Extending the "shark tank" forum to promote efficiency in County government. (Lindsay) ECONOMIC DEVELOPMENT

Authorizing use of Smith Point County Park property by Mastic Beach Fire Department, Inc. for public safety services fund drive. (Sunderman) PARKS & RECREATION

Amending the 2019 Capital Budget and Program and appropriating funds for the purchase of equipment for Med-Legal Investigations and Forensic Sciences (CP 1132). (Co. Exec.) PUBLIC SAFETY

Appropriating funds for the purchase of replacement Vehicles for Med-Legal Investigations and Forensic Sciences (CP 1138). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

Amending the 2019 Capital Budget and Program and appropriating funds in connection with the Improvements to Buildings and Facilities Countywide (CP 1817). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

Amending the 2019 Capital Budget and Program and appropriating additional funds in connection with the County share for participation in the CR 16, Horseblock Road over the Long Island Railroad Bridge Replacement, Town of Brookhaven (CP 5855). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION AND ENERGY

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

Authorizing use of Indian Island County Park in Riverhead by North Fork Environmental Council, Inc., for its Earth Day 5K race. (Co. Exec.) PARKS & RECREATION

Accepting and appropriating a grant providing 100% support, in the amount of $1,007,048 in State funding from the New York State Division of Homeland Security and Emergency Services, and amending the 2019 Capital Budget and Program in connection with the purchase of Interoperable Communications Equipment (CP 3245). (Co. Exec.) PUBLIC SAFETY

Accepting and appropriating federal funding in the amount of $70,000 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 80.88% support. (Co. Exec.) PUBLIC SAFETY
1170. Accepting and appropriating a grant in the amount of $56,745 in Federal pass-through funding from the State of New York Division of Criminal Justice Services for the Suffolk County Police Department's Stop Violence Against Women Formula grant program with 75% support. (Co. Exec.) PUBLIC SAFETY

1171. 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 & ENERGY

1172. Approving the appointment of Timothy Duckham as a member of the Suffolk County Fire, Rescue and Emergency Services Commission. (Co. Exec.) PUBLIC SAFETY

1173. Authorizing the County Executive to enter into a Shared Services Agreement with New York State Department of Transportation. (Co. Exec.) PUBLIC WORKS, TRANSPORTATION & ENERGY

1174. Correcting Resolution No. 405-2018 which authorized the issuance of a certificate of abandonment of the interest of the County of Suffolk in property designated as Suffolk County Tax Map No. 0500-264.00-02.00-072,000 pursuant to Section 40-D of the Suffolk County Tax Act. (Co. Exec.) WAYS & MEANS

1175. To establish eligibility to the Town of Riverhead, Town of Shelter Island, Village of Amityville, Village of Ocean Beach, Village of Sag Harbor, Village of Saltaire, Village of Southampton and the Village of Westhampton Beach for Public Safety Revenue-Sharing funds. (Co. Exec.) PUBLIC SAFETY

1176. Resolution amending and restating Bond Resolution No. 991-2018, adopted November 20, 2018, relating to the authorization of the issuance of $210,000 Bonds to finance improvements to CR 35 Park Avenue, Town of Huntington (CP 5519.111). PUBLIC WORKS, TRANSPORTATION & ENERGY

1177. Accepting and appropriating 100% New York State grant funds from the New York State Department of Health in the amount of $490,000 for the Disease Intervention Service ("DIS") administered by the Suffolk County Department of Health Services and to execute grant related agreements. (Co. Exec.) HEALTH

1178. Accepting $171,662 and appropriating $135,126 - 28% New York State and 72% federal pass-through grant funds from the New York State Department of Health for the Lead Poisoning Prevention Program ("LPPP") administered by the Suffolk County Department of Health Services, Division of Patient Care and to execute grant related agreements. (Co. Exec.) HEALTH

1179. Approving County funding for a contract agency (Hudson River Healthcare, Inc.). (Co. Exec.) BUDGET AND FINANCE

1180. Amending the 2019 Adopted Operating Budget to accept and appropriate additional Federal and State Aid and reallocate current State Aid from the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) for various contract agencies. (Co. Exec.) HEALTH
Amending the 2019 Adopted Operating Budget to accept and appropriate $500,000 in 100% Federal pass-through aid from the New York State Office of Mental Health (NYS OMH) for the purpose of a Jail Diversion program in Suffolk County. (Co. Exec.) HEALTH

Amending the 2019 Adopted Operating Budget to accept and appropriate $15,724 in 100% Federal pass-through aid from the New York State Office of Mental Health (NYS OMH) for Adult Community Support program. (Co. Exec.) HEALTH

Approving County funding for a contract agency (Deepwells Farm Historical Society). (Trotta) BUDGET AND FINANCE

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 & ENERGY

Appropriating funds in connection with Improvements to County Marinas (CP 7109). (Co. Exec.) PARKS & RECREATION

Appropriating funds through the issuance of Sewer District Serial Bonds for the sewer system planning Improvements for Suffolk County Sewer District No. 1 – Port Jefferson (CP 8122). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION & ENERGY

Accepting and appropriating state grant funding in the amount of $25,000 from the New York State Division of Criminal Justice Services for an investigative equipment purchase program with 100% support. (Co. Exec.) PUBLIC SAFETY

Appropriating funds for renovations to Long Island Maritime Museum (CP 7165). (Co. Exec.) PARKS & RECREATION

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

Appropriating funds in connection with Strengthening and Improving County Roads (CP 5014). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION & ENERGY

Accepting and appropriating federal funding in the amount of $4,500 from the United States Department of Justice, United States Marshals Service, for the Suffolk County District Attorney’s Office participation in the Joint Law Enforcement Operations Task Force (JLEOTF). (Co. Exec.) PUBLIC SAFETY

Authorizing the filing of a grant application for Federal Fiscal Years 2017 and 2018 FTA Section 5307 formula funds for mass transportation projects for Suffolk County Transit. (Co. Exec.) PUBLIC WORKS, TRANSPORTATION & ENERGY

Authorizing execution of an agreement by the Administrative Head of Suffolk County Sewer District No. 4 – Smithtown Galleria and DaVita Dialysis Center (SM-1728). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION & ENERGY
1194. Authorizing execution of an agreement by the Administrative Head of Suffolk County Sewer District No. 7 – Woodside and Medford Branch LLC (BR-0880.3). (Co. Exec.) PUBLIC WORKS, TRANSPORTATION & ENERGY

1195. Authorizing use of Cathedral Pines County Park in Middle Island by Suffolk Committee for Camping, Inc., for its Annual Camping Rally. (Co. Exec.) PARKS & RECREATION

1196. Authorizing use of Smith Point County Park in Shirley by Suffolk AHRC Foundation, Inc., for its AHRC Suffolk’s Superhero Run for a Reason 5K. (Co. Exec.) PARKS & RECREATION

1197. Authorizing use of Cedar Beach County Park in Southold by Event Power for the Mighty North Fork Triathlon. (Co. Exec.) PARKS & RECREATION

1198. Accepting and appropriating $2,400,000 in grant funding from the New York State Department of Transportation for provision of dedicated traffic enforcement in the vicinity of certain highway construction projects with 100% support. (Co. Exec.) PUBLIC WORKS, TRANSPORTATION & ENERGY

1199. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by; County Legislature (Control No. 1075-2019). (Co. Exec.) BUDGET AND FINANCE

1200. Accepting and appropriating additional grant funding in the amount of $15,000 from the State of New York Governor’s Traffic Safety Committee passed through the STOP-DWI Foundation for the Suffolk County STOP-DWI Program to fund DWI enforcement related high visibility road check patrols with 100% support. (Co. Exec.) PUBLIC SAFETY

1201. To readjust, compromise, and grant refunds and charge-backs on real property correction of errors by; County Legislature (Control No. 1076-2019). (Co. Exec.) BUDGET AND FINANCE

1202. Appoint a member to the Emergency Department Opiate Response Working Group (Michael Chiappone, LCSW). (Hahn) HEALTH

1203. Reappointing member of the Council on Environmental Quality (Michael Kaufman). (Hahn) ENVIRONMENT, PLANNING AND AGRICULTURE

1204. Authorizing the reconveyance of County-owned real estate pursuant to Section 215, New York State County Law to Pierre Kennedy (SCTM No. 0100-199.00-04.00-120.000). (Gregory) WAYS & MEANS

1205. Adopting Local Law No. -2019, A Local Law to improve oversight of ends retailers in Suffolk County. (Spencer) HEALTH

1206. Adopting Local Law No. -2019, A Local Law to encourage sustainable packaging materials for goods purchased by the County. (Hahn) WAYS & MEANS

1207. Authorizing the County Executive to enter into a License Agreement with the Village of Ocean Beach. (Co. Exec.) PUBLIC SAFETY
1208. Adapting Local Law No. -2019, A Local Law to modernize the County Insurance Reserve Fund. (Co. Exec.) **WAYS & MEANS**

1209. Adapting Local Law No. -2019, A Local Law to establish Charitable Gifts Reserve Fund and to authorize Charitable Gifts Reserve Fund Tax Credits. (Co. Exec.) **BUDGET AND FINANCE**

1210. Adapting Local Law No. -2019, A Local Law to gain and retain our workforce ("Grow Act"). (Co. Exec.) **GOVERNMENT OPERATIONS, PERSONNEL, INFORMATION TECH & HOUSING**

1211. Adapting Local Law No. -2019, A Local Law reducing fees for instruments presented for recording or filing to the County Clerk. (Co. Exec.) **WAYS & MEANS**
RESOLUTION NO. -2019, EXTENDING THE “SHARK TANK” FORUM TO PROMOTE EFFICIENCY IN COUNTY GOVERNMENT

WHEREAS, Resolution No. 792-2018 established a committee to organize and conduct a “shark tank” forum to elicit ideas and proposals from persons outside County government, to improve the efficiency and operations of Suffolk County government; and

WHEREAS, the committee needs additional time to complete its session or sessions, make its findings and issue their written report; now, therefore be it

1st RESOLVED, that the 5th RESOLVED clause of Resolution No. 792-2018 is hereby amended as follows:

5th RESOLVED, that the committee will conduct the shark tank session or sessions, make its findings and issue its report [within 120 days of the effective date of this resolution] no later than December 31, 2019; and be it further

and be it further

2nd RESOLVED, that all other terms and conditions of Resolution No. 792-2018 shall remain in full force and effect; 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)(26) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as routine or continuing administration and management not including new programs or major reordering of priorities that may affect the environment, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

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

DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County

Date:
RESOLUTION NO. -2019, AUTHORIZING USE OF SMITH POINT COUNTY PARK PROPERTY BY MASTIC BEACH FIRE DEPARTMENT, INC. FOR PUBLIC SAFETY SERVICES FUND DRIVE

WHEREAS, the Mastic Beach Fire Department responds to over 100 calls at the Smith Point County Park each year; and

WHEREAS, the Mastic Beach Fire Department, Inc. (Department), would like to host a fundraising drive at Smith Point County Park in Shirley; and

WHEREAS, the fundraising drive for support of the public safety services provided by the Department will be held from July 3, 2019 through July 7, 2019; and

WHEREAS, the County of Suffolk shall receive consideration in the total amount of Three Hundred and 00/100 Dollars ($300.00) and a Twenty-Five and 00/100 Dollars ($25.00) application fee, plus public safety services rendered by the Department to the Smith Point County Park, payment of which shall be guaranteed by the Department; and

WHEREAS, a Certificate of Insurance and accompanying declaration page naming Suffolk County as an additional insured will be provided by the Department; and

WHEREAS, the use of County property for such fund drive for support of the public safety services provided by the Department would promote and protect the public health, safety, and general welfare of the residents of Suffolk County; now, therefore be it

1st RESOLVED, that the use of County-owned property, i.e., the Smith Point County Park in Shirley, by the Mastic Beach Fire Department, Inc. (Department), in consideration of the payment of Three Hundred and 00/100 Dollars ($300.00) and a Twenty-Five and 00/100 Dollars ($25.00) application fee, and in consideration of public safety services rendered by the Department to the Smith Point County Park, for the purpose of hosting a fund drive at the regular tollbooth for beach parking and at the east tollbooth at the outer beach entrance with signs asking the public to "Help Us Save You", for support of the public safety services provided by the Department from July 3, 2019 through July 7, 2019, between the hours of 8:00 a.m. and 4:00 p.m. each day is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance by the County of Suffolk from the Department, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

