to cause a certified copy of this Resolution and Order to be recorded in the Office of the Clerk of the County of Suffolk, New York, within ten days of the effective date of this Resolution and Order in accordance with the provisions of New York County Law Section 259.

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

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

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County

Date of Approval:
# Statement of Financial Impact

## 1. Type of Legislation

<table>
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<th>Resolution</th>
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<th>Charter Law</th>
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## 2. Title of Proposed Legislation

A resolution making certain findings and determinations and issuing an order in relation to the increase and improvement of facilities for Sewer District No. 7 – Medford (CP 8194).

## 3. Purpose of Proposed Legislation

To make certain findings and determinations for the improvements to the wastewater treatment facility of SCSD #7 – Medford.

## 4. Will the Proposed Legislation Have a Fiscal Impact?

<table>
<thead>
<tr>
<th>Yes</th>
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## 5. If the answer to Item 4 is "yes," on what will it impact?

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<td>Village</td>
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<tr>
<td></td>
<td>Fire District</td>
<td>Sewer District</td>
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</table>

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

$1,750,000 will be financed using sewer district serial bonds.

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

$1,750,000

## 8. Proposed Source of Funding

Serial Bonds and ASRF.

## 9. Timing of Impact

2017-2018

## 10.Typed Name & Title of Preparer

Ben Wright, P.E.
Principal Civil Engineer
Sanitation

## 11. Signature of Preparer

Ben Wright

## 12. Date

8/1/16
### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2016 PROPERTY TAX LEVY</th>
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</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 – Making Certain Findings and Determinations and Issuing an Order in Relation to the Increase and Improvement of Facilities for Sewer District No. 7 – Medford (CP 8194).

PURPOSE OR GENERAL IDEA OF BILL – Making certain findings and determinations in relation to a public hearing as a prerequisite to requesting appropriations.

SUMMARY OF SPECIFIC PROVISIONS – Provides the findings of the public hearing on an improvement project and costs for SCSD #7 – Medford. Meets the requirements of NYS County Law, Article 5-A.

JUSTIFICATION – The findings of the public hearing will allow appropriations to be made in accordance with the adopted budget.

FISCAL IMPLICATIONS – Sewer district costs are financed by the use of sewer district serial bonds, supported by the ASRF.
MEMORANDUM

TO: Jon Schneider, Deputy County Executive
FROM: Gilbert Anderson, P.E., Commissioner
SUBJECT: A Resolution Making Certain Findings and Determinations and Issuing an Order in Relation to the Increase and Improvement of Facilities for Sewer District No. 7 – Medford (CP 8194)
DATE: August 1, 2016

Attached is a draft resolution, SCIN Form 175a and 175b, and backup for the referenced capital project filed as Reso DPW CP 8194 - SD 7 – Medford Improvements 8-1-16 and backup filed as Backup-DPW CP 8194 - SD 7 – Medford Improvements 8-1-16 for the findings resolution of the increase and improvement of Sewer District No. 7 – Medford. The improvement project includes improvements to the wastewater treatment plant to accommodate additional sewage flow. The total cost associated with the project is $1,750,000 which uses sewer district serial bonds.

We appreciate the resolution being laid on the table now that the public hearing has been held on July 26th such that the appropriations can be adopted in 2016.

GA:BW:ni
Attachment
cc: John Donovan, P.E., Chief Engineer, Sanitation
    Ben Wright, P.E., Principal Civil Engineer, Sanitation
    CE Reso Review
H:\SANITATION\resolutions\2016 Resolutions\ga-bw8-1-16 Backup-DPW sd7 Medford Findings CP 8194 memo to JSchneider.doc
Exhibit 'A'
Honorable DuWayne Gregory, Presiding Officer
Suffolk County Legislature
725 Veterans Memorial Hwy
Smithtown, NY 11787

RE: Proposed Increase and Improvement to the Facilities of Suffolk County Sewer District No. 7 – Medford (CP 8194)

Presiding Officer Gregory:

In connection with the above captioned matter, I herewith submit to you a report together with the recommendations relative thereto. Pursuant to Article 5-A of New York State County Law, we have requested a resolution calling for a public hearing. The project is to perform improvements to the Woodside wastewater treatment plant in order to accommodate additional sewage flows. The total cost of this project is $1,750,000. Sewer District Serial Bonds are the means of financing this project, however, there is no fiscal impact due to the stabilization of rate by the ASRF.

If you wish any further information or details, please contact John Donovan, P.E., Chief Engineer, Division of Sanitation, at 852-4204.

Sincerely,

[Signature]
Gilbert Anderson, P.E.
Commissioner
Administrative Head of
Suffolk County Sewer District No. 7

GA:BW:ni
Attachment
cc: Dennis M. Cohen, Chief Deputy County Executive
    Jon Schneider, Deputy County Executive
    Lisa Santeramo, Assistant Deputy County Executive for Intergovernmental Relations
    Peter Scully, Deputy County Executive
    Joanne Minieri, Commissioner of Economic Development
    Debra Kolyer, Principal Financial Analyst
    Patricia Rouse, Esq., Assistant County Attorney
    Robert Braun, Esq., Deputy Bureau Chief
    Suffolk County Legislators
    Philip Beldt, Deputy Commissioner, Public Works
    John Donovan, P.E., Chief Engineer, Sanitation
    Ben Wright, P.E., Principal Civil Engineer, Sanitation

H:\SANITATION\Sewer-districts\sd07 - Medford\CP 8194 2016\ga-bw5-16-16 sd7 - Medford (Woodside Facility) (CP 8194) Ltr to SC Leg
DGregory.doc

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
County of Suffolk
Department of Public Works

Suffolk County Sewer Agency
Report, Map, and Recommendations for
Proposed Rehabilitation and Improvement
of
SUFFOLK COUNTY SEWER DISTRICT NO. 7 - MEDFORD
WASTEWATER TREATMENT FACILITY IMPROVEMENTS

CP 8194

MAY 2016
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<th>Page</th>
</tr>
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<td>Extension of Sewer District – Extension No. 1</td>
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<td>Extension of Sewer District – Extension No. 2</td>
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<td>District Population</td>
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<td>Map of District</td>
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<td>Staffing</td>
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<tr>
<td>Proposed Financial Plan &amp; Cost to Users</td>
<td>3</td>
</tr>
<tr>
<td>Conclusions and Recommendations</td>
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</table>

Appendix ‘A’ – 2016 Rate/Property Mode/Debt Schedule
Appendix ‘B’ – Improvement Financial Plan
Appendix ‘C’ – CP 8194 Improvement Timeline
Attachment 1 – S.C.S.D. 7 Boundary Map
Introduction
Suffolk County Sewer District No. 7 (S.C.S.D. 7) — Medford is located in the Hamlet of Medford which is in the southwesterly quadrant of the Town of Brookhaven in Suffolk County, New York. This report includes a summary of the district formation and its intent is to provide recommendations on the necessary improvements to the Woodside wastewater treatment facility of the district that serves one of the two service areas of S.C.S.D. 7. The project will provide the capacity and redundancy needed to connect additional flow. This flow could be generated by North Bellport and the Village of Bellport. The district serves the properties within the district boundaries and also the contractees to the district. Contractees are those property owners who are outside the district boundary but have a contract with the Suffolk County Sewer Agency to have their waste treated at the County WWTP and are billed separately and not through town tax bills.

Formation of Sewer District
Suffolk County Sewer District No. 7 (S.C.S.D. 7) — Medford was established by Suffolk County Legislative Resolution No. 471-1977 effective May 25, 1977 pursuant to Section 270 of the County Law. The New York State Department of Audit and Control gave its approval for Suffolk County to acquire two separate and privately owned sewage treatment plants and collection systems from Levitt House, Inc. and Sid Farber and the combination became Suffolk County Sewer District No. 7 — Medford on July 1, 1977. The reason there are (2) treatment plants in one district is due to the fact that the two developers could not reach an amicable agreement to utilize one facility. The two plants are known as, “Woodside Plant” and “Twelve Pines Plant”.

Extension of Sewer District – Extension No. 1
In June 1982, acting in his capacity of Administrative Head of S.C.S.D. 7, the Commissioner of Suffolk County Dept. of Public Works submitted a report, map, and recommendations for a proposed extension of the sewer district to the Suffolk County Legislature. Resolution No. 107 – 1985 adopting an order establishing Extension No. 1 in S.C.S.D. 7 was passed by the Suffolk County Legislature on February 26, 1985 and approved by the County Executive on February 27, 1985. Following this extension, the district encompassed approximately 1,435 acres of single and multi-family zoned properties and a small industrial parcel.

Extension of Sewer District – Extension No. 2
This extension included 262 single family homes slated to be connected to the Woodside Plant and no new connections to the Twelve Pines Plant. This extension added approximately 98 acres of single family homes. All of Extension No. 2 was contiguous to the pre-existing district. This extension was created pursuant to Section 270 of County Law. Under this extension, the resulting increased flow did not affect the operating capacity of the plant and, therefore, the NYSDEC permits did not change. The collection system associated with this extension was constructed by the developer and dedicated to the district free of liens and at no cost to S.C.S.D. 7. It did not require any capital improvements to be paid by either the original district or the Extension No. 1 and no capital costs were incurred.
Future capital costs for upgrades, replacement and reconstruction, not provided for otherwise, would be assessed and levied on an ad valorem basis against all taxable real property within the district, as extended.

**Improvements**
Although the wastewater treatment facility has been maintained and has undergone some improvements in the past, there is a need to replace and rehabilitate the effluent filtration system. The footprint of the new equipment would be placed in the identical location as that process that will be abandoned. The upstream processes remove nitrogen and the filter system to be installed will polish the effluent by further reducing nitrogen and eliminating solids, therefore, providing protection of the recharge facilities on the site. Engineering assistance is being considered and a RFP will be issued at some time during 2016.

**Environmental Approval**
Based on the discussion above where the facility will be replaced in-kind, there are provisions in 6 NYCRR Part 617 where a project can be classified as a Type II Action pursuant to Section 617.5(c)(2) that are “replacement, rehabilitation or reconstruction of a structure or facility, in-kind, on the same site”.

**District Population**
The total number of properties currently in the district is 2,648 with
Tax exempt properties = 174
Taxable = 2,474

The total 2,648 in district properties are broken into 3 categories:
Residential total = 2,441
Commercial total = 12
Residential & commercial that were not counted for connection information = 195

There are 36 contractees to the district,
Residential contractees = 17
Commercial contractees = 19

Total (in district 2,648) + (contractees 17 + 19) = 2,684

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

**Cost and Payment for Recommendations**
The estimated construction cost for the upgrade described above is $1,750,000. The 2016 rate, typical property mode and level debt are included in Appendix ‘A’. Once funds are appropriated, all existing parcels will bear the Capital repayment and operation and maintenance expenses.
Appendix ‘B’ includes the improvement financial plan. The evaluation that took place includes the impact of the project if conventional financing using sewer district serial bonds that is contained in the adopted capital program and budget took place as compared to the stabilization of the sewer district rates by the Assessment Stabilization Reserve Fund. The evaluation indicates that financing with a level debt over 18 years utilizing sewer district serial bonds would increase the typical property annual fee by nearly $47.50. The use of the ASRF however, caps the annual increase to 3%. The use of the ASRF will stabilize rates and there will be no fiscal impact due to this project. Appendix ‘B’ indicates that the 2016 sewer charge is $568 and, therefore, a 3% increase is approximately $17.00 year in 2017.

**Staffing**
Currently for the operation of both WWTPs in S.C.S.D. 7, there is one licensed operator who splits his time between the two plants and one operator helper at each plant. This is a total of 3 persons total working a day shift at both plants. No change is anticipated.

**Proposed Financial Plan & Cost to Users**

1) Existing and Proposed User Charges
The existing users are being charged based upon the value of the typical property in the district. The existing district is billed based on assessed value during 2016. This bill includes debt service and operation and maintenance costs. Pursuant to the requirements of participation in the Suffolk County Assessment Stabilization Reserve Fund, which was established by Suffolk County Charter, bills are increased by at least 3% per year in order for the participating districts to be eligible to access the Reserve Fund. Funding from the Suffolk County Assessment Stabilization Reserve Fund then permits these participating districts to stabilize annual costs. The existing district parcels have experienced the 3% increase with the typical parcels bill being approximately $568 during 2016. The cost to the typical parcel is reached by determining the mode annual parcel cost when each individual parcel cost is listed and the most frequent value is determined. Appendix ‘A’ includes a level debt service schedule, the 2016 rate and the typical property value for the financing conditions. 2017 would have a rate of 224.95 per $1,000 of AV based on an annual 3% increase in the 2016 rate. This 3% increase is based on the use of the ASRF and results in an increase of the typical property of $17.04. In this example, the ASRF increase of 3% per year does not exceed the cost of repayment of the project, however, even without the project there would be a 3% impact resulting in the conclusion that the project has no fiscal impact. The project schedule (Appendix ‘C’) provides that construction will be initiated during 2017. All parcels in the existing district will continue to pay on an AV basis.

2) Annual Operation and Maintenance Costs and Charges

No increase to Operating and Maintenance costs due to the proposed improvements is anticipated.
Conclusions and Recommendations
As has been indicated above, the District’s Woodside wastewater treatment facility filtration system requires replacement and is the recommended improvement. The current condition is inefficient due to the lack of providing the lowest concentration of effluent nitrogen and solids. Implementation of the project will reduce the potential of exceeding effluent limitations and failing recharge facilities. The district rate will continue to rise by 3% per year in order to have the ASRF available to stabilize the rate and, therefore, the project has no fiscal impact.

I respectfully recommend that authorization be given to proceed immediately.

Respectfully submitted,

[Signature]

Gilbert Anderson, P.E.
Commissioner of Public Works
and Administrative Head of
Suffolk County Sewer District
No. 7 - Medford
Appendix 'A'

2016 Rate/Property Mode/Debt Schedule

CP 8194
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**SD7 MODE**

2600
### Suffolk County

**General Obligation Serial Bonds**  
**Level Debt**

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**Total**  
$1,750,000.00  
$691,843.57  
$2,441,843.57  
$2,441,843.57
Appendix 'B'

Improvement Financial Plan

CP 8194
Exhibit ‘B’
Sewer District No. 7 – Medford
Improvement Financial Plan

Project Cost $1.75 million
   2016 Adopted Rate = $218.399/$1,000 Assessed Value
Assessed
   Mode Value = $2,600
2016 Charge = $218.399/$1,000 x $2,600 = $567.84/year

Project Cost
1. Using ASRF @ 3% increase
   2017 charge = $567.84 x 1.03 = $584.88 (increase of $17.04/year)

2. Without ASRF – amortize @ level debt ~ 4%, 18 years,
   Annual debt service = $135,658 (See Appendix ‘A’)
   Total district AV = 7,426,157
   Rate = $135,658/7,426,157 = $18.27/$1,000 AV
   Increase = $18.27/$1,000 x $2,600 = $47.50/year

Due to the use of the ASRF, there is no fiscal impact. The rate will increase by 3% regardless of the project.
Appendix 'C'

Improvement Timeline

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<td>B. Final Design Complete</td>
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<td>C. Financial Approval on Final Design</td>
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<td><strong>II. Construction Phase</strong></td>
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<td>A. Advertise &amp; Construction Period</td>
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</table>
Attachment No. 1

SD 7 – Boundary Map
RESOLUTION NO. -2016, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976 DAVID BENTLEY-GARFINKEL AND ALLISON R. JEANES, AS HUSBAND AND WIFE (SCTM NO. 0500-430.00-09.00-039.000)

WHEREAS, the COUNTY OF SUFFOLK had acquired an interest in the following described parcel that is surplus to the needs of the County of Suffolk:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Islip, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0500 Section 430.00 Block 09.00 Lot 039.000 and acquired by Tax Deed on October 21, 2013 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 31, 2013 in Liber 12750 at CP 887 and described as follows, known and designated as Parcel K on part of Lot No. 17 on a certain map entitled “Map of Kupfer Development”, and filed in the Office of the Clerk of the County of Suffolk on April 20, 1922 as Map No. 766; and

WHEREAS, in accordance with Local Law No. 13-1976 of the County of Suffolk, provision has been made for the sale of real property acquired by the County through tax sale to an adjoining property owner; and

WHEREAS, David Bentley-Garfinkel & Allison R. Jeanes, has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of $10,000.00. At closing the purchaser will be responsible for the pro rata share of the current taxes which amount will be due upon receipt of the deed; and

WHEREAS, the real property above described being in size approximately 220 square feet (Garage) has been appraised at $10,000.00, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, the Director of Real Estate, and/or his designee, has received and deposited the sum of $10,000.00, pursuant to said purchase offer, and

WHEREAS, the Suffolk County Department of Economic Development and Planning has reviewed this parcel and recommends that said parcel be sold to adjacent owners with certain restrictive covenants so as to prevent further development of the land, now, be it therefore,

1st RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of the law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5 (a) (1); and be it further,
2nd RESOLVED, that the deed shall include the following language: AND the premises described herein shall not be independently improved by the erection of any habitable structure, and can be merged with grantee's adjoining parcel if applicable so as to form one single lot. There can be no further subdivision of the merged parcel unless it is consistent with local town and/or village zoning codes and standards of the Suffolk County Department of Health Services, applicable at the time application is made. This restrictive covenant shall be enforceable by the County of Suffolk by injunctive relief or by any other remedy, in equity, or at law. The failure of the County of Suffolk or any agency thereof to enforce this covenant, shall not be deemed to impose any liability whatsoever upon the County of Suffolk or any officer, employee or agent thereof. This covenant and restriction shall run with the land and shall be binding upon the grantee, its successor and assigns, and upon all persons claiming under them; and be it further,

3rd RESOLVED, that the Director of Real Estate, and/or his designee, is hereby authorized to execute and acknowledge a, Quitclaim Deed to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said David Bentley-Garfinke & Allison R. Jeanes, residing at 438 Greene Avenue, Sayville, New York 11782.

DATED:

APPROVED BY

County Executive of Suffolk County

Date of Approval:
July 26, 2016

Jon Schneider
Deputy County Executive
H. Lee Dennison Bldg. 12th Fl.
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Re: Tax Map Number: 0500-430.00-09.00-039.000

Dear Mr. Schneider:

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

Local Law No. 13-1976 - Authorizing the Direct Sale of County Owned Real Estate

I would appreciate your placing this on the legislative agenda.

Very truly yours,

Wayne R. Thompson
Real Property Manager
Division of Real Property Acquisition and Management

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

Copy of Resolution to:
CE Reso Review, (electronic copy)
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SUMMARY STATEMENT

DIRECT SALE:
Suffolk County Local Law No. 13-1976
Tax Map No. 0500-430.00-09.00-039.000

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<td>M. McLaughlin &amp; J. Furey</td>
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SIZE OF PARCEL: 220 Square Feet
APPRaised VALUE: $10,000.00
COMMENT: Direct Sale to Adjacent Owner

Wayne R. Thompson
Property Manager
(631) 853-5971
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

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

2. Title of Proposed Legislation
   SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO
   LOCAL LAW No. 13-1976
   DAVID BENTLEY-GARFINKEL AND ALLISON R. JEANES,
   AS HUSBAND AND WIFE
   (SCTM NO. 0500-430.00-09.00-039.000)

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

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

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

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

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

8. Proposed Source of Funding
   None

9. Timing of Impact
   2016

10. Name & Title of Preparer  Signature of Preparer  Date
    R.J. Bhatt  ________  ________  7/26/16
        Land Management Specialist
RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM NO. 0200-984.40-02.00-041.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200 Section 984.40 Block 02.00 Lot 041.000 and acquired by Tax Deed on October 11, 2011 from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on October 19, 2011 in Liber 12674 at Page 323 and described as follows, known and designated as Lot 292 on a certain map entitled "Map of Mastic Acres, Unit 21", and filed in the Office of the Clerk of the County of Suffolk on February 13, 1948 as Map No. 1608; and

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

WHEREAS, the Town of Brookhaven has requested that the County of Suffolk convey to the town the parcel being in size approximately 50' x 125' with a preliminary value range of $20,000.00 to $35,000.00 as described in Exhibit "A" annexed hereto; and

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

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

1st RESOLVED, that the Director of Real Estate, and/or his designee, hereby is authorized to execute and acknowledge a Quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions as hereinbefore described to said Town of Brookhaven for the sum of $5,328.00; which is the amount of the County's investment plus the pro rata share of taxes, and be it further

2nd RESOLVED, that the County of Suffolk hereby transfer the above described property subject to it being sterilized for Open Space Purposes to protect the aquifer and water supply, which property shall be kept in its natural state in perpetuity, except for property maintenance activities as may be appropriate, to effectuate the declaration of covenants and restrictions, entered into by the Town of Brookhaven, without impairing the essential nature and open character of the premises and subject to use for open space and recreational purposes; and be it further
RESOLVED, that pursuant to Section C12-2(A)(2)(c), this property is to be permanently sterilized by a deed restriction and must remain as open space and Workforce Housing Development Rights shall be severed herewith (0.10) one tenth Workforce Housing Development Rights and placed in the Suffolk County Workforce Housing Transfer of Development Rights Program Registry pursuant to the Workforce Housing Development Rights Program as developed by the Department of Economic Development and Planning, consistent with Resolution No. 412-2005, as amended and approved by the Suffolk County Executive and the Suffolk County Legislature; and be it further

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

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

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

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

DATED: ___________________________

APPROVED BY:

County Executive of Suffolk County
Date of Approval:
August 2, 2016

Jon Schneider
Deputy County Executive
H. Lee Dennison Building - 12th Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, NY 11788

Re: Tax Map No.: 0200-984.40-02.00-041.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real
Estate to a Municipality, State, or Federal Government.

Dear Mr. Schneider:

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

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

I would appreciate your placing this on the legislative agenda.

Yours truly,

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

WRT:sib

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

Copy of Resolution to:
CE Reso Review, (electronic copy)
RESOLUTION NO. 2016-0160
MEETING: FEBRUARY 25, 2016

AUTHORIZATION TO ACQUIRE VACANT PARCELS OF SUFFOLK COUNTY OWNED LAND FOR OPEN SPACE PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW - KENT DRIVE, SHIRLEY (SCTM 0200-984.40-02.00-041.000 & 043.000)

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

WHEREAS, there are vacant parcels of Suffolk County owned land located on Kent Drive, Shirley, further identified as SCTM Nos. 0200-984.40-02.00-041.000 and 0200-984.40-02.00-043.000 as shown on the attached maps; and

WHEREAS, the Town of Brookhaven is interested in acquiring said parcels of real property for open space purposes for a total consideration not to exceed $10,307.88 ($5,328.00 for SCTM 0200-984.40-02.00-041.000 and $4,979.88 for SCTM 0200-984.40-02.00-043.000) plus pro-rata taxes at the time of closing; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Brookhaven hereby authorizes, consents and approves the acquisition of the parcels for open space purposes further identified as SCTM Nos. 0200-984.40-02.00-041.000 and 0200-984.40-02.00-043.000 and requests that the Suffolk County Legislature approve the conveyance of same pursuant to General Municipal Law Section 72-H for a consideration not to exceed $10,307.88 ($5,328.00 for SCTM 0200-984.40-02.00-041.000 and $4,979.88 for SCTM 0200-984.40-02.00-043.000) plus pro-rata taxes at the time of closing subject to the restrictive covenants and reverter provisions as stated above.
SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building - 2nd Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, New York 11788

**SUMMARY STATEMENT**

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

SCTM NO.: 0200-984.40-02.00-041.000

Section 72-h, Gen'l Municipal Law

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Purpose:

- [ ] A. Affordable Housing
- [X] B. Open Space
- [ ] C. Road/Highway
- [ ] D. Drainage/Recharge Basin
- [ ] E. Other

Wayne R. Thompson  
Property Manager  
(631) 653-5971

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

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

2. Title of Proposed Legislation
   SALE OF COUNTY-OWNED REAL ESTATE
   PURSUANT TO SECTION 72-h OF THE
   GENERAL MUNICIPAL LAW
   (TOWN OF BROOKHAVEN)
   (SCTM NO. 0200-984.40-02.00-041.000)

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

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

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

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

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

8. Proposed Source of Funding
   Unknown

9. Timing of Impact
   2016

10. Typed Name & Title of Preparer  Signature of Preparer  Date
    R.J. Bhatt  Land Management Specialist  8/3/14
TITLE OF BILL:

SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM NO. 0200-984.40-02.00-041.000)

PURPOSE OR GENERAL IDEA OF BILL:

Sale to Town of Brookhaven, 50' x 125' vacant land approximately 0.14 acre for use in Open Space purposes.

SUMMARY OF SPECIFIC PROVISIONS:

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

JUSTIFICATION:

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

FISCAL IMPLICATIONS:

County investment repaid.
RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM NO. 0200-984.40-02.00-043.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200 Section 984.40 Block 02.00 Lot 043.000 and acquired by Tax Deed on October 11, 2011 from Angie M. Carpenter, the Town of Brookhaven, County Treasurer of Suffolk County, New York, and recorded on October 19, 2011 in Liber 12674 at Page 323 and described as follows, known and designated as Lot 294 on a certain map entitled "Map of Mastic Acres, Unit 21", and filed in the Office of the Clerk of the County of Suffolk on February 13, 1948 as Map No. 1608; and

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

WHEREAS, the Town of Brookhaven has requested that the County of Suffolk convey to the town the parcel being in size approximately 50' x 125' with a preliminary value range of $20,000.00 to $35,000.00 as described in Exhibit "A" annexed hereto; and

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

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

1st RESOLVED, that the Director of Real Estate, and/or his designee, hereby is authorized to execute and acknowledge a Quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions as hereinafter described to said Town of Brookhaven for the sum of $4,979.88, which is the amount of the County's investment plus the pro rata share of taxes, and be it further

2nd RESOLVED, that the County of Suffolk hereby transfer the above described property subject to it being sterilized for Open Space Purposes to protect the aquifer and water supply, which property shall be kept in its natural state in perpetuity, except for property maintenance activities as may be appropriate, to effectuate the declaration of covenants and restrictions, entered into by the Town of Brookhaven, without impairing the essential nature and open character of the premises and subject to use for open space and recreational purposes; and be it further
3rd RESOLVED, that pursuant to Section C12-2(A)(2)(c), this property is to be permanently sterilized by a deed restriction and must remain as open space and Workforce Housing Development Rights shall be severed herewith (0.10) one tenth Workforce Housing Development Rights and placed in the Suffolk County Workforce Housing Transfer of Development Rights Program Registry pursuant to the Workforce Housing Development Rights Program as developed by the Department of Economic Development and Planning, consistent with Resolution No. 412-2005, as amended and approved by the Suffolk County Executive and the Suffolk County Legislature; and be it further

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

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

6th RESOLVED, that said quitclaim deed issued by the Director of Real Estate, and/or his designee, pursuant to this resolution, shall contain a reverter clause declaring that title to the above-described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 258-1998; and be it further

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

DATED: ___________________

APPROVED BY:

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

WHEREAS, there are vacant parcels of Suffolk County owned land located on Kent Drive, Shirley, further identified as SCTM Nos. 0200-984.40-02.00-041.000 and 0200-984.40-02.00-043.000 as shown on the attached maps; and

WHEREAS, the Town of Brookhaven is interested in acquiring said parcels of real property for open space purposes for a total consideration not to exceed $10,307.88 ($5,328.00 for SCTM 0200-984.40-02.00-041.000 and $4,979.88 for SCTM 0200-984.40-02.00-043.000) plus pro-rata taxes at the time of closing; and

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Brookhaven hereby authorizes, consents and approves the acquisition of the parcels for open space purposes further identified as SCTM Nos. 0200-984.40-02.00-041.000 and 0200-984.40-02.00-043.000 and requests that the Suffolk County Legislature approve the conveyance of same pursuant to General Municipal Law Section 72-H for a consideration not to exceed $10,307.88 ($5,328.00 for SCTM 0200-984.40-02.00-041.000 and $4,979.88 for SCTM 0200-984.40-02.00-043.000) plus pro-rata taxes at the time of closing subject to the restrictive covenants and reverter provisions as stated above.
SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building - 2nd Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, New York 11788

SUMMARY STATEMENT

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

SCTM NO.: 0200-984.40-02.00-043.000

Section 72-h, Gen'l Municipal Law

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<td>Purpose:</td>
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<td>A. Affordable Housing</td>
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<tr>
<td>B. Open Space</td>
<td>X</td>
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<td>C. Road/Highway</td>
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<td>D. Drainage/Recharge Basin</td>
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<td>E. Other</td>
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</table>

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

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

1. Type of Legislation
   Resolution X  Local Law No. __________  Charter Law ________

2. Title of Proposed Legislation
   SALE OF COUNTY-OWNED REAL ESTATE
   PURSUANT TO SECTION 72-h OF THE
   GENERAL MUNICIPAL LAW
   (TOWN OF BROOKHAVEN)
   (SCTM NO. 0200-984.40-02.00-043.000)

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

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

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

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

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

8. Proposed Source of Funding
   Unknown

9. Timing of Impact
   2016

10. Typed Name & Title of Preparer  Signature of Preparer  Date
    R.J. Bhatt  Land Management Specialist  [Signature]  8/3/16
2016 INTRAGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL:

SALE OF COUNTY-OWNED REAL ESTATE
Pursuant to Section 72-h of the
General Municipal Law
(Town of Brookhaven)
(SCTM NO. 0200-984.40-02.00-043.000)

PURPOSE OR GENERAL IDEA OF BILL:

Sale to Town of Brookhaven, 50' x 125' vacant land approximately 0.14 acre for use in Open Space purposes.

SUMMARY OF SPECIFIC PROVISIONS:

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

JUSTIFICATION:

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

FISCAL IMPLICATIONS:

County investment repaid.
August 2, 2016

Jon Schneider
Deputy County Executive
H. Lee Dennison Building - 12th Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, NY 11788

Re: Tax Map No.: 0200-984.40-02.00-043.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real
Estate to a Municipality, State, or Federal Government.

Dear Mr. Schneider:

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

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

I would appreciate your placing this on the legislative agenda.

Yours truly,

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

WRT: slb

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

Copy of Resolution to:
CE Reso Review, (electronic copy)
RESOLUTION NO. -2016, APPROVING THE REAPPOINTMENT OF RABBI DR. STEVEN A. MOSS AS CHAIR OF THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

WHEREAS, Rabbi Dr. Steven A. Moss's term of office as Chair of the Suffolk County Human Rights Commission will expire on May 31, 2016; now, therefore be it

1st RESOLVED, that the reappointment of Rabbi Dr. Steven A. Moss of Holbrook, New York, 11741, as the Chair of the Suffolk County Human Rights Commission effective June 1, 2016, for a term of office expiring May 31, 2017, be and the same hereby is approved, said reappointment having been made by the County Executive pursuant to the provisions of Chapter 119 of the Suffolk County Code; and be it further

2nd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality ("CEQ") is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
RESOLUTION NO. -2016, APPROVING THE REAPPOINTMENT OF AUGUSTUS G. MANTIA, M.D. TO THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

WHEREAS, pursuant to Chapter 119 of the Suffolk County Code, section 119-4(A), the County Executive shall appoint members of the Human Rights Commission, subject to the consent and approval of the Legislature; and

WHEREAS, the position of Commissioner No. 1, held by Augustus G. Mantia, M.D., will expire May 31, 2016; now, therefore be it

1st RESOLVED, that the reappointment of Augustus G. Mantia, M.D. of Nesconset, New York, 11767, as a member of the Suffolk County Human Rights Commission to the position of Commissioner No. 1 effective June 1, 2016, for a term of office expiring May 31, 2019, be and the same hereby is approved, said reappointment having been made by the County Executive pursuant to the provisions of Chapter 119-4(A) of the Suffolk County Code; and be it further

2nd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality ("CEQ") is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
RESOLUTION NO. -2016, APPROVING THE REAPPOINTMENT OF MARK J. EPSTEIN, ESQ. TO THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

WHEREAS, pursuant to Chapter 119 of the Suffolk County Code, section 119-4(A), the County Executive shall appoint members of the Human Rights Commission, subject to the consent and approval of the Legislature; and

WHEREAS, the position of Commissioner No. 8, held by Mark J. Epstein, Esq., will expire May 31, 2016; now, therefore be it

1st RESOLVED, that the reappointment of Mark J. Epstein, Esq. of Melville, New York, 11747, as a member of the Suffolk County Human Rights Commission to the position of Commissioner No. 8 effective June 1, 2016, for a term of office expiring May 31, 2019, be and the same hereby is approved, said reappointment having been made by the County Executive pursuant to the provisions of Chapter 119-4(A) of the Suffolk County Code; and be it further

2nd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality ("CEQ") is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
RESOLUTION NO. -2016, APPROVING THE REAPPOINTMENT OF DR. YU-WAN WANG TO THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

WHEREAS, pursuant to Chapter 119 of the Suffolk County Code, section 119-4(A), the County Executive shall appoint members of the Human Rights Commission, subject to the consent and approval of the Legislature; and

WHEREAS, the position of Commissioner No. 5, held by Dr. Yu-Wan Wang, will expire May 31, 2016; now, therefore be it

1ST RESOLVED, that the reappointment of Dr. Yu-Wan Wang of Setauket, New York, 11733, as a member of the Suffolk County Human Rights Commission to the position of Commissioner No. 5 effective June 1, 2016, for a term of office expiring May 31, 2019, be and the same hereby is approved, said reappointment having been made by the County Executive pursuant to the provisions of Section 119-4(A) of the Suffolk County Code; and be it further

2nd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality ("CEQ") is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
RESOLUTION NO. -2016, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 14 – PARKLAND (CP 8151)

WHEREAS, the Sewer District No. 14 – Parkland sewer system requires improvements and/or replacement; and

WHEREAS, a public hearing was held on May 10, 2016 at the regularly scheduled meeting of the County Legislature in Riverhead, New York, in connection with the proposed improvements; and

WHEREAS, a resolution authorizing the issuance of $250,000 in Sewer District Serial Bonds and this resolution which appropriates funds have been submitted to the Legislature for approval; and

WHEREAS, the Administrative Head of Sewer District No. 14 – Parkland has requested that funds be appropriated to cover construction costs associated with the improvement project; and

WHEREAS, there are sufficient funds in the 2016 Capital Budget and Program for the force main and sanitary sewer rehabilitation improvements of Suffolk County Sewer District No. 14 – Parkland; and

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

WHEREAS, pursuant to State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter "SEQRA") Resolution No. 265-2005 determined that the proposed improvement and/or rehabilitation to Sewer District No. 14 – Parkland constitutes a Type II action pursuant to the provisions of NYCRR Part 617.5; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $250,000 in Sewer District Serial Bonds; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of seventy-four (74), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd RESOLVED, that the proceeds of $250,000 in Sewer District Serial Bonds be and they hereby are appropriated as follows:
PROJECT NO. 527-CAP-8151.311  
Project Title  
Improvements to Sewer District No. 14 – Parkland – Construction  
AMOUNT $250,000  

; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C)(18), (20), (21), and (27) as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connection with routine or continuing agency administration and management; and be it further

4th RESOLVED, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the improvements to Sewer District No. 14 – Parkland.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:
1. Type of Legislation
   Resolution **X**  Local Law _______  Charter Law _______

2. Title of Proposed Legislation
   Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 14 – Parkland (CP 8151)

3. Purpose of Proposed Legislation
   See No. 2 above

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

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

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact
   This resolution appropriates funds included in the Adopted Capital Program. The financial impact is minimized by the Assessment Stabilization Reserve Fund at 3% per year.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
   The project is $250,000 in serial bonds and the ASRF will continue to stabilize rates at an annual increase of 3%.

8. Proposed Source of Funding  Serial Bonds

9. Timing of Impact
   2017

10. Typed Name & Title of Preparer
    Ben Wright, P.E., Principal Civil Engineer

11. Signature of Preparer
    [Signature]

12. Date
    8/9/16

SCIN FORM 175B (10/95)
H:\SANITATION\resolutions\2016 Resolutions\ga-bw8-12-16 Backup-DPW 175B sd14 Parkland serial bonds CP 8151.doc
### GENERAL FUND

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### POLICE DISTRICT AND DISTRICT COURT

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### COMBINED

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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.
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$250,000.00  $209,239.83  $460,171.02  $460,359.74
TITLE OF BILL - Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Improvements to the Suffolk County Sewer District No. 14 – Parkland (CP 8151).

PURPOSE OR GENERAL IDEA OF BILL – To appropriate funds for rehabilitation and replacement within the conveyance system.

SUMMARY OF SPECIFIC PROVISONS – Funds will be utilized for construction and rehabilitation and replacement within the conveyance system.

JUSTIFICATION – The SD #14 Parkland facility requires sewer system improvements.

FISCAL IMPLICATIONS - Financing of the project will use a combination of sewer district serial bonds and the Assessment Stabilization Reserve Fund.
MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E., Commissioner

SUBJECT: Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 14 – Parkland (CP 8151)

DATE: August 9, 2016

Attached is a draft resolution filed as Reso-DPW sd14 – Parkland improvements - CP 8151 dated 8-9-16 and appropriate forms with backup filed as Backup-DPW SCIN form 175a and 175b – sd14 – Parkland improvements - CP 8151 dated 8-9-16. The project involves force main and sanitary sewer rehabilitation. The improvements will reduce emergency response and extend the service life of facilities. Financing needs contained in the 2016 Adopted Capital Program and Budget uses Sewer District Serial Bonds of $250,000 and are requested herein.

The public hearing was held on May 10, 2016. The findings resolution has been adopted such that this resolution can proceed.

We appreciate the resolution being laid on the table.

GA:BW:ni
Attachment
cc: John Donovan, P.E., Chief Engineer
Ben Wright, P.E., Principal Civil Engineer
CE Reso Review
H:\SANITATION\Resolutions\2015 Resolutions\ga-bw9-9-16 Back-up DPW sd14 Parkland serial bonds CP 8151 memo to JSchneider.doc

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
RESOLUTION NO. -2016, APPROVING A LICENSE AGREEMENT FOR BILL STEGEMANN TO RESIDE IN UNIT AT THE SCULLY ESTATE COUNTY PARK, ISLIP

WHEREAS, Article II of Chapter 378 of the Suffolk County Code, enacted through the adoption of Local Law No. 30-2008 ("A Local Law to Protect the County's Historic and Culturally Significant Properties"), established a new process to govern the rental of properties under the jurisdiction of the Department of Parks, Recreation and Conservation; and

WHEREAS, in accordance with the process set forth by the aforementioned Local Law, the Commissioner of the Department of Parks, Recreation, and Conservation recommends that Bill Stegemann be approved to enter into a license agreement to reside in the 2 bedroom apartment, Unit, at the Scully Estate County Park, Islip; and

WHEREAS, the Division of Real Property Acquisitions and Management’s Appraisal Review Unit has issued an appraisal of the market rent for this 2 bedroom apartment; now, therefore, be it

1st RESOLVED, that the Suffolk County Department of Parks, Recreation, Conservation is authorized, empowered, and directed, to enter into a License Agreement with Bill Stegemann to reside in the 2 bedroom apartment, Unit at the Scully Estate County Park, Islip at a rental charge/license fee of $750.00 per month, in accordance with the provisions set forth in Chapter 378 of the SUFOLK COUNTY CODE and Local Law No. 30-2008; and be it further

2nd RESOLVED, Unit at the Scully Estate County Park, Islip, the 2 bedroom apartment and grounds on said premises shall be returned to the County of Suffolk at the conclusion of the License Agreement authorized pursuant to the 1st RESOLVED clause of this resolution in a physical condition that is substantially the same condition as on the effective date of any such agreement, or better, subject to reasonable use, wear, tear, and natural deterioration, between the date thereof and the conclusion of any such use agreements; and be it further

3rd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:
TITLE OF BILL: Approving a License Agreement for Bill Stegemann to reside in Unit 1 the Scully Estate County Park, Islip.

PURPOSE OR GENERAL IDEA OF BILL: The purpose of this resolution is to approve a License Agreement authorizing Bill Stegemann to reside in Unit 1 at the Scully Estate County Park, Islip, in accordance with the Parks Department’s formal rental housing policies and procedures.

SUMMARY OF SPECIFIC PROVISIONS: This resolution approves the license agreement authorizing Bill Stegemann, as the Seatuck Environmental Association Caretaker to reside in Unit 1 the 2 bedroom, second floor apartment in the Scully Estate House located at 550 South Bay Avenue, Islip, NY 11751. The rental fee of $750.00 per month has been determined via a formal appraisal of fair market value, in accordance with the provisions set forth in Chapter 378 of the Suffolk County Code and Local Law No. 30-2008.

JUSTIFICATION: This resolution will allow a vacant Historic and Culturally Significant Property to be protected and maintained.

FISCAL IMPLICATIONS: Seatuck will receive $750 monthly rental fee for the month-to-month rental agreement to be utilized by Seatuck for the care of the Scully Estate. This rental fee is in accordance with a fair market value appraisal, which was performed by the Suffolk County Division of Real Estate.
TO: JON SCHNEIDER, Deputy County Executive
FROM: GREG DAWSON, Commissioner
DATE: August 9, 2016
RE: INTRODUCTORY RESOLUTION APPROVING A LICENSE AGREEMENT FOR BILL STEGEMANN TO RESIDE IN UNIT , AT THE SCULLY ESTATE COUNTY PARK, ISLIP

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-Approving License for Bill Stegemann to reside in Unit .doc”.