2nd RESOLVED, that before this event shall be permitted to occur, the Mastic Beach Fire Department must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 643-7 of the SUFFOLK COUNTY CODE; and be it further

3rd RESOLVED, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER and Section 643-7 of the SUFFOLK COUNTY CODE to issue a permit to the Mastic Beach Fire Department. The Department of
Parks, Recreation and Conservation and the County Department of Public Works are further authorized, empowered and directed to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the hosting of the fund drive for support of the services to benefit the public provided by the Mastic Beach Fire Department; and be it further

4th RESOLVED, that the Mastic Beach Fire Department shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to demonstrate, display or sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

5th RESOLVED, that the Mastic Beach Fire Department shall provide a list of all vendors with proof of insurance for approval; and payment of Twenty-Five and 00/100 Dollars ($25.00) per vendor at least fourteen days in advance of the event to the County of Suffolk; and be it further

6th RESOLVED, that the Mastic Beach Fire Department will be responsible for providing a sufficient number of port-a-lavs and hand-washing stations as determined by the Suffolk County Department of Parks, Recreation and Conservation based on the anticipated number of attendees for this event; and be it further

7th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(26) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as routine or continuing administration and management not including new programs or major reordering of priorities that may affect the environment, 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:\rev-use-smith-point-mastic-beach-fd
RESOLUTION NO. - 2019, AMENDING THE 2019 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS FOR THE PURCHASE OF EQUIPMENT FOR MED-LEGAL INVESTIGATIONS AND FORENSIC SCIENCES (CP 1132)

WHEREAS, the Office of the Medical Examiner has requested funds for the purchase of equipment for Medical, Legal Investigations and Forensic Sciences; and

WHEREAS, there are sufficient funds within the 2019 Capital Budget and Program to cover the cost of said request under CP 1132; and

WHEREAS, the original 2019 funding request included funds for planning; however, those funds were appropriated in 2018 and are not needed in 2019; and

WHEREAS, all the funding will be used for equipment requests that includes replacement of laboratory equipment that is outdated and no longer serviceable and shelving for the Histology Laboratory storage of slides and blocks; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $275,000 in Suffolk County Serial Bonds; now, therefore be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (31) and (33) of Title 6 of New York Code of Rules and Regulations ("NYCRR"); purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials; adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list; the Legislature has no further responsibilities under SEQRA; and it be further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-six (56) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 amended by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the 2019 Capital Budget and Program be and they are hereby amended as follows:
<table>
<thead>
<tr>
<th>Planning</th>
<th>Current 2019 Capital Budget &amp; Program</th>
<th>Revised 2019 Capital Budget &amp; Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$48,000 B</td>
<td>$0</td>
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<table>
<thead>
<tr>
<th>Equipment</th>
<th>$3,370,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>$227,000 B</td>
<td>$275,000 B</td>
</tr>
</tbody>
</table>

TOTAL $3,370,000 $275,000

; and be it further

4th RESOLVED, that the proceeds of $275,000 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-1132.524 13</td>
<td>Equipment for Med-Legal Investigations and Forensic Sciences</td>
<td>$275,000</td>
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</table>

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
1. Type of Legislation

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

2. Title of Proposed Legislation

RESOLUTION NO. - 2019, AMENDING THE 2019 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS FOR THE PURCHASE OF EQUIPMENT FOR MED-LEGAL INVESTIGATIONS AND FORENSIC SCIENCES (CP 1132)

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>
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<tr>
<td>Library District</td>
<td>Fire District</td>
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</table>

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

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

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2019 AND DEBT SERVICE WILL COMMENCE SPRING 2020. THERE IS NO FISCAL IMPACT IN 2019. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2020 OPERATING BUDGET. ATTACHED 2020 CAT BASED ON 2018 DATA.

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

11. Signature of Preparer

12. Date
February 19, 2019

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

<table>
<thead>
<tr>
<th></th>
<th>2020 PROPERTY TAX LEVY</th>
<th>2020 COST TO AVG TAXPAYER</th>
<th>2020 FEV TAX RATE PER $1000</th>
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<tbody>
<tr>
<td>TOTAL</td>
<td>953,512</td>
<td>$0.11</td>
<td>$0.00</td>
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### POLICE DISTRICT AND DISTRICT COURT

<table>
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<tr>
<th></th>
<th>2020 PROPERTY TAX LEVY</th>
<th>2020 COST TO AVG TAXPAYER</th>
<th>2020 FEV TAX RATE PER $1000</th>
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<tr>
<td>TOTAL</td>
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### COMBINED

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<tr>
<th></th>
<th>2020 PROPERTY TAX LEVY</th>
<th>2020 COST TO AVG TAXPAYER</th>
<th>2020 FEV TAX RATE PER $1000</th>
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<td>953,512</td>
<td>$0.11</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**NOTES:**


3) SOURCE FOR EQUALIZATION RATES: 2018 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office.
### Suffolk County
General Obligation Serial Bonds
Level Debt Service

<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>6/1/2020</td>
<td>5.000%</td>
<td>$49,768.07</td>
<td>$13,750.00</td>
<td>$63,518.07</td>
<td>$63,518.07</td>
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<tr>
<td>6/1/2021</td>
<td>5.000%</td>
<td>$52,256.47</td>
<td>$5,830.80</td>
<td>$58,877.27</td>
<td>$63,518.07</td>
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<tr>
<td>6/1/2022</td>
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<td>$4,324.39</td>
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<td>$63,518.07</td>
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<tr>
<td>6/1/2023</td>
<td>5.000%</td>
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<td>$2,952.65</td>
<td>$59,565.42</td>
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<tr>
<td>6/1/2024</td>
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<td>$61,005.73</td>
<td>$63,518.07</td>
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<td>6/1/2025</td>
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<td>$42,590.35</td>
<td>$317,590.35</td>
<td>$317,590.35</td>
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</table>

**NOTE:** Table calculates interest expense based upon average interest rate over the life of the bonds. Therefore, interest in the early years will be overstated while interest in the later years will be understated. The table needs to utilize average interest rate in order to calculate the annual level debt payment.

*According to the County’s financial advisors, we see higher coupons with premiums to "buy down" the net interest cost to the issuer. This has to do with the fact that interest rates have been low for so long and now we are in a rising interest rate environment.*
FINANCIAL IMPACT
2019 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

<table>
<thead>
<tr>
<th>GENERAL FUND</th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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</table>

<table>
<thead>
<tr>
<th>POLICE DISTRICT AND DISTRICT COURT</th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
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<tr>
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<td>$0.00</td>
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<table>
<thead>
<tr>
<th>COMBINED</th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
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</thead>
<tbody>
<tr>
<td>TOTAL</td>
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<td>$0.00</td>
<td>$0.00</td>
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</tbody>
</table>

NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2018 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
Office of the Medical Examiner  
CP 1132-Equipment for Med-Legal Investigations and Forensic Sciences

2019 Adopted needs to be appropriated

### Equipment

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Item</th>
<th>Location/Program</th>
<th>Unit Price</th>
<th>Total Purchase</th>
<th>New or Replace</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Microscope Camera System</td>
<td>Crime Lab</td>
<td>$15,000</td>
<td>$15,000</td>
<td>Replace</td>
<td>Firearms</td>
</tr>
<tr>
<td>1</td>
<td>Crime-Lite UV-Visible-IR light source &amp; camera</td>
<td>Crime Lab</td>
<td>$20,000</td>
<td>$20,000</td>
<td>New</td>
<td>Crime Scene, Biology, Firearms</td>
</tr>
<tr>
<td>1</td>
<td>Stereomicroscope</td>
<td>Crime Lab</td>
<td>$15,000</td>
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<td>Replace</td>
<td>Firearms</td>
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<tr>
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<td>Digital Microscope System</td>
<td>Pathology</td>
<td>$40,000</td>
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<tr>
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<td>Rass Monitoring System</td>
<td>Toxicology Lab</td>
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<td>Replace</td>
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<td>1</td>
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<td>Replace</td>
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<tr>
<td>1</td>
<td>Rapid DNA Analyzer</td>
<td>Crime Lab</td>
<td>$85,000</td>
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<td>1</td>
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<td>$60,000</td>
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</table>

1/25/2019
January 25, 2019

Amy Keyes, Intergovernmental Relations
County Executive’s Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788

Dear Ms. Keyes:

I request the introduction of the enclosed Resolution to appropriate funds for the purchase of Equipment for Med-Legal Investigations and Forensic Sciences (CP 1132). These equipment funds will primarily purchase replacement laboratory equipment that is outdated and no longer serviceable. Also, funding is included to purchase additional shelving needed to store slides and blocks from the Histology Laboratory. We have an abundance of boxes for the Histology Lab on the floor and on old gurneys that need to be better organized. These must be retained indefinitely so proper storage is very important.

I enclose the financial impact statement and other back-up materials for this Resolution. If you have any questions, please contact Liza Wright at 853-5525. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is “Reso-MED-CP1132 ME Equipment.doc.”

Sincerely,

Dr. Michael J. Caplan
Chief Medical Examiner

Enclosures

C: Liza Wright, Senior Budget Analyst
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the Ce Reso Review Filing Date associated with the date you would like the legislation LOT, you **must** contact Intergovernmental Relations.

**Unless otherwise specifically requested, legislation received after the Ce Reso Review Filing Date will be LOT at the next General Meeting.**

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<td>3/5/19 Riverhead GM + Committees</td>
<td>3/26/19</td>
<td>X</td>
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Date: 1/25/2019

**Department/Agency: Office of the Medical Examiner**

**Legislation type (check all that apply)**
- [ ] Resolution (other than capital appropriations/appointments/re-appointments)
- [ ] Local Law
- [ ] Charter Law
- X Capital Appropriation with Bond
- [ ] Capital Appropriation without Bond
- [ ] Capital Budget Amendment
- [ ] Operating Budget Amendment
- [ ] New Appointment
- [ ] Re-appointment
- [ ] Consent Calendar {ex. Technical Correction, 100% grant, LL-16}

**Title of legislation:**
APPROPRIATING FUNDS FOR THE PURCHASE OF EQUIPMENT FOR MED-LEGAL INVESTIGATIONS AND FORENSIC SCIENCES (CP 1132)
Layman's summary:
This legislation is needed to appropriate funds to Capital Project 1132. These equipment funds will primarily purchase replacement laboratory equipment that is outdated and no longer serviceable. A new rapid DNA analyzer will be purchased to keep up with technological advances in testing. Also, funding is included to purchase additional shelving needed to store slides and blocks from the Histology Laboratory. We have an abundance of boxes for the Histology Lab on the floor and on old gurneys that need to be better organized. These must be retained indefinitely so proper storage is very important.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):
Annually funds are appropriated and added to this capital project for the continuing replacement of equipment for pathology and all three laboratories within the Office of the Medical Examiner.

Other department(s) impacted, explanation of impact:
N/A

Are impacted department(s) aware of legislation?
N/A

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):
Requesting letter from Dr. Michael J. Caplan, Chief Medical Examiner
Fiscal Impact Statement (SCIN FORM 175b)
Equipment List
RESOLUTION NO. - 2019, APPROPRIATING FUNDS FOR THE PURCHASE OF REPLACEMENT VEHICLES FOR MED-LEGAL INVESTIGATIONS AND FORENSIC SCIENCES (CP 1138)

WHEREAS, the Office of the Medical Examiner has requested funds for the purchase of a replacement Vehicle for Med-Legal Investigations and Forensic Sciences; and

WHEREAS, there are sufficient funds within the 2019 Capital Budget and Program to cover the cost of said request under CP 1138; and

WHEREAS, these funds will be used to replace one (1) Vehicle, Fleet #30181, Crime Scene Van used by staff in the Crime Laboratory; and

WHEREAS, Chapter 255 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval for the acquisition of such vehicle, via Legislature; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $120,000 in Suffolk County Serial Bonds; now, therefore be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (31) and (33) of Title 6 of New York Code of Rules and Regulations ("NYCRR"); purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials; adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list; adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list; the Legislature has no further responsibilities under SEQRA; and it be further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-one (51) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, the purchase of a replacement vehicle for the Office of the Medical Examiner will not increase the fleet and 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

4th RESOLVED, that the proceeds of $120,000 in Suffolk County Serial Bonds be and they 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-1138.512</td>
<td>13</td>
<td>Vehicles for Med-Legal Investigations and Forensic Sciences</td>
<td>$120,000</td>
</tr>
</tbody>
</table>

DATED:

APPROVED BY:

___________________________
County Executive of Suffolk County

Date:
**STATEMENT OF FINANCIAL IMPACT**

**OF PROPOSED SUFFOLK COUNTY LEGISLATION**

---

1. **Type of Legislation**

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

2. **Title of Proposed Legislation**

**RESOLUTION NO.  - 2019, APPROPRIATING FUNDS**

**FOR THE PURCHASE OF REPLACEMENT VEHICLES FOR**

**MED-LEGAL INVESTIGATIONS AND FORENSIC SCIENCES**

**(CP 1138)**

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 2019 AND DEBT SERVICE WILL COMMENCE SPRING 2020. THERE IS NO FISCAL IMPACT IN 2019. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2020 OPERATING BUDGET. ATTACHED 2020 CAT BASED ON 2018 DATA.**

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

    Nicholas Paglia
    Chief Budget Examiner

11. **Signature of Preparer**

12. **Date**

    February 14, 2019

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

---

Page 1 of 2
# FINANCIAL IMPACT
## 2020 PROPERTY TAX LEVY
### COST TO THE AVERAGE TAXPAYER

<table>
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<tr>
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<th>2020 PROPERTY TAX LEVY</th>
<th>2020 COST TO AVG TAXPAYER</th>
<th>2020 FEV TAX RATE PER $1000</th>
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<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$27,717</td>
<td>$0.05</td>
<td>$0.000</td>
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### POLICE DISTRICT AND DISTRICT COURT

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<tr>
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<th>2020 PROPERTY TAX LEVY</th>
<th>2020 COST TO AVG TAXPAYER</th>
<th>2020 FEV TAX RATE PER $1000</th>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
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### COMBINED

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<th>2020 PROPERTY TAX LEVY</th>
<th>2020 COST TO AVG TAXPAYER</th>
<th>2020 FEV TAX RATE PER $1000</th>
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<td>$27,717</td>
<td>$0.05</td>
<td>$0.000</td>
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**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2018 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>
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NOTE: Table calculates interest expense based upon average interest rate over the life of the bonds. Therefore, interest in the early years will be overstated while interest in the later years will be understated. The table needs to utilize average interest rate in order to calculate the annual level debt payment.

*According to the County’s financial advisors, we see higher coupons with premiums to “buy down” the net interest cost to the issuer. This has to do with the fact that interest rates have been low for so long and now we are in a rising interest rate environment.*
<table>
<thead>
<tr>
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Page 2 of 2

To be completed by the Executive Budget Office.
January 25, 2019

Amy Keyes, Intergovernmental Relations
County Executive’s Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788

Dear Ms. Keyes:

I request the introduction of the enclosed Resolution to appropriate funds for the purchase of replacement Vehicles for Med-Legal Investigations and Forensic Sciences in accordance with Section (B)(6) of the Suffolk County Code and in accordance with the County Vehicle Standard Law (CP 1138). These funds will be used to replace the crime scene van; a 2007 Chevy C5500 with extensive running hours. This vehicle is critical to the Crime Laboratory operations.

I enclose the financial impact statement and other back-up materials for this Resolution. If you have any questions, please contact Liza Wright at 853-5525. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is “Reso-MED-CP1138 MF Vehicles.doc.”

Sincerely,

[Signature]

Dr. Michael J. Caplan
Chief Medical Examiner

Enclosures

C: Liza Wright, Senior Budget Analyst
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

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Date: 1/25/2019

Department/Agency: Office of the Medical Examiner

Legislation type (check all that apply)

- [ ] Resolution (other than capital appropriations/appointments/re-appointments)
- [ ] Local Law
- [ ] Charter Law
- X [ ] Capital Appropriation with Bond
- [ ] Capital Appropriation without Bond
- [ ] Capital Budget Amendment
- [ ] Operating Budget Amendment
- [ ] New Appointment
- [ ] Re-appointment
- [ ] Consent Calendar {ex. Technical Correction, 100% grant, LL-16}

Title of legislation:

APPROPRIATING FUNDS FOR THE PURCHASE OF REPLACEMENT VEHICLES FOR MED-LEGAL INVESTIGATIONS AND FORENSIC SCIENCES IN
ACCORDANCE WITH SECTION (B)(6) OF THE SUFFOLK COUNTY CODE AND IN ACCORDANCE WITH THE COUNTY VEHICLE STANDARD LAW (CP 1138)

Layman's summary:
This legislation is needed to appropriate funds to Capital Project 1138. These funds will be used to replace the crime scene van; a 2007 Chevy C5500, fleet #30181, essential to operations in the Crime Laboratory. This van has extensive running time and needs to be replaced.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):
Funds were appropriated in 2016 and added in 2017 to this capital project for the continuing replacement of specialized vehicles for the Office of the Medical Examiner.

Other department(s) impacted, explanation of impact:
N/A

Are impacted department(s) aware of legislation?
N/A

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):
Requesting letter from Dr. Michael J. Caplan, Chief Medical Examiner
Fiscal Impact Statement (SCIN FORM 175b)
RESOLUTION NO. — 2019, AMENDING THE 2019 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE IMPROVEMENTS TO BUILDINGS AND FACILITIES COUNTYWIDE (CP 1817)

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

WHEREAS, there are sufficient funds within the 2019 Capital Budget and Program to cover the cost of said request and it has been reviewed and approved by the Acting Commissioner of Public Works; and

WHEREAS, Resolution No. 471-1994 as revised by Resolution No. 461-2006, established the use of a priority ranking system, implemented in the Adopted 2019 Capital Budget as the basis for funding capital projects such as this project; and

WHEREAS, there is a justified need to amend the funding category request to eliminate planning funds as design will be done in-house and include furnishing and equipment funds to facilitate office systems procurement; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $550,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (2) (31) and (33) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the resolution concerns replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes; purchase or sale of furnishings, equipment or supplies, including surplus government property, other than the following: land, radioactive material, pesticides, herbicides, or other hazardous materials; adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list and the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty (50), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the 2019 Capital Budget and Program be and they are hereby amended as follows:

Project No. 1817
Project Title: Improvements to Buildings and Facilities Countywide
<table>
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<tr>
<th>Project No.</th>
<th>Project Title</th>
<th>Amount</th>
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<tbody>
<tr>
<td>525-CAP-1817.314</td>
<td>Construction of Improvements to Buildings and Facilities Countywide</td>
<td>$450,000</td>
</tr>
<tr>
<td>(Fund 001-Debt Service)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>525-CAP-1817.512</td>
<td>Furnishings &amp; Equipment for Improvements to Buildings and Facilities Countywide</td>
<td>$100,000</td>
</tr>
<tr>
<td>(Fund 001-Debt Service)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4th RESOLVED, that the proceeds of the $550,000 in Suffolk County Serial Bonds be and are hereby appropriated as follows:

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
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. - 2019, AMENDING THE 2019 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE IMPROVEMENTS TO BUILDINGS AND FACILITIES COUNTYWIDE (CP 1817)

3. Purpose of Proposed Legislation

See above.

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

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

<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 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 2019 AND DEBT SERVICE WILL COMMENCE SPRING 2020. THERE IS NO FISCAL IMPACT IN 2019. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2020 OPERATING BUDGET. ATTACHED 2020 CAT BASED ON 2018 DATA.

10. Typed Name & Title of Preparer

<table>
<thead>
<tr>
<th>Nicholas Paglia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Budget Examiner</td>
</tr>
</tbody>
</table>

11. Signature of Preparer

Signature

12. Date

February 20, 2019

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

<table>
<thead>
<tr>
<th></th>
<th>2020 PROPERTY TAX LEVY</th>
<th>2020 COST TO AVG TAXPAYER</th>
<th>2020 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$127,038</td>
<td>$0.23</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

## POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th></th>
<th>2020 PROPERTY TAX LEVY</th>
<th>2020 COST TO AVG TAXPAYER</th>
<th>2020 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

## COMBINED

<table>
<thead>
<tr>
<th></th>
<th>2020 PROPERTY TAX LEVY</th>
<th>2020 COST TO AVG TAXPAYER</th>
<th>2020 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$127,038</td>
<td>$0.23</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

### NOTES:

3) SOURCE FOR EQUALIZATION RATES: 2018 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
<table>
<thead>
<tr>
<th>Date</th>
<th>Coupon</th>
<th>Principal</th>
<th>Interest</th>
<th>Total Debt Service</th>
<th>Fiscal Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/2020</td>
<td>5.000%</td>
<td>$99,536.14</td>
<td>$27,500.00</td>
<td>$127,036.14</td>
<td>$127,036.14</td>
</tr>
<tr>
<td>6/1/2021</td>
<td>5.000%</td>
<td>$104,512.95</td>
<td>$11,261.60</td>
<td>$115,774.54</td>
<td>$127,036.14</td>
</tr>
<tr>
<td>6/1/2022</td>
<td>5.000%</td>
<td>$108,738.59</td>
<td>$8,648.77</td>
<td>$117,387.37</td>
<td>$127,036.14</td>
</tr>
<tr>
<td>6/1/2023</td>
<td>5.000%</td>
<td>$115,225.52</td>
<td>$5,905.31</td>
<td>$121,130.83</td>
<td>$127,036.14</td>
</tr>
<tr>
<td>6/1/2024</td>
<td>5.000%</td>
<td>$120,986.80</td>
<td>$3,024.67</td>
<td>$124,011.47</td>
<td>$127,036.14</td>
</tr>
<tr>
<td>6/1/2025</td>
<td>5.000%</td>
<td>$550,000.00</td>
<td>$85,180.69</td>
<td>$635,180.69</td>
<td>$635,180.69</td>
</tr>
</tbody>
</table>

NOTE: Table calculates interest expense based upon average interest rate over the life of the bonds. Therefore, interest in the early years will be overstated while interest in the later years will be understated. The table needs to utilize average interest rate in order to calculate the annual level debt payment.

*According to the County’s financial advisors, we see higher coupons with premiums to “buy down” the net interest cost to the issuer. This has to do with the fact that interest rates have been low for so long and now we are in a rising interest rate environment.*
# FINANCIAL IMPACT

## 2019 PROPERTY TAX LEVY

### COST TO THE AVERAGE TAXPAYER

<table>
<thead>
<tr>
<th></th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$0</td>
<td>$0.00</td>
<td>0.000</td>
</tr>
<tr>
<td><strong>POLICE DISTRICT AND DISTRICT COURT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$0</td>
<td>$0.00</td>
<td>0.000</td>
</tr>
<tr>
<td><strong>COMBINED</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$0</td>
<td>$0.00</td>
<td>0.000</td>
</tr>
</tbody>
</table>

### NOTES:

1) **SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION:** SUFFOLK COUNTY REAL PROPERTY, 2017.

2) **SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES:** SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2018-2019 AS ESTABLISHED BY RESO. 895-2018.

3) **SOURCE FOR EQUALIZATION RATES:** 2018 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
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the Ce Reso Review Filing Date associated with the date you would like the legislation LOT, you **must** contact Intergovernmental Relations.