In accordance with the procedures set forth by Local Law No. 30-2008, I recommend that the County enter into a license agreement with Bill Stegemann to reside in Unit , at the Scully Estate County Park, Islip.

Should you require anything further, please contact my office at 4-4947.

Enclosures
Memorandum

TO: Jon Schneider, Chief Deputy County Executive
FROM: Beth A. Reynolds, Assistant Budget Director
DATE: August 31, 2016
RE: Proposed Operating Budget Resolutions for the 9/7/16 Legislative Meeting

1. **592-16** APPROVING A LICENSE AGREEMENT FOR BILL STEGEMANN TO RESIDE IN UNIT AT THE SCULLY ESTATE COUNTY PARK, ISLIP
1. Type of Legislation
   Resolution X   Local Law   Charter Law

2. Title of Proposed Legislation
   APPROVING A LICENSE AGREEMENT FOR BILL STEGEMANN TO RESIDE IN UNIT AT THE SCULLY ESTATE COUNTY PARK, ISLIP.

3. Purpose of Proposed Legislation
   See #2.

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
   Sequatuck Environmental Association as Custodian of the Scully Estate County Park will receive $750.00 per month during the term of the license agreement to utilize for care of the Scully Estate.

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

8. Proposed Source of Funding
   N/A

9. Timing Impact
   Monthly, during the agreement term.

10. Typed Name & Title of Preparer
    Terry Maccarrone
    Coordinator of Community Based Projects

11. Signature of Preparer
    Terry Maccarrone

12. Date
    8/9/2016
## GENERAL FUND

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<th>2015 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2016* COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2015 FEV TAX RATE PER $1000</th>
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## POLICE DISTRICT AND DISTRICT COURT

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<th>2015 AV TAX RATE PER $100</th>
<th>2015 FEV TAX RATE PER $1000</th>
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## COMBINED

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

* The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 property tax levy and is provided for informational purposes only.

### NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2014 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. -2016, ACCEPTING AND APPROPRIATING A SUPPLEMENTAL AWARD OF FEDERAL FUNDING IN THE AMOUNT OF $16,500 FROM THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES IMMIGRATION & CUSTOMS ENFORCEMENT (ICE), FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE ICE EL DORADO TASK FORCE WITH 79.4% SUPPORT.

WHEREAS, the Department of Homeland Security, United States Immigration & Customs Enforcement has made available of $75,000 in Federal funding to Suffolk County for participation of the Suffolk County Police Department in the ICE El Dorado Task Force; and

WHEREAS, $45,000 of this funding was appropriated by Adopted Resolution No. 1126-2015 for the participation of three Suffolk County Police Detectives on the ICE El Dorado Task Force FFY16; and

WHEREAS, $7,500 of this funding was appropriated by Adopted Resolution No.576-2016 for the participation of an additional Suffolk County Police Detective on the ICE El Dorado Task Force FFY16, bringing the total to four; and

WHEREAS, $6,000 of this funding is in the process of being appropriated by Introductory Resolution #1710-2016 which resolution should be adopted on September 7, 2016 for the participation of an additional officer, bringing the total to five; and

WHEREAS, ICE has made available an additional $16,500 in Federal funding to facilitate the Suffolk County Police Department’s participation in the ICE El Dorado Task Force; and

WHEREAS, the mission of said Task Force is to engage in Homeland Security Investigations falling under the purview of U.S. Immigration and Customs Enforcement; and

WHEREAS, the operational period of the Program is from October 1, 2015 through September 30, 2016; and

WHEREAS, said reimbursement funds have not been included in the 2016 Suffolk County Operating Budget; and

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

ICE El Dorado Task Force FFY16 - $16,500
REVENUES:

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<th>Unit</th>
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ORGANIZATIONS:  
Police Department (POL)  
ICE El Dorado Task Force FFY16  
001-POL-3745 - $16,500

1000-PERSONAL SERVICES: $16,500

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<td>1120</td>
<td>0000</td>
<td>Overtime</td>
<td>16,500</td>
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and be it further

2nd RESOLVED, that the non-reimbursable fringe benefits of approximately $4,282 associated with the overtime salaries for this program are included in the 2016 Suffolk County Operating Budget; and be it further

3rd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notice of determination of non-applicability or non-significance in accordance with this resolution; and be it further

4th RESOLVED, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of Homeland Security, Immigrations and Customs Enforcement.

DATED:  

APPROVED BY:

__________________________  
County Executive of Suffolk County  
Date of Approval:
2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title Of Bill: Accepting and appropriating a supplemental award of federal funding in the amount of $16,500 from the Department of Homeland Security, United States Immigration & Customs Enforcement (ICE), for the Suffolk County Police Department’s participation in the ICE El Dorado Task Force with 79.4% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept a supplemental award of $16,500 in funding from the Department Of Homeland Security, United States Immigration & Customs Enforcement (ICE), to support the participation the Suffolk County Police Department in the ICE El Dorado Task Force. Prior funding of $45,000 for three Detectives was accepted by adopted Resolution #1126-2015 and funding of $7,500 for a fourth Detective was accepted by Adopted Resolution #576-2016. A resolution, IR No.1710-2016, appropriating an additional $6,000 for a fifth Detective was laid on the table on July 26, 2016.

SUMMARY OF SPECIFIC PROVISIONS: The Department Of Homeland Security, United States Immigration & Customs Enforcement (ICE) has allocated an additional $16,500 to the Suffolk County Police Department to support its involvement in the ICE El Dorado Task Force. This funding will supplement the initial amounts of $45,000 accepted by adopted Resolution #1126-2015 and $7,500 accepted by Resolution #576-2016 and $6,000, the subject of IR 1710-2016, which was laid on the table on July 26, 2016.

JUSTIFICATION: The Suffolk County Police Department participates in the ICE El Dorado Task Force. In order to facilitate the Suffolk County Police Department’s participation, the Department of Homeland Security, ICE provides reimbursement funding to assist with costs incurred.

FISCAL IMPLICATIONS: Non-reimbursable employee fringe benefit costs of approximately $4,282 will be incurred through September 30, 2016. Additional costs will only be incurred if the program receives additional funding.
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

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

ACCEPTING AND APPROPRIATING A SUPPLEMENTAL AWARD OF FEDERAL FUNDING IN THE AMOUNT OF $16,500 FROM THE DEPARTMENT OF HOMELAND SECURITY, UNITED STATES IMMIGRATION & CUSTOMS ENFORCEMENT (ICE), FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE ICE EL DORADO TASK FORCE WITH 79.4% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

The resolution provides $16,500 for the Suffolk County Police Department’s participation in the ICE El Dorado Task Force.

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

The funds provided by this grant must be expended between October 1, 2015 and September 30, 2016.

8. Proposed Source of Funding

Non-reimbursable fringe benefits on this overtime allocation of $4,282 are included in the 2016 operating budget.

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer

Susan C. Krause, Grants Analyst

11. Signature of Preparer

12. Date

8/12/2016
## FINANCIAL IMPACT
### 2016 PROPERTY TAX LEVY
#### COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

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<th>2015 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2016* COST TO AVG TAXPAYER</th>
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### NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2014 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
COORDINATION OF GRANT APPLICATION OR CONTRACT
County of Suffolk

DATE 11/4/2015
REV 5/2/2016
2nd REV 7/1/2016
3rd REV 8/12/2016

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<th>Contact Person In Department/Agency</th>
<th>Telephone Number</th>
<th>Grant Application Due Date</th>
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<tbody>
<tr>
<td>Susan C. Krause</td>
<td>852-6601</td>
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</table>

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

**I. BACKGROUND INFORMATION**

1. Grant Title: ICE El Dorado Task Force FFY16


3. Grant/Contract Status (Check One Box)
   A. ___ New Program Application
   B. ___ Renewal Application
   C. X  Supplemental (Specify)  Additional Funding for the ICE El Dorado Task Force FFY16 initial funding (45,000) accepted by adopted Resolution No. 1126-2015, additional funding of 7,500 accepted by adopted Resolution No. 576-2016, IR 1710-2016 was laid on the table on July 26, 2016 accepting funding in the amount of $6,000.
   D. ___ Extension of Funding Period
   E. ___ Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
   This funding will provide reimbursement for the Suffolk County Police Department’s participation in the ICE (Immigration and Customs Enforcement) El Dorado Task Force, a task force formed to conduct official Homeland Security Investigations.

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

**II. BUDGET INFORMATION**

1. Term of Contract
   From: 10/01/15  To: 09/30/16

2. Financial Assistance Requested

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<td>$7,500</td>
<td>79.4%</td>
<td>$6,000</td>
</tr>
<tr>
<td>State</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Private</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>County</td>
<td>$1,947</td>
<td>20.6%</td>
<td>$1,557</td>
</tr>
<tr>
<td>Total</td>
<td>$9,447</td>
<td>100%</td>
<td>$7,557</td>
</tr>
</tbody>
</table>
### 3. Explanation of Requested County Financial Assistance

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Requested</th>
<th>Personnel Costs Requested</th>
<th>Non-Personnel Costs Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL COUNTY SHARE:</td>
<td>$4,282</td>
<td>$</td>
<td>$4,282</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td>$4,282</td>
<td>$</td>
<td>$4,282</td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$</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).

   N/A

### III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review: Approved

2. Signature of Coordinator

3. Date

4. Comments

5. Budget Office Review: Approved

6. Signature of Budget Director

7. Date

8. Comments
<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>APPROPRIATION NUMBER GRANTOR FUNDS</th>
<th>APPROPRIATION NUMBER COUNTY FUNDS</th>
<th>APPROPRIATION NUMBER IN-KIND CONTRIBUTION</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000 PERSONAL SERVICES:</td>
<td></td>
<td>16,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1100 Permanent Salaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1110 Interim Salaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1120 Overtime Salaries</td>
<td></td>
<td>16,500</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>
<td></td>
<td></td>
</tr>
<tr>
<td>2030 Automobiles &amp; Motorcycles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2070 Cameras and Photographic</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2500 Other Equip Not Otherwise</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000 SUPPLIES MATERIALS &amp; OTHERS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3010 Office Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3020 Postage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3030 Photostat, Photograph, Blueprint</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3040 Printing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3160 Computer Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3500 Other Unclassified</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3680 Repairs: Special Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4000 UTILITIES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4010 Telephone &amp; Telegraph</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<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>
</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>4900 CONTRACTED SERVICES (LIST)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8000 EMPLOYEE BENEFITS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8280 Retirement</td>
<td></td>
<td>4,282</td>
<td></td>
<td>Fringe benefits are not reimbursable under this funding program</td>
</tr>
<tr>
<td>8300 Insurance: Worker Compensation</td>
<td></td>
<td>4,042</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8330 Social Security</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8360 Health Insurance</td>
<td></td>
<td>240</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>$117.59HR/OT</td>
<td>Various</td>
<td>100%</td>
</tr>
</tbody>
</table>

SCIN Form 164D (10-80)
AGREEMENT BETWEEN HOMELAND SECURITY LAW ENFORCEMENT AGENCIES
AND
LOCAL, COUNTY, AND STATE LAW ENFORCEMENT AGENCIES
FOR THE REIMBURSEMENT OF EXPENSES

This agreement is entered into by the SUFFOLK COUNTY POLICE DEPARTMENT
and U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL
AGENT IN CHARGE, NEW YORK for the purpose of receiving reimbursable costs
incurred by the SUFFOLK COUNTY POLICE DEPARTMENT in providing resources to
joint operations/task forces

Payments may be made to the extent they are included in the Homeland Security law
enforcement agency’s Fiscal Year Plan, and the monies are available within the
Treasury Forfeiture Fund to satisfy the request(s) for reimbursable overtime expenses.

I. LIFE OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties and will
remain in effect until terminated by either party.

II. AUTHORITY

This agreement is established pursuant to the provisions of 31 U.S.C. 9703, the
Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of
certain expenses of local, county and state law enforcement agencies incurred
as participants in joint operations/task forces with a Department of Homeland
Security law enforcement agency.

III. PURPOSE OF THIS AGREEMENT

This agreement established the procedures and responsibilities of both the
SUFFOLK COUNTY POLICE DEPARTMENT and U.S. IMMIGRATION &
CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE,
NEW YORK for the reimbursement of certain overtime and other expenses
pursuant to 31 U.S.C. 9703.

IV. NAME OF TASK FORCE/JOINT OPERATION (If Applicable)

EL DORADO TASK FORCE
V. CONDITIONS AND PROCEDURES

A. Assignment of SUFFOLK COUNTY POLICE DEPARTMENT INVESTIGATORS

Within 10 days of the effective date of this agreement, the SUFFOLK COUNTY POLICE DEPARTMENT shall provide U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK with the names, titles, badge or ID numbers of the officer(s) assigned to the task force. Further, the SUFFOLK COUNTY POLICE DEPARTMENT shall provide an hourly overtime wage rate of the officer(s) assigned to the operation/task force.

B. REQUESTS FOR REIMBURSEMENT OF OVERTIME EXPENSES

1. The SUFFOLK COUNTY POLICE DEPARTMENT may request reimbursement for payment of overtime expenses directly related to work performed by its officer(s) assigned as members of a Joint Task Force with U.S. IMMIGRATION & CUSTOMS ENFORCEMENT for the purpose of conducting official Homeland Security investigations.

2. The SUFFOLK COUNTY POLICE DEPARTMENT shall ensure that they are active participants in the EFT program within 10 days of the signing of this agreement.

3. Invoices submitted for the payment of overtime to local/county/state must be submitted on the agency's letterhead. The invoice shall be signed by an authorized representative of that agency.

4. The SUFFOLK COUNTY POLICE DEPARTMENT will submit all requests for reimbursable payments, together with appropriate documentation, to U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK, 601 WEST 26th STREET, SUITE 700, NEW YORK, NEW YORK 10001, ATTN: CARMEN RICCI (TELEPHONE NUMBER 646-230-3200).
The SUFFOLK COUNTY POLICE DEPARTMENT shall certify that the request is for overtime and/or other expenses incurred by the SUFFOLK COUNTY POLICE DEPARTMENT for participation with U.S. IMMIGRATION & CUSTOMS ENFORCEMENT.

The SUFFOLK COUNTY POLICE DEPARTMENT shall also certify that requests for reimbursement of overtime expenses have not been made to other Federal law enforcement agencies who may also be participating with the operation or task force.

The SUFFOLK COUNTY POLICE DEPARTMENT acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the operation or task force and are responsible for the payment of overtime earnings, withholdings, insurance coverage and all other requirements by law, regulation, ordinance or contract regardless of the reimbursable overtime charges incurred.

5. All requests for reimbursement of costs incurred by the SUFFOLK COUNTY POLICE DEPARTMENT must be approved and certified by U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK. The Homeland Security law enforcement agency shall countersign the invoices for payment.

6. The maximum reimbursement entitlement for overtime worked on behalf of U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, OFFICE OF THE SPECIAL AGENT IN CHARGE, NEW YORK is set at $15,000.00 per officer assigned to the operation or task force for the Fiscal Year period.

C. PROGRAM AUDIT

This agreement and its procedures are subject to audit by U.S. IMMIGRATION & CUSTOMS ENFORCEMENT, the Department Homeland Security – Office of Inspector General, the General Accounting Office, and other government designated auditors. The SUFFOLK COUNTY POLICE DEPARTMENT agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until the audit is completed. These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.
D. **REVISIONS**

The terms of this agreement may be amended upon the written approval of both the **SUFFOLK COUNTY POLICE DEPARTMENT** and U.S. **IMMIGRATION & CUSTOMS ENFORCEMENT**. The revision becomes effective upon the date of approval.

E. **NO PRIVATE RIGHT CREATED**

This is an internal government agreement between a Homeland Security Law Enforcement Agency and a Local/County/State Law Enforcement Agency and is not intended to confer any right or benefit to any private person or party.

---

**Signature**

**Richard Dormer**
Commissioner
Suffolk County Police Department

**Signature**

**Martin D. Ficke**
Special Agent in Charge, NY
U.S. Immigration & Customs Enforcement

**DATE:** 10/04/05

**DATE:** 10/17/05

**NAME**

**TITLE**

(ICE Headquarters Office)
MEMORANDUM

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

FROM: Robert G. Cassagne, Chief of Support Services
   Suffolk County Police Department

DATE: August 12, 2016

SUBJECT: Resolution Packets & SCIN Forms for the United States Immigration &
   Customs Enforcement (ICE) sponsored ICE El Dorado Task Force FFY16
   3rd Supplemental Award

Attached please the following for the ICE El Dorado Task Force FFY16 3rd Supplemental Award:

1. Draft Resolution
2. Memorandum of Support
3. SCIN Forms
4. Request for Introduction of Legislation
5. Financial Impact Statement
6. Copy of the Agreement between the Suffolk County Police Department and the U.S. Immigration &
   Customs Enforcement, Office of the Special Agent in Charge, New York
7. Copy of e-mail regarding additional allocation
8. Copy of Adopted Resolution No. 576-2016
10. Copy of IR Resolution No. 1710-2016

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

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants
Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601

Thank you as always for your assistance with this project.

RGC/sck
Att.
RESOLUTION NO. 9-2016, ACCEPTING AND APPROPRIATING A GRANT SUB-AWARD FROM THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK FOR THE PROJECT ENTITLED, "CONSTRUCTIVE CONVERGENCES," 100% REIMBURSED BY STATE FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE

WHEREAS, Suffolk County Community College has received a grant sub-award from The Research Foundation for The State University of New York for the project entitled, "Constructive Convergences," in the amount of $22,500, for the period of January 15, 2016 through June 1, 2017; and

WHEREAS, The Research Foundation for The State University of New York has an award from The Leona M. & Harry R. Helmsley Charitable Trust to carry out a project, and the award provides that the Foundation shall subcontract to Suffolk County Community College a portion of the work and services to be provided in connection with the award; and

WHEREAS, this project will partner Suffolk County Community College with other institutions, including the State University of New York at Stony Brook, in a "learning community" devoted to exploring and testing the feasibility of combining multiple interventions to achieve substantial progress in retaining participation in STEM courses by women and members of other groups underrepresented in STEM disciplines; and

WHEREAS, matching funds are not required; and

WHEREAS, the Board of Trustees of Suffolk County Community College accepted the grant sub-award on August 18, 2016 by Resolution No. 2016.58; and

WHEREAS, the College anticipates spending the $22,500, in accordance with the terms of said grant sub-award before June 1, 2017; now therefore be it

1st

RESOLVED, that said grant sub-award, in the amount of $22,500, for the project entitled, "Constructive Convergences," from the Research Foundation for the State University of New York, for the period of January 15, 2016 through June 1, 2017, be accepted and appropriated for the operation of the project as follows:

REVENUES:
State Grant- Constructive Convergences:
GA42-GA4216-543331-G000

AMOUNT:
$22,500

APPROPRIATIONS:
Constructive Convergences 15-16:
GA42-GA4216

AMOUNT:
$22,500
611000-Personal Services: $15,321
  611570-Full Time Overload 15,321

628000-Employee Benefits: $ 2,679
  628160-TIAA CREF Retirement 1,507
  628330-Social Security 1,172

714000-Contractual Expenses $ 4,500
  714350-Travel: College Business 4,500

DATED:

APPROVED BY:

________________________________________
County Executive of Suffolk County
2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and Appropriating a grant sub-award from The Research Foundation for The State University of New York for the project entitled, "Constructive Convergences," 100% reimbursed by State funds at Suffolk County Community College

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate a grant sub-award from The Research Foundation for The State University of New York for the project entitled, "Constructive Convergences," in the amount of $22,500, during the 2015-2016 through the 2016-2017 fiscal year.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will increase the operating budget for Suffolk County Community College by accepting and appropriating the grant sub-award from The Research Foundation for The State University of New York for the project entitled, "Constructive Convergences, in the amount of $22,500.

JUSTIFICATION: This project will partner Suffolk County Community College with other institutions, including the State University of New York at Stony Brook, in a "learning community" devoted to exploring and testing the feasibility of combining multiple interventions to achieve substantial progress in retaining participation in STEM courses by women and members of other groups underrepresented in STEM disciplines.

FISCAL IMPLICATIONS: None
**STATEMENT OF FINANCIAL IMPACT**
**OF PROPOSED SUFFOLK COUNTY LEGISLATION**

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

2. Title of Proposed Legislation
   Accepting and Appropriating a Grant Sub-Award from The Research Foundation for The State University of New York for the project entitled, "Constructive Convergences," 100% Reimbursed by State Funds at Suffolk County Community College

3. Purpose of Proposed Legislation
   To accept and appropriate a grant sub-award from The Research Foundation for The State University of New York, for the project entitled, "Constructive Convergences," in the amount of $22,500, during the 2015-2016 through the 2016-2017 fiscal year

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

5. If the answer to item 4 is "yes," on what will it impact? (Circle appropriate category)
   - County
   - Village
   - 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
   The grant sub-award from The Research Foundation for The State University of New York, for the project entitled, "Constructive Convergences," in the amount of $22,500, will provide operating costs during the 2015-2016 through the 2016-17 fiscal year

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

8. Proposed Source of Funding: The Research Foundation for The State University of New York

9. Timing of Impact: January 15, 2016 through June 1, 2017

10. Name & Title of Preparer
    Henrietta Ytuarte
    Accountant

11. Signature of Preparer

12. Date
    August 11, 2016

SCIN FORM 175A (10/95)
WHEREAS, Suffolk County Community College has received a grant sub-award in the amount of $22,500 from The Research Foundation for The State University of New York for a project entitled “Constructive Convergences,” for the period of January 15, 2016 through June 1, 2017, and

WHEREAS, under the project, Suffolk County Community College will partner with other institutions, including Stony Brook University, in a “learning community” devoted to exploring and testing the feasibility of combining multiple interventions geared towards retaining women and other underrepresented groups in STEM disciplines, and

WHEREAS, matching funds are not required, and

RESOLVED, that a grant award in the amount of $22,500 from The Research Foundation for The State University of New York for a project entitled “Constructive Convergences” for the period of January 15, 2016 through June 1, 2017 is hereby accepted, and the College President, or his designee, is authorized to execute a contract, in a form as approved by the College General Counsel, with the administering agency.

Project Director: Candice Foley

Note: No full-time personnel

Bryan Lilly
Secretary
BOARD OF TRUSTEES
August 18, 2016

Item 1
RESOLUTION NO. 2016.56 - Approving Monthly Sponsor Services for Suffolk County Community College

Item 2
RESOLUTION NO. 2016.57 - Approving Budget Transfers

Item 3
RESOLUTION NO. 2016.58 - Accepting a Grant Sub-award from the Research Foundation for the State University of New York for a Project Entitled “Constructive Convergences”

Item 4
RESOLUTION NO. 2016.59 - Amending the College Operating Budget for an Educational Opportunity Program Grant

Item 5
RESOLUTION NO. 2016.60 - Amending the Suffolk County Community College Student Code of Conduct

Item 6
RESOLUTION NO. 2016.61 - Amending the College Budget for Participation in a Project Entitled “Bioprep: Biology Partnership in Research and Educational Programs”

Item 7
RESOLUTION NO. 2016.62 - Approving a Major Change Order and Amendment to the Contract for the Construction of the Learning Resource Center on the Grant Campus

Item 8
RESOLUTION NO. 2016.63 - Accepting an Award from the U.S. Department of Labor, Employment and Training Administration for the H-1B Techhre Partnership Grant

Item 9
RESOLUTION NO. 2016.64 - Accepting a Grant Award from the State University of New York for an Innovative Instruction Technology Grant (IITG), Entitled “Expanding Mobile Makerspaces to Enhance learning Throughout Suffolk County Community College”

Item 10
RESOLUTION NO. 2016.65 - Authorizing an Agreement with Hampton Bays Public Schools for a Childcare Development Associate Program

Item 11
RESOLUTION NO. 2016.66 - Adopting a Policy Establishing Guidelines for the Use of College Resources by Non-College Entities
Item 12  RESOLUTION NO. 2016.67 - Amending the Suffolk County Community College Public Demonstration and Mass Gathering Policy

Item 13  RESOLUTION NO. 2016.68 - Creating an Employee Title

Item 14  RESOLUTION NO. 2016.69 - Fixing Time of 2017 Meetings of the Board of Trustees
RESOLUTION NO. 2016. ACCEPTING A GRANT SUBAWARD FROM THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK FOR A PROJECT ENTITLED, “CONSTRUCTIVE CONVERGENCES”

WHEREAS, Suffolk County Community College has received a grant sub-award in the amount of $22,500, from The Research Foundation for The State University of New York, for a project entitled, “Constructive Convergences”, for the period of January 15, 2016 through June 1, 2017, and

WHEREAS, The Research Foundation for The State University of New York has an award from The Leona M. & Harry R. Helmsley Charitable Trust to carry out a project, the award provides that Foundation shall subcontract to Suffolk County Community College a portion of the work and services to be provided in connection with the award, and

WHEREAS, the project will partner Suffolk County Community College with other institutions, including Stony Brook University, in a “learning community” devoted to exploring and testing the feasibility of combining multiple interventions to achieve substantial progress in retaining participation in STEM courses by members of women and other underrepresented in STEM disciplines, and

WHEREAS, matching funds are not required, and

RESOLVED, that a grant award, in the amount of $22,500, from The Research Foundation for The State University of New York for a project entitled, “Constructive Convergences”, for the period of January 15, 2016 through June 1, 2017, is hereby accepted, and the College President, or his designee, is authorized to execute a contract, with the administering agency.

Project Director: Candice Foley

Note: No full-time personnel

***********
SUBCONTRACT BETWEEN
THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK
AND
SUFFOLK COUNTY COMMUNITY COLLEGE

This Agreement ["Agreement"] made by and between THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK, a nonprofit, educational corporation organized and existing under the laws of the State of New York, with its office located at Office of Sponsored Programs, W5510 Melville Library, Stony Brook, New York 11794-3362 at Stony Brook University, hereinafter referred to as "Foundation," and Suffolk County Community College, a public two-year college existing under the laws of the State of New York, with its principal offices located at 533 College Road, Selden, NY hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, Foundation has an award from The Leona M. & Harry R. Helmsley Charitable Trust, hereinafter referred to as "Sponsor" to carry out a project entitled Convergent Conferences, hereinafter referred to as "Project"; and

WHEREAS, the aforesaid award provides that Foundation shall subcontract to Contractor a portion of the work and services to be provided in connection with the award; and

WHEREAS, Foundation desires and the Contractor represents that it is competent and willing to perform services in connection with the Project.

THEREFORE, it is agreed by the parties as follows:

1. **Scope of Work and Cooperation**
   a) Contractor agrees to perform and complete in a competent manner all of the work and services detailed in the scope of work, budget, and payment schedule, if applicable, attached as Exhibit A to enable the Foundation to meet the requirements of the Project.
   b) Contractor agrees to maintain close liaison with the Foundation's Principal Investigator to ensure a well-integrated project effort and to achieve the performance goals during this Agreement. In addition, Contractor will provide formal technical reports as specified herein.

2. **Key Personnel**
   Foundation's Principal Investigator is William David Burns
   Contractor's Principal Investigator is Candice Foley.

   If Contractor's Principal Investigator (PI) plans to or becomes aware that s/he will: 1) devote substantially more or less effort than the Scope of Work prescribes; 2) sever his/her legal relationship with the Contractor; 3) be absent for a continuous period of three months or more, or; 4) otherwise relinquish active direction of the Project the Foundation must be informed in writing of the same. Any such changes shall be subject to the written approval of the Foundation. The parties shall mutually agree to any revisions to this Agreement required to address such changes.

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3. **Term**

The term of this Agreement shall be from January 15, 2016 to June 1, 2017 unless extended or terminated as provided hereunder.

4. **Termination**

a) This Agreement may be terminated by either party, with or without cause by giving thirty (30) days written notice to the other party. The thirty (30) days written notice period shall commence on the date contained within the Notice of Termination to the affected party.

b) Foundation may suspend this Agreement for cause upon ten (10) days written notice; provided, however, that Contractor will have not more than thirty (30) days from the date of such notice to remedy or cure any default or breach upon Notice of Termination from Foundation. Foundation may withhold payments to Contractor for the purpose of set-off until such time as the exact amount of damages may be determined.

c) If the Contractor shall fail to fulfill in a proper manner its obligations under this Agreement or violates any of the provisions of this Agreement, Foundation shall have the right to terminate this Agreement in whole or in part, by sending written Notice of Termination to the Contractor which shall take effect thirty (30) days from the date contained in the written notice.

d) Upon notification that this Agreement has been terminated or suspended as provided above, the Contractor shall immediately stop all work under this Agreement on the date and to the extent specified in the Notice of Termination. Foundation agrees to compensate the Contractor for all work performed pursuant to the Agreement prior to termination.

5. **Compensation and Maximum Cost**

a) In full and complete consideration of Contractor's performance, the Foundation shall reimburse Contractor for allowable costs incurred in accordance with the terms of this Agreement, up to $22,500. In no event shall the aggregate of all allowable expenditures exceed the maximum cost, except upon formal modification of this Agreement as provided herein.

b) Contractor certifies that, if applicable, the facilities and administrative rate and fringe benefit rate applied to the allowable costs are current and in effect during the term specified herein. Contractor shall inform Foundation of any subsequent changes to the rates.

6. **Funding**

Contractor understands that the source of the funds for the payment of services hereunder is a contract from or between the Foundation and the Sponsor, and that the execution of this Agreement does not, nor does it purport to, bind the State University of New York or the State of New York.

7. **Payment**

a) Contractor will submit monthly certified invoices referencing Foundation Award No. 73705-1129757-2 as per attached Exhibit B or Contractor's generated invoice provided that such Contractor invoice contains sufficient detail to permit identification of the costs incurred by Contractor and claimed to constitute allowable costs. Payment shall be subject to audit and assessment to ensure the provisions of the Agreement are met. All payments shall be subject to correction and adjustment upon periodic and/or final audit or by reason of disallowance by Sponsor. To this end, an authorized representative of Contractor must attest to the following certification on each invoice:

April 2013
"I hereby certify that to the best of my knowledge the itemized expenses herein contained on this invoice and for which compensation is requested, are for services actually performed and costs incurred pursuant to the terms of the agreements; and that no payment for reimbursement of expenses has heretofore been requested or received by me for any part thereof, I further certify that the documentation concerning this claim is on file and will be made available for audit purposes to the Research Foundation or any other person authorized by the Research Foundation, including city, state, and federal auditors."

b) Invoices must be sent to the Foundation’s Financial Contact as identified in Exhibit C.

c) On receipt and approval of the invoice designated by Contractor as the "final invoice" Foundation shall promptly pay any balance of allowable cost. Foundation reserves the right to withhold up to 10% of the final payment pending receipt of required deliverables and compliance with the provisions of this Agreement. The final invoice shall be submitted by Contractor promptly following completion of the work but in no event later than 30 days subsequent to the termination date of this Agreement.

d) Any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by Contractor or any of its assignees shall be paid or credited to Foundation to the extent that they are properly allocable costs for which the Contractor has been reimbursed by the Foundation.

8. **Reports**

Contractor acknowledges that timely, completed technical and/or narrative reports are required in order for Foundation to meet its obligations with the Sponsor. Contractor agrees to provide technical and/or other narrative progress reports as required below:

<table>
<thead>
<tr>
<th>Report Type</th>
<th>Due Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Progress Report:</td>
<td>1/16/17</td>
</tr>
<tr>
<td>Final Report:</td>
<td>6/1/17</td>
</tr>
</tbody>
</table>

Contractor further agrees to provide any additional progress reports as may reasonably be requested by the Foundation. Foundation reserves the right to withhold payment to Contractor pending receipt of any required technical reports.

9. **Inventions and Licenses**

Notwithstanding the Sponsor’s rights and policies pertaining to inventions and licenses as may be specifically provided for in the prime agreement, the following claims and rights to inventions and know-how shall be accorded as follows:

a) Contractor shall hold title to all inventions (including know-how) developed solely by Contractor personnel who are legally obligated to assign rights in inventions to Contractor. Said Inventions are hereinafter referred to as "Contractor Inventions."

b) Foundation shall hold title to all inventions (including know-how) developed solely by personnel who are legally obligated to assign rights in inventions to the Foundation. Said inventions are hereinafter referred to as "Foundation Inventions."

c) If both Contractor and Foundation personnel with the legal obligation to assign rights in inventions to their individual employers develop a joint invention under this Agreement, Contractor and Foundation shall hold joint title to said invention.
d) No license or other rights in Foundation inventions are given to or received by Contractor except as specifically provided for herein.

10. **Protected Information**

a) The parties acknowledge that they may possess certain proprietary or confidential information which may be utilized in performance of the Project. "Protected Information" shall mean all such proprietary or confidential information provided by the disclosing party in writing and marked "confidential" or if disclosed orally summarized in writing and marked "confidential" and transmitted to the non-disclosing party within thirty (30) days of oral disclosure.

b) Protected Information will only be disclosed to the employees, consultants, students or agents (if applicable) who require the same to fulfill the purposes of the research or a need to know and who have read and are obligated to be bound by this clause. The receiving party shall protect the disclosing party's Protected Information with the same standard of care with which the receiving party treats its own Protected Information. Protected Information shall be used by the receiving party only within the scope of this Agreement.

c) Each party shall, for a period of three (3) years after the termination or expiration of this Agreement, maintain the same level of care to prevent the disclosure of a party's Protected Information, unless otherwise required by law. Upon expiration of the three (3) year period, or upon the request of the disclosing party, whichever is first, the receiving party will destroy all copies of such Protected Information and so certify the same in writing within thirty (30) days. Only one extant copy of such information shall be kept by the receiving party for archival or purposes of audit.

d) Neither party shall be liable for disclosure or use of the information of the other party if said information was:

1) known by the receiving party at the time it was acquired from the disclosing party;
2) already generally available to the public, or subsequently becomes so available without default of the receiving party;
3) received by a party to this Agreement from a third party who did not acquire it directly or independently from a party to this Agreement in confidence;
4) independently developed by the receiving party without the use or reliance on Protected Information, or;
5) required to be disclosed by applicable law, court order or regulations of any applicable governmental agency provided that the disclosing party shall give advance, written notice to the other party of the compelled disclosure.

11. **Export Controls**

a) This Agreement shall be subject to all applicable government export and import laws and regulations. The parties agree to comply and reasonably assist the other party, upon request by that party, in complying with all applicable government export and import laws and regulations. The parties acknowledge that they may not directly or indirectly export, re-export, distribute or transfer any technology, information or materials of any value to any nation, individual or entity that is prohibited or restricted by the International Traffic in Arms Regulation (ITAR), the Export Administration Regulations (EAR), the Office of Foreign Assets Controls (OFAC), the United States Department of State’s State Sponsors of Terrorism, or by any other United States government agency without first obtaining the appropriate license.

b) Contractor confirms that the confidential information it discloses does not contain export controlled technology or technical data identified on any US export control list, including

April 2013
but not limited to the Commerce Control List (CCL) at 15 CFR 774 and the US Munitions List (USML) at 22 CFR 121. In the event Contractor intends to provide Foundation’s Principal Investigator with export controlled information, Contractor will inform Foundation’s Contracts Administrator in writing thirty (30) days prior to the release of export controlled technology or technical data. Contractor agrees not to provide any export controlled information to Foundation’s Principal Investigator, or others at Foundation or the State University of New York without the written agreement of Foundation’s Contracts Administrator. If the U.S. Government imposes a fine or penalty upon Foundation due to Contractor’s failure to notify the Foundation as described above, Contractor will indemnify and hold Foundation harmless from any resulting fines and penalties from such omission.

12. **Publication**

Contractor may publish any information, oral or written, concerning the results or conclusions made pursuant to the performance of this Agreement as follows:

No less than forty-five (45) days prior to publication, Contractor shall provide the Foundation with a copy of any proposed manuscript for scientific review, written comment, and/or identification and protection of Foundation or Sponsor confidential or proprietary information. If Contractor does not receive a written response from Foundation within forty-five (45) days, the Contractor may proceed with publication and/or release of information as proposed. Moreover, in order to protect patentable material, Foundation may require an additional sixty (60) day delay in publication in order to coordinate the filing of any invention disclosures. In no event shall this delay exceed sixty (60) days without mutual written agreement by both parties.

13. **Warranty of Originality**

Contractor warrants that all material produced by Contractor and delivered to Foundation hereunder shall be original, except for such portion as is included with permission of the copyright owners, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the Foundation from any costs, expenses and damages resulting from any breach of this warranty.

14. **Data and Copyrights**

Data Rights: Subject to the terms of this Agreement as well as any applicable federal, state or local laws and/or Sponsor regulations, Contractor shall have the right to use, release to others, reproduce, distribute or publish any data first produced or specifically used by Contractor in performance of this Agreement for non-commercial purposes.

Copyrights: Contractor grants to Foundation an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Agreement to the extent required to meet Foundation obligations to the Sponsor under the prime award and for non-commercial, educational purposes.

15. **Ethical Conduct**

The Foundation strives to maintain the highest ethical standards in all of its operations. All parties acting pursuant to this Agreement will establish standards, policies and procedures of ethical conduct that address, but are not limited to, the areas of conflict of interest, misconduct in science, fraud, abuse and waste.
16. **Obligations and Assurances of Contractor**

The parties agree to comply with all federal, New York State, and other applicable laws and regulations in performing the obligations under this Agreement.

By signing this Agreement, Contractor certifies that: (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any covered transaction by any federal agency (45 CFR Part 76 and Executive Order 12549) (Debarment and Suspension); (2) It is in compliance with the requirements of 45 CFR Part 76, Subpart F (Drug Free Workplace); (3) It is in compliance with the requirements of 31 USC § 1352 (Lobbying); (4) It is in compliance with the requirements of 42 CFR Part 93 (Misconduct in Science); (5) It is in compliance with Title VI of the Civil Rights Acts of 1964, the Age Discrimination Act of 1975, Executive Order 11246 and Section 504 of the Rehabilitation Act of 1973 as amended, and certifies that it has valid Assurances of Compliance on file with DHHS (Civil Rights and Equal Employment Opportunity).

In the event that the Foundation’s award from Sponsor is a Federal contract and this Agreement equals to or exceeds $10,000, the Agreement is subject to the following clause (check if applicable □). The Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a) and 60-4.3(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that the Contractor takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

16.1 **Human Subjects** (check if applicable □) If human subjects are used in the conduct of the work supported by this Agreement, Contractor shall comply with DHHS policies and regulations on the protection of human subjects (Code of Federal Regulations, 45 CFR Part 46, Subpart A, “Protection of Human Subjects,” and specifically Section 46.107, Special Assurances). In addition to assuring that the initial requirements for protection of human subjects are met, Contractor agrees to assure continued monitoring and compliance with these requirements during the course of the project. Contractor agrees to send copies of their IRB approval and “Informed Consent” form before the Agreement will be executed to Foundation’s Contracts Administrator.

16.2 **Laboratory Animals** (check if applicable □) If Contractor uses warm blooded animals in its performance of this work, it shall comply with the applicable portions of the Animal Welfare Act (P.L. 89- 544 as amended by P.L. 91-579 and P.L. 94-279) and will follow the guidelines prescribed in DHHS Publication No. 85-23 entitled “Guide for the Care and Use of Laboratory Animals,” or such other guidelines as are required. Contractor agrees to send copies of their IACUC approval before the Agreement will be executed to Foundation’s Contracts Administrator.

16.3 **Conflict of Interest** (check applicable box)

☐ Contractor is enrolled in the FDP Institutional Clearinghouse of FCOI Compliant institutions http://sites.nationalacademies.org/PGA/fdp/PGA_070598

☒ Contractor represents and certifies that it has an active and enforced conflict of interest policy that is consistent with the provision of 42 CFR Part 50, Subpart F "Responsibility of Applicants for Promoting Objectivity in Research" and 45 CFR Part 94 "Responsible Prospective Contractors." Contractor further represents that its signature to this Agreement provides written assurance to Foundation that Contractor has taken reasonable steps to ensure that any person working for Contractor who is responsible for the design, conduct or reporting of research funded under this
Agreement is in compliance with the conflicts of interest policy. At least 30 days prior to the expenditure of any funds awarded for the Project, or within 30 days after Contractor subsequently identifies any such conflicting interest, Contractor shall report to Foundation the existence of any conflicting interest (but not the nature of the interest or other details) found by Contractor and assure Foundation that the interest has been managed, reduced or eliminated in accordance with 42 CFR Part 50 Subpart F and 45 CFR Part 94. Contractor further agrees to furnish a copy of its conflict of interest policy to Foundation within 30 days of Foundation's written request. □ Contractor does not have an active and/or enforced conflict of interest policy and agrees to adopt University's policy http://www.stonybrook.edu/research/orc/oci.shtml.

16.4 E-Verify (check if applicable □ ) Federal contracts to Foundation in excess of $100,000 and subcontracts in excess of $3,000 are subject to the requirements of E-Verify. If this Agreement meets this threshold, it is subject to one of the following federal clauses: FAR 22.1800, FAR 52.222-54, 48 CFR 2.22.52 and 8 CFR 274a.

16.5 FFATA (check if applicable □). This Agreement is subject to Federal Funding Accountability and Transparency Act (FFATA).