**Unless otherwise specifically requested, legislation received after the Ce Reso Review Filing Date will be LOT at the next General Meeting.**

<table>
<thead>
<tr>
<th>CE Reso Review Filing Deadline Wednesday at 5pm UNLESS OTHERWISE NOTED</th>
<th>Laid on the Table</th>
<th>Earliest Possible Vote</th>
<th>Cycle for which attached legislation is submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/30/19</td>
<td>WED 2/13/19</td>
<td>3/5/19</td>
<td>X</td>
</tr>
<tr>
<td>2/20/19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/13/19</td>
<td>3/26/19</td>
<td>4/9/19</td>
<td></td>
</tr>
<tr>
<td>3/27/19</td>
<td>4/9/19</td>
<td>5/14/19</td>
<td></td>
</tr>
<tr>
<td>5/1/19</td>
<td>5/14/19 4pm start</td>
<td>6/4/19</td>
<td></td>
</tr>
<tr>
<td>5/22/19</td>
<td>6/4/19</td>
<td>6/18/19</td>
<td></td>
</tr>
<tr>
<td>6/5/19</td>
<td>6/18/19 4pm start</td>
<td>7/16/19</td>
<td></td>
</tr>
<tr>
<td>CE Reso Review Filing Deadline</td>
<td>Laid on the Table</td>
<td>Earliest Possible Vote</td>
<td>Cycle for which attached legislation is submitted</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-------------------</td>
<td>------------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td><strong>Wednesday at 5pm UNLESS OTHERWISE NOTED</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/3/19</td>
<td>7/16/19</td>
<td>WED 9/4/19</td>
<td></td>
</tr>
<tr>
<td>8/16/19 FRIDAY</td>
<td>WED 9/4/19</td>
<td>WED 10/2/19</td>
<td></td>
</tr>
<tr>
<td>9/18/19</td>
<td>WED 10/2/19 4pm start</td>
<td>11/26/19</td>
<td></td>
</tr>
<tr>
<td>11/13/19</td>
<td>11/26/19</td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td>11/21/19 NO LATE STARTERS</td>
<td>12/3/19 WARRANTS ONLY</td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td>Election Year – All bills die at end of calendar year</td>
<td>12/17/19</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: January 29, 2019

Department/Agency: Department of Public Works
Darnell Tyson, P.E., Acting Commissioner

Legislation type (check all that apply)

- Resolution (other than capital appropriations/appointments/re-appointments)
- Local Law
- Charter Law
- Capital Appropriation with Bond
- Capital Appropriation without Bond
- Capital Budget Amendment
- Operating Budget Amendment
- New Appointment
- Re-appointment
- Consent Calendar {ex. Technical Correction, 100% grant, LL-16}
Title of legislation:

AMENDING THE 2019 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO BUILDINGS AND FACILITIES COUNTYWIDE (CAPITAL PROGRAM NUMBER 1817)

Layman’s summary:

The funding will be used to improve and consolidate space at the H. Lee Dennison Building, Building C0016 and other designated County Facilities which are being planned in-house. The H. Lee Dennison building presently lacks spatial efficiencies and is in overall need of renovations due to age, wear and tear. Additional user groups will be merged from other locations to backfill space made available.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

This is a continuing project funded previously in 2017, 2015, 2014 & 2013 which has taken a phased approach to consolidations and the need for new program space such as the County Information Call Center.

Other department(s) impacted, explanation of impact:

This project has affected other departments mainly by physical relocation.

Are impacted department(s) aware of legislation?

Subject departments are made aware of intended moves and in some cases have requested moves for improved function of space.

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

SCIN 175B
RESOLUTION NO. - 2019, AMENDING THE 2019 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING ADDITIONAL FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR PARTICIPATION IN THE CR 16, HORSEBLOCK ROAD OVER THE LONG ISLAND RAILROAD BRIDGE REPLACEMENT, TOWN OF BROOKHAVEN (CP 5855)

WHEREAS, the Commissioner of Public Works has requested additional funds for construction in connection with the replacement of the CR 16, Horseblock Road over the Long Island Railroad Bridge Replacement; and

WHEREAS, sufficient funds are not included in the 2019 Capital Budget and Program to cover the cost of said request under CP 5855 and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid; and

WHEREAS, additional funding has been provided under the Federal Highway Administration (FHWA); and

WHEREAS, the County must first pass a resolution and have State and local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal and/or State Marchiselli portion; and

WHEREAS, Resolution No. 294-2018 appropriated $16,004,000 with eighty-three percent (83%) Federal funds and seventeen percent (17%) County funds; and

WHEREAS, funds appropriated under Resolution No. 294-2018 must be reallocated to conform with the additional funds received by passage of this resolution; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $1,386,513 in Suffolk County Serial Bonds; now, therefore be it

1st RESOLVED, Resolution No. 992-2013 approved by the County Legislature issued a SEQRA Negative Declaration for the project, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-eight (58) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further
3rd RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete the CR 16, Horseblock Road over the Long Island Railroad Bridge Replacement, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th RESOLVED, that the County hereby agrees that construction of the project shall begin no later than eighteen (18) months after award and that the project shall be completed within three (3) years of commencing construction; and be it further

5th RESOLVED, that the 2019 Capital Budget and Program be and they are hereby amended as follows:

<table>
<thead>
<tr>
<th>Total</th>
<th>Current 2019</th>
<th>Revised 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Est'd</td>
<td>Capital</td>
<td>Capital</td>
</tr>
<tr>
<td>Cost</td>
<td>Budget &amp; Program</td>
<td>Budget &amp; Program</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Construction</td>
<td>$17,390,513</td>
<td>$416,363 B</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$17,765,513</td>
<td>$970,150 F</td>
</tr>
</tbody>
</table>

; and be it further

6th RESOLVED, that the proceeds of $416,363 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>J.C.</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-5855.310</td>
<td>50</td>
<td>CR 16, Horseblock Road over the Long Island Railroad Bridge Replacement</td>
<td>$416,363</td>
</tr>
</tbody>
</table>

; and be it further

7th RESOLVED, that Federal Aid in the amount of $970,150 be and it hereby is appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>J.C.</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ref-525-CAP-5855.310</td>
<td>50</td>
<td>CR 16, Horseblock Road over the Long Island Railroad Bridge Replacement</td>
<td>$970,150</td>
</tr>
</tbody>
</table>

; and be it further

8th RESOLVED, that the apportionment of the cost of Capital Project 5855.310, PIN 075979 be amended to reflect a total construction cost of $17,390,513 with a share allocation of eighty-two percent (82%) Federal/State in the amount of $14,242,150 and eighteen percent (18%) County in the amount of $3,148,363; and be it further

9th RESOLVED, that the County Comptroller is hereby authorized and directed to limit the serial bond borrowing for the County share to $3,148,363; and be it further
10th RESOLVED, that the County Comptroller is hereby authorized and directed to accept Federal and/or State funding in the amount of $14,242,150; and be it further

11th RESOLVED, that the County Comptroller is authorized to issue Bond Anticipation Notes for the total Federal share of $14,242,150

12th RESOLVED, that the County Comptroller is hereby authorized and directed to place into a debt service reserve fund any Federal or State Aid received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of $3,148,363 for the County share; and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
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. - 2019, AMENDING THE 2019 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING ADDITIONAL FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR PARTICIPATION IN THE CR 16, HORSEBLOCK ROAD OVER THE LONG ISLAND RAILROAD BRIDGE REPLACEMENT, TOWN OF BROOKHAVEN (CP 5855)

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)

County ☒ Town Economic Impact

Village ☒ School District Other (Specify):

Library District ☒ Fire District ☒

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

There are Federal funds available from the Federal Highway Administration (FHWA) for this project, with a share allocation of seventy (70%) percent Federal funds ($970,150) and thirty (30%) percent County funds ($416,363) for this Resolution. Suffolk County must “first instance” fund the entire cost of the project. County Comptroller is authorized to issue bond anticipation notes for the Federal and/or State share. If short term notes are issued, the county would incur minimal interest costs. DPW to track staff and related costs associated with this project for chargeback purposes.

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

N/A

8. Proposed Source of Funding

Federal Funds 82% and Suffolk County Serial Bonds 18%.

9. Timing of Impact

For Suffolk County Serial Bonds: It is anticipated that bonds will be issued Spring 2019 and debt service will commence Spring 2020. There is no impact in 2019. Earliest debt service fiscal impact will be in the 2020 Operating Budget.

10. Typed Name & Title of Preparer

Nicholas Paglia
Chief Budget Examiner

11. Signature of Preparer

12. Date

February 14, 2019

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

<table>
<thead>
<tr>
<th></th>
<th>2020 Property Tax Levy</th>
<th>2020 Cost to Avg Taxpayer</th>
<th>2020 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$31,710</td>
<td>$0.06</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Police District and District Court

<table>
<thead>
<tr>
<th></th>
<th>2020 Property Tax Levy</th>
<th>2020 Cost to Avg Taxpayer</th>
<th>2020 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Combined

<table>
<thead>
<tr>
<th></th>
<th>2020 Property Tax Levy</th>
<th>2020 Cost to Avg Taxpayer</th>
<th>2020 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$31,710</td>
<td>$0.06</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Notes:**

1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2017.
3) Source for equalization rates: 2018 county equalization rates established by the New York State Board of Equalization and Assessments.
<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>6/1/2020</td>
<td>5.00%</td>
<td>$13,422.42</td>
<td>$18,288.00</td>
<td>$31,710.43</td>
<td>$31,710.43</td>
</tr>
<tr>
<td>6/1/2021</td>
<td>5.00%</td>
<td>$14,011.98</td>
<td>$8,849.22</td>
<td>$22,861.20</td>
<td>$31,710.43</td>
</tr>
<tr>
<td>6/1/2022</td>
<td>5.00%</td>
<td>$14,627.43</td>
<td>$8,541.50</td>
<td>$23,168.93</td>
<td>$31,710.43</td>
</tr>
<tr>
<td>6/1/2023</td>
<td>5.00%</td>
<td>$15,299.92</td>
<td>$8,220.28</td>
<td>$23,520.20</td>
<td>$31,710.43</td>
</tr>
<tr>
<td>6/1/2024</td>
<td>5.00%</td>
<td>$15,940.62</td>
<td>$7,884.90</td>
<td>$23,825.52</td>
<td>$31,710.43</td>
</tr>
<tr>
<td>6/1/2025</td>
<td>5.00%</td>
<td>$16,640.78</td>
<td>$7,534.82</td>
<td>$24,175.60</td>
<td>$31,710.43</td>
</tr>
<tr>
<td>6/1/2026</td>
<td>5.00%</td>
<td>$17,371.70</td>
<td>$7,169.36</td>
<td>$24,541.06</td>
<td>$31,710.43</td>
</tr>
<tr>
<td>6/1/2027</td>
<td>4.00%</td>
<td>$18,134.72</td>
<td>$6,787.85</td>
<td>$24,922.57</td>
<td>$31,710.43</td>
</tr>
<tr>
<td>6/1/2028</td>
<td>4.00%</td>
<td>$18,931.26</td>
<td>$6,396.59</td>
<td>$25,328.85</td>
<td>$31,710.43</td>
</tr>
<tr>
<td>6/1/2029</td>
<td>4.00%</td>
<td>$19,762.78</td>
<td>$5,973.82</td>
<td>$25,736.60</td>
<td>$31,710.43</td>
</tr>
<tr>
<td>6/1/2030</td>
<td>4.00%</td>
<td>$20,630.82</td>
<td>$5,538.80</td>
<td>$26,169.62</td>
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<tr>
<td>6/1/2031</td>
<td>3.975%</td>
<td>$21,536.99</td>
<td>$5,086.72</td>
<td>$26,623.71</td>
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<tr>
<td>6/1/2032</td>
<td>3.498%</td>
<td>$22,482.97</td>
<td>$4,613.73</td>
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<tr>
<td>6/1/2033</td>
<td>3.620%</td>
<td>$23,470.48</td>
<td>$4,119.97</td>
<td>$27,590.46</td>
<td>$31,710.43</td>
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<tr>
<td>6/1/2034</td>
<td>3.743%</td>
<td>$24,501.39</td>
<td>$3,604.52</td>
<td>$28,105.91</td>
<td>$31,710.43</td>
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<tr>
<td>6/1/2035</td>
<td>3.865%</td>
<td>$25,577.57</td>
<td>$3,066.43</td>
<td>$28,644.00</td>
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<tr>
<td>6/1/2036</td>
<td>3.888%</td>
<td>$26,701.02</td>
<td>$2,504.70</td>
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<tr>
<td>6/1/2037</td>
<td>4.110%</td>
<td>$27,873.61</td>
<td>$1,918.31</td>
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<tr>
<td>6/1/2038</td>
<td>4.233%</td>
<td>$28,968.12</td>
<td>$1,305.16</td>
<td>$30,273.28</td>
<td>$31,710.43</td>
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<tr>
<td>6/2/2039</td>
<td>4.355%</td>
<td>$30,136.21</td>
<td>$667.11</td>
<td>$31,003.32</td>
<td>$31,710.43</td>
</tr>
</tbody>
</table>

**NOTE:** The table calculates interest expense based upon average interest rate over the life of the bonds. Therefore, interest in the early years will be overstated while interest in the later years will be understated. The table needs to utilize average interest rate in order to calculate the annual level debt payment.

*According to the County's financial advisors, we see higher coupons with premiums to "buy down" the net interest cost to the issuer. This has to do with the fact that interest rates have been low for so long and now we are in a rising interest rate environment.
## GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

## POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th></th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td></td>
<td>$0.00</td>
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## COMBINED

<table>
<thead>
<tr>
<th></th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
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</tbody>
</table>

### NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2018 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
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the Ce Reso Review Filing Date associated with the date you would like the legislation LOT, you must contact Intergovernmental Relations.

Unless otherwise specifically requested, legislation received after the Ce Reso Review Filing Date will be LOT at the next General Meeting.

<table>
<thead>
<tr>
<th>CE Reso Review Filing Deadline</th>
<th>Laid on the Table</th>
<th>Earliest Possible Vote</th>
<th>Cycle for which attached legislation is submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Wednesday at 5pm UNLESS OTHERWISE NOTED</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/30/19</td>
<td>WED 2/13/19</td>
<td>3/5/19</td>
<td>X</td>
</tr>
<tr>
<td>2/20/19</td>
<td>3/5/19</td>
<td>3/26/19</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Riverhead GM + Committees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3/13/19</td>
<td>3/26/19</td>
<td>4/9/19</td>
<td></td>
</tr>
<tr>
<td>3/27/19</td>
<td>4/9/19</td>
<td>5/14/19</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Riverhead GM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5/1/19</td>
<td>5/14/19</td>
<td>6/4/19</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4pm start</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5/22/19</td>
<td>6/4/19</td>
<td>6/18/19</td>
<td></td>
</tr>
<tr>
<td>6/5/19</td>
<td>6/18/19</td>
<td>7/16/19</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4pm start</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Riverhead GM + Committees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CE Reso Review Filing Deadline</td>
<td>Laid on the Table</td>
<td>Earliest Possible Vote</td>
<td>Cycle for which attached legislation is submitted</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>------------------</td>
<td>------------------------</td>
<td>--------------------------------------------------</td>
</tr>
<tr>
<td><strong>Wednesday at 5pm UNLESS OTHERWISE NOTED</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/3/19</td>
<td>7/16/19</td>
<td>WED 9/4/19</td>
<td></td>
</tr>
<tr>
<td>8/16/19 FRIDAY</td>
<td>WED 9/4/19</td>
<td>WED 10/2/19</td>
<td></td>
</tr>
<tr>
<td>9/18/19</td>
<td>WED 10/2/19 4pm start</td>
<td>11/26/19</td>
<td></td>
</tr>
<tr>
<td>11/13/19</td>
<td>11/26/19</td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td>11/21/19 NO LATE STARTERS</td>
<td>12/3/19 WARRANTS ONLY</td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td>Election Year – All bills die at end of calendar year</td>
<td>12/17/19</td>
<td>..........................</td>
<td></td>
</tr>
</tbody>
</table>

**Date:** January 28, 2019

**Department/Agency:** Dept. of Public Works - Darnell Tyson, P.E., Acting Commissioner

**Legislation type (check all that apply)**
- [ ] Resolution (other than capital appropriations/appointments/re-appointments)
- [ ] Local Law
- [ ] Charter Law
- [X] Capital Appropriation with Bond
- [ ] Capital Appropriation without Bond
- [ ] Capital Budget Amendment
- [ ] Operating Budget Amendment
- [ ] New Appointment
- [ ] Re-appointment
- [ ] Consent Calendar {ex. Technical Correction, 100% grant, LL-16}

**Title of legislation:**

Amending the 2019 Capital Budget and Program in Connection with the County Share for Participation in the CR 16, Horseblock Road Bridge over the Long Island Railroad Bridge Replacement, Town of Brookhaven (CP 5855)

**Layman’s summary:**

Resolution No. 294-2018 appropriated $16,004,000 in the amount of 83% Federal share ($13,272,000) and 17% County share ($2,732,000) for PIN 075979. Additional Federal aid has
been identified under this PIN in the amount of $1,386,513. Bids were received for this project in December of 2018 and in order to award this construction project, along with securing a consultant inspection firm for construction support and inspection, and payment of related Utility Work Agreements, funding must be reallocated to conform with additional funds received by passage of this resolution.

A resolution must be adopted to accompany the NYSDOT's Supplemental (amending) Agreement.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

Resolution No. 294-2018 appropriated $16,004,000

Other department(s) impacted, explanation of impact:

n/a

Are impacted department(s) aware of legislation?

n/a

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

Form 175B (financial)
NYS Federal Aid Agreement sheets
Prior appropriating resolution
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
FEDERAL-AID PROJECT AGREEMENT

RECIPIENT: NY-New York
FEDERAL PROJECT NO: 0759776

RECIPIENT FROM NO. (S): 0759776

1. The State through its department of transportation, or other recipient, has completed, or timely agreed to comply, with the applicable terms and conditions at both parts A and B of 23 U.S.C. 417, and
2. The applicable Federal transportation law and regulations, the Federal Highway Administration's policy and the provisions of this agreement; and
3. That no additional payment is due to the recipient as a result of the Federal funds obligated, and it accepts and agrees to comply with the provisions of 23 U.S.C. 660.122. These provisions incorporate by reference all other Federal law and regulations pertaining to the project or the activity for which the funds are obligated. Solely for the purpose of compliance, such applicable Federal law, regulations, and the requirement of Appendix A to 23 U.S.C. Part 170—A Final Term for Reporting Construction and Administrative Costs and 23 U.S.C. 119(e) and 23 U.S.C. 119(f) and any changes or amendments to such laws, the applicable Federal regulations, or such appendix or final term, the amount of funds for which this agreement will be reimbursed is $12,105,000.00. If any work is performed in excess of the amount allocated for the project, the recipient will be required to request and be reimbursed by the Federal Government for such overage.

PROJECT TITLE: CN-21-90 VARIOUS PROJECTS
PROJECT DESCRIPTION: Separately funded projects in the following categories: CN 21-90
DUNS: 353199194

CLASSIFICATION OF PHASE OF WORK:
- HIGHWAY PLANNING & RESEARCH
- PRELIMINARY ENGINEERING
- RIGHT-OF-WAY
- CONSTRUCTION

PROGRAM/PAIR: 200
CONTRACT NO.: 001
CITY: URBN
WITH: TOTAL COST: $12,105,000.00
FEDERAL SHARE: 80.00%
UNDER AGREEMENT: 50.00
PROJECT: $0.00
ADVANCED: $11,405,000.00
CONTRACT FUNDS: $7,000.00

TOTAL AUTHORIZED FOR PROJECT: $12,105,000.00

NEW YORK DEPARTMENT OF TRANSPORTATION

AVAILABLE FUNDS CERTIFIED BY: Tracy Bagli
DATE: 09/03/2018

APPROVED AND REQUESTED BY: Tracy Bagli
DATE: 09/03/2018

AGMT/MODIFY REQUESTED BY: Wendy Flaxman
DATE: 09/03/2018

FEDERAL HIGHWAY ADMINISTRATION

PROJECT INFORMATION REVIEWED BY: Michael Pagano
DATE: 06/12/2018

APPROVAL RECOMMENDEDBY:
DATE: 09/11/2018

APPROVED AND AUTHORIZED BY:
DATE: 09/11/2018

RECIPIENT REMARKS:

DIVISION REMARKS:

The Authorization of this Project does not constitute a Commitment of Federal Funds until the Project is Converted to a Register Federal-Aid Project.
### Federal Highway Administration

**Title:** Federal Aid Project Agreement

**Recipient:** New York

**Federal Project No.:** 075768

**Recipients Project No.:** 075768

---

**Project Title:** Bridge Replacement of C614 (Northside Rd) over Long Island Avenue in Medford, Town of Brookhaven, 2016

**BID No.:** 43542004

---

**Classification of Phase of Work to be Put Under Agreement:**
- Highway Planning & Research
- Preliminary Engineering
- Right-Of-Way
- Construction
- Other

**Effective Date of Authorization:** 04/13/2015

**Program Code:** 001

<table>
<thead>
<tr>
<th>Phase</th>
<th>Amount</th>
<th>Total Cost</th>
<th>Federal Share</th>
<th>Percentage Under Agreement</th>
<th>Estimated Total Cost</th>
<th>Total Authorized for Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>$3428,000.00</td>
<td>$3428,000.00</td>
<td>$3428,000.00</td>
<td>100%</td>
<td>$3428,000.00</td>
<td>$3428,000.00</td>
</tr>
</tbody>
</table>

**Estimated Total Cost:** $3428,000.00

**Total Authorized for Project:** $3428,000.00

---

**New York Department of Transportation**

**Available Funds Certified By:**
- Troy Baldori
- Date: 09/07/2018

**Approved and Requested By:**
- Troy Baldori
- Date: 09/07/2018

**Agreed/Modify Requested By:**
- Woody Harrington
- Date: 09/09/2018

---

**Federal Highway Administration**

**Project Information Reviewed By:**
- Michael Peterson
- Date: 09/11/2018

**Approval Recommended By:**
- John Nicholas
- Date: 09/11/2018

**Approved and Authorized By:**
- Maria Galdorri
- Date: 09/11/2018

---

**Recipient Remarks:**

**Division Remarks:**

The authorization of this Project does not constitute a Commitment of Federal Funds until the Project is Converted to a Regular Federal Aid Project.
NEW YORK DEPARTMENT OF TRANSPORTATION

PROJECT TITLE:   NY-4615 OVER LONG ISLAND AVENUE BRIDGE REPLACEMENT (2003000)
PROJECT DESCRIPTION:   Bridge Replacement of NY 4615 (Over Long Island Ave) over Long Island Avenue in Mineola, Town of Brookhaven.  2016 Bridge NY Project.  INF 6 940000
PUNCH:

CLASSIFICATION OF PHASE OF WORK TO BE PUT UNDER AGREEMENT:

HIGHWAY PLANNING & RESEARCH:
PRELIMINARY ENGINEERING:
RIGHT-OF-WAY:
CONSTRUCTION:

EFFECTIVE DATE OF AUTHORIZATION:
2016-01-01

PROGRAM CODE  FAIN  URBAN WITH TOTAL COST  FEDERAL SHARE  PERCENTAGE UNDER AGREEMENT  ADVANCED CONSTRUCTION FUNDS
Z901  04059794Z  001  $3,428,000.00  $9,206  $0.00  $3,428,000.00
TOTAL  $3,428,000.00  $0.00  $3,428,000.00

ESTIMATED TOTAL COST: $3,428,000.00
TOTAL AUTHORIZED FOR PROJECT: $0.00

NEW YORK DEPARTMENT OF TRANSPORTATION

AVAILABLE FUNDS CERTIFIED BY:  Troy Balogh
APPROVED AND REQUESTED BY:  Troy Balogh
AGREEMENT MODIFIED BY:  Wendy Harrington

FEDERAL HIGHWAY ADMINISTRATION

PROJECT INFORMATION REVIEWED BY:  Michael Pigram
APPROVAL RECOMMENDED BY:  John Nicolaen
APPROVED AND AUTHORIZED BY:  Norma Calvillo


DIVISION REMARKS:  The Authorization of this Project does not constitute a Commitment of Federal Funds until the Project is Converted to a Regular Federal-Aid Project.
RESOLUTION NO. - 2019, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 21, FROM NYS ROUTE 25 TO YAPHANK AVENUE AT L.I.E., NORTH SERVICE ROAD (CP 5138)