17. Audit Requirements

(Pre-OMB Uniform Guidance – for awards issued prior to 12/26/14)

a) Nonprofits with federal expenditures of $500,000 or more

Contractor certifies that it complies with the requirements of OMB Circular A-133 and will notify Foundation of completion of necessary audits and report any findings and corrective actions which impact this subcontract. Non-compliance may result in appropriate sanctions including but not limited to those referenced in OMB Circular A-133, Section 225.

b) Nonprofits with federal expenditures less than $500,000 and/or Other than Non-profit Organizations

Contractor agrees to establish and maintain a system of administrative monitoring procedures and controls, maintain accounting records according to the generally accepted accounting principles, conduct organizational audits for compliance with the general and specific requirements applicable to performance and expenditure under this subcontract, and immediately report any audit findings and correction active plans to the Foundation.

c) Monitoring and risk for all organizations

Foundation retains the right to monitor Contractor compliance via desk audits, site visits, pre and post award audits, and review of the performance and expenditure aspects of the subcontract. In the event of Contractor non-compliance the Foundation may require the Contractor to arrange, at its expense, an independent audit conducted according to the generally accepted accounting principles. Non-compliance may result in appropriate sanctions including but not limited to those referenced in OMB Circular A-133, Section 225.

(Post-OMB Uniform Guidance Audit Implementation Language - for use on new awards and incremental funding awarded on or after 12/26/14 as applicable)

a) Nonprofits with federal expenditures of $750,000 or more

Contractor certifies that it complies with the requirements of OMB Uniform Guidance 2 CFR Part 200 Subpart F and will notify Foundation of completion of necessary audits and report any findings and corrective actions which impact this subcontract. Non-compliance may result in
appropriate sanctions including but not limited to those referenced in 2 CFR Part 200, Section 505.

b) Nonprofits with federal expenditures less than $750,000 and/or Other than Non-profit Organizations

Contractor agrees to establish and maintain a system of administrative monitoring procedures and controls, maintain accounting records according to the generally accepted accounting principles, conduct organizational audits for compliance with the general and specific requirements applicable to performance and expenditure under this subcontract, and immediately report any audit findings and correction active plans to the Foundation.

c) Monitoring and risk for all organizations

Foundation retains the right to monitor Contractor compliance via desk audits, site visits, pre and post award audits, and review of the performance and expenditure aspects of the subcontract. In the event of Contractor non-compliance the Foundation may require the Contractor to arrange, at its expense, an independent audit conducted according to the generally accepted accounting principles. Non-compliance may result in appropriate sanctions including but not limited to those referenced in 2 CFR Part 200, Section 505

18. Records

Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing and supporting all costs incurred under this Agreement. Contractor will insure that appropriate internal controls are in place and properly functioning for the accounts, records and other evidence showing and supporting all costs incurred under this Agreement. All accounts and records relating to this Agreement shall be subject to inspection by Foundation or its duly authorized representative(s). All accounts and records shall be preserved by the Contractor for a period of six (6) years after final settlement of this Agreement. At any time, the Foundation may have vouchers and statements of costs audited by Foundation or Sponsor, or other parties authorized to audit Foundation activities and any payment may be reduced for overpayments or increased for underpayments based on such audit. The system of accounts employed by the Contractor shall be in accordance with the accounting principles required under Foundation’s agreement with the Sponsor.

19. Liability: Indemnification

Both parties agree, to the fullest extent permitted by law, to indemnify, hold harmless and defend the indemnified parties and its directors, officers, employees, consultants, agents and representatives against all claims, including claims of third parties, causes of action, damages, losses or expenses, including without limitation attorneys’ fees, arising out of or resulting from this Agreement or any action arising hereunder; provided, the indemnified party’s actions are not based upon negligence or willful misconduct.

20. Insurance

Contractor shall, at its own expense, maintain insurance of the types and in the amounts specified below.

1) Workers’ Compensation (including occupational disease) and Employer’s Liability: Statutory New York State Limits. Employers’ Liability minimum limit of $1,000,000;

2) Disability Benefit Insurance as mandated by State law,
3) Commercial General Liability: Bodily Injury, Personal Injury, and Property Damage with minimum limit of $2,000,000 per occurrence and $5,000,000 aggregate. Limit may be provided through a combination of primary and umbrella/excess liability policies;

4) Auto Liability (if applicable): $2,000,000 combined single limit Bodily Injury/Property Damage per each accident (including owned, hired, leased and non-owned autos);

5) Professional Liability (medical care, if applicable): Limits of liability greater than $1,000,000 each claim and $3,000,000 aggregate.

This insurance shall be written by a company licensed to do business in New York State with a minimum A.M. Best rating of A-IX.

Contractor shall notify Foundation by registered mail thirty (30) days prior to termination or material change of any policy.

If Contractor fails to maintain insurance, Contractor shall promptly notify Foundation and Foundation reserves the right to issue a stop-work order until Contractor is in compliance with the above requirements.

Foundation and Sponsor shall be named as primary and non-contributory additional insureds and Contractor shall provide evidence of such in the form of Certificates of Insurance upon request. If self-insured, these certificates should note any self-insured/deductible amounts for each policy.

Contractor waives all rights of subrogation to the extent damages are covered by the above described policies.

21. Notices

All notices shall be sent by U.S. First Class Mail or via overnight delivery to the addresses listed below. Notice will be deemed acceptable if sent via electronic mail (e-mail) if followed by formal written notice in accordance with this Section.

Said notices shall be delivered to the appropriate financial, administrative and/or technical party(ies) as identified in Exhibit C, unless notice of change of address is provided in writing to the other.

22. Dispute Resolution

Foundation and Contractor shall attempt to resolve any dispute as follows:

   a) in good faith by direct, confidential and informal negotiations. Unless otherwise directed by Foundation pursuant to termination procedures provided herein and to the fullest extent possible, Contractor shall proceed with the performance of its obligations under this Agreement.

   b) If the parties are unable to resolve the dispute informally, they may consent to non-binding arbitration upon mutual agreement.

   c) Notwithstanding the above, either party may pursue litigation in any court of competent jurisdiction in New York State.

23. Assignment and Subcontracting
Contractor shall not assign, transfer, or convey this Agreement or any part hereof, or any interest herein, nor shall the Contractor subcontract for the performance of any of its obligations hereunder, without the prior written consent of the Foundation. Any such subcontracts and all other arrangements made by Contractor in connection with its performance hereunder, shall be made subject to, and consistent with this Agreement and Foundation's agreement with the Sponsor.

24. **Status of Parties**

   a) The relationship of the parties shall be that of principal and independent contractor and not of an employer-employee relationship. Contractor hereby warrants that it is: (i) in compliance with all tax filings and similar requirements imposed on it; and (ii) solely responsible for paying income taxes, FICA taxes, and other taxes and assessments which arise from receipt of payments under this Agreement.

   b) This Agreement shall not be construed to contain any authority, either express or implied, enabling the Contractor to incur any expense or perform any act on behalf of Foundation without express written consent.

25. **Modifications**

This Agreement may not be changed, amended, modified or extended unless in writing and duly signed by the parties hereto.

26. **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

27. **Governing Law**

This Agreement shall be construed according to the laws of the State of New York, without regard to conflict of law provisions, and shall be deemed to have been executed in the State of New York. Any litigation shall be brought to an appropriate court within the State of New York.

28. **Severability**

In the event any provisions of this Agreement are determined to be invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions hereof.

29. **Use of Name**

The parties agree not to use the name, any logotypes or symbols of the other party in any advertising, sales promotion, or other publicity matter without the prior written approval of the other party. However, this provision is not intended to restrict either party from disclosing the existence and nature of this Agreement, or from including its existence in the routine reporting of the party's activities.

30. **Survival**

In the event of termination of this Agreement for any reason, the following clauses shall survive termination: 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 23, 28, 29, 27, and 29.

31. **Entire Agreement**

April 2013
This Agreement represents the entire agreement and understanding of the parties hereto. No prior writings, conversations, or representations of any nature shall be deemed to vary the provisions of this Agreement.

32. **Order of Precedence**

In the event of a conflict between this Agreement and Exhibit A, this Agreement shall take precedence and control.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year last written below. By executing this Agreement, Contractor provides any assurances and/or certifications of compliance required herein.

THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK  
By: **Deborah Chalmers**  
Name: **DEBORAH CHALMERS**  
Title: **CONTRACTS ADMINISTRATOR**  
Date: 7/29/16

CONTRACTOR  
By: [Signature]  
Name: Dr. Shaun L. McKay  
Title: **President**  
Date: 7/26/16

April 2013
To: John Schneider, Deputy County Executive

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

Date: August 18, 2016

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

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

Proposal _____ Grant Sub-Award  ____ Subcontract ______

Project Name: Constructive Convergences
Funding Source: The Research Foundation for The State University of New York
Amount of Grant: $22,500
Full Time Positions: None

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

Cc: Candice Foley, Professor of Chemistry
John Builard, Jr., Associate Dean for Financial Affairs
RESOLUTION NO. 1839-16, ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $173,900 FROM THE UNITED STATES DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE IRS STEPP (SUFFOLK-TREASURY ENHANCED PROSECUTION PROGRAM) PROGRAM WITH 86.07% SUPPORT.

WHEREAS, the United States Department of the Treasury, Internal Revenue Service, has made $173,900 in Federal funding available to Suffolk County for participation of the Suffolk County Police Department in the IRS STEPP (Suffolk-Treasury Enhanced Prosecution Program) program; and

WHEREAS, funding is included for the continued lease of a vehicle; and

WHEREAS, the fleet was increased for said vehicle with Adopted Resolution Number 839-2014; and

WHEREAS, funding is included for the lease of six additional vehicles; and

WHEREAS, the lease of these vehicles will temporarily increase the fleet of the Suffolk County Police Department by six (6) vehicles; and

WHEREAS, Chapter 255 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval for the acquisition of such vehicle, via lease or purchase, has been granted via duly enacted Resolution of the Suffolk County Legislature; and

WHEREAS, the operational period of the project is from October 1, 2016 through September 30, 2017; and

WHEREAS, said reimbursement funds have not been included in the 2016 Suffolk County Operating Budget; now, therefore be it

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

IRS STEPP FFY17 - $173,900

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
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<td>001</td>
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<td>173,900</td>
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ORGANIZATIONS:

Police Department (POL)
IRS STEPP FFY17
001-POL-3770 - $173,900

1000-Personal Services: $108,500

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<th>Fund</th>
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2500-Equipment Not Otherwise

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3500-Other Unclassified

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4300-Travel

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<th>Object</th>
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<td>3770</td>
<td>4310</td>
<td>001</td>
<td>Employee Misc-Expenses</td>
<td>7,500</td>
</tr>
</tbody>
</table>

and be it further

2nd RESOLVED, that the non-reimbursable fringe benefits of approximately $28,156 associated with the overtime salaries for this program are included in the 2016 Suffolk County Operating Budget; and be it further

3rd RESOLVED, that the Suffolk County Legislature hereby authorizes the fleet of the Suffolk County Police Department be temporarily increased by six (6) vehicles, hereby approved pursuant to Chapter 255-2 (b) (6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the county vehicle standard, for use by the SCPD IRS STEPP FFY17 task force members; and be it further

4th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk county Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or
major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notice of determination of non-applicability or non-significance in accordance with this resolution; and be it further

5th RESOLVED, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of the Treasury, Internal Revenue Service.

DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County

Date of Approval:
2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title Of Bill: Accepting and appropriating Federal funding in the amount of $173,900 from the United States Department of The Treasury, Internal Revenue Service, for the Suffolk County Police Department’s participation in the IRS STEPP (Suffolk-Treasury Enhanced Prosecution Program) program with 86.07% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept $173,900 in funding from the United States Department of The Treasury, Internal Revenue Service, to support the participation of the Suffolk County Police Department in the IRS STEPP (Suffolk-Treasury Enhanced Prosecution Program) Task Force.

SUMMARY OF SPECIFIC PROVISIONS: The Internal Revenue Service has allocated $173,900 to the Suffolk County Police Department to support its involvement in the IRS STEPP Task Force. Funding will reimburse travel as well as enhanced enforcement and the lease of seven (7) vehicles.

JUSTIFICATION: The Suffolk County Police Department participates in the IRS STEPP Task Force. In order to facilitate the Suffolk County Police Department’s participation, the IRS provides reimbursement funding to assist with costs incurred.

FISCAL IMPLICATIONS: Non-reimbursable employee fringe benefit costs of approximately $28,156 will be incurred through September 30, 2017. Additional costs will only be incurred if the program receives additional funding in subsequent years.
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

<table>
<thead>
<tr>
<th>Resolution</th>
<th>Local Law</th>
<th>Charter Law</th>
</tr>
</thead>
<tbody>
<tr>
<td>XX</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $173,900 FROM THE UNITED STATES DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN THE IRS STEPP (SUFFOLK-TREASURY ENHANCED PROSECUTION PROGRAM) PROGRAM WITH 86.07% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

The resolution provides $173,900 for participation in the IRS STEPP FFY16 task force and will incur approximately $28,156 in fringe benefits costs through 9/30/17.

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

The funds provided by this grant must be expended between October 1, 2016 and September 30, 2017

8. Proposed Source of Funding

Non-reimbursable fringe benefits of approximately $28,156 associated with the overtime salaries funded by this allocation are included in the 2016 Suffolk County Operating Budget.

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer
    Susan C. Krause
    Grants Analyst

11. Signature of Preparer
    [signature]

12. Date
    8/5/16

SCIN FORM 175b (10/95)  Page 1 of 2
### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2015 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2016* COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2015 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th></th>
<th>2015 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2016* COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2015 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### COMBINED

<table>
<thead>
<tr>
<th></th>
<th>2015 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2016* COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2015 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

*The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 property tax levy and is provided for informational purposes only.

### NOTES:

3) SOURCE FOR EQUALIZATION RATES: 2014 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
COORDINATION OF GRANT APPLICATION OR CONTRACT
County of Suffolk

DATE 8/5/2016

<table>
<thead>
<tr>
<th>Submitting Department/Agency</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffolk County Police Department</td>
<td>30 Yaphank Avenue, Yaphank, NY 11980</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Person In Department/Agency</th>
<th>Telephone Number</th>
<th>Grant Application Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Susan C. Krause Grants Analyst</td>
<td>852-6042</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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

I. BACKGROUND INFORMATION

1. Grant Title: IRS STEPP FFY17


3. Grant/Contract Status (Check One Box)
   A. ___ New Program Application
   B. X Renewal Application
   C. ___ Supplemental (Specify)
   D. ___ Extension of Funding Period
   E. ___ Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
   This funding will provide reimbursement for the Suffolk County Police Department's participation in the IRS STEPP (Suffolk-Treasury Enhanced Prosecution Program) Task Force, a program designed to provide assistance to the IRS regarding the investigation and apprehension of individuals committing crimes against the Treasury.

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

II. BUDGET INFORMATION

1. Term of Contract
   From: 10/01/16 To: 09/30/17

2. Financial Assistance Requested

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>SEVENTH FUNDING CYCLE</th>
<th>EIGHTH FUNDING CYCLE</th>
<th>NINTH FUNDING CYCLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
</tr>
<tr>
<td>Federal</td>
<td>$60,000</td>
<td>80.56%</td>
<td>$60,000</td>
</tr>
<tr>
<td>State</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Private</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>County</td>
<td>$14,475</td>
<td>19.44%</td>
<td>$13,175</td>
</tr>
<tr>
<td>Total</td>
<td>$74,475</td>
<td>100%</td>
<td>$73,175</td>
</tr>
</tbody>
</table>
3. Explanation of Requested County Financial Assistance

<table>
<thead>
<tr>
<th>Category</th>
<th>Total Requested</th>
<th>Personnel Costs Requested</th>
<th>Non-Personnel Costs Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL COUNTY SHARE:</td>
<td>$28,156</td>
<td>$</td>
<td>$28,156</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td>$28,156</td>
<td>$</td>
<td>$28,156</td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$</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 1/2" X 11" sheet).

N/A

III. COUNTY EXECUTIVE'S OFFICE REVIEW

1. Intergovernmental Relations Division Review: Approved
   - Disapproved

2. Signature of Coordinator

3. Date

4. Comments

5. Budget Office Review: Approved
   - Disapproved

6. Signature of Budget Director

7. Date

8. Comments
## GRANT BUDGET ANALYSIS

### COUNTY BUDGET YEAR 2016

<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>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1100 Permanent Salaries</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<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>108,500</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>
<td></td>
<td></td>
</tr>
<tr>
<td>2030 Automobiles &amp; Motorcycles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2070 Cameras and Photographic</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2500 Other Equip Not Otherwise</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3000 SUPPLIES MATERIALS &amp; OTHERS:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3010 Office Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3020 Postage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3030 Photostat, Photograph, Blueprint</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3040 Printing</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3160 Computer Software</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3500 Other Unclassified</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3520 Rent:Automobiles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3680 Repairs: Special Equipment</td>
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<tr>
<td>50,400</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4000 UTILITIES:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4010 Telephone &amp; Telegraph</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<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>7,500</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1837</td>
<td></td>
<td></td>
<td></td>
<td></td>
</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 4410 Rent: Offices &amp; Buildings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4900 CONTRACTED SERVICES (LIST)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance</td>
<td></td>
<td>28,156</td>
<td>26,583</td>
<td>Fringe benefits are not reimbursable under this funding program</td>
</tr>
<tr>
<td>OTHER (List Source &amp; Brief Explanation)</td>
<td></td>
<td></td>
<td></td>
<td>1839</td>
</tr>
<tr>
<td>TITLE OF POSITION</td>
<td>GRADE / STEP</td>
<td>SALARY</td>
<td>EMPLOYEE NAME</td>
<td>SOURCE OF FUNDING BY %</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------------</td>
<td>--------------</td>
<td>---------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Detective</td>
<td>4</td>
<td>$117.59 HR/ OT</td>
<td>Various</td>
<td>100%</td>
</tr>
</tbody>
</table>

SCIN Form 164D (10-80)
REQUEST TO ESTABLISH REIMBURSEMENT FOR
LOCAL, COUNTY, AND STATE LAW ENFORCEMENT AGENCIES
PARTICIPATING IN JOINT LAW ENFORCEMENT OPERATIONS
WITH TREASURY LAW ENFORCEMENT AGENCIES

<table>
<thead>
<tr>
<th>TREASURY AGENCY:</th>
<th>OCDET Case: □ Yes ☒ No</th>
<th>TEOAF TRACKING NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRS-CI</td>
<td></td>
<td>(Will be assigned by TEOAF)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MAILING ADDRESS:</th>
<th>OCDET Case #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1180 Veterans Memorial Highway Hauppauge, NY 11788</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT PERSON:</th>
<th>CONTACT TELEPHONE NUMBER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SSA Edward Meehan</td>
<td>631-851-4910</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REQUEST DATE:</th>
<th>TREASURY AGENCY HEADQUARTERS APPROVAL (NAME &amp; SIGNATURE &amp; DATE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>08/01/2016</td>
<td>Tamera D. Cantu, Director, SE:CI:OPS:WF</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TREASURY AGENCY FIELD OFFICE APPROVAL (NAME &amp; SIGNATURE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAC Shantelle P. Kitchen</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FULL NAME, ADDRESS, TELEPHONE AND TAXPAYER IDENTIFICATION NUMBER OF LOCAL, COUNTY, STATE AGENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffolk County Police Department&lt;br&gt;Police Commissioner&lt;br&gt;Police Headquarters&lt;br&gt;30 Yaphank Avenue&lt;br&gt;Yaphank, NY 11980&lt;br&gt;EIN -&lt;br&gt;Attn: Lt. William Burke&lt;br&gt;631-852-6547</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXPENSES TO BE REIMBURSED</th>
<th>ESTIMATED COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>This request is for Seven (7) Full-time Detectives and Supervisors ($15,500.00 per Detective). (It should be noted that during the course of the fiscal year the SCPD may have personnel reassignments (additions / departures) to this task force, which may require this agreement to be amended)</td>
<td>$108,500.00</td>
</tr>
<tr>
<td>This request is for travel and supplies for the Detectives assigned to this Task Force.</td>
<td>$15,000</td>
</tr>
<tr>
<td>This request is for leased vehicles for Seven (7) the Detectives assigned to this Task Force ($600.00 per month).</td>
<td>$50,400</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TOTAL ESTIMATED COSTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$173,900.00</td>
</tr>
</tbody>
</table>

ACCOUNTING DATA:

<table>
<thead>
<tr>
<th>BFY/S:</th>
<th>FUND:</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUD/PN:</td>
<td>ORG:</td>
</tr>
<tr>
<td>PROGRAM:</td>
<td>OCC:</td>
</tr>
</tbody>
</table>

Form 9974 (Rev. 6-96)  Cat. No. 224552  Department of the Treasury - Internal Revenue Service
AGREEMENT BETWEEN TREASURY LAW ENFORCEMENT AGENCIES
and
LOCAL, COUNTY AND STATE LAW ENFORCEMENT AGENCIES
FOR THE REIMBURSEMENT OF EXPENSES

This agreement is entered into by the Suffolk County Police Department (herein after "agency") and Internal Revenue Service, Criminal Investigation, for the purpose of receiving reimbursable costs incurred by the agency in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the Treasury law enforcement agency's Fiscal Year Plan, and the monies are available within the Treasury Forfeiture Fund to satisfy the request(s) for reimbursable overtime expenses.

I. LIFE OF THIS AGREEMENT

This agreement is effective on the date it is signed by both parties and is valid until termination by mutual agreement of the agency and the Internal Revenue Service, Criminal Investigation or upon 30 day written notice by either party to this agreement.

II. AUTHORITY

This agreement is established pursuant to the provisions of Title 31, U.S.C. § 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses of local, county, and state law enforcement agencies incurred as participants in joint operations/task forces with a Department of the Treasury law enforcement agency.

III. PURPOSE OF THIS AGREEMENT

This agreement establishes the procedures and responsibilities of both the agency and the Internal Revenue Service, Criminal Investigation, for the reimbursement of certain overtime and other expenses pursuant to Title 31, U.S.C. § 9703.
IV. NAME OF TASK FORCE/JOINT OPERATION (If Applicable)

The Name of this Task Force is Operation STEPP (Suffolk-Treasury Enhanced Prosecution Program)

V. CONDITIONS AND PROCEDURES

A. Assignment of Agency Officers

To the maximum extent possible, agency shall assign dedicated officer(s) to the Task Force/Joint Operations via the Form 9973, Reimbursement Request for Overtime Cost and Authorized Expenses form.

The agency shall provide the Internal Revenue Service, Criminal Investigation with the names, titles, badge or ID numbers, and date of last firearms qualification of the officer(s) assigned to the Task Force/Joint Operation in an attachment to this agreement.

B. Requests for Reimbursement of Overtime Expenses

1. The agency may request reimbursement for payment of overtime expenses directly related to work performed by its officer(s) assigned as members of a Joint Task Force/Operation with the Internal Revenue Service, Criminal Investigation, for the purpose of conducting official Treasury investigations.

2. The agency shall provide the Internal Revenue Service, Criminal Investigation, within 10 days of the signing of this agreement, a mandatory ACH Vendor Payment Enrollment Form for Electronic Funds Transfer.

3. Invoices submitted for the payment of overtime to agency officer(s) shall be submitted on the agency’s letterhead with appropriate justification material attached; i.e. receipts, work hours, rental car invoices, etc. The invoice shall be signed by an authorized representative of that agency.

4. The agency will submit all requests for reimbursable payments together with appropriate documentation to their local Internal Revenue Service, Criminal Investigation field office.

The agency shall certify that the request is for overtime expenses incurred by the agency for participation with a joint operation conducted with the Internal Revenue Service, Criminal Investigation. The agency shall also certify that requests for reimbursement of overtime expenses have not been made to other federal law enforcement agencies who may also be participating with the task force/joint operation.
The agency acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the task force/joint operation and are responsible for the payment of overtime earnings, withholdings, insurance coverage and all other requirements by law, regulation, ordinance or contract — regardless of the reimbursable overtime charges incurred.

5. All requests for reimbursement of costs incurred by the agency must be approved and certified by the Internal Revenue Service, Criminal Investigation, which will countersign the invoices for payment.

6. All requests for reimbursement of costs are to be received by the Internal Revenue Service, Criminal Investigation no later than 15 days after the previous month end. These requests for reimbursement are to be for a full month time period, from the first day to the last day of the month.

7. The maximum reimbursement entitlement for overtime costs to any one law enforcement officer cannot exceed $15,000.00 per fiscal year. This document does not obligate funds. Funding authority and monetary amounts will be provided through Form 9974, Request to Establish Reimbursement.

8. The monetary obligation may be adjusted at anytime by the Internal Revenue Service, Criminal Investigation based upon the following:

A) The Internal Revenue Service, Criminal Investigation may modify the total dollar obligation, resulting in an increase or decrease, if it determines that the original obligated amount is not commensurate with the rate of reimbursable requests, based on its analysis of submitted reimbursement requests.

B) The adjustments to the monetary obligation may result in a partial and/or total reduction of reimbursement funds requested. Any modification made to an authorized agreement will be documented in writing and immediately provided to the impacted state and local agency.

C. PROGRAM AUDIT

This agreement and its procedures are subject to audit by the Internal Revenue Service, Criminal Investigation, Department of the Treasury, Office of Inspector General, the General Accounting Office, and other government designated auditors. The agency agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years, and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts or expenditures relating to this agreement, as well as the interview of any and all personnel involved in these transactions.
D. **REVISIONS**

The terms of this agreement may be amended upon the written approval of both the agency and the Internal Revenue Service, Criminal Investigation. The revision becomes effective upon the date of approval.

E. **NO PRIVATE RIGHT CREATED**

This is an internal government agreement between the Internal Revenue Service Criminal Investigation and the agency, and is not intended to confer any right or benefit to any private person or party.

---

Toni Weitsrauch  
Special Agent in Charge

Printed Name  
Title

New York Field Office  
Internal Revenue Service

---

Edward Webster  
Commissioner

Printed Name  
Title

Suffolk County Police Department

---

Charles Palmer  
Senior Accountant

Printed Name  
Title

Chief Financial Officer  
Suffolk County Police Department

---

APPROVED AS TO LEGALITY:

Paul J. Marciotta  
Chief Deputy County Attorney

---

Department of the Treasury - Internal Revenue Service
TO: Jon Schneider, Deputy County Executive
   Suffolk County Executive's Office

FROM: Robert G. Cassagne, Chief of Support Services
      Suffolk County Police Department

DATE: August 10, 2016

SUBJECT: Resolution Packets & SCIN Forms for the Internal Revenue Service
         Sponsored IRS STEPP FFY17 (Suffolk-Treasury Enhanced Prosecution Program)

Attached please find the following for the IRS STEPP FFY17 Reimbursement Program:

1. Draft Resolution
2. Memorandum of Support
3. SCIN Forms
4. Request for Introduction of Legislation
5. Financial Impact Statement
6. Copy of the Agreement between the Internal Revenue Service and the Suffolk County Police Department

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

This program reimburses the SCPD for the participation of its Officers on the IRS STEPP Task Force. The task force was implemented to address crimes against the Treasury.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you as always for your assistance with this project.

RGC/sck
Att.

ACCREDITED LAW ENFORCEMENT AGENCY
Visit Us Online at www.suffolkpd.org
Crime Stoppers Confidential Tip Hotline 1-800-220-TIPS
Non-Emergencies Requiring Police Response, Dial (631) 852-COPS
30 Yaphank Avenue, Yaphank, New York 11980 – (631) 852-6000
RESOLUTION NO. 1840-16, ACCEPTING & APPROPRIATING AN AWARD OF FEDERAL FUNDING IN THE AMOUNT OF $15,678 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, U.S. MARSHALS SERVICE, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT’S PARTICIPATION IN OPERATION SAFE SUMMER 2016 WITH 79.39% SUPPORT.

WHEREAS, the United States Department of Justice, U.S. Marshals Service, has made an award of $15,678 in Federal funding available to Suffolk County for participation of the Suffolk County Police Department in Operation Safe Summer 2016 an initiative designed to identify, locate, investigate, and arrest sex offenders who reside in Suffolk County and who are non-compliant with federal registration and notification laws; and

WHEREAS, the operational period of the program is from July 1, 2016 through November 1, 2016; and

WHEREAS, said funds have not been included in the 2016 Suffolk County Operating Budget; now, therefore, be it

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

<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>POL</td>
<td>3639</td>
<td>4361</td>
<td>15,678</td>
</tr>
</tbody>
</table>

**Operation Safe Summer 2016**

ORGANIZATIONS:

Police Department (POL)  
Operation Safe Summer 2016  
001-POL-3639 - $15,678

1000-PERSONAL SERVICES: $15,678

<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>001</td>
<td>POL</td>
<td>DEG</td>
<td>3639</td>
<td>1120</td>
<td>0000</td>
<td>Overtime</td>
<td>15,678</td>
</tr>
</tbody>
</table>

and be it further

2nd RESOLVED, that the non-reimbursable fringe benefits of approximately $4,069 associated with the overtime salaries for this program are included in the 2016 Suffolk County Operating Budget; and be it further
3rd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk county Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notice of determination of non-applicability or non-significance in accordance with this resolution; and be it further

4th RESOLVED, that the County Executive be and hereby is authorized to execute reimbursement-related agreements between Suffolk County and the U.S. Department of Justice, U.S. Marshals Service.

DATED:

APPROVED BY:

________________________________________
County Executive of Suffolk County

Date of Approval:
2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting & appropriating an award of federal funding in the amount of $15,678 from the United States Department Of Justice, U.S. Marshals Service, for the Suffolk County Police Department's participation in Operation Safe Summer 2016 with 79.39% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept a grant award of $15,678 to support the participation of the Suffolk County Police Department in an initiative designed to locate sex offenders who may be in violation of the Adam Walsh Act and/or the Sex Offender Registration and Notification Act (SORNA).

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept funding in the amount of $15,678 from the U.S. Department of Justice, U.S. Marshals Service for a joint project to locate sex offenders who may be in violation of federal sex offender registration and notification laws.

JUSTIFICATION: The Suffolk County Police Department's Special Victims Section is tasked with the responsibility of enforcing sex offender registration and notification regulations. Accepting this funding and participating in a joint operation with the U.S. Marshals Service will enhance the Section's ability to locate and arrest offenders who are non-compliant with federal notification and registration requirements.

FISCAL IMPLICATIONS:

Approximately $4,069 in non-reimbursable fringe benefits on overtime will be incurred through November 1, 2016.
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation  
Resolution **XX**  
Local Law  
Charter Law  

2. Title of Proposed Legislation  
ACCEPTING & APPROPRIATING AN AWARD OF FEDERAL FUNDING IN THE AMOUNT OF $15,678 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, U.S. MARSHALS SERVICE, FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S PARTICIPATION IN OPERATION SAFE SUMMER 2016 WITH 79.39% SUPPORT.

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

The resolution provides $15,678 for participation in the U.S. Marshals sponsored Operation Safe Summer 2016 and will incur approximately $4,069 in fringe benefits costs on overtime through 11/1/16.

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

The funds provided by this grant must be expended between July 1, 2016 and November 1, 2016.

8. Proposed Source of Funding

Non-reimbursable fringe benefits of approximately $4,069 associated with the overtime salaries funded by this allocation are included in the 2016 Suffolk County Operating Budget.

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer  
Susan C. Krause  
Grants Analyst

11. Signature of Preparer

12. Date  
8-8-16

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

<table>
<thead>
<tr>
<th>2015 Property Tax Levy</th>
<th>Estimated 2016* Cost to Avg Taxpayer</th>
<th>2015 AV Tax Rate Per $100</th>
<th>2015 FEV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Police District and District Court

<table>
<thead>
<tr>
<th>2015 Property Tax Levy</th>
<th>Estimated 2016* Cost to Avg Taxpayer</th>
<th>2015 AV Tax Rate Per $100</th>
<th>2015 FEV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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</tbody>
</table>

### Combined

<table>
<thead>
<tr>
<th>2015 Property Tax Levy</th>
<th>Estimated 2016* Cost to Avg Taxpayer</th>
<th>2015 AV Tax Rate Per $100</th>
<th>2015 FEV 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>

*The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 property tax levy and is provided for informational purposes only.*

**NOTES:**


3) SOURCE FOR EQUALIZATION RATES: 2014 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
COORDINATION OF GRANT APPLICATION OR CONTRACT
County of Suffolk

DATE 8/8/2016

Submitting Department/Agency
Suffolk County Police Department

Location
30 Yaphank Avenue, Yaphank, NY 11980

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

Telephone Number
852-6601

Grant Application Due Date
N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter “NA”. If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 ½” X 11” sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title: Operation Safe Summer 2016

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) The Controlled Substances Act, 21 U.S.C 881(e); Civil Asset Forfeiture Reform Act (CAFRA), 18 U.S.C 981(e), U. S. Department of Justice, Administered by the U.S. Marshals Service.

3. Grant/Contract Status (Check One Box)
A. ___X__ New Program Application
B. ___ Renewal Application
C. ___ Supplemental (Specify)
D. ___ Extension of Funding Period
E. ___ Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
The primary mission of the operation is to identify, investigate, locate, and, if necessary, arrest offenders who are in violation of the Sex Offender Registration and Notification Act (SORNA) and the Adam Walsh Act.

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

II. BUDGET INFORMATION

1. Term of Contract
From: 7/1/16 To: 11/1/16

2. Financial Assistance Requested

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>FIRST FUNDING CYCLE</th>
<th>SECOND FUNDING CYCLE</th>
<th>THIRD FUNDING CYCLE</th>
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<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
</tr>
<tr>
<td>Federal</td>
<td>$15,678</td>
<td>79.39%</td>
<td>$</td>
</tr>
<tr>
<td>State</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Private</td>
<td>$</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>County</td>
<td>$4,069</td>
<td>20.61%</td>
<td>$</td>
</tr>
<tr>
<td>Total</td>
<td>$19,747</td>
<td>100%</td>
<td>$</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>$4,069</td>
<td>$</td>
<td>$4,069</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td>$4,069</td>
<td>$</td>
<td>$4,069</td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$</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).

   N/A

### III. COUNTY EXECUTIVE’S OFFICE REVIEW

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

4. Comments

5. Budget Office Review:             | Approved | 6. Signature of Budget Director | 7. Date |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Disapproved</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8. Comments

SCIN FORM 164
PARTIES AND AUTHORITY:
This Memorandum of Understanding (MOU) is entered into by the participating agency and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B) and 42 U.S.C. § 16941(a). Under those statutes, the USMS is authorized to assist state and local jurisdictions in executing arrest warrants for certain violent state felons and in locating and apprehending sex offenders who are non-compliant with the requirement that they register as a sex offender. This MOU is for use in temporary, short-term, joint operations with state/local agencies not a part of standing USMS regional and/or district task forces and in geographic areas not routinely served by standing USMS regional and/or district task forces.

MISSION:
The primary mission of the operation is to investigate and/or arrest, as part of temporary, short-term joint law enforcement operations, persons who have active state arrest warrants adopted by the USMS and/or federal warrants for their arrest and/or who are in potential violation of the Adam Walsh Act. The intent of this joint effort is to investigate and/or arrest local, state, and federal fugitives, to improve public safety, reduce violent crime, and reduce the number of fugitive non-compliant sex offenders.

PERIOD OF PERFORMANCE/EFFECTIVE DATE TERMINATION:
Once signed, this MOU will become effective upon the commencement of the operation and terminate upon the operation’s conclusion.

PERSONNEL:
Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the supervision/conduct of its personnel in this joint endeavor.

REIMBURSEMENT:
If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide support to USMS joint law enforcement operations; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the joint operation during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost. The request for reimbursement must be submitted to the District Chief Deputy, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests.
for reimbursement for equipment, supplies, training, fuel, and vehicle leases. **Reimbursable Funds** for all USMS approved expenditures are capped at no more than **$15,778.00**

**USE OF FORCE:**
All members of the participating agency shall comply with their agencies' guidelines concerning the use of firearms and deadly force. All members of the participating agency shall comply with United States Justice Department guidelines concerning the use of less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the District Chief Deputy and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

**NEWS MEDIA:**
Media inquiries will be referred to the District Chief Deputy. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies’ representatives. All press releases will exclusively make reference to the task force.

**RELEASE OF LIABILITY:**
Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

---

**Operation Safe - Summit**

Operation Name

---

Participating Agency Name

---

Participating Agency Representative

---

Date

United States Marshal

---

Eastern New York

Participating USMS District

---

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

FROM: Robert G. Cassagne, Chief of Support Services  
Suffolk County Police Department

DATE: August 10, 2016

SUBJECT: Resolution Packet & SCIN Forms for  
U.S. Marshals Service sponsored Operation Safe Summer 2016

Attached please find the following for Operation Safe Summer 2016:

1. Draft Resolution
2. Memorandum of Support
3. SCIN Forms
4. Request for Introduction of Legislation
5. Financial Impact Statement
6. Copy of the Short Term Joint Operation – Memorandum of Understanding

The purpose of this Resolution is to accept $15,678 in supplemental funding from the U.S. Marshals Service for an initiative to identify, locate, investigate, and arrest offenders who are non-compliant with the Adam Walsh Act and the Sex Offender Registration and Notification Act (SORNA) both federal laws.

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

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you as always for your assistance with this project.

RGC/sck

ACCREDITED LAW ENFORCEMENT AGENCY  
Visit Us Online at www.suffolkpdp.org  
Crime Stoppers Confidential Tip Hotline 1-800-220-TIPS  
Non-Emergencies Requiring Police Response, Dial (631) 852-COPS  
30 Yaphank Avenue, Yaphank, New York 11980 – (631) 852-6000
RESOLUTION NO. -2016, ACCEPTING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $424,975 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION, FOR A DEDICATED COMMERCIAL MOTOR VEHICLE SAFETY ENFORCEMENT PROJECT WITH 80% SUPPORT

WHEREAS, the United States Department of Transportation has made available $424,975 in Federal funding from the Federal Motor Carrier Safety Administration for the Suffolk County Police Department to conduct Commercial Motor Vehicle Safety Checkpoints and Highway Safety Patrols; and

WHEREAS, the contract period for the program will be from June 1, 2016 through September 30, 2017; and

WHEREAS, matching funds totaling $106,244 in salaries and fringes for the program are included in the 2016 Suffolk County Operating Budget and in the 2017 Suffolk County Operating Budget request; and

WHEREAS, said grant funds totaling $424,975 have not been included in the 2016 Suffolk County Operating Budget; and

WHEREAS, said grant funds include funding for a low profile crew cab vehicle to be used by the SCPD Motor Carrier Safety Section for aggressive and distracted driving enforcement; and

WHEREAS, Chapter 255 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval for the acquisition of such vehicle, via lease or purchase, has been granted via duly enacted Resolution of the Suffolk County Legislature; and be it further

1st RESOLVED, that the Suffolk County Legislature hereby authorizes the fleet of the Suffolk County Police Department be temporarily increased by one (1) low profile crew cab vehicle, hereby approved pursuant to Chapter 255-2 (b) (6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the county vehicle standard, for use by the Motor Carrier Safety Section of the Suffolk County Police Department; and be it further

2nd RESOLVED, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said grant funds totaling $424,975 as follows:

MCSAP High Priority 2016 - $424,975

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
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<tr>
<td>115</td>
<td>POL</td>
<td>3771</td>
<td>4350</td>
<td>424,975</td>
</tr>
</tbody>
</table>

REVENUE:
ORGANIZATIONS:

Police Department (POL)
MCSAP High Priority 2016
115-POL-3771-$424,975

1000-PERSONAL SERVICES: $261,987

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object Activity</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>115</td>
<td>POL</td>
<td>DEG</td>
<td>3771</td>
<td>1120 0000</td>
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<td>Overtime Salaries</td>
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2000 EQUIPMENT: $71,000

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<th>Description</th>
<th>Amount</th>
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<td>115</td>
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<td>Other Equipment Not Otherwise</td>
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4300-Travel: $22,954

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<tbody>
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<td>0000</td>
<td>Employee Contracts</td>
<td>442</td>
</tr>
<tr>
<td>115</td>
<td>POL</td>
<td>DEG</td>
<td>3771</td>
<td>4340</td>
<td>0000</td>
<td>Other</td>
<td>19,296</td>
</tr>
</tbody>
</table>
8000-Employee Benefits: $65,235

<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>115</td>
<td>EMP</td>
<td>ME</td>
<td>9010</td>
<td>8280</td>
<td>0000</td>
<td>Employee Retirement System</td>
<td>65,235</td>
</tr>
</tbody>
</table>

8000-Employee Benefits: $3,799

<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>115</td>
<td>EMP</td>
<td>DE</td>
<td>9030</td>
<td>8330</td>
<td>0000</td>
<td>Social Security</td>
<td>3,799</td>
</tr>
</tbody>
</table>

now, therefore be it

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

4th RESOLVED, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the United States Department of Transportation.

DATED:

APPROVED BY:

___________________________________________
County Executive of Suffolk County

Date:
Title Of Bill: Accepting and appropriating grant funds in the amount of $424,975 from the United States Department of Transportation, Federal Motor Carrier Safety Administration, for a dedicated commercial motor vehicle safety enforcement project with 80% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept a grant award of $424,975 to enhance Suffolk County's commercial motor vehicle safety enforcement efforts with additional safety inspection checkpoints and aggressive driving safety patrols with 80% support.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept funding in the amount of $424,975 from the Federal Department of Transportation which will be used to support enforcement specific to commercial motor vehicles including buses, as well as aggressive driving enforcement and teen driver education with 80% support.

JUSTIFICATION: New York State is among the top 10 States with the highest commercial motor vehicle (CMV) fatalities. Suffolk County is the second largest county in New York State and is regularly listed in the top three out of the 62 N.Y. counties for crashes involving large trucks and buses. Suffolk County leads all other N.Y. counties in commercial motor vehicle registrations, including both trucks and buses. Suffolk County is also the leading county in total vehicles registered in New York State which adds to the congestion on the roadways. 90% of the goods delivered to Long Island arrive by truck. In addition, a significant number of coach buses operate between the East End and NYC and tour buses bring customers to two outlet centers and East End wineries. This funding will provide the SCPD with the resources to enforce traffic and safety regulations related to CMVs and provide educational presentations to young drivers relative to driving with CMVs.

FISCAL IMPLICATIONS: None, the grant is fully funded other than the required 20% match, however the match will be met by straight time salaries that are included in the 2016 Suffolk County Operating Budget and the 2017 Suffolk County Operating Budget request.
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law Charter Law

2. Title Of Proposed Legislation

ACCEPTING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF $424,975 FROM THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION, FOR A DEDICATED COMMERCIAL MOTOR VEHICLE SAFETY ENFORCEMENT PROJECT 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)

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 grant program requires a 20% match. The match will be met by already budgeted salaries on straight and fringe benefits on straight time.

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 June 1, 2016 and September 30, 2017.

8. Proposed Source of Funding

$106,244 in straight time and fringe benefits has been included in the 2016 Suffolk County Operating Budget and in the 2017 Suffolk County Operating Budget request.

9. Timing of Impact

Immediate

10. Typed Name & Title of Preparer Susan C. Krause, Grants Analyst

11. Signature of Preparer

12. Date

August 12, 2016

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

<table>
<thead>
<tr>
<th>2015 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2016* COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2015 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th>2015 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2016* COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2015 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### COMBINED

<table>
<thead>
<tr>
<th>2015 PROPERTY TAX LEVY</th>
<th>ESTIMATED 2016* COST TO AVG TAXPAYER</th>
<th>2015 AV TAX RATE PER $100</th>
<th>2015 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

* The Estimated 2016 Cost to Average Taxpayer is based upon the 2015 property tax levy and is provided for informational purposes only.

**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2014 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
I. BACKGROUND INFORMATION

1. Grant Title: **Motor Carrier Safety Assistance Program (MCSAP) High Priority 2016**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Moving Ahead for Progress in the 21st Century, , Public Law 112-141 §§326039 (a),32603(d), extended by Public Law 114-21, administered by the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA).

3. Grant/Contract Status (Check One Box)
   A. ___ New Program Application
   B. ___ Renewal Application
   C. ___ Supplemental (Specify) __________
   D. ___ Extension of Funding Period
   E. ___ Contract

General Purpose of Grant/Contract (Describe briefly). Funding will support enhanced Commercial Motor Vehicle safety enforcement, additional safety checkpoints, a low profile crew cab pick-up, and specialized inspection equipment.

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

II. BUDGET INFORMATION

1. Term of Contract
   From 6/1/16 To: 9/30/17

2. Financial Assistance Requested

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>FOURTH FUNDING CYCLE</th>
<th>FIFTH FUNDING CYCLE</th>
<th>SIXTH FUNDING CYCLE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Amount</td>
<td>Percent</td>
<td>Amount</td>
</tr>
<tr>
<td>Federal</td>
<td>$311,654</td>
<td>80%</td>
<td>$384,177</td>
</tr>
<tr>
<td>State</td>
<td>$</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>Private</td>
<td>$</td>
<td>%</td>
<td>$</td>
</tr>
<tr>
<td>County</td>
<td>$77,914</td>
<td>20%</td>
<td>$96,044</td>
</tr>
<tr>
<td>Total</td>
<td>$389,568</td>
<td>100%</td>
<td>$480,221</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>$106,244</td>
<td>$106,244</td>
<td>$</td>
</tr>
<tr>
<td>A. Cash Contribution</td>
<td>$106,244</td>
<td>$106,244</td>
<td>$</td>
</tr>
<tr>
<td>B. In-Kind Contribution</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

4. Total Number of New Positions Requested 0

5. Can This Program Be Refunded by the Proposed Non-County Sources? 
   X    YES    NO

6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)

Some additional indirect costs resulting from administration of the grant contract will be incurred.

7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinued (That is, program termination, reduced services, financial implications, layoffs, etc.)?

In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Department.

8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½” X 11” sheet).

---

### III. COUNTY EXECUTIVE’S OFFICE REVIEW

1. Intergovernmental Relations Division Review: Approved

 mandatory

2. Signature of Coordinator

3. Date

4. Comments

5. Budget Office Review: Approved

6. Signature of Budget Director

7. Date

8. Comments

SCIN FORM 164
<table>
<thead>
<tr>
<th>Source of Funding by %</th>
<th>GRANTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Various</td>
</tr>
<tr>
<td>100</td>
<td>Various</td>
</tr>
<tr>
<td>100</td>
<td>Various</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>70.99/HR OT</td>
</tr>
<tr>
<td></td>
<td>106 48/HR OT</td>
</tr>
<tr>
<td></td>
<td>125 62/HR OT</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grade / Step</th>
<th>Title of Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Sergeant (Retired)</td>
</tr>
</tbody>
</table>

According to the context, these entries represent various funding sources and salary information for an employee, possibly in a governmental or institutional setting. The details indicate a salary spanning different pay rates, and the title of the position includes a reference to retirement, suggesting a senior role.
Grant Agreement

1. RECIPIENT NAME AND ADDRESS
   County of Suffolk
   30 Yaphank Ave
   Yaphank, NY 11980-9641

2. AGREEMENT NUMBER: FM-MHP-0272-16-01-00
3. AMENDMENT NO. 0

4. PROJECT PERFORMANCE PERIOD: FROM 06/01/2016 TO 09/30/2017

5. FEDERAL FUNDING PERIOD: FROM 06/01/2016 TO 09/30/2017

6. ACTION New

<table>
<thead>
<tr>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
</tr>
<tr>
<td>Non-Federal</td>
</tr>
<tr>
<td>TOTAL</td>
</tr>
</tbody>
</table>

7. CFDA#: 20.218

8. PROJECT TITLE
   Implementation of the FY 2016 High Priority Grant Plan - See Award Conditions

9. PREVIOUS AGREEMENTS
   0.00

10. THIS AGREEMENT
    424,975.00

11. TOTAL AGREEMENT
    531,219.00

12. INCORPORATED ATTACHMENTS
    THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:
    FMCSA Financial Assistance Agreement General Provisions and Assurances, Recipient project plan and budget incorporated by reference unless/except as noted below.

13. STATUTORY AUTHORITY FOR GRANT/COOPERATIVE AGREEMENT
    49 U.S.C. §§ 31104(a) and (j)(2), as amended by the FAST Act, Pub. L. No. 114-94, §§ 5105(a) and (c) (2015).

14. REMARKS
    SEE ENCLOSED AWARD CONDITIONS

---

GRANTEE ACCEPTANCE

15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

AGENCY APPROVAL

17. NAME AND TITLE OF AUTHORIZED FMCSA OFFICIAL

16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL

16A. DATE

18. SIGNATURE OF AUTHORIZED FMCSA OFFICIAL

18A. DATE

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41000

20. ORGANIZATION CODE: M60000000

21. ACCOUNTING CLASSIFICATION CODES

<table>
<thead>
<tr>
<th>DOCUMENT NUMBER</th>
<th>FUND</th>
<th>BY</th>
<th>AMOUNT</th>
</tr>
</thead>
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<tr>
<td>FM-MHP-0272-16-01-00</td>
<td>17X05716MH</td>
<td>2016 0905710MHP</td>
<td>424,975.00</td>
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</table>
### Section B - Budget Categories

#### 6. Object Class Categories

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<thead>
<tr>
<th>Item</th>
<th>(1)</th>
<th>(2)</th>
<th>(3)</th>
<th>(4)</th>
<th>Total (5)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$336,164.00</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$336,164.00</td>
</tr>
<tr>
<td>a. Personnel</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$336,164.00</td>
</tr>
<tr>
<td>b. Fringe Benefits</td>
<td>161,101.00</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>161,101.00</td>
</tr>
<tr>
<td>c. Travel</td>
<td>$22,956.00</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>22,956.00</td>
</tr>
<tr>
<td>d. Equipment</td>
<td>$69,000.00</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>69,000.00</td>
</tr>
<tr>
<td>e. Supplies</td>
<td>$2,000.00</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>2,000.00</td>
</tr>
<tr>
<td>f. Contractual</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>g. Construction</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>h. Other</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>i. Total Direct Charges (sum of 6a-6h)</td>
<td>$531,219.00</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>531,219.00</td>
</tr>
<tr>
<td>j. Indirect Charges</td>
<td>$0.00</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
</tr>
<tr>
<td>k. TOTALS (sum of 6i and 6j)</td>
<td>$531,219.00</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>531,219.00</td>
</tr>
<tr>
<td>7. Program Income</td>
<td>$0.00</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$0.00</td>
</tr>
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</table>
## SECTION A - BUDGET SUMMARY

<table>
<thead>
<tr>
<th>Grant Program Function or Activity</th>
<th>Catalog of Federal Domestic Assistance Number</th>
<th>Estimated Unobligated Funds</th>
<th>New or Revised Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Federal (c)</td>
<td>Non-Federal (d)</td>
</tr>
<tr>
<td>1. <strong>2012 NICAP High Priority</strong></td>
<td>36.238</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. <strong>Totals</strong></td>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Standard Form 424A (Rev. 7-97)
Prescribed by OMB (Circular A-102) Page 1
**Federal Financial Report Cycle**

<table>
<thead>
<tr>
<th>Reporting Period Start Date</th>
<th>Reporting Period End Date</th>
<th>Reporting Type</th>
<th>Reporting Period Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>06/01/2016</td>
<td>06/30/2016</td>
<td>Quarterly</td>
<td>07/30/2016</td>
</tr>
<tr>
<td>07/01/2016</td>
<td>09/30/2016</td>
<td>Quarterly</td>
<td>10/30/2016</td>
</tr>
<tr>
<td>10/01/2016</td>
<td>12/31/2016</td>
<td>Quarterly</td>
<td>01/30/2017</td>
</tr>
<tr>
<td>01/01/2017</td>
<td>03/31/2017</td>
<td>Quarterly</td>
<td>04/30/2017</td>
</tr>
<tr>
<td>04/01/2017</td>
<td>06/30/2017</td>
<td>Quarterly</td>
<td>07/30/2017</td>
</tr>
<tr>
<td>07/01/2017</td>
<td>09/30/2017</td>
<td>Final</td>
<td>12/29/2017</td>
</tr>
</tbody>
</table>

**AWARD CONDITIONS**

1. This Notice of Grant Award (NGA) is to award the Recipient with the total award amount authorized in Block 11 to implement the FY 2016 High Priority Plan.

   The purpose of this grant award is to assist the Suffolk County Police Department to conduct nine (9) objectives with the overall goal of reducing the number of CMV crashes involving injuries and fatalities by 6% the associated activities include approximately 2,100 inspections, 9,000 traffic enforcement contacts and 2,350 officer-hours of high visibility traffic enforcement activities.

   The FMCSA approves the total project plan, line item budget and budget narrative as requested in the original application. The FY 2016 total award amount is $531,219 (Federal award amount is $424,975 the required State match is $106,244).

   If the recipient is requesting indirect costs, the recipient may not request these costs for reimbursement until it has submitted a valid indirect cost rate agreement to the FMCSA Division Office.
1. FY 2016 FMCSA Financial Assistance Agreement General Provisions and Assurances
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
FINANCIAL ASSISTANCE AGREEMENT GENERAL PROVISIONS AND ASSURANCES
January 2016

Section 1. Grant Authority


b. Lapse in Appropriations and/or Authorization.

Except in limited circumstances, the absence of FMCSA appropriations and/or authorization prevents the continuation of Federal supervision and support to the performance of a grant. In the absence of such supervision or support, the Recipient may only continue to proceed with its work if (1) the performance of such grant is not incurring obligations from the lapsed appropriations; (2) if continued grant management supervision or support is not critical to the recipient’s continued performance of the work; (3) and FMCSA has approved the continuation of such work. FMCSA will make such determinations in accordance with the Executive Office of the President, Office of Management and Budget, Memorandum “Planning for Agency Operations During a Lapse in Government Funding”(April 7, 2011), and any amendments or updated guidance thereto.

Section 2. Effective Date.

Recipient acknowledges that Federal funds are obligated on the effective date of the Grant Agreement. The effective date is the date that the Grant Agreement contains the authorized signatures of both parties to this agreement. Where the dates accompanying the signatures differ from party to party, the effective date of the Grant Agreement shall be the most recent of these dates.

Section 3. Electronic Signatures.

The Recipient understands that electronic signatures are binding. An electronic signature to the Grant Agreement commits the Recipient to these Provisions and Assurances, as well as all requirements denoted in Section 4.
Section 4. General Requirements.

a. Obligation of Recipient to Comply.

The Recipient understands that by signing the Grant Agreement, the Recipient is agreeing to carry out the approved project plan and the approved budget and to comply with all applicable Federal laws and requirements imposed by the FMCSA concerning special requirements of law, program requirements, and other administrative requirements. This includes, but is not limited to: (1) 49 U.S.C. Chapter 311 (2012), as applicable and denoted in the Notice of Grant Agreement; (2) SAFETEA-LU, Pub. L. No.109–59, §§ 4101-4134, 119 Stat. 1144, 1715-1745 (2005), as amended by, the FAST Act, Pub. L. No. 114-94, §5105 (2015), as applicable and denoted in the Notice of Grant Agreement; (3) U.S. Department of Transportation (DOT) regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and the Federal Grant and Cooperative Agreement Act of 1977; and (5) 49 U.S.C. Chapter 313 (2016), as applicable and denoted in the Notice of Grant Agreement.


i. Federal Laws and Regulations.

The Recipient understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Recipient agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Recipient agrees to include in all subrecipient agreements and third party contracts financed with FMCSA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

ii. State or Territorial Law and Local Law.

Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Recipient to violate any applicable State or territorial law, the Recipient agrees to notify the
FMCSA immediately in writing in order that FMCSA and the Recipient may make appropriate arrangements to proceed with the Project as soon as possible.

c. Subrecipients

State Recipients shall follow State law and procedures when awarding and administering subawards to local and Indian tribal governments in accordance with 2 CFR § 200.317. All other non-federal entities, including subrecipients of a state, will follow 2 CFR §§ 200.318 General procurement standards through 200.326 Contract provisions. Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

d. Subawards

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

e. Pass-Through Entity

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program. All Pass-Through Entities must comply fully with 2 CFR §§ 200.330, 200.331, 200.332 and 200.505.

f. Prohibition Against Transferring An Award

The Recipient is prohibited from transferring or subrogating their rights and responsibilities of the grant program and funds associated with that grant to another entity. Subrogation is when a non-federal entity substitutes another entity, not awarded the subject grant by FMCSA, to a lawful claim, demand, or right, so that that entity succeeds to the rights of the other in relation to the debt or claim, and its rights, remedies, or fund access. The act of subawarding to a subrecipient is not considered as the subrogation of the recipient’s award.

Section 5. Internal Controls

The Recipient must:

a. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal
award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards;
c. Evaluate and monitor the non-Federal entity's compliance with statute, regulations and the terms and conditions of Federal awards;
d. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
e. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Section 6. Ethics.

a. Written Code of Ethics

The Recipient agrees to maintain a written code or standards of ethical conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors, subrecipients, or regulated entities. The Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by contractors or subrecipients or their agents.

b. Personal Conflict of Interest.

The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

i. The employee, officer, board member, or agent;
ii. Any member of his or her immediate family;
iii. His or her partner; or
iv. An organization that employs, is considering to employ, or is about to employ, any of the above.

c. Organizational Conflicts of Interest.

The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subaward, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or subrecipient or impair the contractor's subrecipient's objectivity in performing the contract work.


The Recipient agrees to comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limit the political activities of state or local employees whose principal employment is in connection with programs financed in whole or in part by loans or grants made by the United States or a Federal agency. The Hatch Act specifically exempts employees of educational institutions, and the Hatch is not applicable to private, nonprofit organizations unless the statutes through which the nonprofit organizations derive their federal funding contain a provision stating that the recipient organizations are deemed to be state or local government agencies for purposes of the Hatch Act. On December 19, 2012, Congress passed the Hatch Act Modernization Act of 2012 (the Act). The Act became effective on January 27, 2013. Now, only state, D.C., or local government employees whose salaries are paid for entirely by federal funds are prohibited from running for partisan office. All other state, D.C., and local employees, even if they are otherwise covered by Hatch Act restrictions are free under the Hatch Act to run for partisan office.

Section 8. Limitation on Use of Federal Funds for Lobbying for Grants in Excess of $100,000.

By signing this agreement the Recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FMCSA, signing this agreement constitutes a declaration that no funds, including funds not federally appropriated, were used or agreed to be used to influence this grant. Recipients of subawards in excess of $100,000 must make the same declarations to the Recipient. With respect to the payment of funds not federally appropriated by the recipient and subrecipients, the Recipient must report to the FMCSA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.
Section 9. Contracting.

a. Federal Standards.

The Recipient and Subrecipients agree to comply with the Procurement Standards requirements set forth at 2 CFR §§ 200.317 through 200.326 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FMCSA directives or regulations. If determined necessary for proper Project administration, FMCSA reserves the right to review the Recipient's technical specifications and requirements.

Section 10. Notification Requirement.

a. With respect to any procurement for goods and services (including construction services) having an aggregate value of $500,000 or more, the Recipient agrees to:

i. Specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and

ii. Express the said amount as a percentage of the total costs of the planned acquisition.

Section 11. Debarment and Suspension.

The Recipient agrees to obtain certifications on debarment and suspension from its third party contractors and subrecipients and otherwise comply with U.S. DOT regulations, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32. This action of certification shall take place for each federal year, regardless of prior certification completed for a subrecipient or contractor.

Section 12. Notification of Third Party Contract or Subaward Disputes or Breaches.

The Recipient agrees to notify FMCSA of any current or prospective major dispute, breach, or litigation pertaining to any third party contract or subaward. If the Recipient seeks to name FMCSA as a party to litigation for any reason, the Recipient agrees first to inform FMCSA before doing so. This provision applies to any type of litigation whatsoever, in any forum.

Section 13. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

FMCSA encourages the Recipient to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. Part 26) in carrying out the Project.

Section 14. Records Retention.

During the course of the Project and for three years after the final voucher is submitted, the Recipient agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FMCSA may require. Reporting and record-keeping requirements are set forth in 2 C.F.R. § 200.333.


The Recipient, and related subrecipients, will give FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award and will establish a proper accounting system in accordance with generally accepted accounting standards. Access requirements to records are set forth in 2 CFR § 200.336.

Section 15. Audit and Inspection.


Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3 § 1 et seq., an audit of the award may be conducted at any time.


The Recipient agrees to undergo the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR § 200.501.

c. Audit Requirements.

A Recipient that is: (a) a State, local government or Indian tribal government, an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 2 CFR § 200.501, and any revision or supplement thereto; (e) a private for-profit organization agrees to comply with the audit requirements of 2 CFR § 200.501(h).

It is imperative that Recipients submit required Single Audits within the time limits specified in the Circular. The Recipient agrees to submit the data collection form and copies of the reporting package required under the Single Audit Act Amendments of 1996 and 2 CFR § 200.501 to the Federal Audit Clearinghouse Bureau of the Census, 1201 East 10th Street Jefferson, IN 47132.

The Recipient agrees to obtain any other audits required by FMCSA. Project closeout will not alter the Recipient's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by 2 CFR § 200.501.
The Recipient agrees to permit FMCSA, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project. The Recipient agrees to require each subrecipient to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that subaward, and to audit the books, records, and accounts involving that subaward as it affects the Project.


The Recipient understands that the Federal government shall pursue administrative, civil, or criminal action under a variety of statutes relating to fraud and making false statement or claims.

The Recipient is required to contact the DOT, the Office of Inspector General (OIG), if the Recipient becomes aware of the existence (or apparent existence) of fraudulent activity, waste, or abuse.

The OIG has authority within the DOT to conduct criminal investigations. The DOT OIG maintains a post office box and a toll-free hotline for receiving information from individuals concerning fraud, waste, or abuse under DOT grants and cooperative agreements. The hotline is available 24 hours a day, 7 days a week. [http://www.oig.dot.gov/Hotline](http://www.oig.dot.gov/Hotline). The identity of the caller is kept confidential, and callers are not required to give their names.

Examples of fraud, waste, and abuse that should be reported include, but are not limited to, embezzlement, misuse, or misappropriation of grant funds or property, and false statements, whether by organizations or individuals. Other examples include, but not limited to, theft of grant funds for personal use; using funds for non-grant-related purposes; theft of federally owned property or property acquired or leased under a grant; charging inflated building rental fees for a building owned by the Recipient; submitting false financial reports; and submitting false financial data in bids submitted to the Recipient (for eventual payment under the grant).

Section 17. Budget and Finance.

The Recipient agrees to carry out Agreement activities and seek reimbursement in accordance with the Approved Project Budget after securing FMCSA written approval. The funding of items identified in the budget constitutes FMCSA’s authorization for the Recipient to incur these costs, if they are allowable, allocable, necessary, and reasonable. Furthermore, funds cannot be spent that violate any FMCSA policy or grants manual. Costs not specifically budgeted in this Agreement may be allowable provided that prior approval is not required and costs are incurred consistently with the applicable cost principles.

Prior Approval means written permission provided by an FMCSA authorized official in advance of an act that would result in either (1) the obligation or expenditure of funds or (2) the
performance or modification of an activity under the grant-supported project where such approval is required. Prior approval must be obtained in writing from the designated Grants Management Officer or FMCSA authorized official for the grant involved. Documentation of the approved budget on the Notice of Grant Award constitutes prior approval. Prior approval applies for the performance of activities and expenditure of funds as described in the grant application, unless otherwise restricted by the terms and conditions of the Agreement.

In accordance with 2 C.F.R. § 200.407 and § 200.308, the Recipient must obtain prior, written approval from FMCSA before making any revisions to the approved project budget and/or project plan: (1) extending the project period of the grant beyond the project period end date specified in the most recent revision of the Agreement; (2) that would require any transfer of funds between Standard Form (SF) 424A (direct-cost budget categories) cumulatively greater than ten percent of the total approved project budget; and (3) that require the addition of expenditures for items or services not approved in the original project plan. Examples may include the increase of equipment purchased or the subawarding, transferring or contracting out of any work under a Federal award. This may also include revisions to the indirect cost rate.

The Recipient agrees to submit a request for prior approval no less than 30 days prior to the expiration of the Agreement. The FMCSA will not process requests for prior approval received less than 30 days from the Agreement expiration date. Within 30 calendar days from the date of the Recipient’s request for prior approval, FMCSA will review the request and notify the Recipient whether the request has been approved. If the revision is still under consideration at the end of 30 calendar days, FMCSA will inform the Recipient in writing of the date when the Recipient may expect the decision.

The Recipient may, without prior approval from FMCSA, make any reasonable and necessary modification to the project budget provided that such deviations do not cumulatively exceed, or expect to exceed, ten percent of the total approved project amount and provided that such deviations only involve the transfer of funds between expenditure items, cost objectives or categories authorized by FMCSA in the currently approved budget. The Recipient agrees to notify FMCSA of this change.

The Recipient agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. § 200.302, as amended, whichever is applicable. Consistent with the provisions of 2 C.F.R. § 200.305, as amended, whichever is applicable, the Recipient agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from FMCSA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project Funds). The Recipient is encouraged to use financial institutions owned at least 50 percent by minority group members. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. All matches shall be supported by appropriate records. The Recipient also agrees to maintain accurate records of all Program Income derived from Project implementation. The Recipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in
part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

Section 18. Payments.

a. Request by the Recipient for Payment.

The Recipient's request for payment of the Federal share of allowable costs shall be made to FMCSA and will be acted upon by FMCSA as set forth in this section. Each payment made to the Recipient must comply with Department of the Treasury regulations, "Rules and Procedures for Funds Transfers," 31 C.F.R. Part 205. To receive a Federal assistance payment, the Recipient must:

i. Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. A Recipient required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:

1. To refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and

2. To refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FMCSA.

ii. Have submitted to FMCSA all financial and progress reports required to date under this Agreement;

iii. Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived; and

iv. Have expended any earned Program Income before requesting any federal funds for reimbursement.

b. Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees

i. Subject to the requirements in 2 CFR § 200.305, payments will be made after receipt of required FMCSA reporting forms and supporting documentation. Each payment request must be made electronically via the Delphi eInvoicing System.
ii. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

iii. Grant Recipient Requirements

1. Recipient must have internet access to register and submit payment requests through the Delphi eInvoicing system.

2. Recipient must submit payment requests electronically and FMCSA must process payment requests electronically.

iv. System User Requirements

1. Recipients should contact FMCSA to request access to the system. The FMCSA will provide the Recipient's name and email address to the DOT Financial Management Office. The DOT will then notify the Recipient to register for the system through an electronic invitation. The Recipient must complete online training prior to DOT giving system access.

2. The DOT will send the Recipient an email with an electronic form to verify the Recipient’s identity. The Recipient must complete the form, and present it to a Notary Public for verification. The Recipient will return the notarized form to:

   DOT Enterprise Services Center  
   FAA Accounts Payable, AMZ-100  
   PO Box 25710  
   Oklahoma City, OK  73125

3. The DOT will validate the form and email a user ID and password to the recipient. The recipient should contact the FMCSA grants management office with changes to their system information.

4. Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website: (http://www.dot.gov/cfo/delphi-einvoicing-system.html)

v. Waivers

1. DOT Financial Management officials may, in highly limited circumstances and on a case by case basis, waive the requirement to register and use the electronic grant payment system. Waiver request forms can be obtained on the DOT eInvoicing website (http://www.dot.gov/cfo/delphi-einvoicing-system.html) or by contacting FMCSA. Recipients must explain why they are unable to use or access the internet to register and enter payment requests.
c. Reimbursement Payment by FMCSA.
   i. If the reimbursement method is used, the Recipient agrees to:
      1. Complete and submit Standard Form 3881, "Payment Information Form - ACH Payment Vendor Payment System," to FAA-ESC; and
      2. Complete and submit, on at least a quarterly basis, Standard Form 270, "Request for Advance or Reimbursement," to FMCSA.
      3. Possess and maintain a current DUNs number and entity registration with the System for Award Management (www.sam.gov).
   ii. Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FMCSA will authorize payment by direct deposit provided the Recipient: (i) is complying with its obligations under this Agreement, (ii) has satisfied FMCSA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FMCSA may reimburse allowable costs incurred by the Recipient up to the maximum amount of FMCSA’s share of the total Project funding. FMCSA will employ a payment term of 20 days. The clock will start running for payment on receipt of the invoice by FMCSA’s financial processor.

d. Other Payment Information.
   The Recipient agrees to adhere to and impose on its subrecipients all applicable foregoing "Payment by FMCSA" requirements of this Agreement. If the Recipient fails to adhere to the foregoing "Payment by FMCSA" requirements of this Agreement, FMCSA may revoke the portion of the Recipient’s funds that has not been expended.

e. Effect of Program Income, Refunds, and Audit Recoveries on Payment.
   In accordance with 2 CFR § 200.305(b)(5) State, local government, Nonprofit organizations and Indian tribunal Recipients and subrecipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash reimbursements.

f. Allowable Costs.
   The Recipient’s expenditures will be reimbursed only if they meet all requirements set forth below:
      1. Conform with the Project description and the approved Project Budget and all other terms of this Agreement;
2. Be necessary in order to accomplish the Project;

3. Be reasonable for the goods or services purchased;

4. Be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred);

5. Be incurred (and be for work performed) after the Federal Funding Period start date of this Agreement, unless specific prior authorization from FMCSA to the contrary is received in writing (pre-award costs);

6. Unless permitted otherwise by Federal statute or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:

   a. For Recipients that are governmental organizations, institutions of higher education, private non-profit organizations, the cost principles of 2 C.F.R. § 200 – Subpart E; and

   b. For Recipients that are for-profit organizations, the standards of the Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" apply.

7. Be satisfactorily documented; and

8. Be treated uniformly and consistently as non-federal funds under accounting principles and procedures approved and prescribed by FMCSA for the Recipient, and those approved or prescribed by the Recipient for its subrecipients and contractors.

g. Indirect Costs.

Indirect costs will not be reimbursed without documentation of an approved indirect cost rate from the recipient's cognizant agency; however, a Recipient or Subrecipient that has never had a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely, without documentation. As described in 2 CFR § 200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time. Except as provided above, if a recipient intends to request reimbursement of indirect costs, the Recipient must submit the proper documentation before vouchers are submitted for reimbursement. The recipient must indicate in its budget that it will be seeking indirect costs, and a placeholder indirect cost rate will suffice until a final rate can be determined.
The Recipient must obtain prior approval through formal amendment in order to recover indirect costs at a negotiated indirect cost rate higher than the placeholder indirect cost rate if the cumulative amount of such transfer exceeds or is expected to exceed 10 percent of the total approved budget.

The recipient may not request additional grant funds to recover indirect costs that it cannot recover by shifting direct costs to indirect costs. After this Grant Agreement has been signed, any request for changes to the indirect cost rate requires an amendment and must be approved by formal amendment if the change to the indirect cost rate is a new rate or would cause the cumulative amount of a budget transfer to exceed 10 percent of the total approved budget.

The cognizant agency may allow for a one-time extension of the current indirect cost rate of a recipient without further negotiation of a federally approved negotiated indirect cost rate for up to four years. If the cognizant agency permits any one-time extension, the recipient is locked in with that indirect cost rate until the end of the approved extension.

h. Pre-Award Costs.

A Recipient may be reimbursed for obligations incurred before the effective date of the award if:

i. The Recipient receives prior written approval from the FMCSA before the effective date of the grant agreement;

ii. The costs are necessary to conduct the project; and

iii. The costs would be allowable under the grant, if awarded.

If a specific expenditure would otherwise require prior approval before making the expenditure (i.e. pursuant to 2 C.F.R. §200.407), then the Recipient must obtain FMCSA written approval before incurring the cost.

Recipient understands that the incurrence of pre-award costs in anticipation of an award is taken at the Recipient’s risk and imposes no obligation on FMCSA to make the award or to increase the amount of the approved budget if (1) there is no award subsequently made; (2) an award is made for less than anticipated and is inadequate to cover the pre-award costs incurred; or (3) there are inadequate appropriations.

i. Disallowed Costs.

In determining the amount of Federal assistance FMCSA will provide, FMCSA will exclude:

i. Any Project costs incurred by the Recipient before the effective date of this Agreement, or amendment or modification thereof, whichever is later, unless
otherwise permitted by Federal law or regulation, or unless an authorized representative of FMCSA states in writing to the contrary;

ii. Any costs incurred by the Recipient that are not included in the latest approved Project Budget; and

iii. Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FMCSA.

The Recipient agrees that reimbursement of any cost under the "Payment by FMCSA," part of this Agreement does not constitute a final FMCSA decision about the allowability of that cost and does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient understands that FMCSA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FMCSA determines that the Recipient is not entitled to receive any part of the Federal funds requested, FMCSA will notify the Recipient stating the reasons thereof. Project closeout will not alter the Recipient's obligation to return any funds due to FMCSA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FMCSA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FMCSA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

Section 19. Program Income

Recipient agrees to comply with the regulations relating to program income, located at 2 CFR 200.307 for State, local government, Indian tribunal recipients, and non-profit organizations and their subrecipients.

Program income means gross income earned by the recipient, subrecipient, or contractor under a grant that is directly generated by a grant supported activity or earned as a result of the award during the award period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Program income includes, but is not limited to, user charges or user fees, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them. Per 2 CFR 200.307 (c) Governmental revenues. Taxes, special
assessments, levies, fines, and other such revenues raised by a non-Federal entity are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income.

Recipients agree to use the Program income in accordance with 2 CFR § 200.307 and 2 CFR §305 (b)(5) for State, local government, nonprofit organizations and Indian tribunal recipients and subrecipients.

Section 20. Reports.

a. Performance Progress Reports.

The Recipient will submit, at a minimum, quarterly performance progress reports and a final performance progress report at the completion of the award (within 90 days after) to the agency point of contact listed in the award document. Recipient must submit all performance progress report forms required by FMCSA. These reports will cover the period: January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31. The Recipient shall furnish one (1) copy of a quarterly performance progress report to the district office and respective Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each quarterly report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

i. An account of significant progress (findings, events, trends, etc.) made during the reporting period;

ii. A description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the grant within the time and fiscal constraints as set forth in this Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FMCSA, or a statement that no problems were encountered;

iii. An outline of work and activities planned for the next reporting period; and

iv. Provide status update/resolution for all outstanding findings from program reviews and/or audits.

b. Quarterly Financial Status Reports.

The Recipient shall furnish one (1) copy of a quarterly financial status report to the division, and one (1) copy to the respective Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Recipient shall use SF 425, Federal Financial Report, to report the status of funds for all non-construction projects or programs. The Recipient shall report outlays (federal and applicable non-federal match/cost sharing and program income, if any, on an accrual basis. However, if the Recipient's accounting records are not normally kept on an accrual basis, the Recipient shall not be required to convert its accounting system, but shall develop such accrual information through an analysis of the documentation on hand.

The Recipient shall certify to the expenditure of its proposed cost share for the period being reported, in the "Remarks" block.

The Recipient will comply with all Federal authorities relating to nondiscrimination. These include, but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), which prohibits discrimination on the basis of race, color, or national origin, as implemented by 49 C.F.R. § 21.1 et seq., and 49 C.F.R. § 303;
- Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of sex in education programs or activities, as implemented by 49 C.F.R. § 25.1 et seq.;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prohibits discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting Department of Transportation guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP);
- Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000e et seq., 78 stat. 252), which prohibits discrimination in employment on basis of race, color, sex, national origin, religion, or disability as implemented by 29 C.F.R. § 1601.1 et seq.

The Recipient also agrees to comply with the FMCSA Standard Title VI/Non-Discrimination Assurances (DOT Order No. 1050.2A).
Section 22. Executive Order on Equal Opportunity Related to Contracts.

a. The Recipient will comply with all Federal statutes and Executive Orders relating to Equal Employment Opportunity.

i. The Recipient agrees to incorporate in all contracts having a value of over $10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.

ii. The Recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over $10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

Section 23. Employment Policies.

The Recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, disability or age; and that it has an affirmative action plan (AAP) consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608. The applicant/recipient shall provide the AAP to FMCSA for inspection or copy upon request.

Section 24. Property.

In general, title to equipment and supplies acquired by a Recipient with DOT funds vests in the Recipient upon acquisition, subject to the property management requirements of 2 CFR Sections 200.302(b)(4); 200.307(d); 200.310; 200.313; 200.316; and 200.344(4).

A Recipient that is a State, local, or Indian tribal governments, institutions of higher education, and non-profits agrees to comply with the property management standards as defined in 2 CFR § 200.33 and detailed in §§ 200.312 and 200.313, including any amendments thereto, and with other applicable Federal regulations and directives. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FMCSA.

a. Use of Project Property.

The State Recipient agrees to use Project property for the purpose for which it was acquired under the period of performance of the Grant. State recipients acknowledge that the FMCSA may ensure that the purpose of the grant is being satisfied. State recipients acknowledge that FMCSA may request a copy of the State statute and procedures in determining whether a State is in compliance with its own State procedures, and to assist the FMCSA in determining the allocability, reasonableness, and allowability of costs.
The Non-State Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period, beginning on the effective date, and used to support public transportation activities) for the duration of the useful life of that property, as required by FMCSA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Non-State Recipient further agrees to notify FMCSA immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

b. Maintenance.

The State Recipient agrees to maintain Project property in accordance with State law and procedures.

The Non-State Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.

c. Records.

The State Recipient agrees to maintain property records in accordance with State law and procedures. The Non-State Recipient agrees to keep satisfactory property records pertaining to the use of Project property, and submit to FMCSA upon request such information as may be required with this agreement.

d. Incidental Use.

Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.

e. Encumbrance of Project Property.

The State Recipient agrees to maintain satisfactory continuing control of Project property in accordance with State law and procedures. The State Recipient understands that an encumbrance of project property may not interfere with the purpose for which the equipment was purchased.

The Non-State Recipient agrees to maintain satisfactory continuing control of Project property as follows:

i. Written Transactions.

The Non-State Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subaward, grant
anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

ii. Oral Transactions.

The Non-State Recipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

iii. Other Actions.

The Non-State Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.

iv. Purpose.

The Non-State Recipient agrees that no use under this section will interference with the purpose for which the equipment was purchased.

f. Transfer of Project Property.

The State Recipient agrees to transfer Project property in accordance with State law and procedures. The Non-State Recipient understands and agrees as follows:

i. Non-State Recipient Request.

The Non-State Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the FMCSA Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2). Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the period of performance will considered program income and will be managed, expended, and reported per 2 CFR § 200.307.

ii. Federal Government Direction.

The Non-State Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.
iii. Leasing Project Property to Another Party.

If the Non-State Recipient leases any Project property to another party, the Non-State Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Non-State Recipient and lessee, or another similar document. Upon request by FMCSA, the Non-State Recipient agrees to provide a copy of any relevant documents. Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the period of performance will considered program income and will be managed, expended, and reported per 2 CFR § 200.307.

g. Disposition of Project Property.

The State Recipient may use its own disposition procedures, provided that those procedures comply with the laws of that State.

The Non-State Recipient agrees to dispose of Project property as follows:

With prior FMCSA approval, the Non-State Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. §5334(h)(4). The Non-State Recipient also agrees that FMCSA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

i. Project Property with Expired Useful Life. When the useful life of Project property has expired, the Non-State Recipient agrees to comply with FMCSA's disposition requirements.

ii. Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:

1. Notification Requirement. The Non-State Recipient agrees to notify FMCSA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

2. Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Non-State Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Non-State Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:
A. Equipment and Supplies. The Non-State Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established or approved by FMCSA. Information on straight line depreciation may be found in the Internal Revenue Code. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.

B. Real Property. The Non-State Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. Part 24, or by straight line depreciation, whichever is greater.

3. Exceptional Circumstances. The Non-State Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Non-State Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Non-State Recipient with respect to the preservation of Project property withdrawn from appropriate use.

h. Financial Obligations to the Federal Government.

The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

i. Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or

ii. Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

i. Insurance Proceeds.

If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:
i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

ii. Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

j. **Transportation of Hazardous Materials.**

The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.

k. **Misused or Damaged Project Property.**

If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

l. **Responsibilities after Project Closeout.**

The Recipient agrees that Project closeout by FMCSA will not change the Recipient’s Project property management responsibilities as stated in these Grant Provisions and Assurances, and as may be set forth in subsequent Federal laws, regulations, and directives, except to the extent the Federal Government determines otherwise in writing.

**Section 25. Davis-Bacon Act Requirements.**

The Recipient agrees to comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. §3145 and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701 et seq.) regarding labor standards for federally-assisted construction sub-agreements.

**Section 26. Environmental Requirements.**

The Recipient agrees to comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended.
(P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

Section 27.  Government Rights (Unlimited).

FMCSA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA. The rights to any inventions made by a recipient under an FMCSA financial assistance award are determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200, et seq., except as otherwise provided by law.


If any invention, improvement, or discovery of the Recipient or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FMCSA immediately and provide a detailed report. The rights and responsibilities of the recipient, third party contractors and FMCSA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

If the Recipient secures a patent with respect to any invention, improvement, or discovery of the Recipient or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, the Recipient agrees to grant to FMCSA a royalty-free, non-exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

The Recipient agrees to include the requirements of the "Patent Rights" section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

b. Data Rights.

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration. The following restrictions apply to all subject data first produced in the performance of this Agreement:
i. Except for its own internal use, the Recipient may neither publish or reproduce such data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of FMCSA, until such time as FMCSA may have either released or approved the release of such data to the public.

ii. As authorized by 2 CFR § 200.315(b), FMCSA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

1. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

2. Any rights of copyright to which a Recipient, subrecipient, or a third party contractor purchases ownership with Federal assistance.

When FMCSA provides assistance to a Recipient for a Project involving planning, research, or development of a system, program, document, enforcement concept, or any other activity provided for in the terms of this grant, it is generally FMCSA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FMCSA determines otherwise, the Recipient understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FMCSA may make available to any FMCSA Recipient, subrecipient, third party contractor, or third party subcontractor, either FMCSA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FMCSA may direct.

Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless FMCSA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify FMCSA for any such liability arising out of the wrongful acts of employees or agents of FMCSA.

Nothing contained in this section on rights in data, shall imply a license to FMCSA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FMCSA under any patent.

The requirements of this section of this Agreement do not apply to material furnished to the Recipient by FMCSA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Recipient at the time of delivery of such work.
Unless FMCSA determines otherwise, the Recipient agrees to include the requirements of this section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

c. Acknowledgment or Support and Disclaimer.

i. An acknowledgment of FMCSA support and a disclaimer must appear in any recipient publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

1. "This material is based upon work supported by the Federal Motor Carrier Safety Administration under a grant/cooperative agreement/subaward, dated _____."