WHEREAS, the Commissioner of Public Works has requested funds for planning/design and construction in connection with improvements to CR 21; and

WHEREAS, there are sufficient funds within the 2019 Capital Budget and Program to cover the cost of said request; and

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

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

1st RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C) (24) (26) (27) and (33) Information collection including basic data collection and research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action; Routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; Conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action; as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connection with routine or continuing agency administration and management; and be it further

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 as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete improvements to CR 21 from NYS Route 25 to Yaphank Avenue at L.I.E. North Service Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th RESOLVED, that the proceeds of $2,500,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:
<table>
<thead>
<tr>
<th>Project No.</th>
<th>J.C.</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-5138.112</td>
<td>50</td>
<td>Improvements to CR 21, Yaphank Avenue/Middle Island-Yaphank Road</td>
<td>$300,000</td>
</tr>
<tr>
<td>(Fund 001-Debt Service)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>525-CAP-5138.311</td>
<td>50</td>
<td>Improvements to CR 21, Middle Island-Yaphank Road from Longwood Middle School to NYS 25</td>
<td>$1,200,000</td>
</tr>
<tr>
<td>(Fund 001-Debt Service)</td>
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<tr>
<td>525-CAP-5138.312</td>
<td>50</td>
<td>Improvements to CR 21, Yaphank Avenue/Middle Island-Yaphank Road</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>(Fund 001-Debt Service)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DATED:  

APPROVED BY:  

__________________________  
County Executive of Suffolk County  

Date:
## Statement of Financial Impact

**1. Type of Legislation**

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

**2. Title of Proposed Legislation**

**RESOLUTION NO. - 2019, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 21, FROM NYS ROUTE 25 TO YAPHANK AVENUE AT L.I.E., NORTH SERVICE ROAD (CP 5138)**

**3. Purpose of Proposed Legislation**

See above.

**4. Will the Proposed Legislation Have a Fiscal Impact?**

| Yes | X | No |

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

(circle appropriate category)

- [ ] 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 2019 AND DEBT SERVICE WILL COMMENCE SPRING 2020. THERE IS NO FISCAL IMPACT IN 2019. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2020 OPERATING BUDGET. ATTACHED 2020 CAT BASED ON 2018 DATA.

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

Nicholas Paglia
Chief Budget Examiner

**11. Signature of Preparer**

[Signature]

**12. Date**

February 14, 2019

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

<table>
<thead>
<tr>
<th>2020 PROPERTY TAX LEVY</th>
<th>2020 COST TO AVG TAXPAYER</th>
<th>2020 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$233,285</td>
<td>$0.41</td>
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</table>

## POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th>2020 PROPERTY TAX LEVY</th>
<th>2020 COST TO AVG TAXPAYER</th>
<th>2020 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

## COMBINED

<table>
<thead>
<tr>
<th>2020 PROPERTY TAX LEVY</th>
<th>2020 COST TO AVG TAXPAYER</th>
<th>2020 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$233,285</td>
<td>$0.41</td>
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### NOTES:

3) SOURCE FOR EQUALIZATION RATES: 2018 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
### Suffolk County

**General Obligation Serial Bonds**

**Level Debt Service**

#### Term of Bonds

| Amount to Bond: | $2,500,000 |  |

<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>
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<td>$120,003.66</td>
<td>$115,281.25</td>
<td>$233,284.91</td>
<td>$233,284.91</td>
</tr>
<tr>
<td>6/1/2021</td>
<td>5.000%</td>
<td>$125,441.33</td>
<td>$120,921.79</td>
<td>$233,284.91</td>
<td>$233,284.91</td>
</tr>
<tr>
<td>6/1/2022</td>
<td>5.000%</td>
<td>$131,125.39</td>
<td>$121,079.76</td>
<td>$233,284.91</td>
<td>$233,284.91</td>
</tr>
<tr>
<td>6/1/2023</td>
<td>5.000%</td>
<td>$137,067.00</td>
<td>$121,079.76</td>
<td>$233,284.91</td>
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<tr>
<td>6/1/2024</td>
<td>5.000%</td>
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<td>$121,079.76</td>
<td>$233,284.91</td>
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<tr>
<td>6/1/2025</td>
<td>5.000%</td>
<td>$149,770.13</td>
<td>$121,079.76</td>
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**NOTE:** Table calculates interest expense based upon average interest rate over the life of the bonds. Therefore, interest in the early years will be overstated while interest in later years will be understated. The table needs to utilize average interest rate in order to calculate the annual level debt payment.

*According to the County's financial advisors, we see higher coupons with premiums to "buy down" the net interest cost to the issuer. This has to do with the fact that interest rates have been low for so long and now we are in a rising interest rate environment.*
## FINANCIAL IMPACT
### 2019 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
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### POLICE DISTRICT AND DISTRICT COURT

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<th>2019 FEV TAX RATE PER $1000</th>
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### COMBINED

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<th>2019 FEV 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: 2016 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Page 2 of 2

To be completed by the Executive Budget Office
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the CE RESO REVIEW Filing Date associated with the date you would like the legislation LOT, you must contact Intergovernmental Relations.

Unless otherwise specifically requested, Legislation received after the CE Reso Review Filing Date will be LOT at the next General Meeting.

<table>
<thead>
<tr>
<th>CE Reso Review Filing Deadline</th>
<th>Laid on the Table</th>
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<tr>
<td>7/3/19</td>
<td>7/16/19</td>
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<tr>
<td>8/16/19</td>
<td>WED 9/4/19</td>
<td>WED 10/2/19</td>
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<tr>
<td>11/21/19</td>
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</tr>
<tr>
<td><strong>NO LATE STARTERS</strong></td>
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<tr>
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</table>
Date: January 30, 2019

Legislation type (check all that apply)

___ Resolution (other than capital appropriations/appointments/re-appointments)
___ Local Law
___ Charter Law
___ Capital Appropriation with Bond
___ Capital Appropriation without Bond
___ Capital Budget Amendment
___ Operating Budget Amendment
___ New Appointment
___ Re-appointment
___ Consent Calendar {ex. Technical Correction, 100% grant, LL-16}

Title of Legislation:

Appropriating Funds in Connection with Improvements to CR 21, from NYS Route 25 to Yaphank Avenue at L.I.E. North Service Road (CP 5138)

Layman’s summary:

Design funds ($300,000) are requested to procure the services of a consultant firm for evaluation and analysis of a portion of CR 21 from the vicinity of Long Island Avenue to the vicinity of Main Street for potential improvements including sidewalks, guide rail and pavement rehabilitation. It should be noted that there are historic properties within these limits which necessitates coordination with various other entities.

Construction funds ($2,200,000) are requested to secure appropriate funding to Let a project on CR 21 in the vicinity of Longwood Middle School; the project will provide continuous curb & sidewalk, widening and rehabilitation of the existing pavement, traffic signal, pavement marking and signing upgrades and installation of new catch basins and piping. The existing outfall to the Carmans River will be replaced and upgraded including the installation of a stormwater treatment structure; initial construction funds for this section of CR 21 was appropriated in 2018 ($1,900,000); this additional funding ($1,200,000) will enable the Letting to take place as scheduled in the Spring of 2019, with construction start anticipated by Summer.

The remaining $1,000,000 will partially fund the construction project anticipated for the portion of CR 21 from LI Avenue to Main Street.

New or recurring/repeat Legislation (if not new, please provide succinct chronological history of legislation):

935-2017 Improvements to CR 21, Middle Island-Yaphank Road, from Longwood Middle School to New York State 25

Other department(s) impacted, explanation of impact:

Historic Preservation

Are impacted department(s) aware of legislation?

Not at the current time, as an RFP and subsequent consultant selection must occur first.

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

Form 175B (financial)
Prior Funding Resolution
SEQRA Resolution
RESOLUTION NO. -2019, AUTHORIZING USE OF INDIAN ISLAND COUNTY PARK IN RIVERHEAD BY NORTH FORK ENVIRONMENTAL COUNCIL, INC., FOR ITS EARTH DAY 5K RACE

WHEREAS, the North Fork Environmental Council, Inc., is a 501(c)(3) nonprofit organization having its place of business at 12700 Main Road, Mattituck, New York 11952; and

WHEREAS, the North Fork Environmental Council, Inc., would like to use Indian Island County Park in Riverhead to sponsor its Earth Day 5K race for the purpose of raising funds for their educational programs and for their Environmental Education Scholarship Program; and

WHEREAS, the Earth Day 5K race is scheduled to be held on Sunday, April 28, 2019 from 8:00 am to 12:00 pm; and

WHEREAS, the County of Suffolk shall receive consideration in the total amount of Four Hundred Dollars ($400) event fee, as well as a Twenty-five Dollar ($25) application fee; and

WHEREAS, the use of County property for such fundraiser to benefit the North Fork Environmental Council, Inc., would promote and protect the public health, safety, and general welfare of the residents of Suffolk County; now, therefore be it

1st RESOLVED, that the use of Indian Island County Park in Riverhead, in consideration of the payment of Four Hundred Dollars ($400) event fee, and the application fee of Twenty-five Dollars ($25) for the purpose of a Earth Day 5K race on Sunday, April 28, 2019 between the hours of 8:30 a.m. and 12:00 p.m., is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the County's receipt of a Certificate of Insurance naming the County of Suffolk as an additional insured from North Fork Environmental Council, Inc., and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

2nd RESOLVED, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER and Section 643-7 of the SUFFOLK COUNTY CODE to issue a permit to the North Fork Environmental Council, Inc. The Department of Parks, Recreation and Conservation is further authorized, empowered and directed to take such measures, as shall be necessary and appropriate to facilitate the hosting of the Earth Day 5K race for support of the services to benefit the public provided by the North Fork Environmental Council, Inc., at Indian Island County Park in Riverhead; and be it further

3rd RESOLVED, that the North Fork Environmental Council, Inc., shall also provide an entertainment promoter certificate and payment of a Twenty-five Dollar ($25) per Vendor fee to Suffolk County if it wishes to allow vendors at the event to demonstrate or sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further.
4th RESOLVED, that the North Fork Environmental Council, Inc., will be responsible for providing a sufficient number of port-a-lavs and hand-washing stations as determined by the Suffolk County Parks Department based on the anticipated number of attendees for this event; and be it further

5th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
1. Type of Legislation
   Resolution X  Local Law  Charter Law

2. Title of Proposed Legislation
   AUTHORIZING USE OF INDIAN ISLAND COUNTY PARK IN RIVERHEAD BY NORTH FORK ENVIRONMENTAL COUNCIL INC., FOR ITS EARTH DAY 5K RACE

3. Purpose of Proposed Legislation
   Authorize use of County Parkland for fundraising event.

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact
   There is a $400 event fee, and $25 application fee collected by the County for use of the Park.

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

8. Proposed Source of Funding
   N/A

9. Timing Impact
   N/A

10. Typed Name & Title of Preparer
    Emily R. Lauri
    Community Relations Director
    Dept. of Parks, Recreation & Conservation

11. Signature of Preparer
    [Signature]

12. Date
    02/01/2019
    2/20/2019
# FINANCIAL IMPACT
2019 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

## GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
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## POLICE DISTRICT AND DISTRICT COURT

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## COMBINED

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<th>2019 FEV TAX RATE PER $1000</th>
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<tbody>
<tr>
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<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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</tbody>
</table>

NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2018 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
SUMMARY OF FEES: When a park is charging for parking we charge On-Season Rates, however when they are not charging for parking, we charge Off-Season Rate. When an applicant/organization wishes to have alcohol, sold, served or provided at their event, there is an additional charge. Additional fees are assessed for use of the pavilion, showmobile and any equipment for the showmobile.

a. On-Season Park Use Fee:
   - Up to 50 persons.......$60/day
   - 51 to 100 persons.....$120/day
   - 101 to 200 persons...$180/day
   - 201 to 500 persons...$275/day
   - 501 to 1000 persons...$485/day
   - Over 1000 persons....$750/day

c. Suffolk County Alcohol Fee: $40/day

d. Pavilion Use Fee: $125/day

e. Showmobile Fee: $540 for the first 4 hours, $135 for each additional hour

f. Showmobile Extras: $250/day for extended stage, $135/day for generator

PARK SCHEDULE: Different parks have different parking fee schedules. The on-season or off-season park use fees are charged based on the below schedule. Please note: Dates may vary from year to year depending on the dates of the holidays.

a. Southaven, Blydenburgh, Cathedral Pines, West Hills, Lake Ronkonkoma, Sears Bellows, Cedar Point, and [redacted]:
   - 05/27-09/02/2019 (Weekends and Holidays Only) – On-Season Park Use Fee

b. Smith Point, Meschutt & Cupsogue:
   - 05/27-09/02/2019 – On-Season Park Use Fee
   - 09/07-09/08/2019 (Smith Point ONLY) – On-Season Park Use Fee
   - All other dates – Off-Season Park Use Fee

c. All other locations:
   - Off-Season Park Use, all year round.