2. (fill-in appropriate identification of grant/cooperative agreement);

3. All Recipient publications must also contain the following:

   A. "Any opinions, findings, and conclusions or recommendations expressed this publication are those of the author(s) and do not necessarily reflect the view of the Federal Motor Carrier Safety Administration and/or the U.S. Department of Transportation."

   B. The Recipient agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FMCSA identifying the Project and indicating that FMCSA is participating in the development of the Project.

Section 28. Drug Free Workplace.

By signing this agreement, the Recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) and implementing regulations (49 CFR Part 32), which require, in part, that recipients prohibit drug use in the workplace, notify the FMCSA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.

Section 29. Background Screening.

FMCSA reserves the right to perform individual background screening on key individuals of organizational units associated with the application at the effective date and at another interval thereafter for the life of the award. If in performance of a grant award requires recipient organization personnel to have unsupervised physical access to a federally controlled facility for more than 180 days or access to a Federal information system, such personnel must undergo the personal identity verification credential process under Homeland Security Presidential Directive 12.
Section 30. Site Visits.

FMCSA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FMCSA on the premises of the Recipient, subrecipient or contractor under this Agreement, the Recipient shall provide and shall require its subrecipients or contractors to provide, all reasonable facilities and assistance for the safety and convenience of FMCSA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Recipient, subrecipient or subcontractor.

Section 31. Liability.

The Recipient acknowledges it is responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate arising out of or in any way connected to activities authorized pursuant to this Agreement. The Recipient acknowledges that FMCSA is not responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement. This provision shall survive the expiration or termination of this Agreement.

Section 32. Right of FMCSA to Terminate Agreement.

a. General Right to Suspend or Terminate Assistance Agreement.

Upon written notice, the Recipient agrees that FMCSA may suspend or terminate all or part of the financial assistance provided herein if the Recipient has violated the terms of the Grant Agreement or these Provisions and Assurances, or if FMCSA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FMCSA to terminate this Agreement. The recipient agrees to give the Federal Motor Carrier Safety Administration at least 90 days’ notice of its intention to terminate this agreement.


In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Recipient and concurred by FMCSA before the termination date; to the extent those correctly accrued obligations cannot be cancelled. However, if FMCSA determines that the Recipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, meet required match/cost sharing or MOE levels, FMCSA reserves the right to require the Recipient to refund the entire amount of FMCSA funds provided under this Agreement or any lesser amount as may be determined by FMCSA.
c. De-obligation of Funds.

FMCSA reserves the right to unilaterally de-obligate any remaining grant or cooperative agreement funds due to the time elapsed since the effective date, lack of payment vouchers from the Recipient, lack of plans to expend funds based on this grant, failure to provide quarterly progress reports, or other such determination made by FMCSA. If FMCSA takes action to deobligate funds, a grant amendment/modification must be in place.

Section 33. Project Completion, Settlement, and Closeout.

a. Project Completion.

Within 90 days of the Project completion date or termination by FMCSA, the Recipient agrees to submit a final SF 425, Federal Financial Report, a certification or summary of Project expenses, and third party audit reports, as applicable.

b. Remittance of Excess Payments.

If FMCSA has made payments to the Recipient in excess of the total amount of FMCSA federal funding due to cover accumulated expenses, the Recipient agrees to promptly remit that excess and interest as may be required by the "Payment by FMCSA" section of this Attachment.

c. Project Closeout.

Project closeout, as defined in 2 CFR § 200.16, occurs when all required Project work and all administrative procedures described in 2 CFR 200.343, as applicable, have been completed, and when FMCSA notifies the Recipient and forwards the final Federal assistance payment, or when FMCSA acknowledges the Recipient's remittance of the proper refund. Project closeout shall not invalidate any continuing obligations imposed by allowable, allocable, and reasonable costs on the Recipient by this Agreement that supports the project plan(s) or by the FMCSA's final notification or acknowledgment, if it occurs within the period of performance.

Section 34. Severability.

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Section 35. Entire Agreement and Amendments.

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. Any modification not specifically permitted by this agreement requires an Amendment. These modifications may be made only in writing, signed by the each party's authorized representative, and specifically referred to as an Amendment to this Agreement. Electronic signatures are
Section 36. Use of Information Obtained.

Information obtained under this agreement may only be used by the recipient in order to accomplish the project plan under this agreement.

Any information obtained or exchanged between FMCSA and the grant recipient, in order to carry out each party's responsibility under this agreement and project plan, shall not be released by the recipient to any third party without the written permission of FMCSA.

Recipient shall ensure that all of its employees authorized to access FMCSA data and information systems sign and submit information technology user agreements provided by FMCSA.

Section 37. Miscellaneous Provisions.

a. Prohibition on Human Trafficking.

The Recipient agrees to comply, as applicable, with the provisions of Section 7104(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7104 as amended.


The Recipient agrees to comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

c. Fly America Act.

The Recipient shall comply with the provisions of the Fly America Act, 49 U.S.C. § 40118.

d. Criminal and Prohibited Activities.

The Recipient will adhere to the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money. Recipient will also adhere to the False Statements Act, 18 U.S.C. §§ 287 and 1001 which provides that whoever makes or presents any false, fictitious or fraudulent statements, representations, or claims against the United States shall be subject to imprisonment of not more than 5 years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287. Recipient shall also adhere to the False Claims Act, 31 U.S.C. §3729, which provides that suits under this act can be brought by the Government or a person on behalf of the Government, for false claims under the Federal assistance programs. Recipient shall also adhere to the Copeland “Anti-Kickback” Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, which prohibits a person or
organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

Section 38. Laptop Encryption.

All laptops used by Recipients, subrecipients, and contractors in carrying out the Recipient’s project plan, which contain FMCSA-related data, including sensitive information and Personally Identifiable Information (PII), must be encrypted to the same standards utilized by FMCSA. The FMCSA encryptions standards prescribe whole disk encryption (FDE), which requires software or hardware to encrypt all data on a disk, including the partition tables, whole physical disk, master boot record, and available files. FMCSA requires that each Recipient who utilizes FMCSA sensitive information or PII complete installation of FDE on all laptop computers as soon as practicable, but no later than thirty (30) days from the execution of this agreement and prior to using the laptop to access FMCSA data systems or store FMCSA-related data.

Section 39. Adaptability to Climate Changes

If the grant is to be used to place equipment or temporary facilities, modify structures, or to alter existing infrastructure, the recipient is required to assess the ability for the equipment, modifications, or alterations to withstand current and future climatic conditions, including potential changes in climatic conditions. The recipient shall use the best-available peer-reviewed studies and science to determine the potential climatic conditions the equipment, modifications or alterations may experience over the life-cycle of the equipment, modification or alteration funded by the grant. The recipient can rely on existing Federal Highway Administration suggestions or guidelines for placing infrastructure, or on other federally-issued guidance on assessing potential impacts of climate change.

Section 40. Commercial Vehicle Information Systems and Networks (CVISN) provisions.

The following provisions apply where applicable.

a. Compliance with the National ITS Architecture.

The recipient will ensure that CVISN Core and Expanded deployment activities, such as hardware procurement, software and system development, infrastructure modifications, etc., are consistent with the National ITS and CVISN Architectures and available standards and shall promote interoperability and efficiency to the extent practicable and required by law.

b. Interoperability.

For implementing CVISN Core capabilities, the recipient will complete interoperability tests and ensure architectural conformance throughout the life of the project. Perform pairwise and end-to-end tests to demonstrate conformance with the standards and interoperability, verify that interfaces between selected products/systems meet the applicable standards, verify dataflow and data usage among the products/systems.
c. Independent Evaluation.

The FMCSA may conduct an independent evaluation of the effectiveness of the project in achieving Federal and State program goals. The independent evaluation will be conducted using existing Federal resources. Participants of projects that are selected for independent evaluations shall cooperate with the independent evaluators and participate in evaluation planning and progress review meetings to ensure a mutually acceptable, successful implementation of the independent evaluation. The FMCSA may contract with one or more independent evaluation contractor(s) to evaluate the projects.

d. Dedicated Short Range Communications.

If applicable, the State shall also require that its contractors only install Dedicated Short Range Communications (DSRC) equipment that is interoperable and compatible at layers 1 and 2 of the Open Systems Interconnect Reference Model with equipment in operation on the North American Preclearance and Safety System and the Heavy Vehicle Electronic License Plate Inc.'s PrePass™ System deployments as well as the International Border Crossing Operational Tests, based upon on ASTM Draft 6, dated February 23, 1996.

Section 41. Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) requires for each Federal award of $25,000 or more that OMB create a searchable, no cost, publicly accessible website (http://uspending.gov/) that includes basic information about the recipient and the project being funded. The Government Funding Transparency Act of 2008 (Public Law 110-252) amended FFATA, requiring recipients to report certain information about themselves and their first tier subrecipient awards obligated as of October 1, 2010. Prime grant recipients awardees of new non Recovery Act federally funded grants and cooperative agreements of $25,000 or more awarded on or after October 1, 2010 are subject to FFATA reporting, sub-award reporting requirements and executive compensation reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to $25,000.

Section 42. Executive Order 13513

Executive Order 13513 (E.O. 13513) requires each Federal agency to encourage contractors, subcontractors, and grant and cooperative agreement recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government Owned Vehicles, or while driving Personally Owned Vehicles when on official Government business or when performing any work for or on behalf of the Government. To further the requirement of encouraging such policies, the FMCSA encourages recipients to consider new rules and programs, reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for employees about the risks
associated with texting while driving. These initiatives should encourage voluntary compliance with the recipient agency's text messaging policy while off duty. For the purposes of these Grant Provisions and Assurances and pursuant to E.O. 13513, the following definitions apply:

"Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

"Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Section 43. Certification.

The Recipient certifies that the statements it made in the grant application are true and correct and Recipient understands that any false statements made as part of these certifications can be prosecuted.
TO: Jon Schneider, Deputy County Executive
   Suffolk County Executive's Office

FROM: Robert G. Cassagne, Chief of Support Services
     Suffolk County Police Department

DATE: August 12, 2016

SUBJECT: Resolution Packet for the MCSAP High Priority 2016 Grant Program

Attached please find the following for the United States Department of Transportation, Federal Motor Carrier Safety Administration sponsored MCSAP High Priority 2016 grant program:

- Draft Resolution
- Memorandum of Support
- Grant SCIN Forms
- Request for Introduction of Legislation
- Financial Impact Statement
- Copy of proposed contract between Suffolk County and the United States Department of Transportation, Federal Motor Carrier Safety Administration

Electronic copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW. The original grant contract will be submitted to your office upon approval of the resolution.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, at 852-6601.

Thank you for your assistance with this project.

RGC/sck
Att.

ACCREDITED LAW ENFORCEMENT AGENCY
Visit Us Online at www.suffolkpd.org
Crime Stoppers Confidential Tip Hotline 1-800-220-TIPS
Non-Emergencies Requiring Police Response, Dial (631) 852-COPS
30 Yaphank Avenue, Yaphank, New York 11980 – (631) 852-6000
RESOLUTION NO. -2016, AUTHORIZING THE RETIREMENT AND USE OF WORKFORCE HOUSING DEVELOPMENT RIGHTS BANKED IN THE SUFFOLK COUNTY SAVE OPEN SPACE BOND ACT WORKFORCE HOUSING TRANSFER OF DEVELOPMENT RIGHTS PROGRAM REGISTRY FOR USE IN THE DEVELOPMENT OF AFFORDABLE HOUSING IN BRENTWOOD

WHEREAS, Resolution 840-2004, created the Save Open Space Bond Act (the "Act") which authorized the County's acquisition of land for open space preservation, active parkland, farmland development rights and environmental protection purposes; and

WHEREAS, the Act also authorized the County to transfer development rights ("Development Rights") from properties acquired pursuant to the Act to non-environmentally sensitive properties in order to facilitate the construction of affordable ownership and rental housing as defined in Article XXXVI of the Suffolk County Administrative Code; and

WHEREAS, to administer the transfer of Development Rights, there has been created the Suffolk County Save Open Space Bond Act Workforce Housing Transfer of Development Right Program Registry (the "WHDR Registry") which tracks the Development Rights from creation of the credits to utilization of the credits for an affordable housing project; and

WHEREAS, Nassau/Suffolk Partnership Housing Development Fund Company, Inc., the developer, has requested the utilization of Development Rights in connection with the development of six (6) affordable home ownership units, (the "Affordable Units"), in a six (6) lot subdivision to be constructed in Brentwood on the parcels bearing Suffolk County tax map numbers 0500-136.00-02.00-095.000, 0500-136.00-02.00-113.000, 0500-136.00-02.00-114.000 0500-136.00-02.00-115.000 and 0500-136.00-02.00-116.000 ("Development" or the "Receiving Parcels"); and

WHEREAS, approval by the Suffolk County Department of Health Services requires an additional eighty-three hundredths (.83) of a sanitary flow credit to offset the increase in sanitary flow as a result of the inclusion of the sixth Affordable Unit in the Development; and

WHEREAS, the Project proposes to utilize eighty-three hundredths (.83) of a Development Right existing in the WHDR Registry and acquired by the County from property identified by Suffolk County tax map number: 0400-134.00-02.00-007.001 (the "Sending Parcel") and to apply such Development Right to the Receiving Parcels to enable construction of the Affordable Unit; and

WHEREAS, the Sending Parcel and the Receiving Parcels are within the same Groundwater Management Zone (Zone I); and

WHEREAS, the Suffolk County Department of Economic Development and Planning has reviewed the application for utilization of eighty-three hundredths (.83) of a Development Right and determined that the request meets the requirements of the Act for the development of affordable housing in compliance with Article XXXVI of the Suffolk County Administrative Code; now, therefore, be it
1st RESOLVED, that eighty-three hundredths (.83) of a Development Right shall be subtracted from the aggregate one (1) Development Right generated from Suffolk County tax map number: 0400-134.00-02.00-007.001 and inventoried in the WHDR Registry, to be retired and attached to the Development for use to enable construction of the Affordable Units; and be it further

2nd RESOLVED, that the Affordable Unit shall each remain affordable in perpetuity and shall each be sold for a final purchase price not to exceed $178,500 to a household with an annual income that does not exceed 80% of the HUD area median income for Suffolk County, adjusted for family size; and be it further

3rd RESOLVED, that the County Executive, the Acting Commissioner of Economic Development and Planning, the County Attorney, the Acting Director of Real Estate, the Director of Planning and the Commissioner of the Department of Health Services are hereby authorized, respectively, to take such further actions as may be necessary or desirable to effectuate the purposes and intent of this Resolution and to execute any and all documents necessary and/or desirable to effectuate the purpose and intent of this Resolution; and be it further

4th RESOLVED, this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8 and Chapter 279 of the Suffolk County Code, hereby finds and determines that this law constitutes a Type II action, pursuant to Title 6 of the New York Code of Rules and Regulations Part 617.5 (c)(9) and (20). Since this law is a Type 11 action, the Legislature has no further responsibilities under SEQRA.

Dated: ________________, 2016

APPROVED BY:

___________________________
County Executive of Suffolk County

Date of Approval: ________________, 2016
**STATEMENT OF FINANCIAL IMPACT**
**OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. Type of Legislation
   - Resolution **X**, Local Law, Charter Law **842**

2. Title of Proposed Legislation
   - RESOLUTION NO. -2016, AUTHORIZING THE RETIREMENT AND USE OF WORKFORCE HOUSING DEVELOPMENT RIGHTS BANKED IN THE SUFFOLK COUNTY SAVE OPEN SPACE BOND ACT WORKFORCE HOUSING TRANSFER OF DEVELOPMENT RIGHTS PROGRAM REGISTRY FOR USE IN THE DEVELOPMENT OF AFFORDABLE HOUSING IN BRENTWOOD

3. Purpose of Proposed Legislation
   - To authorize the retirement and use of eight-three hundredths (.83) of a workforce housing development right banked in the Suffolk County Save Open Space Bond Act Workforce Housing Transfer of Development Rights Program Registry for use in the development of one additional (1) affordable housing unit in Brentwood in a six (6) lot subdivision.

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

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

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

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

8. Proposed Source of Funding
   - N/A

9. Timing of Impact
   - N/A

10. **Typed Name & Title of Preparer**
    - Amy Keyes
    - Government Liaison Officer
    - Economic Development & Planning

11. **Signature of Preparer**

12. **Date**
    - 8/19/16

SCIN FORM 175b (10/95)
MEMORANDUM

TO: Amy Keyes  
Deputy Commissioner, Department of Economic Development and Planning, Division of Real Property Acquisition and Management

CC: Sarah Lansdale, AICP  
Director, Division of Planning and Environment,  
Department of Economic Development and Planning

FROM: Andrew P. Freieng  
Chief Planner, Division of Planning and Environment,  
Department of Economic Development and Planning

DATE: February 8, 2016

RE: WHDR Utilization Analysis Report  
SCTM No. 0500 13600 0200 095000, 113000, 114000, 115000 & 116000  
Map of Fletcher Place

SCDPE File: UT-16-01

Pursuant to your request of January 1, 2016 we have reviewed the above referenced and make the following observations.

The Division of Real Property Acquisition and Management have requested the analysis of the use of WHDR’s by the development “Map of Fletcher Place”. The intended use for the WHDR is to develop a six (6) lot subdivision located in the hamlet of Brentwood (SCTM No. 0500 13600 0200 095000 et al). In accordance with information from the Division of Real Property Acquisition and Management a six lot detached single family housing subdivision is to be constructed on land transferred to the Town of Islip via the 72-h process in 2002. Upon information and belief six affordable units will be produced and will be income restricted at or below 80% AMI and the purchase price will be limited to $178,500 (after subsidies). Covenants and restrictions will be recorded against the lot.

The proposal is to utilize 0.83 WHDR generated from the town of Huntington from property 0400 13400 0200 007001. The WHDR was calculated and added into the WHDR Registry by the Department of Planning on December 14, 2005 (Division of Planning File SOS-05-17; Engel Burman).

With regard to fatal flaw criteria number 5 of the Suffolk County Save Open Space Bond Act Workforce Housing Transfer of Development Right Implementation Plan (pg. 13) the subject receiving site is not contained in the Master List of Proposed County Open Space Acquisitions nor has it received an authorized planning steps resolution. To the best of
our knowledge the site has never been identified for acquisition, protection or preservation on another state or local government approved and adopted plan or list.

With respect to Criteria number 6 of the Suffolk County Save Open Space Bond Act Workforce Housing Transfer of Development Right Implementation Plan (pg. 14) the Huntington WHDR to be utilized was generated from the same Groundwater Management Zone (I).

Concerning the Suffolk County Save Open Space Bond Act Workforce Housing Development Right Rating System (pg. 15 of the Suffolk County Save Open Space Bond Act Workforce Housing Transfer of Development Right Implementation Plan) it is the belief of the staff that the rating should be 76 out of a total score of 115, including the “Bonus” and is presented as follows:

**Municipal Considerations – 20 points**
The permit process for this application of the WHDR is predictable and streamlined. The Town of Brookhaven is expected to expedite the final approval. All parties are in collaboration in the development decisions and the development will strengthen the local economy.

**Site Attributes – 16 Points**
The layout of the buildings, parking and waste disposal system, and landscaping is adequately accommodated in the approved plan. There are no significant environmental impacts or constraints associated with the development of the site. There are however, few on-site amenities for recreational and/or social facilities.

**Protection of Community Character and Appearance – 5 Points**
The proposed use includes a site design treatment that is in context with the community.

**Compatibility of uses – 10 Points**
The proposed use will be compatible with surrounding land uses in terms of scale and massing and is buffered from adjacent residential uses. The proposal includes building placement in context with surrounding development and the uses within the site are compatible.

**Transportation – 2 Points**
The development proposes sidewalks for pedestrians and bicyclists.

**Housing Affordability – 8 Points**
The development as proposed, with the use of WHDR, will include six residential units. All six lots will be offered as affordable and represents 100% of the total development as affordable units. The developer will provide pre-purchase mortgage counseling etc.

**Bonus – 15**
All six lots/units are to be affordable units.
It our recommendation that proposed use of the WHDR for the subdivision of the Map of Fletcher Place is reasonably consistent with the Suffolk County Save Open Space Bond Act Workforce Housing Transfer of Development Right Implementation Plan dated February 2005. Please note that completion of this transaction with the SCDHS should be in conjunction with notification to this office so that the WHDR can be removed from the data base and logged as a used WHDR.

Please let us know if you need any further assistance on this matter.

Thank you.
MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Amy Keyes, Government Liaison Officer
Department of Economic Development and Planning

DATE: August 19, 2016

RE: RESOLUTION AUTHORIZING THE RETIREMENT AND USE OF WORKFORCE HOUSING DEVELOPMENT RIGHTS BANKED IN THE SUFFOLK COUNTY SAVE OPEN SPACE BOND ACT WORKFORCE HOUSING TRANSFER OF DEVELOPMENT RIGHTS PROGRAM REGISTRY FOR USE IN THE DEVELOPMENT OF AFFORDABLE HOUSING IN BRENTWOOD

The Department of Economic Development and Planning requests the attached resolution approving the retirement and use workforce housing development rights banked in the Suffolk County Save Open Space Bond Act Workforce Housing Transfer of Development Rights Program Registry be Laid on the Table at the September 7, 2016 General Meeting of the Legislature.

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

Thank you.
Resolution No. -2016, DONATING SURPLUS EMERGENCY MEALS READY TO EAT (MREs) TO RECOGNIZE NOT-FOR-PROFIT ENTITIES PROVIDING RELIEF TO SUFFOLK COUNTY RESIDENTS IN NEED.

WHEREAS, this Legislature hereby finds and determines that there are from time to time individuals in need of donated supplies in Suffolk County including meals; and

WHEREAS, this Legislature wishes Suffolk County to provide, when possible, assistance to these individuals; and

WHEREAS, the Department of Fire, Rescue and Emergency Services ("FRES") maintains a supply of Meals Ready to Eat ("MREs") as part of its preparedness response in the event of an emergency or disaster within Suffolk County; and

WHEREAS, due to its limited shelf-life, such MREs must be periodically rotated and replenished, leaving many supplies never to be used; and

WHEREAS, FRES currently has 73,920 MREs in excess of the Department’s needs in the event of an emergency or disaster within Suffolk County and that such MREs will expire in the current year; and

WHEREAS, these MREs are valued at approximately $511,526 but were provided to Suffolk County by federal and state authorities, at no cost to the county, during the response to Superstorm Sandy; be it therefore

1st RESOLVED, that the 73,920 MREs be declared surplus to the County’s needs and be donated to needy Suffolk County residents; and be it further

2nd RESOLVED, that the Commissioner of FRES is hereby authorized, empowered and directed to transfer the above MREs to municipalities and/or recognized not-for-profit entities providing relief to needy Suffolk County residents; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitute 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 the 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:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:
1. Type of Legislation

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

2. Title of Proposed Legislation

Donating surplus emergency Meals Ready to Eat (MREs) to municipalities, government offices and/or recognized not-for-profit entities providing relief to their clients.

3. Purpose of Proposed Legislation

Suffolk County FRES obtained said MREs largely from state and federal partners for relief in response to Superstorm Sandy in 2012. These MREs maintain a limited shelf life, and are set to expire later in 2016. This resolution would allow for those meals to be provided to the needy rather than being discarded as waste upon expiration.

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

5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)

<table>
<thead>
<tr>
<th>County</th>
<th>Town</th>
<th>Economic Impact</th>
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<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
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<tr>
<td>Library District</td>
<td>Fire District</td>
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</table>

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision

8. Proposed Source of Funding

9. Timing of Impact: As these meals expire in 2016, authorization and donation to recognized entities is needed to allow proper time for transfer and distribution.

10. Typed Name & Title of Preparer
    Edward F. Moltzen, Assistant to the Commissioner of Suffolk County Department of Fire, Rescue and Emergency Services.

11. Signature of Preparer

12. Date
    August 22, 2016

SCIN FORM 175b (10/95)
## FINANCIAL IMPACT
2016 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

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### POLICE DISTRICT AND DISTRICT COURT

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### COMBINED

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<td>TOTAL</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.
TO: Jon Schneider
Deputy County Executive

From: Joseph F. Williams
Commissioner

Date: August 17, 2016

SUBJECT: Request for Introductory Resolution: Authorizing donation of surplus emergency Meals Ready to Eat (MREs) to municipalities, government offices and/or recognized not-for-profit entities providing relief to their clients.

Enclosed for further processing is an introductory resolution and supporting documents to authorize the Commissioner of FRES to transfer the above MREs to municipalities, government offices and/or recognized not-for-profit entities engaged in providing said relief.

This agreement, if authorized and entered into, would permit the Commissioner of FRES to transfer to said municipalities, government offices and/or recognized not-for-profit entities for distribution to constituents or clients.

There would be no financial implications to Suffolk County under such an agreement.

If you have any questions, please contact my office at x24850.

JFW

Enclosures
TITLE OF BILL: Donating surplus emergency Meals Ready to Eat (MREs) to municipalities, government offices and/or recognized not-for-profit entities providing relief to their clients.

PURPOSE OR GENERAL IDEA OF BILL: To provide surplus meals – via government or not-for-profit organizations – to needy clients or constituents prior to their product expiration dates.

SUMMARY OF SPECIFIC PROVISIONS: Legislation would allow the Commissioner of FRES to transfer said MREs to these recognized entities for their consumption by those in need.

JUSTIFICATION: Suffolk County FRES obtained said MREs largely from state and federal partners for relief in response to Superstorm Sandy in 2012. These MREs maintain a limited shelf life, and are set to expire later in 2016. This resolution would allow for those meals to be provided to the needy rather than being discarded as waste upon expiration.

FISCAL IMPLICATIONS: None.
RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING A GRANT AWARD FROM THE STATE UNIVERSITY OF NEW YORK (SUNY), FOR AN INNOVATIVE INSTRUCTION TECHNOLOGY GRANT (IITG) ENTITLED, “EXPANDING MOBILE MAKERSPACES TO ENHANCE LEARNING THROUGHOUT SUFFOLK COUNTY COMMUNITY COLLEGE”, 100% REIMBURSED BY STATE FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE

WHEREAS, Suffolk County Community College has received a grant award in the amount of $19,500, from The State University of New York (SUNY), for an Innovative Instruction Technology Grant (IITG) entitled, “Expanding Mobile Makerspaces to Enhance Active Learning throughout Suffolk County Community College”, for the period of July 1, 2016 through June 30, 2017; and

WHEREAS, the project will enhance active learning throughout Suffolk County Community College, and will enhance the SCCC library’s 2014 SUNY IITG funded mobile makerspaces pilot from one campus to all three campuses to allow expanded student access to 3D printing technology and a One Button Studio to provide easy to use video recording equipment and promote active learning across disciplines; and

WHEREAS, matching funds are not required; and

WHEREAS, an in-kind contribution, in the amount of $9,362 will be met through administrative support and travel, and the associated benefits of faculty and staff; and

WHEREAS, the Board of Trustees of Suffolk County Community College accepted the grant on August 18, 2016 by Resolution No. 2016.64; and

WHEREAS, the College anticipates spending the $19,500, in accordance with the terms of said grant award before June 30, 2017; now therefore be it

1st RESOLVED, that said grant award, in the amount of $19,500, from The State University of New York (SUNY), for an Innovative Instruction Technology Grant (IITG) entitled, “Expanding Mobile Makerspaces to Enhance Active Learning throughout Suffolk County Community College”, for the period of July 1, 2016 through June 30, 2017, be accepted and appropriated for the operation of the project as follows:

REVENUES:
State Grant- SUNY IITG Expanding Mobile Makerspaces
GC86-GC8616-543332-G00

AMOUNT:
$19,500

APPROPRIATIONS:
SUNY IITG Expanding Mobile Makerspaces 15-16:
GC86-GC8616

AMOUNT:
$19,500
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DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County
TITL OF BILL: Accepting and Appropriating a Grant Award from The State University of New York for an Innovative Instruction Technology Grant (IITG) entitled, “Expanding Mobile Makerspaces to Enhance Active Learning throughout Suffolk County Community College”, 100% reimbursed by State Funds at Suffolk County Community College.

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate a grant award from The State University of New York (SUNY) for an Innovative Instruction Technology Grant (IITG) entitled, “Expanding Mobile Makerspaces to Enhance Active Learning throughout Suffolk County Community College”, in the amount of $19,500 during the 2015-2016 through the 2016-2017 fiscal year.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will increase the operating budget for Suffolk County Community College by accepting and appropriating the grant award from The State University of New York (SUNY) for an Innovative Instruction Technology Grant (IITG) entitled, “Expanding Mobile Makerspaces to Enhance Active Learning throughout Suffolk County Community College”, in the amount of $19,500.

JUSTIFICATION: The project will enhance active learning throughout Suffolk County Community College, and will enhance the SCCC library’s 2014 SUNY IITG funded mobile makerspaces pilot from one campus to all three campuses to allow expanded student access to 3D printing technology and a One Button Studio to provide easy to use video recording equipment and promote active learning across disciplines.

FISCAL IMPLICATIONS: None
# STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

## 1. Type of Legislation
- Resolution **X**  
- Local Law ____  
- Charter Law ____

## 2. Title of Proposed Legislation
Accepting and Appropriating a Grant Award from The State University of New York (SUNY), for an Innovative Instruction Technology Grant (IITG) entitled, "Expanding Mobile Makerspaces to Enhance Active Learning throughout Suffolk County Community College", 100% Reimbursed by State Funds at Suffolk County Community College.

## 3. Purpose of Proposed Legislation
To accept and appropriate a grant award from The State University of New York (SUNY), for an Innovative Instruction Technology Grant (IITG) entitled, "Expanding Mobile Makerspaces to Enhance Active Learning throughout Suffolk County Community College", in the amount of $19,500, during the 2015-2016 through the 2016-2017 fiscal year.

## 4. Will the Proposed Legislation Have a Fiscal Impact?  
- Yes ____  
- No **X**

## 5. If the answer to item 4 is “yes,” on what will it impact? (Circle appropriate category)
- County __  
- 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
The grant award from The State University of New York (SUNY), for an Innovative Instruction Technology Grant (IITG), in the amount of $19,500, entitled, "Expanding Mobile Makerspaces to Enhance Active Learning throughout Suffolk County Community College", will provide operating costs during the 2015-2016 through the 2016-2017 fiscal year. In-kind funds are provided for in the College operating budget.

## 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdiv.  
- Not Applicable

## 8. Proposed Source of Funding:
The State University of New York (SUNY) Innovative Instruction Technology Grant (IITG)

## 9. Timing of Impact:
July 1, 2016 through June 30, 2017

## 10. Name & Title of Preparer  
Henrietta Ytuarte  
Accountant

## 11. Signature of Preparer  
Henrietta Ytuarte

## 12. Date  
August 11, 2016

SCIN FORM 175A (10/95)
RESOLUTION NO. 2016.64 - ACCEPTING A GRANT AWARD FROM THE STATE UNIVERSITY OF NEW YORK FOR AN INNOVATIVE INSTRUCTION TECHNOLOGY GRANT (IITG), ENTITLED “EXPANDING MOBILE MAKERSpaces TO ENHANCE LEARNING THROUGHOUT SUFFOLK COUNTY COMMUNITY COLLEGE”

WHEREAS, Suffolk County Community College has received a grant award in the amount of $19,500 from The State University of New York for an Innovative Instruction Technology Grant (IITG), entitled “Expanding Mobile Makerspaces to Enhance Active Learning throughout Suffolk County Community College,” for the period of July 1, 2016 through June 30, 2017, and

WHEREAS, the project will enhance active learning throughout Suffolk County Community College, and will expand the SCCC library’s 2014 SUNY IITG-funded mobile makerspaces pilot from one campus to all three campuses to allow expanded student access to 3D printing technology and a One Button Studio to provide easy-to-use video recording equipment and promote active learning across disciplines, and

WHEREAS, an in-kind contribution in the amount of $9,362 will be met through administrative support and travel, and the associated benefits of faculty and staff, be it therefore

RESOLVED, that a grant award, in the amount of $19,500 from The State University of New York for an Innovative Instruction Technology Grant (IITG), entitled, “Expanding Mobile Makerspaces to Enhance Learning throughout Suffolk County Community College,” for the period of July 1, 2016 through June 30, 2017, is hereby accepted, and the College President, or his designee, is authorized to execute a contract, upon such terms as approved by the College General Counsel, with the administering agency.

Project Director: Kerry Carlson

Note: No full-time personnel

Bryan Lilly
Secretary
6/11/2016

W. T. Tucker
Suffolk CC - Grant
carlscka@sunsuffolk.edu

Dear Kerry,

Congratulations on being named an Innovative Instruction Technology Grant (IITG) award recipient. The agreement below formalizes your IITG project entitled: Expanding Mobile Makerspaces to Enhance Active Learning throughout Suffolk County Community College.

An ACH Transfer will be made to your campus as part of the annual university wide distributions. As principal investigator, you are the designated signatory for these grant funds and must follow all local campus policies and procurement procedures. Please pay attention to any special conditions or comments cited as part of the Provost’s Office staff and peer review as you execute your project. Questions may be directed to Dr. Lisa Stephens (contact information below).

Award funds will be fully accessible to your campus for processing during FY 2016-17 distributed by the System Administration Budget Office using the typical voucher payment process. NOTE: Expenses planned for ‘Summer 2017’ should be expended by June 30, 2017. As Principal Investigator, you are also the designated point of communication. Project communication will be directed to you. It is your responsibility to forward information to co-PI’s and key stakeholders on your campus. If you wish to include others as part of IITG communication, please provide the contact names/email information when submitting the agreement.

You are obligated to openly share your project process and results consistent with the IITG RFP. This includes a mid-project report, presentation at the 2017 SUNY Conference on Instruction and Technology, and a final report with supporting materials by end of summer 2017 using a Creative Commons license. We encourage you to make good use of the SUNY Learning Commons to share project process and outcomes.

Please send a brief acknowledgement that you have received and accept these award conditions by emailing Dr. Lisa Stephens through litgrants@suny.edu by July 15, 2016.

The quality and dedication that you contribute to this project will ensure continued success of the IITG program. We look forward to learning more about your project over the next year.

Sincerely,

Alexander N. Cartwright
Provost and Executive Vice Chancellor

CC: Chief Academic Officer: Dr. Suzanne M. Johnson
Business Officer: Barbara Hurst

To Learn
To Search
To Serve
1. INNOVATIVE INSTRUCTION TECHNOLOGY GRANT (IITG)
Community College Award Acceptance Agreement

Award Information:
Principal Investigator: Kerry Carlson
Campus: Suffolk CC - Grant
E-mail: carlske@sunsuffolk.edu
Project Title: Expanding Mobile Makerspaces to Enhance Active Learning throughout Suffolk County Community College
Budget Project Title: Expanding Mobile Makerspaces
Amount of Award: $19,500
State Account Number: ACH

The account above has been established for this award and is fully accessible to your campus for processing during the fiscal year (July 1 – June 30). Local campus policies and procedures govern all grant expenditures. As principal investigator, you are the designated signatory on this account. All funds must be expended by June 30, 2017.

Conditions of Agreement:
- This Award Acceptance Form must be signed by the PI, and submitted electronically to SUNY System Administration via litgrants@suny.edu by July 1, 2016. It is the PI’s responsibility to provide a copy of this document to departmental financial personnel and executive leadership as appropriate.
- It is your responsibility to share grant communication and information with members of your project team and other collaborators or key stakeholders.
- Project outcomes will be openly shared within the SUNY Learning Commons via selection of a Creative Commons license. Outcomes will also be cataloged in your campus repository and/or the SUNY Digital Repository and MERLOT. The grant administrators will work with you to ensure the information posted and cataloged will enable others to discover and replicate your findings.
- An interim “mid-project” report is required approximately halfway through the project. You will be notified well in advance to post your report to the SUNY Learning Commons by February 1, 2016.
- A final report and support materials will be posted to http://commons.suny.edu/iitg at the completion of your project no later than August 31, 2017.
- You will present findings at the 2017 Conference on Instruction and Technology (CIT). Details regarding your participation will be made available at a later date.
- Principal Investigators and collaborators should be reasonably accessible to colleague inquiries throughout the life of the project and for up to one year after completion of the project.
- All projects are subject to random financial and progress audits.
- Budget adjustments in excess of 20% of OTPS or PS expenditures must be approved by the program director.
- The PI must make every effort to expend the project funds within the 2016-17 Fiscal Year. The IITG Program cannot carry individual project funds forward through university wide state funds. No Cost Extensions will be granted only on an exceptional needs basis.

Confirmation of Award Acceptance
As Principal Investigator, I accept this award and the responsibility for delivering the IITG project as proposed and in accordance with the terms and conditions governing the IITG program. If unforeseen circumstances prevent this project from being conducted during the 2016-2017 fiscal year, I understand that award funding must be returned to SUNY System Administration.

Principal Investigator Signature

Date

The PI is the only name listed for routine program communication. Use the space below to submit the names/email of any additional campus personnel that should be listed on the official IITG Program Communication (e.g., campus business point of contact, sponsored program, departmental support):

Please acknowledge receipt of this form by emailing a signed, scanned copy to litgrants@suny.edu
To: John Schneider, Deputy County Executive

From: Gail Vizzini, Vice President for Business and Financial Affairs

Date: August 18, 2016

Subject: Request for a Resolution Accepting and Appropriating a Grant Award for a Suffolk County Community College Program

Enclosed are the application and requisite forms to request acceptance and appropriation of a grant award for a program at Suffolk County Community College.

Proposal ____ Grant Award X ____ Subcontract ____

Project Name: Expanding Mobile Makerspaces to Enhance Learning throughout Suffolk County Community College

Funding Source: The State University of New York (SUNY) Innovative Instruction Technology Grant (IITG)

Amount of Grant: $19,500

Full Time Positions: None

Please call me if there are questions regarding this request.

An e-mail version of the resolution was sent to CERESREVIEW:

File names: Reso-SCCC-SUNYIITGEXPANDMOBILE Award 16.docx
Backup-SCCC-SUNYIITGEXPANDMOBILE Award 16-SCIN 175A.docx

Cc: Kerry Carlson, Project Director
    John Bullard, Jr., Associate Dean for Financial Affairs
RESOLUTION NO. - 2016, ACCEPTING AND APPROPRIATING A GRANT AWARD FROM THE U.S. DEPARTMENT OF LABOR, EMPLOYMENT AND TRAINING ADMINISTRATION (DOL/ETA), FOR THE H-1B TECHHIRE PARTNERSHIP GRANT, 100% REIMBURSED BY FEDERAL FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE

WHEREAS, Suffolk County Community College has received a grant award from the U.S. Department of Labor, Employment and Training Administration (DOL/ETA), for the H-1B TechHire Partnership grant, in the amount of $2,949,137, for the period of July 1, 2016 through June 30, 2020; and

WHEREAS, the H-1B TechHire Partnership grant will provide funds to Suffolk County Community College to address the unmet need for the high-growth H-1B industries of manufacturing, cybersecurity, and health information technology (HIT) by training young adults and incumbent workers via new, flexible options that leverage existing institutional partner resources and result in industry-recognized credentials; and

WHEREAS, matching funds are not required, and;

WHEREAS, the Board of Trustees of Suffolk County Community College accepted the grant on August 18, 2016 by Resolution No. 2016.63; and

WHEREAS, the College anticipates spending the $2,949,137 including indirect costs, in accordance with the terms of said grant award before June 30, 2020; now therefore be it

1st

RESOLVED, that said grant award, in the amount of $2,949,137 including $801,067 indirect costs, from the U.S. Department of Labor, Employment and Training Administration (DOL/ETA), for the H-1B TechHire Partnership grant, for the period July 1, 2016 through June 30, 2020, be accepted and appropriated for the operation of the project as follows.

REVENUES:
Federal Grant: USDOL ETA H-1B TechHire Partnership GC87-GC8716-544262-G000

AMOUNT:
$2,949,137

APPROPRIATIONS:
USDOL ETA H-1B TechHire Partnership 15-16 GC87-GC8716

AMOUNT:
$2,148,070
Suffolk County Community College  
H-1B TechHire Partnership  
GC87-GC8716

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<td>611130-Temporary Salaries</td>
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<td>611170-Part-Time Instructors</td>
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<td>611570-Full Time Overload</td>
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<th>628000-Employee Benefits:</th>
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<td>628160-TIAA CREF</td>
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<td>628330-Social Security</td>
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<td>628360-Health Insurance</td>
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<tbody>
<tr>
<td>712440-Instructional Equipment</td>
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<table>
<thead>
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<th>713000-Supplies Materials &amp; Other Expenses</th>
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<td>713100-Instructional Supplies</td>
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<tr>
<td>713500-Other: Unclassified</td>
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<table>
<thead>
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<td>714350-Travel: College Business</td>
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<tr>
<td>714770-Special Services</td>
<td>44,260</td>
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**2nd RESOLVED**, that the following three positions be created for the entire period of the grant:

<table>
<thead>
<tr>
<th>Title</th>
<th>Spec. No.</th>
<th>Job Classification</th>
<th>Bargaining Unit</th>
<th>Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Assistant 1</td>
<td>9100</td>
<td>Faculty</td>
<td>03</td>
<td>4 12month</td>
</tr>
<tr>
<td>100% FTE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<table>
<thead>
<tr>
<th>Title</th>
<th>Spec. No.</th>
<th>Job Classification</th>
<th>Bargaining Unit</th>
<th>Step</th>
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</thead>
<tbody>
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<tr>
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<table>
<thead>
<tr>
<th>Title</th>
<th>Spec. No.</th>
<th>Job Classification</th>
<th>Bargaining Unit</th>
<th>Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Assistant 1</td>
<td>9100</td>
<td>Faculty</td>
<td>03</td>
<td>4 12month</td>
</tr>
<tr>
<td>100% FTE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

and be it further

**3rd RESOLVED**, that nothing contained herein shall be construed as obligating or committing Suffolk Community College or the County of Suffolk to continue the employment of the individual filling the position created by the Resolution at the conclusion of the grant funding provided for such position created by said grant.
DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County
2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and Appropriating a Grant Award from the U.S. Department of Labor, Employment and Training Administration (DOL/ETA), for the H-1B TechHire Partnership Grant, 100% reimbursed by Federal Funds at Suffolk County Community College

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate a grant award from the U.S. Department of Labor, Employment and Training Administration (DOL/ETA), in the amount of $2,949,137, for the H-1B TechHire Partnership grant, during the 2015-2016 fiscal year through the 2019-20 fiscal year.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will increase the operating budget for Suffolk County Community College by accepting and appropriating the grant award from the U.S. Department of Labor, Employment and Training Administration (DOL/ETA), in the amount of $2,949,137, for the H-1B TechHire Partnership grant.

JUSTIFICATION: The H-1B TechHire Partnership grant will provide funds to Suffolk County Community College to address the unmet need for the high-growth H-1B industries of manufacturing, cybersecurity, and health information technology (HIT) by training young adults and incumbent workers via new, flexible options that leverage existing institutional partner resources and result in industry-recognized credentials.

FISCAL IMPLICATIONS: None
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution  X  Local Law  ___  Charter Law  ___

2. Title of Proposed Legislation
Accepting and Appropriating a Grant Award from the U.S. Department of Labor, Employment and Training Administration (DOL/ETA), for the H-1B TechHire Partnership Grant, 100% Reimbursed by Federal Funds at Suffolk County Community College

3. Purpose of Proposed Legislation
To accept and appropriate a grant award from the U.S. Department of Labor, Employment and Training Administration (DOL/ETA), in the amount of $2,949,137, for the H-1B TechHire Partnership Grant, at Suffolk County Community College, during the 2015-2016 fiscal year through the 2019-2020 fiscal year.

4. Will the Proposed Legislation Have a Fiscal Impact?  Yes  ___  No  X

5. If the answer to item 4 is "yes," on what will it impact?  (Circle appropriate category)

County  ___  Town  ___  School District  ___  Economic Impact  ___

Village  ___  Library District  ___  Fire District  ___  Other (Specify):

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact
$2,949,137, from the U.S. Department of Labor, Employment and Training Administration (DOL/ETA) will provide for operating costs for the H-1B TechHire Partnership Grant, during the 2015-2016 fiscal year through the 2019-20 fiscal year

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdiv.  Not Applicable

8. Proposed Source of Funding:  U.S. Department of Labor
Employment and Training Administration  (DOL/ETA)

9. Timing of Impact:  July 1, 2016 through June 30, 2020

10. Name & Title of Preparer
Henrietta Ytuarte
Accountant

11. Signature of Preparer  ___

12. Date  August 12, 2016

SCIN FORM 175A (10/95)
RESOLUTION NO. 2016.63 - ACCEPTING AN AWARD FROM THE U.S. DEPARTMENT OF LABOR, EMPLOYMENT AND TRAINING ADMINISTRATION, FOR THE H-1B TECHHIRE PARTNERSHIP GRANT

WHEREAS, Suffolk County Community College has received an award from the U.S. Department of Labor, Employment and Training Administration (DOL/ETA), for the H-1B TechHire Partnership Grant in the amount of $2,949,137, for the period of July 1, 2016 through June 30, 2020, and

WHEREAS, the H-1B TechHire Partnership Grant will provide funds to Suffolk County Community College to address the unmet need for the high-growth H-1B industries of manufacturing, cybersecurity, and health information technology (HIT) by training young adults and incumbent workers via new, flexible options that leverage existing institutional and partner resources, and result in industry-recognized credentials, and

WHEREAS, matching funds are not required, be it therefore

RESOLVED, that the College President, or his designee, is hereby authorized and empowered to execute a contract, in such form as shall be approved by the College General Counsel, in the amount of $2,949,137, including indirect costs, from the U.S. Department of Labor, Employment and Training Administration (DOL/ETA), for the H-1B TechHire Partnership Grant, for the period of July 1, 2016 through June 30, 2020.

Project Director: Suzanne Johnson, Vice President, Academic Affairs

Note: 3 Full-Time Professional Assistant positions

Bryan Lilly
Secretary
U.S. DEPARTMENT OF LABOR
EMPLOYMENT AND TRAINING
ADMINISTRATION (DOLETA)

NOTICE OF
AWARD (NOA)

Under the authority of the American Competitiveness and Workforce Improvement, this grant or agreement is entered into between the above named Grantor Agency and the following named Awardee, for a project entitled - H-1B TECHNIRE PARTNERSHIP GRANTS.

Name & Address of Awardee:
SUFFOLK COUNTY COMMUNITY COLLEGE
533 COLLEGE ROAD
Selden, NEW YORK 11784-2899

OFDA #: 17.266- H-1B Job Training Grants
Amount: $2,949,137.00
EIN: 262415339
DUNS #: 068617815

Accounting Code: 1530-2016-055152830XBD201651520010165HBNO0MA0000AOAFAMOAOFAMOA0310-410023—
The Period of Performance shall be from July 01, 2016 thru June 30, 2020.
Total Government’s Financial Obligation is $2,949,137.00 (unless otherwise amended).

Payments will be made under the Payments Management System, and can be automatically drawn down by the awardee on an as needed basis covering a forty-eight (48) hour period.

In performing its responsibilities under this grant agreement, the awardee hereby certifies and assures that it will fully comply with all applicable Statute(s), and the following regulations and cost principles, including any subsequent amendments:

**Uniform Administrative Requirements, Cost Principles, and Audit Requirements:**
2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements; Final Rule
2 CFR Part 2000; DOL Exceptions to 2 CFR Part 200;

**Other Requirements (Included within this NOA):**
Condition(s) of Award (if applicable)
Federal Award Terms, including attachments

**Contact Information**
The Federal Project Officer (FPO) assigned to this grant is Keeva d. Davis. Keeva d. Davis will serve as your first line point of contact and can be contacted via e-mail - davis.keeva@dol.gov. If your FPO is not available, please call your Regional Office at 617-768-0170 for assistance.

The awardee’s signature below certifies full compliance with all terms and conditions as well as all applicable Statute(s), grant regulations, guidance, and certifications.

Signature of Approving Official - AWARDEE

Signature of Approving Official - DOL / ETA

See SF-424 for Signature

No Additional Signature Required

MELISSA ABDULLAH, July 21, 2016
Grant Officer

*Indirect Cost Rate 38%*
CONDITION OF AWARD

Suffolk County Community College

Condition 1 – Participate in the TechHire Federal Evaluation

As a reminder, applicants awarded a grant may be required to participate in a Federal evaluation of the TechHire grant program and were required to provide documentation of commitment to participate in such an evaluation initiated by DOL, for the applicant and all partners, including employers or regional industry associations, as a condition of award.

After grants are awarded, grantees will receive detailed information about the national evaluation. The national evaluation may include an Implementation assessment across grantees as well as an impact and/or outcomes analysis of all or selected sites within or across grantees. Conducting an impact analysis could involve random assignment (which involves random assignment of eligible participants into a treatment group that would receive program services or enhanced program services, or into control group(s) that would receive no program services or program services that are not enhanced). We may require applicants to collect data elements to aid the TechHire evaluation. As a part of the national evaluation, grantees must agree to: (1) make records on participants, employers, and funding available; (2) provide access to program operating personnel, participants, and operational and financial records, and any other pertaining documents to calculate program costs and benefits; and (3) facilitate the assignment by lottery of participants to program services (including the possible increased recruitment of potential participants); and 4) follow evaluation procedures as specified by the national evaluator under the direction of DOL including after the grant period of performance.

- Provide documentation of commitment to participate if such an evaluation is initiated by DOL, for the applicant and all partners, including employers or regional industry associations.

Statement of Work and Budget Conditions

Based on a review of Statement of Work and Budget, we’ve identified the following areas that require further clarification and/or modification. Any responses to requests for clarification and/or revisions for modification related to the below items must be submitted to your Federal Project Officer (FPO) and the ETA TechHire Program Office TechHire@dol.gov within 30 days of the receipt of this grant award package.

Please note that a submittal of revised document(s) does not in and of itself constitute approval by ETA, and final approval must be given by the Grant Officer. Once approved, the revised document(s) will comprise the official modification to this grant agreement (as appropriate) and the special conditions will be resolved.
Condition 2 — Project Work Plan

Optional Statement of Work modification (if necessary)

As indicated in the Funding Opportunity Announcement (FOA), applicants were instructed to provide a project work plan to reflect a period of performance start date of June 1, 2016. As the official TechHire grant start date is July 1, 2016, with a grant period of performance through June 30, 2020, recipients may submit an updated work plan to reflect a July 1, 2016 start date and June 30, 2020 end date, if needed, to account for a grant start date one month later than anticipated. Recipients should address these changes by updating the project Work Plan originally provided with your application and submit to ETA. Note, recipients only need to submit an updated project work plan if the one month change in grant start and end date significantly impacts their existing work plan.

Condition 3 — Performance Outcomes Table

Requires Statement of Work modification

Recipients were required to provide outcome projections for the seven identified outcome measures, including providing targets for each year of the four-year grant period of performance. Recipients should address any identified issues by updating the Performance Outcomes Table originally provided with your application and submit to ETA. Please note, when addressing Performance Outcome Table issues, we do not expect outcome category “total” projections to decrease; however, recipients may need to adjust yearly targets to account for missing yearly projections, math calculation errors, etc.

Upon review of your grant’s performance outcomes table, we have identified the below issues:

- The sub-populations (1a and 1b) listed in the performance outcomes table do not add up to the total number of participants.
- The number of participants who engage in paid work experience does not count towards the employment outcome measure for the number of participants who entered unsubsidized employment. Please confirm individuals placed into paid work are not reflected in the employment outcomes target.

Condition 4 — Target Population

Requires Clarification (and Statement of Work modification, if appropriate)

Applicants may serve one of the two types of populations with barriers to training and employment opportunities listed below. For projects targeting out-of-secondary school youth and young adults between the ages of 17 and 29 with barriers to employment and training this population, at least 75 percent of participants served by the project must be youth and young adults with barriers to training and employment opportunities, as defined above. The remaining 25 percent may be unemployed, dislocated, underemployed, and incumbent workers,
particularly incumbent workers in lower-skill, lower-wage, and front-line jobs in need of upskilling.

For applicants proposing to serve frontline incumbent worker parents with child care responsibilities, no more than twenty five percent (25%) of the participants enrolled may be incumbent workers that meet the eligibility criteria.

- Further clarification is needed regarding the number of incumbent workers relative to the total number of participants is required to ensure that the number does not exceed 25% of the total participants.

**Condition 5 – Revised Budget Narrative (Personnel and Other Line Items)**

The grantee must submit a revised budget narrative which addresses and breaks down the entirety of the Personnel and Other lines reflected on the SF-424a. It must contain costs per entry in each category that add up to the indicated line item total with enough information to ascertain whether the represented totals are mathematically accurate.
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<thead>
<tr>
<th>6. Object Class Categories</th>
<th>GRANT PROGRAM, FUNCTION OR ACTIVITY</th>
<th>Total</th>
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</thead>
<tbody>
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<td>(<strong>SUMMARY</strong> for Grant T12118069)</td>
<td>2,149,137.00</td>
<td>$2,149,137.00</td>
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</table>

<table>
<thead>
<tr>
<th>7. Program Income</th>
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<th></th>
</tr>
</thead>
</table>

**Notes:**
- Total Direct Charges (sum of 6a-6h): $2,148,070.00
- Indirect Charges: $801,067.00
- **Note:** The total budget is $2,949,137.00.
## SECTION C - NON-FEDERAL RESOURCES

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<tr>
<th></th>
<th>(a) Grant Program</th>
<th>(b) Applicant</th>
<th>(c) State</th>
<th>(d) Other Sources</th>
<th>(e) TOTALS</th>
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</thead>
<tbody>
<tr>
<td>8</td>
<td>RESTORE</td>
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</tr>
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<tr>
<td>12</td>
<td><strong>TOTAL (sum of lines 8-11)</strong></td>
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## SECTION D - FORECASTED CASH NEEDS

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<th>2nd Quarter</th>
<th>3rd Quarter</th>
<th>4th Quarter</th>
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<td>$169,863.75</td>
<td>$169,863.75</td>
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<tr>
<td>14</td>
<td>Non-Federal</td>
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<td>15</td>
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<td>$169,863.75</td>
<td>$169,863.75</td>
<td>$169,863.75</td>
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</table>

## SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

<table>
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<tr>
<th></th>
<th>(a) Grant Program</th>
<th>(b) FIRST</th>
<th>(c) SECOND</th>
<th>(d) THIRD</th>
<th>(e) FOURTH</th>
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</table>

## SECTION F - OTHER BUDGET INFORMATION

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<tr>
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<th>Indirect Charges:</th>
</tr>
</thead>
<tbody>
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<td>401267</td>
</tr>
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<td>22</td>
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<td></td>
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<tr>
<td>23</td>
<td>Remarks: Indirect cost rate agreement attached.</td>
<td></td>
</tr>
</tbody>
</table>
To: John Schneider, Deputy County Executive
From: Gail Vizzini, V. P. for Business and Financial Affairs
Date: August 18, 2016
Subject: Request for a Resolution Accepting and Appropriating a Grant Award for a Suffolk County Community College Program

Enclosed are the application and requisite forms to request acceptance and appropriation of a grant award for a program at Suffolk County Community College.

Proposal _____ Grant Award _____ Subcontract _____

Project Name: H-1B TechHire Partnership Grant
Funding Source: U.S. Department of Labor Employment and Training Administration (DOL/ETA)
Amount of Grant: $2,949,137
Full Time Positions: 3

Please call me if there are questions regarding this request.
An e-mail version of the resolution was sent to CERESOREVIEW:
File names: Reso-SCCC-H1BTECHHIRE Award 16.docx
Backup-SCCC-H1BTECHHIRE Award 16-SCIN175A.docx

Cc: Suzanne Johnson, Vice President, Academic Affairs
     John Bullard, Jr., Associate Dean for Financial Affairs
RESOLUTION NO. - 2016 ACCEPTING AND APPROPRIATING A GRANT AWARD AMENDMENT FROM THE STATE UNIVERSITY OF NEW YORK FOR AN EDUCATIONAL OPPORTUNITY PROGRAM, 100% REIMBURSED BY STATE FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE

WHEREAS, the 2015-2016 Suffolk County Community College operating budget provides $197,400 from the State University of New York for an Educational Opportunity Program to provide counseling and tutoring services on all three of its campus locations, for the period of September 1, 2015 through August 31, 2016; and

WHEREAS, the grant award has been increased by $53,462 for the 2015-2016 Educational Opportunity Program, bringing the total amount of the grant award to $250,862; and

WHEREAS, it is necessary to amend the Suffolk County Community College operating budget in the amount of $53,462 to provide for the increase in the grant award; and

WHEREAS, matching funds are not required; and

WHEREAS, the Board of Trustees of Suffolk County Community College accepted the Educational Opportunity Program amendment on August 18, 2016 by Resolution No. 2016.59; and

WHEREAS, the College anticipates spending the increase in the grant award in the amount of $53,462 in accordance with the terms of said grant before August 31, 2016; now therefore, be it

1st RESOLVED, that said 2015-2016 Suffolk County Community College operating budget be amended to reflect the increase in the grant award in the amount of $53,462, from the State University of New York, for an Educational Opportunity Program, for the period September 1, 2015 through August 31, 2016 be accepted and appropriated for the operation of the program as follows:

REVENUES:
State Grant: EOP:
GC07-GC0716-543203-G000

AMOUNT
$53,462

APPROPRIATIONS:
EOP 15-16: GC07-GC0716

AMOUNT
$53,462
Suffolk County Community College
Educational Opportunity Program
GC07-GC0716

611000-Personal Services:
  611170-Part-Time Instructors

628000-Employee Benefits:
  628330-Social Security

$49,663
49,663

$ 3,799
3,799

DATED:

APPROVED BY:

County Executive of Suffolk County
Date:
TITLE OF BILL: Accepting and Appropriating a Grant Award Amendment from the State University of New York for an Educational Opportunity Program, 100% Reimbursed by State Funds at Suffolk County Community College

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate a grant award amendment from the State University of New York for an Educational Opportunity Program in the amount of $53,462, during the 2015-2016 fiscal year.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will increase the operating budget for Suffolk County Community College by accepting and appropriating the grant award amendment from the State University of New York for an Educational Opportunity Program, in the amount of $53,462.

JUSTIFICATION: Suffolk County Community College is a tri-campus commuter college and EOP students must learn to balance home, work, and school while addressing transportation and family issues. EOP staff will assist students with navigating the various programs and services offered at each campus. The goal is to improve EOP students' academic skills and computer literacy, develop good study habits, and learn how to manage their time effectively.

FISCAL IMPLICATIONS: None
### STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   - Resolution **X**
   - Local Law _____
   - Charter Law _____

2. Title of Proposed Legislation
   Accepting and Appropriating a Grant Award Amendment from the State University of New York for an Educational Opportunity Program, 100% Reimbursed by State Funds at Suffolk County Community College

3. Purpose of Proposed Legislation
   To accept an amendment to the 2015-2016 Suffolk County Community College operating budget in the amount of $53,462 from the State University of New York for an Educational Opportunity Program at Suffolk County Community College during the 2015-2016 fiscal year.

4. Will the Proposed Legislation Have a Fiscal Impact?  Yes __  No **X**

5. If the answer to item 4 is "yes," on what will it impact?  (Circle appropriate category)
   - County
   - Town
   - Village
   - School District
   - Library District
   - Fire District
   - Economic Impact
   - Other (Specify):

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact
   The amendment to the 2015-2016 Suffolk County Community College operating budget will provide $53,462 from the State University of New York for operating costs for the Educational Opportunity Program during the 2015-2016 fiscal year. Matching funds are not required.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdiv.
   - Not Applicable

8. Proposed Source of Funding:
   - State University of New York

9. Timing of Impact:
   - September 1, 2015 through August 31, 2016

10. Name & Title of Preparer
    - Henrietta Yuarte
    - Accountant

11. Signature of Preparer
    - [Signature]

12. Date
    - August 11, 2016

SCIN FORM 175b (10/95)
WHEREAS, the 2015-2016 College operating budget provides $197,400 from the State University of New York for an Educational Opportunity Program (EOP) grant to provide counseling and tutoring services on all three of its campus locations, and

WHEREAS, the grant award has been increased by an additional $53,462 for the 2015-2016 EOP, bringing the total amount of the grant award to $250,862, and

WHEREAS, it is necessary to amend the 2015-2016 College operating budget in the amount of $53,462 to provide for the total increase in the grant award, and

WHEREAS, matching funds are not required, be it therefore

RESOLVED, that the 2015-2016 College operating budget be amended to reflect the award increase in the amount of $53,462 from the State University of New York for an Educational Opportunity Program (EOP), and the College President or his designee is authorized to execute a contract, in a form as approved by the College General Counsel, with the administering agency.

Project Director: Iaroslava Babenchuk

Note: Institutional Support required

Bryan Lilly
Secretary
RESOLUTION NO. 2016.56 - Approving Monthly Sponsor Services for Suffolk County Community College

RESOLUTION NO. 2016.57 - Approving Budget Transfers

RESOLUTION NO. 2016.58 - Accepting a Grant Sub-award from the Research Foundation for the State University of New York for a Project Entitled “Constructive Convergences”

RESOLUTION NO. 2016.59 - Amending the College Operating Budget for an Educational Opportunity Program Grant

RESOLUTION NO. 2016.60 - Amending the Suffolk County Community College Student Code of Conduct

RESOLUTION NO. 2016.61 - Amending the College Budget for Participation in a Project Entitled “Bioprep: Biology Partnership in Research and Educational Programs”

RESOLUTION NO. 2016.62 - Approving a Major Change Order and Amendment to the Contract for the Construction of the Learning Resource Center on the Grant Campus

RESOLUTION NO. 2016.63 - Accepting an Award from the U.S. Department of Labor, Employment and Training Administration for the H-1B Techhire Partnership Grant

RESOLUTION NO. 2016.64 - Accepting a Grant Award from the State University of New York for an Innovative Instruction Technology Grant (IITG), Entitled “Expanding Mobile Makerspaces to Enhance learning Throughout Suffolk County Community College”

RESOLUTION NO. 2016.65 - Authorizing an Agreement with Hampton Bays Public Schools for a Childcare Development Associate Program

RESOLUTION NO. 2016.66 - Adopting a Policy Establishing Guidelines for the Use of College Resources by Non-College Entities
Item 12  RESOLUTION NO. 2016.67 - Amending the Suffolk County Community College Public Demonstration and Mass Gathering Policy

Item 13  RESOLUTION NO. 2016.68 - Creating an Employee Title

Item 14  RESOLUTION NO. 2016.69 - Fixing Time of 2017 Meetings of the Board of Trustees
Memorandum

To: Iaroslava Babenchuk, Educational Opportunity Program Director
   Suffolk County Community College

From: Deldre Clark, Associate Provost
       Office of Opportunity Programs

Date: November 13, 2015

Re: 2015-2016 Budget Allocation and Funded Enrollment

As you know, the 2015-2016 Educational Opportunity Program appropriation included a significant increase. This level of funding growth has not occurred since the early years of program implementation and represents recognition of the program's documented effectiveness in multiple program sectors. The increase has allowed for higher funding rates for all programs and capacity expansion at higher performing programs.

You will note below that the funding formula for community college programs has also been increased significantly. As in the past, these funds are to be used for the provision of counseling, academic support and direct aid to students, based upon your assessment of local needs. We are hopeful that the increased resources will allow for strengthening of services that will result in higher rates of student success. Building stronger outcomes in community college sector programs is among our major priorities.

This academic year's funding for the Educational Opportunity Program at Suffolk County Community College is:

   Funded Enrollment: 155
   Total Funding: $131,750 @ $850 per student

As always, you can expect to receive the expenditure plan for completion and three vouchers for signature soon after receipt of this correspondence. We will process the first payment for the year as quickly as possible.

Please note that this fiscal year, 2015-2016, is the last year of the five-year agreement that began in 2011. We are in the early stages of developing contract renewals to begin with the 2016-17 fiscal year and will inform you as we progress.

To Learn
To Search
To Serve
As we move through this process, we will review program performance, program services and campus support at each campus with the goal of assessing the impact of program operation on student success.

If you have any questions, you may contact our office. Thank you for all that you do.

c. EOP Supervisor
   Budget Officer
   Mr. Belcher
   Ms. Hamler-Cadet
Memorandum

To: Dr. Iaroslava Babenchuk, Educational Opportunity Program Director
   Suffolk County Community College

From: Evonne Hamler-Cadet, Associate
      Office of Opportunity Programs

Date: March 17, 2016

Subject: EOP Special Initiative Funding

Thank you for submitting a proposal to provide enhanced support services to Educational Opportunity Program students enrolled at Suffolk County Community College. As we discussed, the campus has been approved to hire a temporary college success coach who will work closely with Educational Opportunity Program students in danger of academic dismissal. In addition, we have approved the expansion of EOP tutoring to ensure sufficient academic support is available to all program students. The total amount approved is $11,947. Compensation for the college success coach must not exceed $5,280 and the enhanced tutoring should not exceed $6,667. The special initiative funding is to be applied in the current term (i.e. spring 2016).

To determine the efficacy of the funded activities, the campus will need to report on the outcomes of the special initiative. We will provide the reporting format under separate cover.

In order to monitor and track the funds associated with the special funding, we are asking the campus to establish an account for this purpose. If the campus anticipates the need to amend the budget or expenditure activities, prior approval must be obtained from the SUNY Office of Opportunity Programs.

Payment will be processed via the standard voucher process.

If you have any questions, you are welcome to contact the office.

Thank you so much for the work that you do.

cc: Ms. Clark
Summer 2016  
Program Summary Page  
Campus – Suffolk county Community College  

Pre-Freshman X  
Post-Freshman  

Credit  
Non-Credit X  

Number of credits to be offered, if applicable ______0______  

Will you be participating in the Summer Food Service Program (SFSP)? Yes  
No  

If yes, are you participating for the first time? Yes  
No  

Summer program participation is mandatory for all students  

Yes  
No  

Program Type:  
Basic Orientation  
Extended Orientation/Mini Pre-freshman  
Full Program X  

Length of Program:  
__________ Days (Orientations)  
5 Weeks  

Start Date July 5th, 2016  
End Date August 4th, 2016  

Number of Students to be Served ______65______  

Amount of Request ______$79,150______  

Amount of Campus Contribution ______$36,647______  

Cost Per Student* ______$1,217______  

Anticipated Fall Enrollment:  
New ______65______  
Continuing ______90______  
Total ______155______
The Educational Opportunity Program (EOP) at Suffolk County Community College (SCCC) is a state-funded program designed to provide economically disadvantaged and academically underprepared students who demonstrate potential for success with an opportunity to obtain a degree in higher education from a two-year college. At SCCC, the Pre-Freshman Summer Program has historically been a valuable vehicle used to prepare students for the transition to college and to familiarize them with services available to them on campus throughout the academic year. The goal of the 2015 Summer Enrichment Program is to improve EOP students' academic preparation, develop good study habits, learn how to manage college environment and navigate within a culturally diverse college community which will result in a smoother transition to college in the fall semester.

Suffolk County Community College is a tri-campus college on the East part of Long Island serving more than 26,000 students. While facing similar challenges to other EOP students statewide, SCCC EOP students also navigate challenges related to life on an island, which at times results with particularly isolated opportunities and limited knowledge of life outside of students' immediate surroundings. Many EOP students entering SCCC, besides being underprepared academically, have never travelled out of the 15-20 miles radius of their home, high school and work, many have never been to New York City due to high cost of rail passes and remoteness of their home area in relation to public transportation, despite relative proximity to the city. As a result, when entering college, students are not prepared to manage a balancing act of college life that includes aligning class schedules, public transportation, family issues, finances, campus culture, work etc. Underdeveloped college know-how skills, underdeveloped social relationships, and feasibility of college life due to other life commitments are among key reasons of students' dropping out of college. The 2016 Summer Enrichment Program will allow students to begin learning this "balancing act."

Students will attend a 5-week program at a campus closest to their home focusing on improving their skills in mathematics, reading, English, financial literacy as well as cultural sensitivity; EOP staff will also assist students with learning about various programs and services offered at each campus and help them understand how to map out their college experience so that they can manage it successfully.
II. Program Options:

<table>
<thead>
<tr>
<th>Pre-Freshman</th>
<th>Post-Freshman</th>
<th>Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option I</td>
<td>Basic Orientation</td>
<td>5 weeks</td>
</tr>
<tr>
<td>Option II</td>
<td>Extended Orientation</td>
<td></td>
</tr>
<tr>
<td>Option III</td>
<td>Full Summer Program</td>
<td></td>
</tr>
</tbody>
</table>

III. Objectives of the program, stated in terms of specific student gains (e.g., students will become familiar with campus structure and procedures, students will learn to compose a college level paper, etc)

SCCC Summer Enrichment Program Objectives:

- To offer a 3 credit College Freshman Seminar to all students enrolled in the program and achieve 100% completion rate of the summer portion of the course by the end of the program;
- To offer non-credit remedial course offerings in math, reading, English with a goal that at least 10% of the students after completion will be no longer required to take developmental courses;
- To offer mandatory tutoring in mathematics, English and reading to all students enrolled in the program and achieve 100% attendance per subject matter;
- To offer regular opportunities within the College Freshman Seminar for students to address issues related to adjustments necessary to transition into college life (time management, learning skills, life balance between family, work and school, relationship building with people of different backgrounds, cultures, ethnicities etc.);
- To offer workshops on financial literacy, cultural sensitivity and developing an academic plan for all students enrolled into the program;
- To offer a final gathering to commend the students for the successful completion of the summer program and to facilitate a smooth transition into the upcoming fall semester;
- To transition 100% of students enrolled in the summer program into the Fall’15 semester;

IV. Profile of incoming student group, including academic indicators (SAT scores, high school averages, etc) and performance or risk indicators. If post-freshmen students are to be served, provide a description of the criteria for participation.

All students admitted to Suffolk County Community College Educational Opportunity Program must satisfy the following SCCC requirements (a need for additional academic preparation is defined by any one of the following):
- a high school average of 83 or below;
- a General Equivalency Diploma (GED) (or);
- a non-high school graduate who is admitted to SCCC through the Ability to Benefit program (or);
- placement at SCCC in one or more developmental courses (or);
- a referral from an Educational Opportunity Center within the SUNY system.

Potential for mastering college-level work is determined by a review of a student's high school record, all available test scores, and information about extracurricular activities, hobbies, community activities, job history, and any other experiences that might indicate students' potential for future success.

V. A. List of coursework and/or workshops to be offered:

- English, Math, Reading - non-credit remedial workshops
- EOP Freshman Seminar - 3 credits
- English, Math, Reading - tutoring
- Introduction to Smart Track Tool Workshop, Cultural Sensitivity Workshop

SCCC EOP Summer Enrichment Program's primary goal is to provide non-credit remedial workshops to upgrade students' academic skills in the areas of mathematics, reading, and English. The instructional modality will be lecture style/computer assisted instruction to accommodate students at different skills levels. The workshops will be facilitated by professors, professional assistants, and tutors. These workshops proved to be an effective tool in helping students fill the gaps in their preparation in the mentioned subject areas and place out of developmental courses as a result of this work or be more successful in their studies during first semester.

The College Freshman Seminar course has a designated section developed for new incoming EOP students. Students will earn 3 college credits for successful completion of the course. The EOP College Freshman Seminar component will cover the following topics:

- Transitioning to College
- Decision Making
- Computer Literacy
- Effective Study Skills
- Goal Setting
- Time Management
- General Science Review
- Campus and College Resources
- Developing an Academic Plan
- Civic Awareness
- Financial Literacy
- Cultural Sensitivity Training

B. Summary of counseling and other support services to be offered:

Counseling and advisement play a critical role in EOP pre-freshmen's adjustment to the college environment and their subsequent academic success. Individual counseling will be available for students to discuss issues of personal nature. Group counseling sessions will be available for students; the purpose of these meetings is to discuss EOP program expectations and adjustment issues, in addition to helping staff members assess students' needs during the academic year.

VI. Pertinent Policies Affecting Student Participation and Progression

All students are required to sign a contract for participation in the summer program.

1. Students are required to complete the summer program.

2. Lateness or absences two or more times during the summer program may cause a student to be removed from the EOP Program permanently.

3. If a student needs to leave early due to an emergency, they will need to notify an EOP staff/faculty member immediately.

4. Early dismissals are not allowed unless an EOP staff member has been notified, and the dismissal has been approved.
5. Classroom disruptions will not be tolerated. If disruptive behavior continues, a student will be removed from the EOP Program.

Participation in the summer program is required of all freshmen accepted prior to the start of the fall semester. A student may receive an exemption due to extenuating circumstance by the program administrator.

Students who do not meet the above requirements are re-evaluated at the end of the program and may be dismissed or placed on probationary status.

VII. A sample schedule (weekly or daily) that provides an overview of student activities.

The SCCC EOP Summer Enrichment Program will begin Tuesday, July 5, 2016 and end on Thursday, August 4, 2016.

Below is a sample schedule of a typical day of program offerings:

**Mondays - Thursdays, 8:00 am - 4:00 pm**

<table>
<thead>
<tr>
<th>Time</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00am - 8:15am</td>
<td>Breakfast/Tutoring</td>
</tr>
<tr>
<td>8:20am - 9:50am</td>
<td>Math Workshop</td>
</tr>
<tr>
<td>10:00am - 10:30am</td>
<td>Tutoring Workshop</td>
</tr>
<tr>
<td>10:40am - 12:10</td>
<td>English Workshop</td>
</tr>
<tr>
<td>12:15pm - 12:55pm</td>
<td>Lunch</td>
</tr>
<tr>
<td>1:00pm - 2:00pm</td>
<td>Reading Workshop</td>
</tr>
<tr>
<td>2:10 pm - 3:40pm</td>
<td>EOP College Freshman Seminar</td>
</tr>
</tbody>
</table>

VIII. The results of testing and evaluation carried out in the previous year.

The College Placement test was used to pre- and post-test all students enrolled in the program to assess any improvements in reading, math, and English skills as a result of student's enrollment in non-credit remedial workshops to assess their effectiveness. The results below reflect students' improvement rates per campus. On average, as a result of these workshops 30 % of students placed out of developmental courses.

**Grant Campus**

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tr>
<td>ALG</td>
<td>032</td>
<td>023</td>
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<td>065</td>
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<td>070</td>
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<td>024</td>
<td>031</td>
<td>037</td>
<td>047</td>
<td>052</td>
<td>086</td>
</tr>
</tbody>
</table>
Students' names were removed from data. On both campuses on average 23% of students placed out of developmental courses.

IX. Program Development and Growth: Briefly summarize any changes you have made in order to strengthen your program. This may include changes in or additions to program content, delivery methods, timing/duration or smaller details that you feel may add to effectiveness.

- Based on an internal assessment of the EOP program’s effectiveness during the previous year a decision was made to increase more classroom time for non-credit remedial workshops in math, English and reading.
• Cultural sensitivity training will be expanded within Freshman Seminar to increase student's awareness of cultural differences in a college environment and help them adjust to college culture.

• The College Freshman Seminar topics will be diversified to address development of global awareness skills.

• Financial literacy component will be expanded on via a workshop introducing students to Smart Track Tool.

VII. Budget and Budget Narrative: The budget request should include all costs to be paid through the requested funding and the total amount of institutional contribution by individual cost item. The request should be itemized on the Budget Summary form provided and should be supplemented with a narrative providing sufficient supporting detail to be clear.

Camp BUDGET NARRATIVE

I. Staffing

Instructors (paid by SCCC and EOP):

Five instructors with experience teaching mathematics, will be hired to provide instruction in a non-credit workshop format. The instructors will teach a daily workshop of one and a half hour, four days per week for a total of 6 hours per week during the 5 week program on 3 campuses (large cohorts will be split into two)

Three instructors with experience teaching English skills, will be hired to provide instruction in a non-credit workshop format. The instructors will teach a daily workshop of one hour a day, four days per week for a total of 4 hours per week for 5 weeks.

Three instructors with experience teaching reading, will be hired to provide reading instruction in a non-credit workshop format. The instructors will convene a daily workshop of one hour a day, four days per week for a total of 4 hours per week for 5 weeks.

Instructors (paid by SCCC):

Three instructors with freshman seminar certification, will be hired to teach the COL 141, EOP Freshman Seminar course on all three campus. (Students will get 3 college credits for the completion of this course.) Class will convene for one hour and thirty minutes, four days per week during the summer program and continue into the fall semester for one
hour per week for fifteen weeks. Instructors must have a Masters degree in counseling or related degree and will be paid at the Associate professor level.

Advisors/ Counselors (paid by SCCC):

Four advisors paid by EOP will assist students with finalizing financial aid packets, building fall schedules, monitoring attendance during the summer program and academic advisement. Advisors will be paid at the Professional Assistant rate established at the college and must have a Bachelor’s degree and experience working with EOP students.

One part-time counselor paid by EOP will interview new students for the summer program and develop a three-year academic plan. During the interview, the counselor will assess the students’ ability to benefit from the program and assist students with resolving issues that will impact their success. Counselor will assist students with initial course selection at the beginning of the summer program and any schedule adjustments after post-testing. All counselors at SCCC must have a MSW or Masters in counseling.

Tutors (paid by EOP):

Six tutors will be available to assist the students in the workshops and computer labs. The tutors will provide individual and group tutoring. All tutors will be professional tutors. Tutor’s can work 17 hours per week for 5 weeks.

College Aides

College Aides will assist staff with administrative processes and help students navigating campuses and administrative procedures on their respective campuses.

II. Room and Board

Housing:

Since Suffolk County Community College is a commuter college, housing is not available for students.

Meals (paid by EOP):
Breakfast and lunch are provided for each student each day of attendance. Students who attend the entire program will be provided with 19 breakfasts and 19 lunches. Each student will be allowed to spend up to $7 for breakfast and $10 for lunch.

III. Instructional Materials and Supplies (paid by EOP)

Books (paid by EOP):

Textbooks are required for the College Freshman Seminar as well as for the math and English workshops. Books purchased with EOP funds will be used by students during the summer program and then during fall semester.

Materials (paid by EOP):

Each student gets a backpack to hold a notebook, text book, pen, pencil, flash drive and folder.

IV. Enrichment (paid by EOP):

Transportation will be provided to attend the completion ceremony for students on all three campuses.

V. Transportation (paid by EOP):

The students who attend every session of the summer program will be given the maximum travel reimbursement amount of $95 at the end of the summer program. The transportation reimbursement will be prorated according to the number of days a student attends the summer program.
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<tr>
<th>Staffing</th>
<th>Quantity</th>
<th>Campus 1</th>
<th>EOP 1</th>
<th>Institution 1</th>
<th>Other 1</th>
<th>Total 1</th>
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<td>$9,915</td>
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<td>$11,916</td>
<td>$11,916</td>
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</table>
Memorandum

To: Iaroslava Babenchuk, Educational Opportunity Program Director
   Suffolk County Community College

From: Deirdre Clark, Associate Provost
       Office of Opportunity Programs

Date: May 11, 2016

Re: 2015-2016 Funding Adjustment

The growth in this year's budget has permitted us to raise the funding formula for the 2015-16 fiscal period. Initially, we applied an increase of 30% to last year's formula. Since then, the identification of additional resources has allowed us to, again, increase the formula by an additional $200 per student. To be clear, this year's funding formula has increased from $850 to $1050 per student. In comparing last year's per student level, this represents a 68% increase. The additional investment represents a commitment to expanding services and strengthening performance in the community college sector.

The increased funding will be available for use in academic support, summer costs for continuing and pre-freshman students and direct aid. As a reminder, funds can be expended until the expiration of the fiscal year (i.e. August 31st). In general, the increase in funding does not automatically authorize the campus to expand enrollment unless approved by the Office of Opportunity Programs.

The increase will reflect in the next payment that is scheduled to occur on June 1, 2016.

The revised 2015-16 budget for Suffolk County Community College campus is below:

  Initial Funding Level: $131,750
  Revised Funding Level: $162,750

We will address revisions to the expenditure plan with each individual campus. For now, we ask that you complete the attached form to capture the campuses' plan to expend the additional funding.

If you have any questions, you are welcome to contact the office.

c. Mr. Belcher
   Ms. Hamler-Cadet

To Learn
To Search
To Serve

the Power of SUNY
Educational Opportunity Program
Community Colleges
Plan to Expend Additional Funding
2015-2016

<p>| | |</p>
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EOP Director Signature: [Signature]

Campus: Suffolk County Community College

Date: 08/09/2016

Note: Plans to expend funds in the area of counseling/personnel must be approved by the Office of Opportunity Programs.
MEMORANDUM

To: Iaroslava Babenchuk, Educational Opportunity Program Director
   Suffolk County Community College

From: Evonne Hamler-Cadet, Associate
      Office of Opportunity Programs

Subject: 2016 EOP Summer Approval

Date: June 27, 2016

We are pleased to inform Suffolk County Community College that the 2016 pre-freshman summer program proposal has been approved with changes.

Your proposal for programming during summer 2016 has been approved as shown below:

- Program Type/Length: Full-5 Weeks
- Number of students: 70
- Funding Amount: $75,165

As a reminder, the five-year community college agreement allows us to make additions that do not exceed the amount stated in the agreement. Therefore, an amendment to the contract is not required.

Payment has been processed and the funds should arrive soon. We expect that you will work with the campus business officer to ensure summer funding is applied exclusively for Educational Opportunity Program students.

To ensure clarity, a copy of the approved budget detail is attached. It is important that you notify us as quickly as possible if you anticipate any significant deviations from the approved budget categories and amounts.

cc. Ms. Clark
    Mr. Belcher
    Campus Business Officer
    Program Supervisor
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To: Jon Schneider, Deputy County Executive
From: Gail Vizzini, Vice President for Business & Financial Affairs
Date: August 18, 2016
Subject: Request for a Resolution Accepting and Appropriating a Grant Award Amendment for a Suffolk County Community College Program

Enclosed are the application and requisite forms to request acceptance and appropriation of a grant award amendment for a program at Suffolk County Community College.

Proposal _____ Grant Award Amendment _____ Subcontract _____

Project Name: Education Opportunity Program (EOP)
Funding Source: The State University of New York
Amount of Grant: $ 53,462
Full Time Positions: None

Please contact Henrietta Ytuarte at 631-451-4124 if there are any questions regarding this request.