THIS EVENT: The above highlighted fees have been charged, due to the below stated event details.

Alcohol - No, Pavilion Use - No,
Showmobile - No, Showmobile Extras – N/A

FEE CHARGED: [Signature]
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

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**Unless otherwise specifically requested, legislation received after the Ce Reso Review Filing Date will be LOT at the next General Meeting.**

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<td>3/27/19</td>
<td>4/9/19 Riverhead GM</td>
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<td>5/14/19 4pm start</td>
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<td>11/26/19</td>
<td>12/17/19</td>
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<tr>
<td>11/21/19 NO LATE STARTERS</td>
<td>12/3/19 WARRANTS ONLY</td>
<td>12/17/19</td>
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Date: February 1, 2019

Department/Agency: Parks, Recreation & Conservation

Legislation type (check all that apply)

XXXX Resolution (other than capital appropriations/appointments/re-appointments)

- Local Law
- Charter Law
- Capital Appropriation with Bond
- Capital Appropriation without Bond
- Capital Budget Amendment
- Operating Budget Amendment
- New Appointment
- Re-appointment
- Consent Calendar {ex. Technical Correction, 100% grant, LL-16}

Title of legislation: AUTHORIZING USE OF INDIAN ISLAND COUNTY PARK IN RIVERHEAD BY NORTH FORK ENVIRONMENTAL COUNCIL, INC., FOR ITS EARTH DAY 5K RACE
Layman's summary:

The North Fork Environmental Council (NFEC) wishes to hold its annual Earth Day 5K Run/Walk Fundraiser at Indian Island County Park on Sunday, April 28, 2019. Proceeds from the event will benefit the NFEC’s educational programs and environmental education scholarship program.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

New

Other department(s) impacted, explanation of impact:

None

Are impacted department(s) aware of legislation?

N/A

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

Explanation of Park Fees
RESOLUTION NO. - 2019, ACCEPTING AND APPROPRIATING A GRANT PROVIDING 100% SUPPORT, IN THE AMOUNT OF $1,007,048 IN STATE FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES, AND AMENDING THE 2019 CAPITAL BUDGET AND PROGRAM IN CONNECTION WITH THE PURCHASE OF INTEROPERABLE COMMUNICATIONS EQUIPMENT (CP 3245)

WHEREAS, the New York State Division of Homeland Security and Emergency Services, Office of Interoperable and Emergency Communications has made $1,007,048 in State funds available to Suffolk County for the purpose of enhancing the Suffolk County Police Department’s interoperable communications system; and

WHEREAS, said project is designed to improve the Suffolk County Police Department’s capabilities with regard to interoperable communications through the funding of the purchase of specialized equipment; and

WHEREAS, the operational period of the Project will be from January 1, 2019, through December 31, 2020; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the State portion; and

WHEREAS, sufficient funds are not included in the 2019 Capital Budget and Program to cover the cost of said request under CP 3245 and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2019 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, there are State funds available from the New York State Division of Homeland Security and Emergency Services for this project, with a 100% share allocation of $1,007,048 in State funds; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $1,007,048 in Suffolk County Serial Bonds for the purpose of issuing Bond Anticipation Notes ("BANS"), if needed; 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 New York Code of Rules and Regulations ("NYCRR") Section 617.5 (31) and (33), in that the resolution concerns purchase of furnishings, equipment and supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials; 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 determined that this program with a priority ranking of fifty-nine (59) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the 2019 Capital Budget and Program be and they hereby are amended as follows:

Project No.: 3245
Project Title: Interoperable Communications Equipment

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<th>Revised 2019 Capital Budget and Program</th>
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<tr>
<td>5. Furniture &amp; Equipment</td>
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<td>$1,007,048</td>
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; and be it further

4th RESOLVED, that State Aid be and it hereby is appropriated as follows:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>J.C.</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>525-CAP-3245.513</td>
<td>07</td>
<td>Interoperable Communications Equipment</td>
<td>$1,007,048</td>
</tr>
</tbody>
</table>

; and be it further

5th RESOLVED, that the County Comptroller is hereby authorized and directed to accept State funding in the amount of $1,007,048; and be it further

6th RESOLVED, that the County Comptroller is authorized to issue bond anticipation notes for the total State share of $1,007,048; and be it further

7th RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Division of Homeland Security and Emergency Services and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
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. - 2019, ACCEPTING AND APPROPRIATING A GRANT PROVIDING 100% SUPPORT, IN THE AMOUNT OF $1,007,048 IN STATE FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES, AND AMENDING THE 2019 CAPITAL BUDGET AND PROGRAM IN CONNECTION WITH THE PURCHASE OF INTEROPERABLE COMMUNICATIONS EQUIPMENT (CP 3245)

3. Purpose of Proposed Legislation

See above.

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

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

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

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

Suffolk County is required to first instance fund CP 3245. County Comptroller is authorized to issue BANS to cover State share (100%).

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

N/A

8. Proposed Source of Funding

New York State Division of Homeland Security and Emergency Services, Office of Interoperable and Emergency Communications. 100% support.

9. Timing of Impact

2019

10. Typed Name & Title of Preparer

Nicholas Paglia
Chief Budget Examiner

11. Signature of Preparer

[Signature]

12. Date

February 15, 2019

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

## 2020 Property Tax Levy

### Cost to the Average Taxpayer

<table>
<thead>
<tr>
<th></th>
<th>2020 Property Tax Levy</th>
<th>2020 Cost to Avg Taxpayer</th>
<th>2020 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$232,603</td>
<td>$0.41</td>
<td>$0.001</td>
</tr>
</tbody>
</table>

### Police District and District Court

<table>
<thead>
<tr>
<th></th>
<th>2020 Property Tax Levy</th>
<th>2020 Cost to Avg Taxpayer</th>
<th>2020 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

### Combined

<table>
<thead>
<tr>
<th></th>
<th>2020 Property Tax Levy</th>
<th>2020 Cost to Avg Taxpayer</th>
<th>2020 FEV Tax Rate per $1000</th>
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<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$232,603</td>
<td>$0.41</td>
<td>$0.001</td>
</tr>
</tbody>
</table>

## Notes:

1. Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2017.
3. Source for equalization rates: 2018 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
Term of Bonds
Amount to Bond: $1,007,048

<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>6/1/2020</td>
<td>5.00%</td>
<td>$182,250.31</td>
<td>$50,352.40</td>
<td>$232,602.71</td>
<td>$232,602.71</td>
</tr>
<tr>
<td>6/1/2021</td>
<td>5.00%</td>
<td>$191,362.82</td>
<td>$20,619.94</td>
<td>$212,982.77</td>
<td>$232,602.71</td>
</tr>
<tr>
<td>6/1/2022</td>
<td>5.00%</td>
<td>$200,530.67</td>
<td>$15,835.87</td>
<td>$216,765.54</td>
<td>$232,602.71</td>
</tr>
<tr>
<td>6/1/2023</td>
<td>5.00%</td>
<td>$210,777.51</td>
<td>$10,812.60</td>
<td>$221,590.11</td>
<td>$232,602.71</td>
</tr>
<tr>
<td>6/1/2024</td>
<td>5.00%</td>
<td>$221,526.39</td>
<td>$5,538.16</td>
<td>$227,064.55</td>
<td>$232,602.71</td>
</tr>
<tr>
<td>6/1/2025</td>
<td>5.00%</td>
<td>$1,007,048.00</td>
<td>$155,985.54</td>
<td>$1,163,033.54</td>
<td>$1,163,013.54</td>
</tr>
</tbody>
</table>

NOTE: Table calculates interest expense based upon average interest rate over the life of the bonds. Therefore, interest in the early years will be overstated while interest in the later years will be understated. The table needs to utilize average interest rate in order to calculate the annual level debt payment.

*According to the County’s financial advisors, we see higher coupons with premiums to "buy down" the net interest cost to the issuer. This has to do with the fact that interest rates have been low for so long and now we are in a rising interest rate environment.
### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
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### POLICE DISTRICT AND DISTRICT COURT

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### COMBINED

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<tr>
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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: 2018 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office
October 23, 2018

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 announce that Suffolk County has been awarded $1,007,048 under the New York State 2018 Statewide Interoperable Communications Grant Program (2018 SICG-Formula). This program, administered by my agency, allows for the State support to aid county, local and municipal public safety organizations in enhancing emergency response, improving capability, improvements in governance structures, operating procedures, infrastructure development, and addressing SAFECOM guidance from the U.S. Department of Homeland Security Office of Emergency Communications (OEC). The 2018 SICG-Formula Program will concentrate on improving interoperability and operability of communications systems in New York State. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the State.

The performance period for the 2018-SICG-Formula grant will be 24 months, beginning calendar year 2019 (January 1, 2019 – December 31, 2020), with the possibility of an extension. Expenses that you wish to claim must occur within that period. In order to provide these funds to you as quickly as possible, we will need to gather budget information within 30 calendar days from the date of this letter that reflects the award amount. Our Grants Program Administration staff will work with your designated SICG point of contact to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Andrew Cuomo, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of "your public safety first" responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Director, Michael A. Sprague, at 518-322-4911.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

Roger L. Parrino, Sr.
Commissioner

cc: Mr. Michael Postel, Police Communications Systems Director
**STATE AGENCY**
New York State Division of Homeland Security and Emergency Services
1220 Washington Avenue
Building 7A Suite 710
Albany, NY 12242

**GRANTEE/CONTRACTOR (Name & Address)**
Suffolk County
H Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11786

**FEDERAL TAX IDENTIFICATION NO.:** 11-6000464
**MUNICIPALITY NO.:** (if applicable) 4701000000 000
**SFO VENDOR NO.:** 1000000899
**DUN & BRADSTREET NO.:** 065949190

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

**CHARITIES REGISTRATION NUMBER:**
N/A
(Enter number of Exempt)
if "Exempt" is entered above, reason for exemption.
N/A

Contractor has filed with the Attorney General's Charities Bureau all required periodic or annual written reports.

**NYS COMPTROLLER'S NUMBER:** C190014
(Contract Number)

**ORIGINATING AGENCY CODE:** 01077

**TYPE OF PROGRAMS:** S2018

**CFDA NUMBER:**

**DHSES NUMBERS:** WM18198014

**INITIAL CONTRACT PERIOD:**
FROM 01/01/2019 TO 12/31/2020

**FUNDING AMOUNT FOR INITIAL PERIOD:** $1,007,048.00

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

**APPENDIX ATTACHED AND PART OF THIS AGREEMENT**

- APPENDIX A Standard Clauses required by the Attorney General for all State contracts
- APPENDIX A1 Agency-specific Clauses
- APPENDIX B Budget
- APPENDIX C Payment and Reporting Schedules
- APPENDIX D Program Warden and Special Conditions
- APPENDIX K Modification Agreement Form (to accompany modified appendices or changes in terms or conditions of any existing period or renewal periods)
- DHSES-58 Budget Amendment/Grant Extension Request
- Other - Certification Regarding Delinquent, Suspension, Insolvency, and Voluntary Suspension

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

NYS Division of Homeland Security and Emergency Services

**BY:** 
Date:

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

GRANTEE:

**BY:** Mr. Dennis M. Cohen, Chief Deputy County Executive  
**DATE:**

**ATTORNEY GENERAL'S SIGNATURE**

**COMPTROLLER'S SIGNATURE**

Title: ____________________________  
Date: ____________________________

Title: ____________________________  
Date: ____________________________
Award Contract
Project No.
SI18-1036-D00

Statewide Interoperable Communications Grant

Grantee Name
Suffolk County

02/01/2019
Award Contract

Project No.  
SH18-1036-D00

Grantee Name  
Suffolk County  
02/01/2019

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).

https://grants.dhser.gov/NYOH_GMS/Project/ReportContractAward.jsp  
2/1/2019
C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appended identified on the face page hereof.