An e-mail version of the resolution was sent to CERESOREVIEW:
File names: Reso-SCCC-EOP Amend Award 16.docx
Backup-SCCC-EOP Amend Award 16.docx 175A.docx

Cc: Iaroslava Babenchuk, Associate Dean, Academic Affairs
   Sherri Stewart, Assistant Director of EOP
   John Bullard, Jr., Associate Dean for Financial Affairs
   Mary Lou. Araneo, Vice President for Institutional Advancement
RESOLUTION NO. – 2016 ACCEPTING AND APPROPRIATING A GRANT SUB-AWARD AMENDMENT FROM THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK, STONY BROOK UNIVERSITY, THE PRIME RECIPENT OF A GRANT AWARD FROM THE NATIONAL INSTITUTE OF GENERAL MEDICAL SCIENCES, FOR A PROJECT ENTITLED, "BIOPREP: BIOLOGY PARTNERSHIP IN RESEARCH AND EDUCATION PROGRAMS", 100% REIMBURSED BY FEDERAL FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE

WHEREAS, the 2015-2016 College operating budget provides $27,019 from The Research Foundation for The State University of New York, Stony Brook University, the prime recipient of a grant award from the National Institute of General Medical Sciences, for a project entitled, "BioPREP: Biology Partnership in Research and Education Programs", for the period of May 1, 2016 through April 30, 2017; and

WHEREAS, the grant sub-award has been increased by $7,629, bringing the total amount of the grant award to $34,648; and

WHEREAS, the grant sub-award will provide additional funds allocated for release time for the project director whose primary responsibility is to recruit SCCC students for the BioPREP summer program.

WHEREAS, the remainder of funds will be used to purchase laboratory supplies, printing and distribution of recruitment materials, and travel costs to attend meetings; and

WHEREAS, it is necessary to amend the 2015-2016 College operating budget in the amount of $7,629 to provide for the increase of the grant sub-award; and

WHEREAS, the Board of Trustees of Suffolk County Community College accepted the amendment to the 2015-16 College operating budget for the increase to the grant sub-award in the amount of $7,629 on August 18, 2016 by Resolution No. 2016.61; and

WHEREAS, the College anticipates spending the increase in the grant sub-award in the amount of $7,629 including indirect costs, in accordance with the terms of said grant sub-award before April 30, 2017; now therefore be it

RESOLVED, that said 2015-2016 College operating budget be amended to reflect the increase to the grant sub-award, from The Research Foundation for The State University of New York, Stony Brook University, the prime recipient of a grant award from the National Institute of General Medical Sciences, for a project entitled "BioPREP: Biology Partnership in Research and Education Programs", in the amount of $7,629, including $2,139 indirect costs and said amount be accepted and appropriated for the operation of the program as follows:

REVENUES:
Federal Grant: BioPREP:
GC10-GC1016-544217-G000

AMOUNT:
$7,629

APPROPRIATIONS:
BioPREP 15-16: GC10-GC1016

AMOUNT:
$5,490
Suffolk County Community College
BioPREP
GC10-GC1016

611000-Personal Services
   611570-Full Time Overload

   $ 35
    35

628000-Employee Benefits
   628330-Social Security

   $  3
    3

713000-Supplies & Materials
   713100-Instructional Supplies

   $5,452
   5,452

DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County

Date:
TITLE OF BILL: Accepting and Appropriating a Grant Sub-award Amendment from The Research Foundation for The State University of New York, Stony Brook University, the Prime Recipient of a Grant Award from the National Institute of General Medical Sciences, for a Project Entitled, "BioPREP: Biology Partnership in Research and Education Programs", 100% Reimbursed by Federal Funds at Suffolk County Community College

PURPOSE OR GENERAL IDEA OF BILL: To accept and appropriate a grant sub-award amendment, in the amount of $7,629 from The Research Foundation for The State University of New York, Stony Brook University, the prime recipient of a grant award from the National Institute of General Medical Sciences, for a project entitled "BioPREP: Biology Partnership in Research and Education Programs", during the 2015-2016 through the 2016-2017 fiscal year.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will increase the budget for Suffolk County Community College by accepting and appropriating the grant sub-award amendment from The Research Foundation for The State University of New York, Stony Brook University, the prime recipient of a grant award from the National Institute of General Medical Sciences, in the amount of $7,629 including indirect costs, for a project entitled "BioPREP: Biology Partnership in Research and Education Programs".

JUSTIFICATION: This grant sub-award amendment provides additional funds allocated for release time for the project director whose primary responsibility is to recruit SCCC students for the BioPREP summer program. The remainder of the funds will be used to purchase laboratory supplies, printing and distribution of recruitment materials, and travel costs to attend meetings.

FISCAL IMPLICATIONS: None
**STATEMENT OF FINANCIAL IMPACT**
**OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. **Type of Legislation**
   
   Resolution **X**  
   Local Law _____  
   Charter Law _____

2. **Title of Proposed Legislation**
   Accepting and Appropriating a Grant Sub-award Amendment from The Research Foundation for The State University of New York, Stony Brook University, the Prime Recipient of a Grant Award from the National Institute of General Medical Sciences, for a project entitled, "BioPREP: Biology Partnership in Research and Education Programs", 100% Reimbursed by Federal Funds at Suffolk County Community College

3. **Purpose of Proposed Legislation**
   To accept and appropriate an amendment to the 2015-2016 College operating budget in the amount of $7,629 including indirect costs, from The Research Foundation for The State University of New York, Stony Brook University, the prime recipient of a grant award from the National Institute of General Medical Sciences, for a project entitled, "BioPREP: Biology Partnership in Research and Education Programs", at Suffolk County Community College during the 2015-2016 through the 2016-2017 fiscal year.

4. **Will the Proposed Legislation Have a Fiscal Impact?**  
   Yes ____  
   No **X**

5. **If the answer to item 4 is "yes," on what will it impact?**
   (Circle appropriate category)
   
   County **X**  
   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**
   The amendment to the 2015-2016 College operating budget will provide $7,629 from The Research Foundation for The State University of New York, Stony Brook University, the prime recipient of a grant award from the National Institute of General Medical Sciences, for a project entitled, "BioPREP: Biology Partnership in Research and Education Programs", during the 2015-2016 through the 2016-2017 fiscal year.

7. **Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdiv.**  
   Not Applicable

8. **Proposed Source of Funding:**
   National Institute of General Medical Sciences
   Prime Recipient: The Research Foundation for The State University of New York, Stony Brook University

9. **Timing of Impact:**
   May 1, 2016 through April 30, 2017

10. **Name & Title of Preparer**
    Henrietta Yuarte  
    Accountant

11. **Signature of Preparer**

12. **Date**
    August 11, 2016

SCIN FORM 175b (10/95)
RESOLUTION NO. 2016.61 - AMENDING THE COLLEGE BUDGET FOR PARTICIPATION IN A PROJECT ENTITLED “BIOPREP: BIOLOGY PARTNERSHIP IN RESEARCH AND EDUCATIONAL PROGRAMS”

WHEREAS, the 2015-2016 College operating budget provided $27,019 in anticipation of a grant sub-award from the Research Foundation for SUNY/National Institute of General Medical Sciences for participation in a project entitled “BioPREP: Biology Partnership in Research and Educational Programs,” and

WHEREAS, the grant sub-award includes an additional amount of $7,629, which includes indirect costs, increasing the grant award to $34,648, and

WHEREAS, the additional funds will be allocated to release time for the project director whose primary responsibility is to recruit students of the College for the BioPREP summer program, and the remainder of the funds will be used to purchase laboratory supplies, and for printing, distribution of recruitment material, and travel costs to attend meetings, and

WHEREAS, it is necessary to amend the 2015-2016 College operating budget to reflect the increase in this grant sub-award, be it therefore

RESOLVED, that the 2015-2016 College operating budget be amended to reflect an increase in the amount of $7,629, including indirect costs, from the Research Foundation for SUNY/National Institute of General Medical Sciences for participation in a program entitled “BioPREP: Biology Partnership in Research and Educational Programs,” and be it further

RESOLVED, that the College President, or his designee, is authorized and empowered to execute any necessary documentation, including a contract amendment, in such form as shall be approved by the College General Counsel, reflecting the increase in the grant award for participation in a project entitled “BioPREP: Biology Partnership in Research and Educational Programs.”

Project Director: Rosa Gambier
Note: No full-time positions

Bryan Lilly
Secretary
FDP Cost Reimbursement Research Subaward Agreement

Pass-through Entity (PTIE): The Research Foundation for The State University of New York
Subrecipient: Suffolk County Community College

PTE Principal Investigator (PI): Dr. Daniel Moloney
Subrecipient Principal Investigator (PI): Dr. Rosea Gambler

PTE Federal Award No.: R25GM050070-14
FAIN: R25GM050070
Federal Awarding Agency: NIGMS
Project Title: BiOREP: Biology Partnership in Research and Education Program

Subaward Period of Performance:
Start: May 1, 2016
End: Apr 30, 2017

Amount Funded This Action: $34,648.09
Subaward No.: 74678

Estimated Project Period (If Incrementally funded):
Start: Incrementally Estimated Total: Incrementally
End: Estimated

Check all that apply: "
☑ Reporting Requirements (Attachment 4) Subject to FFATA (Attachment 3)
☑ Cost Sharing (Attachment 5)"

Terms and Conditions

1) PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one) ☑ as specified in Subrecipient's proposal dated as shown in Attachment 5, in its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.

2) PTE shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3A.

3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachments 3A, NOT LATER THAN 30 days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient. PTE reserves the right to reject an invoice, in accordance with 2 CFR 200.308.

5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements."

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.

7) Substantive changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A and 3B. The PTE may issue non-substantive changes to the Period of Performance (check one) ☑ Unilaterally. Unilateral modifications shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient.

8) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

9) Either party may terminate this subaward with thirty days written notice to the appropriate party's Authorized Official Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 48 CFR Part 75 Appendix IX, "Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals, as applicable.

10) No-cost extensions require the approval of the PTE. Any requests for a no-cost extension should be addressed to and received by the Authorized Official Contact, as shown in Attachments 3A, not less than 30 days prior to the desired effective date of the requested change.

11) The Subaward is subject to the terms and conditions of the PTE Award and other special terms and conditions, as identified in Attachment 2.

12) By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances shown in Attachments 1 and 2.

13) Research Terms & Conditions - RESERVED

By an Authorized Official of Pass-through Entity:
Name: Anne DePietro
Title: Contracts Administrator
Date: 6/13/16

By an Authorized Official of Subrecipient:
Name: Dr. Shaun L. McKay
Title: President
Date: 6/10/16

FDP Version 3.27.15
Attachment 1
Research Subaward Agreement
Certifications and Assurances

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Audit and Access to Records

Subrecipient certifies by signing this Subaward Agreement that it complies with the Uniform Guidance, will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by parts 200.501 - 200.521, and will provide access to records as required by parts 200.336, 200.337 and 200.201 as applicable.

Export Controls

This Subaward Agreement shall be subject to all applicable government export and import laws and regulations. The parties agree to comply and reasonably assist the other party, upon request by that party, in complying with all applicable government export and import laws and regulations. The parties
acknowledge that they may not directly or indirectly export, re-export, distribute or transfer any
technology, information or materials of any value to any nation, individual or entity that is prohibited or
restricted by the International Traffic in Arms Regulation (ITAR), the Export Administration Regulations
(EAR), the Office of Foreign Assets Controls (OFAC), the United States Department of State's State
Sponsors of Terrorism, or by any other United States government agency without first obtaining the
appropriate license.

Subrecipient confirms that the confidential information it discloses does not contain export controlled
technology or technical data identified on any US export control list, including but not limited to the
Commerce Control List (CCL) at 15 CFR 774 and the US Munitions List (USML) at 22 CFR 121. In the
event Subrecipient intends to provide FTE's Project Director with export controlled information,
Subrecipient will inform FTE's Administrative Contact in writing thirty (30) days prior to the release of
export controlled technology or technical data. Subrecipient agrees not to provide any export controlled
information to FTE's Project Director, or others at FTE or the State University of New York without the
written agreement of FTE's Administrative Contact. If the U.S. Government imposes a fine or penalty
upon FTE due to Subrecipient's failure to notify the FTE as described above, Subrecipient will indemnify
and hold FTE harmless from any resulting fines and penalties from such omission.
Attachment 2
Research Subaward Agreement
Prime Award Terms and Conditions
NIH

Agency-Specific Certifications/Assurances

1. By signing this Research Subaward Agreement Subrecipient makes the certifications and assurances specified in the Research Terms and Conditions Subchapter D found at: (RESERVED)

General terms and conditions (as of the effective date of this Research Subaward Agreement):

1. Conditions on activities and restrictions on expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the NIH Award Conditions website:

2. 45 CFR Part 75.

3. The NIH Grants Policy Statement, including addenda in effect as of the beginning date of the period of performance.

4. Interim Research Terms and Conditions found at:
   a. The right to initiate an automatic one-time extension of the end date provided by Article 25(o)(2) of the Research Terms and Conditions is replaced by the need to obtain prior written approval from the Pass-through Entity;
   b. The payment mechanism described in Article 22 and the financial reporting requirements in Article 52 of the Research Terms and Conditions and Article 8 of the Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward Agreement; and
   c. Any prior approvals are to be sought from the Pass-through Entity and not the Federal Awarding Agency.

5. Title to equipment costing $5,000 or more that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall unconditionally vest in the Subrecipient upon acquisition without further obligation to the Federal Awarding Agency subject to the conditions specified in Article 34(c) of the Research Terms and Conditions.

6. Treatment of Program Income: ☑ Additive ☐ Other, Pass-through Entity specify alternative from NIH Agreement

NIH-Specific Requirements Promoting Objectivity in Research Applicable to Subrecipients (42 CFR Part 50 Subpart F)

a) 42 CFR Part 50. 604 requires that institutions conducting PHS-funded research "Maintain an up-to-date, written, enforced policy on financial conflicts of interest." Further, "If the institution carries out the PHS-funded research through a subrecipient (e.g., subcontractors or consortium members), the institution (awardee institution) must take reasonable steps to ensure that any subrecipient investigator complies with this subpart by incorporating as part of a written agreement with the subrecipient terms that establish whether the financial conflicts of interest policy of the awardee institution or that of the subrecipient will apply to the subrecipient's investigators."

Subrecipient must designate herein whether the financial conflicts of interest policy of ______ Pass-through Entity Institution, or ______ Subrecipient Institution (check one) will apply. If applying its own financial conflicts of interest policy, by execution of this Subaward Agreement, Subrecipient Institution certifies that its policy complies with 42 CFR Part 50.

b) Subrecipient shall report any financial conflict of interest to Pass-through Entity's Administrative Representative, as designated on Attachment 3A. Any financial conflicts of interest identified shall subsequently be reported to NIH. Such report shall be made before expenditure of funds authorized in this Subaward Agreement and within 45 days of any subsequently identified financial conflict of interest.

June 2015 FDP
Special terms and conditions:

1. Copyrights
   Subrecipient _X_ grants / ___ shall grant (check one) to Pass-through Entity an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet Pass-through Entity's obligations to the Federal Government under its Prime Award.

2. Data Rights
   Subrecipient grants to Pass-through Entity the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet Pass-through Entity's obligations to the Federal Government under its Prime Award.

3. Automatic Carry Forward: [___X_] Yes [_____] No
   (If No, Carry Forward requests must be sent to Pass-through Entity's contact, as shown in Attachment 3)

4. In accordance with 48 CFR 3.908 Pilot Program for Enhancement of Contractor Employee Protections. Subrecipient is hereby notified that they are required to:
   a. Inform their employees working on any Federal award that they are subject to the whistleblower rights and remedies of the pilot program;
   b. Inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and;
   c. Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee

5. All applicable GM Special Terms and Conditions as found in Section IV of the attached Notice of Grant Award Issued to PTE.
RESEARCH EDUCATION PROJECT
Department of Health and Human Services
National Institutes of Health

NATIONAL INSTITUTE OF GENERAL MEDICAL SCIENCES

Grant Number: 4R25GM050070-16
FAIN: R25GM050070

Principal Investigator(s):
DANIEL J. MOLONEY, PHD

Project Title: BioPREP: Biology Partnership in Research and Education Program

Velesz, Laureen
Grants Administrator
W5510 Melville Library
Stony Brook University
Stony Brook, NY 11794-3365

Award e-mailed to: OSP@stonybrook.edu

Period Of Performance:
Budget Period: 05/01/2016 – 04/30/2017
Project Period: 09/01/1993 – 04/30/2018

Dear Business Official:

The National Institutes of Health hereby awards a grant in the amount of $356,308 (see “Award Calculation” in Section I and “Terms and Conditions” in Section III) to SUNY Research Foundation in support of the above referenced project. This award is pursuant to the authority of 42 USC 241 42 CFR 52 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Acceptance of this award including the “Terms and Conditions” is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

Each publication, press release, or other document about research supported by an NIH award must include an acknowledgment of NIH award support and a disclaimer such as “Research reported in this publication was supported by the National Institute Of General Medical Sciences of the National Institutes of Health under Award Number R25GM050070. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institutes of Health.” Prior to issuing a press release concerning the outcome of this research, please notify the NIH awarding IC in advance to allow for coordination.

Award recipients must promote objectivity in research by establishing standards that provide a reasonable expectation that the design, conduct and reporting of research funded under NIH awards will be free from bias resulting from an Investigator’s Financial Conflict of Interest (FCOI), in accordance with the 2011 revised regulation at 42 CFR Part 50 Subpart F. The Institution shall submit all FCOI reports to the NIH through the eRA Commons FCOI Module. The regulation does not apply to Phase I Small Business Innovative Research (SBIR) and Small Business Technology Transfer (STTR) awards. Consult the NIH website http://grants.nih.gov/grants/policy/coi/ for a link to the regulation and additional important information.

If you have any questions about this award, please contact the individual(s) referenced in Section IV.

Sincerely yours,
Lori Burge
Grants Management Officer
NATIONAL INSTITUTE OF GENERAL MEDICAL SCIENCES

Additional information follows
SECTION I – AWARD DATA – 4R25GM050070-16

Award Calculation (U.S. Dollars)
Salaries and Wages  $210,343
Fringe Benefits  $26,488
Personnel Costs (Subtotal)  $236,841
Consultant Services  $3,881
Materials & Supplies  $13,973
Travel  $32,603
Other  $3,881
Subswards/Consortium/Contractual Costs  $41,833

Federal Direct Costs  $333,012
Federal F&A Costs  $23,294
Approved Budget  $356,306
Total Amount of Federal Funds Obligated (Federal Share)  $356,306
TOTAL FEDERAL AWARD AMOUNT  $356,306

AMOUNT OF THIS ACTION (FEDERAL SHARE)  $356,306

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Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

Fiscal Information:
CFDA Name: Biomedical Research and Research Training
CFDA Number: 93.859
EIN: 1146013200F7
Document Number: RGM050070H
PMS Account Type: P (Subaccount)
Fiscal Year: 2016

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Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project

NIH Administrative Data:
PCC: T111NS / OC: 415E / Released: BURGEL 05/09/2016
Award Processed: 05/10/2016 12:05:38 AM

SECTION II – PAYMENT/HOTLINE INFORMATION – 4R25GM050070-16

For payment and HHS Office of Inspector General Hotline information, see the NIH Home Page at http://grants.nih.gov/grants/policy/awardconditions.htm

SECTION III – TERMS AND CONDITIONS – 4R25GM050070-16

This award is based on the application submitted to, and as approved by, NIH on the above-titled project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. Conditions on activities and expenditure of funds in other statutory requirements, such as those included in appropriations acts.
c. 45 CFR Part 75.
d. National Policy Requirements and all other requirements described in the NIH Grants...
Policy Statement. Including addenda in effect as of the beginning date of the budget period.

- Federal Award Performance Goals: As required by the periodic report in the RPPR or in the final progress report when applicable.
- This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

(See NIH Home Page at http://grants.nih.gov/grants/policy/awardconditions.htm for certain references cited above.)

Research and Development (R&D): All awards issued by the National Institutes of Health (NIH) meet the definition of “Research and Development” at 45 CFR Part § 75.2. As such, auditors should identify NIH awards as part of the R&D cluster on the Schedule of Expenditures of Federal Awards (SEFA). The auditor should test NIH awards for compliance as instructed in Part V, Clusters of Programs. NIH recognizes that some awards may have another classification for purposes of indirect costs. The audit is not required to report the disconnect (i.e., the award is classified as R&D for Federal Audit Requirement purposes but non-research for indirect cost rate purposes), unless the auditee is charging indirect costs at a rate other than the rate(s) specified in the award document(s).

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase VI Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots.

This award was issued as a non-competing continuation with a change in document number. This change was made solely to accommodate the HHS mandate to transition award payments to Payment Management System (PMS) subaccounts. Expenses for the project period should be treated as if this were a non-competing continuation award (e.g., Type 5). A Subaccount Transitional Federal Financial Report (FFR) is required for the previous budget periods to complete the transition. Recipients must use the SF-425 as they would for an interim or annual FFR and enter “Subaccount Transitional FFR” in box 12. This report covers grant funds in the pooled account and is used by NIH to end the grant’s association with the pooled PMS payment account and transition award payments to the PMS subaccount established for the grant, including transferring any carryover funds and unliquidated obligations remaining in the pooled account. It is due within 90 days of the end of the calendar quarter in which the last budget period prior to this NoA ended. For more information, please refer to Notice NOT-OD-15-105.

An unobligated balance may be carried over into the next budget period without Grants Management Officer prior approval.

This grant is subject to Streamlined Noncompeting Award Procedures (SNAP).

This award is subject to the requirements of 2 CFR Part 25 for institutions to receive a Dun & Bradstreet Universal Numbering System (DUNS) number and maintain an active registration in the System for Award Management (SAM). Should a consortium/subaward be issued under this award, a DUNS requirement must be included. See http://grants.nih.gov/grants/policy/awardconditions.htm for the full NIH award term implementing this requirement and other additional information.

This award has been assigned the Federal Award Identification Number (FAIN) R25GM050070. Recipients must document the assigned FAIN on each consortium/subaward issued under this award.

This award is not subject to the Transparency Act subaward and executive compensation reporting requirement of 2 CFR Part 170.

In accordance with P.L. 110-161, compliance with the NIH Public Access Policy is now mandatory. For more information, see NOT-OD-08-033 and the Public Access website: http://publicaccess.nih.gov/.
In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than $10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awarding Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75. This term does not apply to NIH fellowships.

Treatment of Program Income:
Additional Costs

SECTION IV – GM Special Terms and Conditions – 4R25GM080070-16

1. This award is issued in accordance with the NIH fiscal policies described in NIH Guide Notice NOT-OD-16-046.

2. Bridges to the Baccalaureate: This grant should be administered in accordance with the guidelines described in the BRIDGES TO THE BACCALAUREATE Program Announcement (PAR-12-277) available at: http://grants.nih.gov/grants/guide/pa-files/PAR-12-277.html

These guidelines are in addition to the standard terms and conditions referenced in Section III of this Notice of Award. For additional information on this program, including training materials and answers to frequently asked questions, please visit the NIGMS Division of Training, Workforce Development, and Diversity (TWD) website: http://www.nigms.nih.gov/Training/Pages/default.aspx

3. RESTRICTION: This and future year awards provide funding to support the following number of participants:

Undergraduate: 16

The grantee may not appoint more than the approved number of participants unless prior approval is first obtained from NIGMS.

4. OTHER PROGRAM REQUIREMENTS: The policies as stated in the NIH Grants Policy Statement (for research grants) and the Program Announcement referenced above must be followed. Key elements include, but are not limited to:

Allowable/Unallowable Costs: The Program Announcement referenced above includes detailed information on appropriate charges, limitations on personnel effort and compensation, and specific items of cost that are unallowable.

Rebudgeting: Funds for the direct support of student participants provided in this award (i.e., salaries, fringe benefits, tuition/fees, and student travel) are restricted and may not be rebudgeted without the prior written approval of NIGMS. However, any unused student participant funds carried forward into the next budget period are unrestricted and may be rebudgeted within the limitations set for in the NIH Grants Policy Statement, the Program Announcement referenced above, and the terms and conditions of this Notice of Award.

Student Qualifications: It is the responsibility of the grantee institution to monitor the qualifications of students prior to their participation in the program. A student participant must be a citizen, a non-citizen national, or have been lawfully admitted for permanent residence. A non-citizen national is a person who, although not a citizen of the United States, owes permanent allegiance to the U.S. They are generally persons born in lands that are not States, but are under U.S. sovereignty, jurisdiction, or administration (e.g., American Samoa). An individual lawfully admitted
for permanent residence must possess a Permanent Resident Card (I-551) prior to appointment on the grant. Individuals on temporary visas are not eligible for support.

**Participant Monitoring:** Grantees must have a system in place for monitoring student progress including their retention, transfer, and successful completion of their degree(s), if applicable.

**Human Subjects/Vertebrate Animal Research:** It is understood that no trainee will be permitted to work on any project involving live vertebrate animals or human subjects that has not been approved by the IACUC and/or IRB, as appropriate. If any trainee undertakes a project that includes human subject research studies, these must conform to the NIH policies on the inclusion of women, minorities, and children in study populations.

**Unobligated Balances:** As indicated in Section III of this Notice of Award, an unobligated balance may be carried over into the next budget period without Grants Management Officer prior approval; however, NIH/GMS staff reserves the right to make budgetary reductions to award commitments in cases where recipients have accrued excessively large unobligated balances.

**Student Appointments:** All student participants must be appointed through the NIH/GMS CareerTrac System in accordance with NIH Guide Notice NOT-OD-14-117 available at http://grants.nih.gov/grants/guide/notice-files/NOT-GM-14-117.html.

Additional information on CareerTrac can be found on the CareerTrac website: https://careertrac.niehs.nih.gov/about.asp

5. This award includes funds awarded for consortium activity with Nassau Community College, Suffolk County Community College and Queensborough Community College. Recommended levels in future years also include cost for this purpose. Consortia are to be established and administered as described in the NIH Grants Policy Statement (NIH GPS). The referenced section of the NIH GPS is available at: http://grants.nih.gov/grants/policy/nihgps_2013/nihgps_ch15.htm#Toc271265264

6. None of the funds in this award shall be used to pay the salary of an individual at a rate in excess of the applicable salary cap. Current salary cap levels can be found at the following URL: http://grants1.nih.gov/grants/policy/salcap_summary.htm

**SECTION V - NIGMS CONTACTS**

The NIGMS WWW home page is at http://www.nigms.nih.gov

**STAFF CONTACTS**

The Grants Management Specialist is responsible for the negotiation, award and administration of this project and for interpretation of Grants Administration policies and provisions. The Program Official is responsible for the scientific, programmatic and technical aspects of this project. These individuals work together in overall project administration. Prior approval requests (signed by an Authorized Organizational Representative) should be submitted in writing to the Grants Management Specialist. Requests may be made via e-mail.

**Grants Management Specialist:** Justin Rosenzweig  
Email: rosenzweig@mail.nih.gov  Phone: 301-594-0188  Fax: 301-480-2554

**Program Official:** Mercedes Rubio

**SPREADSHEET SUMMARY**

**GRANT NUMBER:** 4R25GM050070-16

**INSTITUTION:** SUNY Research Foundation

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### Pass-through Entity (PTE)

<table>
<thead>
<tr>
<th>Name:</th>
<th>The Research Foundation for The State University of New York</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Office of Sponsored Programs, Stony Brook University</td>
</tr>
<tr>
<td>City:</td>
<td>Stony Brook</td>
</tr>
<tr>
<td>State:</td>
<td>NY</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>11794-3362</td>
</tr>
</tbody>
</table>

### PTE Administrative Contact

<table>
<thead>
<tr>
<th>Name:</th>
<th>Anne DePietri</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>The Research Foundation for The State University of New York, Office of Sponsored Programs, Stony Brook University</td>
</tr>
<tr>
<td>City:</td>
<td>Stony Brook</td>
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<td>State:</td>
<td>NY</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>11794-3362</td>
</tr>
<tr>
<td>Telephone:</td>
<td>631-632-9949/4702</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:annette.depietri@stonybrook.edu">annette.depietri@stonybrook.edu</a></td>
</tr>
</tbody>
</table>

### PTE Principal Investigator (PI)

<table>
<thead>
<tr>
<th>Name:</th>
<th>Daniel Moloney</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Center for Science and Math Education, Life Sciences, Room 092, Stony Brook University</td>
</tr>
<tr>
<td>City:</td>
<td>Stony Brook</td>
</tr>
<tr>
<td>State:</td>
<td>NY</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>11794-5233</td>
</tr>
<tr>
<td>Telephone:</td>
<td>631-632-9750</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:daniel.moloney@stonybrook.edu">daniel.moloney@stonybrook.edu</a></td>
</tr>
</tbody>
</table>

### PTE Financial Contact

<table>
<thead>
<tr>
<th>Name:</th>
<th>Stephanie Ammann</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>The Research Foundation for The State University of New York, Office of Grants Management, Stony Brook University</td>
</tr>
<tr>
<td>City:</td>
<td>Stony Brook</td>
</tr>
<tr>
<td>State:</td>
<td>NY</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>11794-3366</td>
</tr>
<tr>
<td>Telephone:</td>
<td>631-632-9071</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:stephanie.ammann@stonybrook.edu">stephanie.ammann@stonybrook.edu</a></td>
</tr>
</tbody>
</table>

Emailed Invoices preferred: **X** Yes or No

Invoice E-mail (if different to financial contact): sbu_subrecipient_invoice@stonybrook.edu

If invoices should not be e-mailed: send invoices to address above? **☐** Yes or **☐** No If no, enter address below.

Invoice Address (if different to Financial Contact):

### PTE Authorized Official

<table>
<thead>
<tr>
<th>Name:</th>
<th>Anne DePietri</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>The Research Foundation for The State University of New York, Office of Sponsored Programs, Stony Brook University</td>
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<tr>
<td>City:</td>
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<td>11794-3362</td>
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<tr>
<td>Telephone:</td>
<td>631-632-9949/4702</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:annette.depietri@stonybrook.edu">annette.depietri@stonybrook.edu</a></td>
</tr>
<tr>
<td>Central E-mail:</td>
<td><a href="mailto:OSP_Contracts@stonybrook.edu">OSP_Contracts@stonybrook.edu</a></td>
</tr>
</tbody>
</table>

FOP version 2-18-2016
Attachment 3B
Research Subaward Agreement
Subrecipient Contacts

Subrecipient Place of Performance
Name: Suffolk County Community College
Address: 533 College Road
City: Selden
State: NY
Zip Code: 11784
EIN No.: 26-3415339
Institution Type: Public/State Controlled Inst. of Higher Education

Is Subrecipient currently registered in SAM.gov? ☑ Yes ☐ No
Is Subrecipient exempt from reporting compensation? ☑ Yes ☐ No

DUNS No.: 068017615
Parent DUNS No.: 
Congressional District: NY-01/2/3

Subrecipient Administrative Contact
Name: William Troy Tucker
Address: Office of Grants Development, 533 College Road, NFL 12
City: Selden
State: NY
Zip Code: 11784
Telephone: 631-451-4760
E-mail: tuckern@sunysuffolk.edu

Subrecipient Principal Investigator (PI)
Name: Rosa Gambier
Address: Professor of Biology, 533 College Road, William J Lindsay Life Sciences Building - 304
City: Selden
State: NY
Zip Code: 11784
Telephone: 631-451-4641
E-mail: gambier@sunysuffolk.edu

Subrecipient Financial Contact
Name: Henrietta Yuarth
Address: Office of Business and Financial Affairs, 533 College Road, NFL 232
City: Selden
State: NY
Zip Code: 11784

Is this the remittance address? ☑ Yes ☐ No
If no, enter address below.
Remittance Address (If different to Financial Contact):
Telephone: 631-451-4124
E-mail: yuarth@sunysuffolk.edu

Central E-mail:

Subrecipient Authorized Official
Name: Shaun L. McKay
Address: President, 533 College Road, NFL 237
City: Selden
State: NY
Zip Code: 11784
Telephone: 631-451-4736
E-mail: mckays@sunysuffolk.edu

Central E-mail:

FDP version 2-18-2016
Attachment 4
Research Subaward Agreement
Reporting Requirements

Subrecipient agrees to the following:

☐ A Final technical/progress report will be submitted to the Pass-through Entity's Principal Investigator identified in Attachment 3 within 90 days after the end of the period of performance.

☐ Monthly technical/progress reports will be submitted to the Pass-through Entity's Financial Contact identified in Attachment 3, within 90 days of the end of the month.

☐ Quarterly technical/progress reports will be submitted within thirty (30) days after the end of each project quarter to the Pass-through Entity's Administrative Contact identified in Attachment 3.

☐ Technical/progress reports on the project as may be required by Pass-through Entity's Administrative Contact in order that Pass-through Entity may be able to satisfy its reporting obligations to the Federal Awarding Agency.

☑ Annual technical/progress reports will be submitted within 90 days prior to the end of each project period to the Pass-through Entity's Administrative Contact identified in Attachment 3. Such report shall also include a detailed budget for the next budget period; updated Other Support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

☑ In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's Financial Contact identified in Attachment 3A within 90 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Awarding Agency specific forms to the PTE's Principal Investigator identified in Attachment 3A within 60 days of the end of the period of performance so that it may be included with the PTE's final invention report to the Awarding Agency. A negative report is not required.

☐ A Certification of Completion, in accordance with 2 CFR 200.201(b)(3), will be submitted within 90 days after the end of the project period to the Pass Through Entity's Administrative Contact identified in Attachment 3 (for Fixed Price subawards only.)

☐ Property Inventory Report; frequency, type, and submission instructions listed here and only to be used when required by PTE Federal Award.

Other Special Reporting Requirements
Attachment 5
Cost Reimbursement Research Subaward Agreement

Statement of Work
Below [ ] or ☑ Attached 1 pages
If award is FFATA eligible and SOW exceeds 4000 characters, include a Subrecipient Federal Award Project Description

Cost Sharing:
☐ Yes, Amount $  ☑ No

Budget Information
Below [ ] or ☑ Attached 1 pages

Indirect Cost Rate (IDC) Applied 0.00% on ☐ TDC, ☐ MTDC, or ☐ other
☐ Check here if using the de minimis rate of 10 %

Direct Costs  Indirect Costs  Total Costs
$31,186  $3,462  $34,648

FDP Version 1.29.2016
SCOPE OF WORK

As the Coordinator for the BioPREP Program at Suffolk County Community College (SCCC), funds are allocated for release time for grant related activities for Dr. Rosa Gambier. Dr. Gambier's primary responsibility is to recruit SCCC students for the BioPREP summer program.

The remainder of the funds are used to purchase laboratory supplies. Travel costs are also budgeted for funds to attend meetings.
<table>
<thead>
<tr>
<th></th>
<th>months</th>
<th>base</th>
<th>% effort</th>
<th>fb rate</th>
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<td></td>
<td></td>
<td></td>
<td>$34,648</td>
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</table>
ATTACHMENT 6 - INVOICE

BILL TO: The Research Foundation for SUNY Office of Grants Management Stony Brook University Stony Brook, NY 11794-3366 sbu_subrecipient_invoice@stonybrook.edu

Invoice #: Invoice Date: Contract/Award#: Federal ID #:

Indicate Contract / Award # in subject line

Contract Term:
Start Date: [___] End Date: [___]

Period Covered By This Invoice:
From: [___] To: [___]

<table>
<thead>
<tr>
<th>EXPENDITURES</th>
<th>BUDGETED</th>
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<tr>
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<td>FRINGE BENEFITS</td>
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<td>EQUIPMENT</td>
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<tr>
<td>MATERIALS</td>
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<tr>
<td>PUBLICATION COSTS</td>
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<tr>
<td>OTHER (Specify)</td>
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<tr>
<td>TUITION</td>
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<tr>
<td>F&amp;A base %</td>
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</tbody>
</table>

TOTALS
LESS ADVANCES
TOTAL DUE THIS INVOICE

CERTIFICATION:
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Authorized Officer [___] Title [___] Date [___]

REMIT TO ADDRESS [___]

PAYMENT AUTHORIZATION:
The subrecipient has demonstrated satisfactory project performance and progress, and the charges represented on this invoice appear to be appropriate with that progress. As Principal Investigator, I approve this payment.
To: Jon Schneider, Deputy County Executive

From: Gail Vizzini, Vice President for Business & Financial Affairs

Date: August 18, 2016

Subject: Request for a Resolution Accepting and Appropriating a Grant Sub-award Amendment for a Suffolk County Community College Program

Enclosed are the application and requisite forms to request acceptance and appropriation of an amendment to the 2015-2016 College Budget for an increase in a grant sub-award at Suffolk County Community College.

Proposal  Grantee Sub-award  X Subcontract

Project Name: BioPREP: Biology Partnership in Research and Educational Programs

Funding Source: National Institute of General Medical Sciences
Prime Recipient: The Research Foundation for The State University of New York, Stony Brook University

Amount of Grant Amendment: $7,629

Full Time Positions: none

Please contact Henrietta Ytuarte at 631-451-4124 if you have any questions.
An e-mail version of the resolution was sent to CE RESO REVIEW:
File names: Reso-SCCC-BIOPREP Amend 16.doc
Backup-SCCC-BIOPREP Amend 16.doc 175A.docx

cc: Rosa Gambier, Academic Chair, Physical Sciences
    John Bullard, Jr., Associate Dean for Financial Affairs
RESOLUTION NO. -2016, INCREASING THE AMOUNT OF THE PETTY CASH FUND FOR THE SUFFOLK COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY

WHEREAS, the petty cash account for the Traffic and Parking Violations Agency is currently $1,400.00; and

WHEREAS, the Traffic and Parking Violations Agency utilizes the petty cash account to function as a change bank for the cashiers/clerks at the six (6) customer service windows, as well as, a mobile satellite station located on the Operations side of the Agency; and

WHEREAS, this cash needs to be recorded daily; and

WHEREAS, as a result of increased production, the continuity of customer service, the proposed implementation of three (3) additional windows and to streamline efficiency, the amount of $1,400.00 is no longer sufficient to meet the needs of the Agency; and

WHEREAS, Resolution 234 of 1973 delegated to the County Treasurer the authority to approve the creation or modification of petty cash funds for any administrative unit; now therefore be it

1st RESOLVED, that the County Comptroller and County Treasurer be and they hereby are authorized to increase the petty cash fund assigned to the Traffic and Parking Violations Agency from $1,400.00 to $2,500.00, effective immediately; and be it further;

2nd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

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
   Increasing the amount of the Petty Cash Fund for the Suffolk County Traffic and Parking Violations Agency

3. Purpose of Proposed Legislation
   As a result of increased production, the purpose is to streamline the efficiency and maintain continuity of customer service on a daily basis by increasing the petty cash fund.

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)
   Economic Impact
   Other (Specify):

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.
   None

8. Proposed Source of Funding
   N/A

9. Timing Impact
   N/A

10. Typed Name & Title of Preparer
    Chelley Gordon, Esq.
    Deputy Director

11. Signature of Preparer
    Chelley Gordon

12. Date
    8/30/2016
MEMORANDUM

TO: Jon Schneider
   Deputy County Executive, Intergovernmental Affairs

FROM: Chelley Gordon
       Deputy Director, TPVA

DATE: August 29, 2016

RE: Introductory Resolution Increasing the amount of the Petty Cash Fund for the Suffolk County Traffic and Parking Violations Agency

Enclosed please find a draft resolution and supporting documentation referencing the above subject matter. An e-mail version of this resolution is being sent to CE RESO REVIEW under the file name "RESO-TPVA-Increasing the amount of the Petty Cash Fund for TPVA.doc".

Currently, the Suffolk County Traffic and Parking Violations Agency (TPVA) has a petty cash fund account in the amount of $1,400.00. The Agency utilizes the petty cash account to function as a change bank for the cashiers/clerks working at the six (6) customer service windows located on the Operations side of the Agency. As a result of increased production, the Agency has designated a mobile satellite station and proposed implementing three (3) additional windows to streamline the efficiency and maintain continuity of customer service on a daily basis. Therefore, the Suffolk County Traffic and Parking Violations Agency is hereby requesting approval to increase the petty cash fund from $1,400.00 to $2,500.00.

If you have any questions or need further information, please contact our department.

Thank you.