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

1. Appendix A-1
2. Modifications to the Face Page
3. Modifications to Appendices B, C and D
4. The Face Page
5. Appendices B, C and D
6. Other attachments, including, but not limited to, the request for proposal or program application

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

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

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

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

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

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

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

L. Notice:

https://grants.dhbes.ny.gov/NYOH_GMS/Project/ReportContractAward.jsp 2/1/2019
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 the purposes of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

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

https://grants.dhsses.ny.gov/NYOHIS_GMS/Project/ReportContractAward.jsp 2/1/2019
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 1984 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.\(^2\)

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

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

C. Termination:

1. Grounds:

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

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

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

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

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

State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

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

2. Notice of Termination:

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

   i. personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Terms and Conditions:

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

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

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

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunill@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.

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 Contract has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

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

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

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

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

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

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

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in

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Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

B. Subcontractors:

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

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the

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subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

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

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

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

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontracts 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 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

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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-ae; 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 activities 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 the Contractor nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

https://grants.dhses.ny.gov/NYOHSGMS/Project/ReportContractAward.jsp 2/1/2019
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

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

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

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

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

L. Workers’ Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

a. to require updates or clarifications to the Questionnaire upon written request;

b. to inquire about information included in or required information omitted from the Questionnaire;

c. to require the Contractor to provide such information to the State within a reasonable timeframe; and

d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e. to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.
5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

   a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

   b. the State’s discovery of any material information which pertains to the Contractor’s responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law: 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 (M/WBE Regulations) for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

   b. The Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (‘EEO') and
contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises (MWBE') participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newyorkcontracts.com/FormDataSearchPublic.aspx. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

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

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

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph "e" of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor
must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:
   1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
   2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixty day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. MWBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MWBE contractor associations.

(2) Request a list of State-certified MWBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.

(6) Ensure that progress payments to MWBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage MWBE participation.

EEO
(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.

5. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a. The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor’s expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the
amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor’s request for travel, meals or lodging reimbursement shall be in accordance with Appendix B. Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: http://www.osc.state.ny.us/agencies/travel/travel.htm.

6. The Contractor’s employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

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

   b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

   c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

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

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

   f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

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

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

https://grants.dhses.ny.gov/NYOHS_GMS/Project/ReportContractAward.jsp  2/1/2019
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 Contract 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 advance funds. The Contractor may keep interest earned up to $500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

https://grants.dhses.ny.gov/NYOH_GMS/Project/ReportContractAward.jsp 2/1/2019
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

1. Contracting with small and minority firms, women’s business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO’s Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend $500,000 or more from
all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO’s Government Auditing Standards, located at http://www.gao.gov/govaud/ylb01.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.
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 $6,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
b. Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

ENDNOTES:

1 To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

2 As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

3 A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

4 Fee for Service is a rate established by the Contractor for a service or services rendered.

5 Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

6 Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

7 Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

8 Not applicable to not-for-profit entities

VER 07/15

https://grants.dhses.ny.gov/NYOHS_GMS/Project/ReportContractAward.jsp 2/1/2019
## Budget Summary by Participant

Suffolk County - Version 1

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Suffolk County Police Department

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Award Contract

Project No. SI18-1036-D00

Grantee Name Suffolk County

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 Reconciliation Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security

https://grants.dhsses.ny.gov/NYOHS_GMS/Project/ReportContractAward.jsp 2/1/2019
and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.
2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30  
Calendar Quarter: April 1 - June 30 -- Report Due: July 30  
Calendar Quarter: July 1 - September 30 -- Report Due: October 30  
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Rev. 07/2015

Certified by - on
Work Plan

Goal
Make necessary improvements and provide for sustainment of Land Mobile Radio Systems (LMR), implementation and maintenance of components supporting interoperability, continuous training and exercise, sustainment and further development of the governance structure. Enhance emergency response and improve capability and performance results from the U.S. Department of Homeland Security’s (DHS) National Emergency Communication Plan (NECP), improvements in governance structures, operating procedures, infrastructure development and addressing SAFECOM guidance from the U.S. Department of Homeland Security Office of Emergency Communications (OEC).

Objective #1
Investment Justification - Not Applicable
NY State Critical Capability
Primary - Not Applicable

To ensure progress towards the goals and milestones described in the Statewide Communications Interoperability Plan (NYSCIP) and toward communication priorities identified by the Federal government (SAFECOM). Provide stability, sustainment and further development of LMR systems and regional solutions developed to date. Provide for the development and coordination of National Interoperability Channels, State Regional, Tribal and Local mutual aid channels; development of interoperable communications infrastructure; improvements of Public Safety Answering Points (PSAPs) toward Next Generation 911 (NG-911) development in accordance with New York State plan and vision; development of governance and SOPs; Development of inventory of statewide communications resources (i.e. continuous participation in CASM-Communications Assets Survey and Mapping tool) and Tactical Interoperable Communication Plan (TICP) development, update and utilization.

Task #1 for Objective #1
Purchase allowable interoperable communication equipment and/or acquire services and/or provide maintenance. Train appropriate personnel in the proper use of equipment and place equipment into service. Establish or improve governance and standard operating procedures related to such equipment. Report on progress of implementation of project and the development and implementation of formalized standard operating procedures and governance structure.

# Performance Measure
Identify equipment ordered and received and/or services acquired and/or maintenance activities conducted. Provide a brief narrative on the training of personnel and the deployment of equipment and/or activities conducted. Provide a brief narrative, including examples, of formalized governance and/or standard operating procedures. Describe how the project enhanced interoperable communication capabilities in the jurisdiction. Describe how the project increased multi-agency regional partnerships, including partnerships with consortiums. Equipment and services accountability records are properly maintained. Provide explanation if equipment is received but not deployed; include deployment plans as appropriate.

Objective #2
G & T Workplan Code - Not Applicable
Investment Justification - Not Applicable
NY State Critical Capability
Primary - Not Applicable
To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

Task #1 for Objective #2
Provide equal employment opportunities for minority group members and women (EEO).

# Performance Measure
1 DHSES Local Assistance MWBE Equal Employment Opportunity Staffing Plan form submitted.

Task #2 for Objective #2
Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs). Submit Local Assistance MWBE Subcontractor/Supplier Utilization Form to DHSES.

# Performance Measure
Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified MBEs, as subcontractors/suppliers.

Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified WBEs, as subcontractors/suppliers.

Task #3 for Objective #2
Utilize good faith efforts, pursuant to 5 NYCRR 142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

# Performance Measure
1 Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.
Suffolk County Indemnification Clause: NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, Appendix A-1, Section I, paragraph O; Section IV, paragraph A, parts 1 and 2, and paragraph B, parts 1-6: The State and Contractor agree that Contractor is an independent contractor, and not an employee of the State. If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Contractor shall be solely responsible to the State for performance, whether the work is performed by the Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney’s fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee’s duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

Certified by - on
The subrecipient shall use the funds provided pursuant to this Agreement to carry out the Work Plan described in this Appendix D. Any services in this contract awarded by the Division of Homeland Security and Emergency Services (DHSES) Office of Interoperable and Emergency Communications (OIEC) to subrecipient based on the subrecipient's submission of an Application Proposal in response to a Request for Applications (RFA) shall be subject to the terms and conditions in both the subrecipient's Application Proposal and the RFA, incorporated herein by reference, which shall apply as if fully stated herein. This Program Work Plan shall not be modified without approval from the DHSES. If modification to this Program Work Plan is necessary, the subrecipient shall submit a written request to DHSES OIEC and await DHSES OIEC approval before implementing such changes. If changes in the Work Plan are made without DHSES OIEC's prior approval, DHSES OIEC reserves the right, in its sole discretion, to disallow reimbursement for the modifications, reduce the amount payable to the subrecipient, terminate this Agreement, or take any other action deemed necessary.

A. Permissible Use of Funding
1. Statewide Interoperable Communications Grant (SICG) funds must be used in accordance with the guidelines set forth in the Request for Applications, which can be located at http://www.dhses.ny.gov/oiec/grants/.
2. Any unused funds will be reprogrammed pursuant to a plan approved by the Division of Homeland Security and Emergency Services, Office of Interoperable and Emergency Communications.
3. The project must commence 180 days after successful approval of the contract by the New York State Office of the Comptroller.

B. Record Requirements
1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding SICG 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 made available to DHSES, upon request.

C. Equipment Purchases
1. Equipment purchased with grant funds must fall within the allowable equipment categories for SICG as listed in the Request for Applications, which can be located at http://www.dhses.ny.gov/oiec/grants/.
2. Subrecipients are responsible to request a determination of eligibility from the Office of Interoperable and Emergency Communications for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using SICG funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHSES/OIEC Grant Guidance for grant funding, requires that all interoperable communications equipment employ the use of APCO P.25 compliant equipment; a recommended technology to achieve emergency interoperable communications.
4. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that subrecipients must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.
D. Training & Exercise Related Activities
1. Any training courses to be supported by this award must be on equipment contained in the approved application. Subrecipients are responsible to request a determination of eligibility from the Office of Interoperable and Emergency Communications for any training in question.
2. Subrecipients are required to be NIMS compliant. DHSES/CIEC 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. Planning, Administration and Deployment Costs
1. Services relating to developing, designing and implementing interoperability plans and network system development must be consistent with awarded applications.
2. Permissible costs are limited to costs associated with the development and deployment of public safety communications systems, networks, technology or facilities whose purpose is to provide the sharing of voice, data and video transmissions; dispatch and incident management involving two or more organization or jurisdiction and in accordance with approved interoperability plans operating standards.

F. Law Enforcement Requirements
1. Subrecipients agree that such funding shall leverage a regional approach to support multi-jurisdictional (two or more counties) and multi-discipline (e.g., law enforcement, fire service, emergency medical, emergency management, public health, public works and communication centers) public safety communications.
2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems is accomplished.
3. Acceptance of the SICG funding indicates your acknowledgement that State agencies/authorities and other jurisdictions are permitted on your radio system for the coordination and provision of State assistance. Failure to comply with this requirement may result in a disallowance of costs and jeopardize future funding opportunities.

G. Consortium Requirements
1. Subrecipients must be an active member of, or demonstrate a commitment to, a regional consortium. Such a consortium shall consist of two or more counties formed to promote multi-jurisdictional (two or more) and multi-discipline (two or more) (e.g., law enforcement, fire service, emergency medical, emergency management, public health, public works and communication centers) public safety communications and Interoperability, and must support the agencies of the State of New York.
2. If not currently a member of a consortium, the commitment to participate in a consortium must be in effect and certified within 120 days of notice of potential award. Certification requirements can be found in the Request for Applications, which can be located at http://www.dhkses.ny.gov/ciec/grants/.
3. Subrecipients are responsible to ensure that funds used under this grant acknowledge accessibility for other jurisdictions and levels of government, including state agencies, to share communications systems to achieve further statewide cross-jurisdictional and intergovernmental interoperability goals and objectives.
4. Subrecipients must maintain membership in the consortiums indicated in their application throughout the grant period.

H. SEQRA and EHP Requirements
1. Subrecipients shall ensure compliance with the State Environmental Quality Review Act of 1975, as amended, and all other local environmental and historic preservation requirements, in the planning and execution of all projects under this grant. Please contact the New York State Division of Environmental Conservation, or visit http://www.dec.ny.gov/permits/357.html, for additional information.
2. If federal dollars will be used to fund any part of the projects under this Contract, subrecipients are further required to comply with all applicable federal environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
3. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.
4. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
requirements.
5. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the New York State Office of Parks, Recreation and