Enclosures
RESOLUTION NO. 2016, CONFIRMING THE APPOINTMENT OF THE COMMISSIONER OF PARKS, RECREATION AND CONSERVATION (PHILLIP A. BERDOLT)

WHEREAS, pursuant to Section C28-1(B) of the SUFFOLK COUNTY CHARTER, the Commissioner of the Suffolk County Department of Parks, Recreation, and Conservation is appointed by the County Executive subject to the approval of the County Legislature; and

WHEREAS, Steven Bellone, the County Executive of Suffolk County, has appointed Phillip A. Berdolt, currently residing in West Islip, New York as Commissioner of the Suffolk County Department of Parks, Recreation and Conservation; now, therefore be it

1st RESOLVED, that the appointment of Phillip A. Berdolt, currently residing in West Islip, New York as Commissioner of the Suffolk County Department of Parks, Recreation & Conservation is hereby approved, pursuant to Section C28-1(B) of the SUFFOLK COUNTY CHARTER, to serve at the pleasure of the County Executive, effective immediately; and be it further

2nd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this 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:

APPROVED BY:

County Executive of Suffolk County

Date:
EXPERIENCE

Suffolk County, Yaphank, New York (2012-Present)
Deputy Commissioner
Department of Public Works responsibilities include but are not limited to:
- Vector Control – Mosquito surveillance and control
- Sanitation O&M – 26 districts and 150 pump stations
- Highway Maintenance – 1,437 lane miles
- Buildings Design and Construction – Facilities Engineering – design, alterations and construction
- Buildings O&M – maintenance and custodial service for 6 million sq. ft. of county owner/leased space
- Personnel – process all records and payroll for 893 employees
- Purchasing and Support Services – process and procure over 4,500 requisitions, all RFP’s and Bids
- Fleet Services – procure and maintain 3600 pieces of equipment
- Transportation – planning, monitoring and operation of Suffolk County Transit Bus System

Delta Lady Cruises LTD, Cattaraugus State Park, NY (3/2012-4/2015)
Owner/operator
- 78’, 147 passenger Dinner Excursion Vessel

Town of Babylon, Lindenhurst, New York (2001-2012)
Commissioner of Department of Public Works (2006-2012)
Highway Department
- Construction and maintenance of 537.5 miles of Town roads
- Snow removal of all town owned roads and all town facilities
- Mowing of all town ROW to include tree trimming and removal
- Storm Water Management
- Fleet Maintenance
- 80 full time employees (to include white and blue collar) with an additional 40 seasonal employees April – November

Operating Budget for Highway Department - $7.6 million (not to include serial bonds for infrastructure repair in excess of $6 million per year)
Buildings and Grounds Department
- Responsible for the maintenance and repairs of all town owned buildings to include all Parks and Recreation buildings and facilities. (pools, playgrounds, beaches and marinas)
- Responsible for landscaping of all town facilities
- In charge of all trades: to include; plumbers, carpenters, masons, painters, fence crew, labor crew leaders, HEO’s, CEO’s, AFO’s and laborers
- 40 full time employees with an additional 40 seasonal employees April – November

Operating Budget for Buildings and Grounds - $4 million (not to include capital improvement bonds in excess of $2 million)

Total operating budget for the Department of Public Works is 11.6 million to $19 million

Director of Public Safety (2003-2006)
- Responsible for security of all Town facilities
- In charge of Parking Violations and abandoned vehicles within Town boundaries
- Supervise and evaluate staff of 24 Bay Constables
- Supervise and evaluate staff of 38 Public Safety Officers
- Starting new dept. of Park Rangers (fully operational by 06/06)
- Prepared Department budget
- Scheduling of all patrols - 24 hours per day, 7 days a week
- Interact with local Union for employees
Bay Constable (2001 to 2003)
- Operates town boat/vehicle to enforce federal, state and local laws regulating fishing, clamming and boating in town waters.
- Installs and maintains channel buoys, dock and bulkhead lights and navigation signs or signals relating to waterway regulations.
- Investigates reports of boating accidents, drownings, hazards to navigation and other waterway activities and renders assistance and first aid.
- Checks harbor and waterway conditions following storms or hurricanes and submits reports on silting or water erosion and other physical damage to town authorities.

**Captain/Owner of Motor Vessel “Moon Chaser”**
- 65’ single engine blunt design passenger vessel official #288079
- Responsible for the operation of a 263-passenger dinner excursion vessel.
- Responsible for the safety of all passengers and crew members on all daily and evening expeditions.
- Providing safety measures by obtaining the Coast Guard Certification in safety regulatory measures and emergency procedures.
- Accountable for more than 10 employees, including training and scheduling work hours on a weekly basis.
- Responsible for ordering all excursion supplies, including bar reserves.
- Management of all administrative matters, such as payroll, billing and banking.
- Basic duties entail maintaining all plumbing, electrical and mechanical equipment for a vessel that is 65 feet long, 30 feet wide and has a 5-foot draft.

Captree Excursions, West Islip, New York (1980 to 1985)
**Captain/First Mate**
- Responsible for the safe operation of a 280 passenger excursion vessel. Duties similar to those stated above. Originally hired as a Deckhand and promoted rapidly to Captain.

**LICENSES, TRAINING & MEMBERSHIPS**

- Master of Inland Waterways – 100 ton vessels
- FCC Radio Operations Certificate
- New York State Pistol Permit
- CDL B with a tank and haz mat endorsement
- Member of NYS Harbor Master & Bay Const. Assoc. 2001-06
- Vice President of Captree Boatman’s Assoc. - 1998 to 2000
- Vice President, Suffolk County Highway Superintendents Assoc 2010-2012
- President, Suffolk County Highway Superintendents Assoc. 2012-2014
- Member of Babylon Yacht Club, Entertainment Chair 2012-present
- N.Y.S. Peace Officer 2002-2006
- Firearms & Deadly Physical Force
- O.C. Aerosol Subject Restraint
- P.P.C.T. Defensive Tactics
- Marine Patrol Security Interdiction
- FEMA IS 100, 300 and 700
- Trustee Town of Babylon Health and Welfare Trust Fund for Local 237 Teamsters 2006-2012
- 1st Vice President, Babylon Beach Estates Association 2008-2012

References Available Upon Request
RESOLUTION NO. -2016, ADOPTING LOCAL LAW NO. -2016, A LOCAL LAW TO AMEND SECTION A13-10 OF THE SUFFOLK COUNTY ADMINISTRATIVE CODE TO AUTHORIZE THE USE OF PROPERTY HELD BY THE POLICE PROPERTY BUREAU IN LAW ENFORCEMENT OPERATIONS

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on , 2016, a proposed local law entitled, "A LOCAL LAW TO AMEND SECTION A13-10 OF THE SUFFOLK COUNTY ADMINISTRATIVE CODE TO AUTHORIZE THE USE OF PROPERTY HELD BY THE POLICE PROPERTY BUREAU IN LAW ENFORCEMENT OPERATIONS"; 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 AMEND SECTION A13-10 OF THE SUFFOLK COUNTY ADMINISTRATIVE CODE TO AUTHORIZE THE USE OF PROPERTY HELD BY THE POLICE PROPERTY BUREAU IN LAW ENFORCEMENT OPERATIONS

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, as follows:

Section 1. Legislative Intent.

This Legislature finds and determines that property held by the Suffolk County Police Property Bureau consists, in part, of stolen and abandoned property.

This Legislature further finds that the Suffolk County Police Department does not have the resources available to purchase property to use in compliance check operations at precious metal and gem exchange establishments and dealers in secondhand articles.

This Legislature also finds that under the current local law, the Police Department cannot use stolen or abandoned property in compliance check operations.

This Legislature further finds that stolen property is often sold to precious metal and gem exchange establishments or dealers in secondhand articles by drug addicted people, and the cash received from such transactions are often used to sustain their drug addiction.

This Legislature also finds that some precious metal and gem exchange establishments and dealers in secondhand articles may not properly document such transactions and may not abide by Suffolk County's required record keeping laws.

This Legislature also finds that by conducting compliance check operations at precious metal and gem exchange establishments and dealers in secondhand articles, the
Police Department will be able to more effectively investigate and prosecute persons who sell stolen property, reduce the ability of drug addicts to fund their addiction with stolen property proceeds, and more efficiently enforce the provisions of Chapter 563, Articles IV and V of the Suffolk County Code, commonly known as "Precious Metal and Gem Exchanges" and "Dealers in Secondhand Articles."

This Legislature further finds that § 1310 of the New York State Abandoned Property Law was amended by the State Legislature in 1981 to shorten from six to two years the period for which an entity is required to hold unclaimed abandoned property before the entity may request that the State Comptroller receive such property.

This Legislature also finds that since § A13-10 of the Suffolk County Administrative Code still refers to such period as being six years, § A13-10 of the Suffolk County Administrative Code should be amended so as to be consistent with § 1310 of the State Abandoned Property Law.

Therefore, the purpose of this local law is to amend Section A13-10 of the Suffolk County Administrative Code to authorize the Police Commissioner to use stolen and abandoned property held by the Suffolk County Police Property Bureau during compliance check operations at precious metal and gem exchange establishments and dealers in secondhand articles.

Section 2. Amendment.

Section A13-10 of the SUFFOLK COUNTY ADMINISTRATIVE CODE is hereby amended to read as follows:

Article XIII: Department of Police

****

§ A13-10 Disposition of property held by Police Property Bureau

A. Stolen property. Pursuant to the provisions of § 450.10 of the Penal Law, stolen funds or property shall be returned to the true owner, if claimed, subject to court order. If said stolen property is not claimed by the true owner after the expiration of six months from the date of conviction of a person for stealing said property, and provided that all court appeals have been finalized, it shall be treated as follows:

(1) If said stolen property is cash, it shall be paid by the Police Commissioner to the County Comptroller within 10 days after the expiration of the aforesaid six-month period or after all court appeals have been finalized. The County Comptroller shall deposit the funds in an appropriate account so that they can be applied to the benefit of the poor of the County by the Commissioner of Social Services as required by law.

(2) If said property is in a form other than cash and can legally be sold, the Police Commissioner shall auction said property to the highest bidder and turn over the proceeds realized in connection with said auction to the County Comptroller, who shall follow the procedures in Subsection A(1) of this section.

(3) In the case of property in a form other than cash that the Police Commissioner determines would aid law enforcement operations within the County by being used in
compliance checks, the Police Commissioner may, instead of auctioning said property, use and sell said property during law enforcement operations at precious metal and gem exchange establishments and dealers in secondhand articles. The Police Commissioner shall turn over the proceeds realized in connection with said sale to the County Comptroller, who shall follow the procedures in Subsection A(1) of this section.

B. Lost and found property and abandoned property.

(1) Abandoned property, which has remained unclaimed for a period of [six] two years, and which the State Comptroller has elected not to receive pursuant to § 1310 of the Abandoned Property Law; and

(2) Lost property and money constituting the proceeds of lost property, remaining unclaimed by the owner or finder, which is subject to disposal according to the provisions in Subdivision 3 of § 254 of the Personal Property Law, shall:

(a) if consisting of money and:
   [1] Taken possession of by an employee of the County Police Department, be paid by the Police Commissioner to the County Comptroller for deposit into the general fund[1]; or
   [2] Taken possession of by an employee of the Police Department, be paid by the Police Commissioner to the County Comptroller for deposit into the Police District fund.

(b) If consisting of other property, the Police Commissioner shall, at public auction, sell said property to the highest bidder and turn over the proceeds from its sale to the County Comptroller, who shall follow the procedures in Subsection B(2)(a) of this section. Such proceeds shall be considered to have been taken in possession by the employee who took possession of the property out of which such proceeds were derived.

(c) For abandoned property as described in Subsection B(1) of this section and which is in a form other than cash, if the Police Commissioner determines that said property would aid law enforcement operations within the County by being used in compliance checks, the Police Commissioner may, instead of auctioning said property, use and sell said property during law enforcement operations at precious metal and gem exchange establishments and dealers in secondhand articles. The Police Commissioner shall turn over the proceeds realized in connection with said sale to the County Comptroller, who shall follow the procedures in Subsection B(1)(a) of this section.

C. The Police Commissioner is hereby authorized and empowered to promulgate rules and regulations necessary to implement this section.

D. [C.] This section shall apply to all funds in possession of the Suffolk County Police Department and/or District Property Bureau(s) and to any funds which come into the possession of the Suffolk County Police Department and/or District Property Bureau(s).

Section 3. Applicability

3
This law shall apply to all property held by the Suffolk County Police Property Bureau 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 filing in the Office of the Secretary of State.

[ ] Brackets denote deletion of language.

___ Underlining denotes addition of new language.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
DATE: September 1, 2016
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2016

TITLE: I.R. NO. -2016: A LOCAL LAW TO AMEND SECTION A13-10 OF THE SUFFOLK COUNTY ADMINISTRATIVE CODE TO AUTHORIZE THE USE OF PROPERTY HELD BY THE POLICY PROPERTY BUREA IN LAW ENFORCEMENT OPERATIONS

SPONSOR: PRESIDING OFFICER, ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 8/31/2016 PUBLIC HEARING: 10/5/2016

DATE ADOPTED/NOT ADOPTED: ___________ CERTIFIED COPY RECEIVED: ___________

Section A13-10 of the SUFFOLK COUNTY ADMINISTRATIVE CODE addresses the disposition of property held by the Police Department’s property bureau. Presently, State law requires the Bureau to hold unclaimed property for two years, while County law requires a six year hold. This local law would amend Section A13-10 to conform to the State required holding period of two years.

This local law will also authorize the Police Department to use stolen, lost or unclaimed property in compliance checks for law enforcement operations at precious metal and gem exchange establishments and dealers in secondhand articles. Any proceeds realized in connection with the sale of stolen, lost or unclaimed property will be turned over to the County Comptroller.

This local law will take effect immediately upon filing in the Office of the Secretary of State.

GEORGE NOLAN
Counsel to the Legislature

GN:
s:rule28129-amend a13-10
2016 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title Of Bill: ADOPTING LOCAL LAW NO. 2016, A LOCAL LAW TO AMEND SECTION A13-10 OF THE SUFFOLK COUNTY ADMINISTRATIVE CODE TO AUTHORIZE THE USE OF PROPERTY HELD BY THE POLICE PROPERTY BUREAU IN LAW ENFORCEMENT OPERATIONS

PURPOSE OR GENERAL IDEA OF BILL: To amend section A13-10 of the Suffolk County Code to allow Suffolk County Police Department to utilize stolen or abandoned property in compliance checks of precious metal and gem exchange establishments and dealers in secondhand articles.

SUMMARY OF SPECIFIC PROVISIONS: Property that the Police Commissioner determines would aid law enforcement operations within the County by being used in compliance checks, the Police Commissioner may, instead of auctioning said property, use and sell said property during law enforcement operations at precious metal and gem exchange establishments and dealers in secondhand articles. The Police Commissioner shall turn over the proceeds realized in connection with said sale to the County Comptroller, who shall follow the procedures in Subsections A(1) and B (1)(a) of this section.

JUSTIFICATION: The Suffolk County Police Department does not have the resources available to purchase property to use in compliance check operations at precious metal and gem exchange establishments and dealers in secondhand articles.

FISCAL IMPLICATIONS: None
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

ADOPTING LOCAL LAW NO. 2016, A LOCAL LAW TO AMEND SECTION A13-10 OF THE SUFFOLK COUNTY ADMINISTRATIVE CODE TO AUTHORIZE THE USE OF PROPERTY HELD BY THE POLICE PROPERTY BUREAU IN LAW ENFORCEMENT OPERATIONS.

3. Purpose of Proposed Legislation

To amend section A13-10 of the Suffolk County Code to allow Suffolk County Police Department to utilize stolen or abandoned property in compliance checks of precious metal and gem exchange establishments and dealers in secondhand articles.

4. Will the Proposed Legislation Have a Fiscal Impact? Yes ☒ No ☒

5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)

- County
- Town
- Economic Impact
- Village
- School District
- Other (Specify): Library District
- Fire District

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.

No cost

8. Proposed Source of Funding

NA

9. Timing of Impact

Immediate

10. Typed Name & Title of Preparer

Alexander J. Crawford, Captain

11. Signature of Preparer

[Signature]

12. Date

8/31/16

SCIN FORM 175b (10/95)
REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE
COUNTY OF SUFFOLK

(1) Please limit this suggestion form to ONE proposal.
(2) Describe in detail.
(3) Attach all pertinent backup material.

<table>
<thead>
<tr>
<th>Submitting Department</th>
<th>Department Contact Person</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Dept. Name &amp; Location)</td>
<td>(Name &amp; Phone No.)</td>
</tr>
<tr>
<td>Suffolk County Police Department</td>
<td>Captain Alexander Crawford</td>
</tr>
<tr>
<td>30 Yaphank Ave</td>
<td>852-6416</td>
</tr>
</tbody>
</table>

Suggestion Involves:

- [ ] Technical Amendment
- [ ] New Program
- [ ] Grant Award
- [ ] Contract (New_ Rev._)

Explanation of Proposed Resolution

To amend section A13-10 of the Suffolk County Code to allow Suffolk County Police Department to utilize stolen or abandoned property in compliance checks of precious metal and gem exchange establishments and dealers in secondhand articles.

Summary of Resolution Benefits

Property that the Police Commissioner determines would aid law enforcement operations within the County by being used in compliance checks, the Police Commissioner may, instead of auctioning said property, use and sell said property during law enforcement operations at precious metal and gem exchange establishments and dealers in secondhand articles. The Police Commissioner shall turn over the proceeds realized in connection with said sale to the County Comptroller, who shall follow the procedures in Subsections A(1) and B (1)(a) of this section.

SCIN FORM NO. 175a (1/97)  Prior editions of this form are obsolete.
RESOLUTION NO. -2016, ADOPTING LOCAL LAW NO. -2016, A LOCAL LAW TO AUTHORIZE THE INDEMNIFICATION AND DEFENSE OF TRAFFIC PROSECUTORS PROVIDING SERVICES AT THE SUFFOLK COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY

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 AUTHORIZE THE INDEMNIFICATION AND DEFENSE OF TRAFFIC PROSECUTORS PROVIDING SERVICES AT THE SUFFOLK COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY"; 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 A LOCAL LAW TO AUTHORIZE THE INDEMNIFICATION AND DEFENSE OF TRAFFIC PROSECUTORS PROVIDING SERVICES AT THE SUFFOLK COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the Suffolk County Traffic and Parking Violations Agency ("TPVA") requires the services of traffic prosecutors to prosecute matters that are adjudicated at the TPVA.

This Legislature also finds that the County is authorized to defend and indemnify County employees, appointees and elected officials for alleged violations of law that occur while the employees, appointees and elected officials are acting within the scope of their public employment or in the performance of their official duties.

This Legislature further finds that traffic prosecutors who prosecute matters adjudicated at the TPVA must bear the expenses incurred in defense of allegations of misconduct or other acts or omissions while providing such services and this potential financial burden, including the cost of maintaining insurance for this purpose, discourages highly qualified people from seeking and/or accepting appointments as traffic prosecutors with the County of Suffolk.

This Legislature further finds that authorizing the County to defend and indemnify TPVA traffic prosecutors will encourage and induce highly qualified individuals to provide their services to the County.

Therefore, the purpose of this local law is to amend Chapter 42 of the Suffolk County Code to authorize the County to provide for the defense and indemnification of traffic


prosecutors who prosecute matters adjudicated at the TPVA in the same manner that the County would provide for the defense and indemnification of County employees, as this term is defined in the Law.

Section 2. Amendments.

I. Article I of Chapter 42, of the SUFFOLK COUNTY CODE is hereby amended to read as follows:

Chapter 42
Defense and Indemnification
Article I
Defense of Employees

§ 42-2 Definitions.

As used in this article, unless the context otherwise requires, the following terms shall have the meanings indicated:

EMPLOYEE

Any person holding a position by election, appointment or employment in the service of the County of Suffolk, including but not limited to volunteers, any person serving as a hearing officer for any County department, any person serving as a traffic prosecutor for the Suffolk County Traffic and Parking Violations Agency ("TPVA"), any person not compensated for his or her services and any member of any board or agency appointed by the County Executive and/or the Legislature, including the Suffolk County Soil and Water Conservation District, in those instances in which the employee of the district is not provided indemnification under § 17, Subdivision 1(k), of the New York Public Officers Law, but shall not include an independent contractor. For purposes of this Article and Article IV of this Chapter only, a person serving as a hearing officer for any County department or a person serving as a traffic prosecutor for the TPVA shall not be considered an independent contractor. The term "employee" shall include a former employee, his estate or a judicially appointed personal representative.


A. Except as provided in Subsection B of this section, the provisions of this article shall apply to all actions and proceedings specified herein which have been commenced, instituted or brought on or after the effective date of this article.

B. With respect to persons serving as hearing officers for the County, or persons serving as traffic prosecutors for the TPVA, the provisions of this article shall apply to all claims, actions, proceedings, or other litigation made, occurring or accruing on or after the first date of service rendered by such hearing officers or traffic prosecutors.
II. Article IV of Chapter 42 of the SUFFOLK COUNTY CODE is hereby amended to read as follows:

Chapter 42
Defense and Indemnification
Article IV
Indemnification of County Employees

§42-27 Definitions.

As used in this article, the following terms shall have the meanings indicated:

EMPLOYEE

Any person holding a position by appointment, election or employment in the service of the County of Suffolk, including but not limited to volunteers, any person serving as a hearing officer for any County department, any person serving as a traffic prosecutor for the Suffolk County Traffic and Parking Violations Agency ("TPVA"), any person not compensated for his or her services and any member of any board or agency appointed by the County Executive and/or the Legislature, but shall not include an independent contractor, other than the Suffolk County Chief Medical Examiner when serving as an independent contractor. For purposes of this Article and Article I of this Chapter only, a person serving as a hearing officer for any County department or a person serving as a traffic prosecutor for the TPVA shall not be considered an independent contractor. The term "employee" shall include a former employee, his estate or judicially appointed personal representative.

§ 42-33. Applicability.

A. Except as provided in Subsection B of this section, [B]benefits granted to said individuals by this article shall supplement or be available in addition to benefits or indemnification protection offered by other enactments by the State of New York or the County of Suffolk. The provisions of this article shall apply to all actions and proceedings specified herein which have been commenced, instituted or brought on or after the effective date of this article.

B. With respect to persons serving as hearing officers for the County, or persons serving as traffic prosecutors for the TPVA, the provisions of this article shall apply to all claims, actions, proceedings, or other litigation made, occurring or accruing on or after the first date of service rendered by such hearing officers or traffic prosecutors.
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 filing in the Office of the Secretary of State.

[ ] Brackets denote deletion of language.
___ Underlining denotes addition of new language.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
DATE: September 1, 2016
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 26

PROPOSED LOCAL LAW YEAR 2016

TITLE: I.R. NO. -2016; A LOCAL LAW TO AUTHORIZE THE INDEMNIFICATION AND DEFENSE OF TRAFFIC PROSECUTORS PROVIDING SERVICES AT THE SUFFOLK COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY

SPONSOR: PRESIDING OFFICER, ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 8/31/2016 PUBLIC HEARING: 10/5/2016

DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED:

Chapter 42 of the SUFFOLK COUNTY CODE provides for the defense and indemnification of County employees. This proposed local law would amend Articles I and IV of Chapter 42 to include traffic prosecutors hired by the Suffolk County Traffic and Parking Violations Agency within the definition of "employee", thus affording them defense and indemnification protections from the County.

This local law will not extend any additional employee rights to traffic prosecutors beyond defense and indemnification. This local law will take effect immediately upon filing in the Office of the Secretary of State.

GEORGE NOLAN
Counsel to the Legislature

GN:
s:rule28/28-indemnification tpva prosecutors
RESOLUTION NO. -2016, ADOPTING LOCAL LAW NO. -2016, A LOCAL LAW AMENDING CHAPTER 77 OF THE SUFFOLK COUNTY CODE TO CLARIFY APPLICATION OF THE SUFFOLK COUNTY ETHICS CODE TO FORMER COUNTY EMPLOYEES

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on 2016, a proposed local law entitled, "A LOCAL LAW AMENDING CHAPTER 77 OF THE SUFFOLK COUNTY CODE TO CLARIFY APPLICATION OF THE SUFFOLK COUNTY ETHICS CODE TO FORMER COUNTY EMPLOYEES"; 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 AMENDING CHAPTER 77 OF THE SUFFOLK COUNTY CODE TO CLARIFY APPLICATION OF THE SUFFOLK COUNTY ETHICS CODE TO FORMER COUNTY EMPLOYEES

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, as follows:

**Section 1. Legislative Intent.**

This Legislature finds that the current provisions of the Suffolk County Code of Ethics, contained in Chapter 77 of the SUFFOLK COUNTY ADMINISTRATIVE CODE, prohibit former County public servants from appearing within a two-year period before the County agency served by such public servant and from appearing and performing work in relation to any "particular matter" in which such person had participated personally and substantially as a public servant.

This Legislature further finds that the purpose of these post-employment restriction were, in part, to prevent former public servants from using their former public office for personal gain, or for the gain of their new private employer, by exerting undue influence on government decision making.

This Legislature finds however, that, in light of increased demand for services, staff shortages, and need for particular expertise and experience, there is a necessity for continued services of former County employees in certain instances.

This Legislature finds that there is a benefit to the County and not necessarily a misuse of a former employee's position where former County employees are contracting directly with
the County in order to continue to provide the services that they provided with the County or in order to provide their continued expertise and experience to the County.

Therefore, the purpose of this law is to amend Chapter 77 of the SUFFOLK COUNTY ADMINISTRATIVE CODE to permit a former County employee to appear before his or her former County agency within two years of leaving County services and to work on particular matters in which such person had participated personally and substantially as a public servant in certain circumstances.

Section 2. Amendments.

Article IV of Chapter 77 of the SUFFOLK COUNTY ADMINISTRATIVE CODE shall be amended as follows:

Chapter 77
ETHICS AND ACCOUNTABILITY

Article I
Code of Ethics

§ 77-6. Post Employment Restrictions

B. No former public servant shall appear, within a two-year period after his or her separation from County service, before the County agency served by such public servant. This prohibition shall not apply to a former public servant who appears before a County agency on behalf of any other government entity, including the County of Suffolk, as an elected representative, [or] employee or consultant, provided that, in the case of a former public servant serving as a consultant, such former public servant contracts to provide such consultant services directly with the County.

C. No person who has served as a public servant shall appear before the County, or receive compensation for any services rendered, in relation to any particular matter in which such person had participated personally and substantially as a public servant, provided that, such prohibition shall not apply to a former public servant serving as a consultant to the County, where such former public servant contracts to provide such consultant services directly with the County.

Section 3. Applicability.

This law shall apply to all actions occurring on or after the effective date of this law.
Section 4. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. SEQRA Determination.

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.

Section 6. Effective Date.

This law shall take effect immediately upon filing in the Office of the Secretary of State.

[ ] Brackets denote deletions of material.
__ Underscore denotes the addition of new material

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
DATE: September 1, 2016

TO: CLERK OF THE COUNTY LEGISLATURE

RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2016

TITLE: I.R. NO. -2016; A LOCAL LAW AMENDING CHAPTER 77 OF THE SUFFOLK COUNTY CODE TO CLARIFY APPLICATION OF THE SUFFOLK COUNTY ETHICS CODE TO FORMER COUNTY EMPLOYEES

SPONSOR: PRESIDING OFFICER, ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 8/31/2016   PUBLIC HEARING: 10/5/2016

DATE ADOPTED/NOT ADOPTED:   CERTIFIED COPY RECEIVED:

This law would amend the County's post-employment restriction rules as follows:

1. Presently, the Suffolk County Code of Ethics prohibits former County employees and officers from appearing before the County agency they served for a two year period after their separation from County service. An exception is made for former employees/officers who appear before a County agency on behalf of another government entity as an elected official or employee. This proposed local law would extend this exemption to former County employees or officers hired by the County of Suffolk on a contract basis after they leave County employment.

2. Presently, the Suffolk County Code of Ethics contains a blanket prohibition against former County employees and officers appearing before the County in any particular matter in which said person participated personally and substantially while serving the County. This proposed law would exempt from this prohibition former County employees and officers who are hired by the County on a contract basis after they separate from County service.

This law will take effect immediately upon filing in the Office of the Secretary of State.

GEORGE NOLAN
Counsel to the Legislature

GN:

s:rule28/28-ethics former employees
RESOLUTION NO.  -2016, ADOPTING LOCAL LAW NO. 
-2016, A CHARTER LAW TO ENSURE REVENUE REPLACEMENT

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on 2016, a proposed local law entitled, "A CHARTER LAW TO ENSURE REVENUE REPLACEMENT;" 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 CHARTER LAW TO ENSURE REVENUE REPLACEMENT

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the introduction of local laws, resolutions or charter laws often have a negative fiscal impact on the County’s operating budget.

This Legislature also finds that proposed legislation or proposed operating budgets that result in a decrease or elimination of County-generated revenues should require a corresponding offset for the loss of revenue.

This Legislature further finds that these negative fiscal impacts may have both short and long term consequences to the fiscal viability of the County.

Therefore, the purpose of this law is to require a corresponding offset for a period of at least five years for a local law, resolution, charter law or proposed operating budget which reduces or eliminates County-generated revenue.

Section 2. AMENDMENTS

I. Section C2-12 of the SUFFOLK COUNTY CHARTER is hereby amended to read as follows:

§ C2-12. Legislative consideration of proposed local laws and resolutions.

*  *  *

E. Revenue impact [statement] [(RIS)].

(1) No proposed local law, resolution or charter law which proposes to reduce or eliminate a County-generated revenue (imposed or established by Suffolk County, not a state, federal, town or village grant) [may be discharged from the legislative committee of
the County Legislature to which it has been assigned or be eligible for approval by the full Legislature] and no operating budget which proposes to reduce or eliminate a County-generated revenue (imposed or established by Suffolk County, not a state, federal, town or village grant) may be enacted into law by the County of Suffolk, unless it shall contain [have] a corresponding offset [appended thereto a detailed written statement as to how the loss of revenue shall be accommodated by the County of Suffolk] for a period of at least [three] five years from the standpoint of:

(a) Adjustments in other revenues;
(b) Reductions in appropriations;
(c) Reductions or elimination of programs;
(d) Abolition of positions of employment; and/or
(e) Consolidation of government functions[; and/or]
(f) Use of reserves or fund balances.

*   *   *

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 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 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: September 1, 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 2016

TITLE: I.R. NO. -2018; A CHARTER LAW TO ENSURE REVENUE REPLACEMENT

SPONSOR: PRESIDING OFFICER, ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 8/31/2016 PUBLIC HEARING: 10/5/2016

DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED:

Section C2-12 of the SUFFOLK COUNTY CHARTER states that no law, resolution or operating budget which proposes to eliminate or reduce a County generated revenue may be enacted unless the accompanying revenue impact statement explains how the loss of revenue will be accommodated for at least three years.

This proposed law would eliminated any reference to revenue impact statements and simply require that a law or resolution that seeks to reduce or eliminate a County revenue "contain a corresponding offset for a period of at least five years...". The law does not explain how a resolution can provide revenue offsets over a five year period.

This law will take effect immediately upon filing in the Office of the Secretary of State.

GEORGE NOLAN
Counsel to the Legislature

GN:

s:\ule28\28-cl revenue replacement
**PROCEDURAL RESOLUTION NO. 18 -2016, SETTING LAND ACQUISITION PRIORITIES IN ACCORDANCE WITH “AAA PROGRAM” REQUIREMENTS (2016 - PHASE II)**

**WHEREAS**, Resolution No. 265-2013, codified at § 1070-17 of the SUFFOLK COUNTY CODE, established a new process to govern the County’s land acquisitions; and

**WHEREAS**, pursuant to § 1070-17 of the SUFFOLK COUNTY CODE, the Division of Planning and Environment is required to periodically provide a report to the Legislature’s Environment, Planning and Agriculture Committee containing all proposed acquisition sites reviewed by the Division and the highest offer price approved for each by the Environmental Trust Review Board, together with scoring and recommendations by the Division as well as an account of the funds expected to be available for acquisitions; and

**WHEREAS**, the Environment, Planning and Agriculture Committee is empowered to prepare procedural resolutions which sets forth the County’s priorities for acquisition and submit such resolutions to the full Legislature for consideration; and

**WHEREAS**, the Division of Planning and Environment presented their periodic report to the Environment, Planning and Agriculture Committee on August 29, 2016; now, therefore be it

1st **RESOLVED**, that this Legislature hereby designates the following parcels as the priority acquisitions pursuant to §1070-17 of the SUFFOLK COUNTY CODE:

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>SECTION</th>
<th>BLOCK</th>
<th>LOT</th>
<th>TAX MAP NUMBER</th>
<th>ACRES</th>
<th>REPUTED OWNER</th>
<th>AND ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>0600</td>
<td>022.00</td>
<td>02.00</td>
<td>013.007, 013.009</td>
<td>2.07</td>
<td>Raymond Kujawski</td>
<td>5846 Sound Avenue, Riverhead, NY 11901</td>
<td></td>
</tr>
<tr>
<td>0600</td>
<td>022.00</td>
<td>02.00</td>
<td>013.006, 013.008, 013.010</td>
<td>3.10</td>
<td>John Kujawski</td>
<td>5846 Sound Avenue, Riverhead, NY 11901</td>
<td></td>
</tr>
<tr>
<td>0600</td>
<td>061.00</td>
<td>02.00</td>
<td>007.001</td>
<td>21.3</td>
<td>Jeffrey &amp; Judith Rottkamp</td>
<td>2265 Sound Avenue, Calverton, NY 11933</td>
<td></td>
</tr>
<tr>
<td>0600</td>
<td>115.00</td>
<td>01.00</td>
<td>004.001 p/o</td>
<td>10.40</td>
<td>Nicholas J. DiPierro (Finks Farm)</td>
<td>30 Acorn Court, Wading River, NY 11792</td>
<td></td>
</tr>
</tbody>
</table>
and be it further

2nd RESOLVED, that this Legislature hereby designates the following parcels as priority acquisitions pursuant to §1070-17 of the SUFFOLK COUNTY CODE:

<table>
<thead>
<tr>
<th>SUFOLK COUNTY</th>
<th>TAX MAP NUMBER</th>
<th>ACRES</th>
<th>REPUTED OWNER</th>
<th>AND ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>District</td>
<td>0100</td>
<td>0.55</td>
<td>Ricky Hill</td>
<td>1274 Straight Path</td>
</tr>
<tr>
<td>Section</td>
<td>083.00</td>
<td></td>
<td></td>
<td>Wyandanch, NY 11798</td>
</tr>
<tr>
<td>Block</td>
<td>01.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot</td>
<td>152.001</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>District</td>
<td>0100</td>
<td>0.23</td>
<td>Jahanshan Kerendian</td>
<td>6 Fairview Avenue</td>
</tr>
<tr>
<td>Section</td>
<td>083.00</td>
<td></td>
<td></td>
<td>Great Neck, NY 11023</td>
</tr>
<tr>
<td>Block</td>
<td>01.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot</td>
<td>154.000</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

and be it further

3rd RESOLVED, that this Legislature hereby designates the following parcels as priority acquisitions pursuant to §1070-17 of the SUFFOLK COUNTY CODE:

<table>
<thead>
<tr>
<th>SUFOLK COUNTY</th>
<th>TAX MAP NUMBER</th>
<th>ACRES</th>
<th>REPUTED OWNER</th>
<th>AND ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>District</td>
<td>0200</td>
<td>4.30</td>
<td>Estate of Dominick Mennuti</td>
<td>21 Oak Meadow Lane</td>
</tr>
<tr>
<td>Section</td>
<td>713.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Block</td>
<td>03.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lots</td>
<td>002.001, 002.003</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>District</td>
<td>0200</td>
<td>0.26</td>
<td>Estate of Sadie Winter</td>
<td>130 Colonial Parkway #2L</td>
</tr>
<tr>
<td>Section</td>
<td>787.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Block</td>
<td>08.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot</td>
<td>008.000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>District</td>
<td>0200</td>
<td>0.29</td>
<td>Estate of Francis Calderone</td>
<td>7900 SW 63rd Avenue</td>
</tr>
<tr>
<td>Section</td>
<td>961.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Block</td>
<td>03.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot</td>
<td>084.000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>District</td>
<td>0200</td>
<td>0.02</td>
<td>John Belzak</td>
<td>9 Lakeland Avenue</td>
</tr>
<tr>
<td>Section</td>
<td>975.20</td>
<td></td>
<td></td>
<td>Patchogue, NY 11772</td>
</tr>
<tr>
<td>Block</td>
<td>03.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lot</td>
<td>051.000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>District</td>
<td>0204</td>
<td>1.47</td>
<td>John Belzak</td>
<td>9 Lakeland Avenue</td>
</tr>
<tr>
<td>Section</td>
<td>003.00</td>
<td></td>
<td></td>
<td>Patchogue, NY 11772</td>
</tr>
<tr>
<td>Block</td>
<td>01.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lots</td>
<td>005.000, 006.000,</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
and be it further

4th RESOLVED, that the Division of Real Property, Acquisition and Management is hereby authorized, empowered and directed to make offers for the purchase of the priority parcels set forth in the 1st, 2nd and 3rd RESOLVED clauses of this resolution; and be it further

5th RESOLVED that, upon execution by the reputed site owners of a Contract of Sale for the purchase of such owners’ parcels as set forth in the 1st RESOLVED clause herein, the Division of Real Property Acquisition and Management is hereby authorized and empowered to expend monies from the Suffolk County Drinking Water Protection Program, effective December 1, 2007, (Article XII of the SUFFOLK COUNTY CHARTER) for necessary title reports, surveys and environmental site assessments of said parcels; and be it further

6th RESOLVED, that, upon execution by the reputed site owners of a Contract of Sale for the purchase of such owners’ parcels as set forth in the 2nd RESOLVED clause herein, the Division of Real Property Acquisition and Management is hereby authorized and empowered to expend monies from the Old Drinking Water Protection Program, Section C12-
5.E., (Babylon proceeds) for necessary title reports, surveys and environmental site assessments of said parcels; and

7th RESOLVED, that, upon execution by the reputed site owners of a Contract of Sale for the purchase of such owners’ parcels as set forth in the 3rd RESOLVED clause herein, the Division of Real Property Acquisition and Management is hereby authorized and empowered to expend monies from the Enhanced Drinking Water Protection Program (Article XIIA of the SUFFOLK COUNTY CHARTER) for necessary title reports, surveys and environmental site assessments of said parcels.

DATED: September 7, 2016

EFFECTIVE IMMEDIATELY PURSUANT TO §1070-17 OF THE SUFFOLK COUNTY CODE
MOTION NO. 19-2016, PROCEDURAL RESOLUTION
APPORTIONING MORTGAGE TAX BY: COUNTY
COMPTROLLER

1st RESOLVED, that the joint reports of the Recording Officer and the County Comptroller as filed with this Legislature on August 20, 2015 relative to the distribution of mortgage taxes for the three month period ending June 30, 2015, be accepted and that the amounts specified therein as Exhibit “A” be fixed and determined as the amounts due the Towns and Villages respectively; and be it further

2nd RESOLVED, that the Presiding Officer and Clerk of this Legislature be authorized to execute and deliver to the County Comptroller a warrant of this Legislature directing her to make the payments therein specified in the report in accordance with the provisions of Section 261 of the Tax Law.

DATED: September 7, 2016

EFFECTIVE IMMEDIATELY PURSUANT TO §C2-15(A) OF THE SUFFOLK COUNTY CHARTER AND CHAPTER 86 OF THE SUFFOLK COUNTY CODE
EXHIBIT A

OFFICE OF THE COUNTY LEGISLATURE
Riverhead, New York

TO THE COMPTROLLER OF SUFFOLK COUNTY:

Pursuant to the authority conferred by Section 261 of the New York State Tax Law and a resolution adopted this day relative to the distribution of the mortgage taxes to the several tax districts of this County of the three month period ending June 30, 2015, the County Legislature of this County this day assembled hereby directs you to pay the Supervisors of the several Towns and to the Treasurers of the several villages, as herein after specified, such sums as are listed in the schedule following:

<table>
<thead>
<tr>
<th>To the Supervisors of the Towns of:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Babylon</td>
<td>$956,706.49</td>
</tr>
<tr>
<td>Brookhaven</td>
<td>2,837,648.53</td>
</tr>
<tr>
<td>East Hampton</td>
<td>1,166,386.37</td>
</tr>
<tr>
<td>Huntington</td>
<td>1,978,625.29</td>
</tr>
<tr>
<td>Islip</td>
<td>1,820,616.84</td>
</tr>
<tr>
<td>Riverhead</td>
<td>258,923.22</td>
</tr>
<tr>
<td>Shelter Island</td>
<td>129,579.99</td>
</tr>
<tr>
<td>Smithtown</td>
<td>935,572.76</td>
</tr>
<tr>
<td>Southampton</td>
<td>2,402,420.69</td>
</tr>
<tr>
<td>Southold</td>
<td>355,943.22</td>
</tr>
<tr>
<td><strong>TOTAL TOWNS</strong></td>
<td><strong>$12,842,423.40</strong></td>
</tr>
</tbody>
</table>
To the Treasurers of the Village of:

Amityville $30,731.38
Babylon 40,161.10
Lindenhurst 63,172.00
Belle Terre 7,742.36
Bellport 13,624.85
Lake Grove 43,967.21
Mastic Beach 29,663.26
Old Field 11,670.14
Patchogue 31,024.52
Poquott 5,799.89
Port Jefferson 74,753.13
Shoreham 3,120.19
East Hampton 145,451.36
Sag Harbor 15,527.52
Asharoken 8,659.64
Huntington Bay 13,630.29
Lloyd Harbor 45,029.28
Northport 34,698.89
Brightwaters 13,120.14
Islandia 24,991.19
Ocean Beach 9,275.20
Saltaire 10,327.06
Dering Harbor 2,645.03
Head of the Harbor 11,575.96
Nissequogue 14,964.47
Village of the Branch 9,921.56
North Haven 43,752.00
Quogue 86,648.18
Sagaponack 124,273.47
Sag Harbor 34,439.91
Southampton 310,641.98
Westhampton Beach 72,911.76
Westhampton Dunes 14,524.27
Greenport 8,273.55

TOTAL VILLAGES $1,410,712.74

GRAND TOTAL $14,253,136.14

Presiding Officer, County Legislature

Clerk, County Legislature

DATED: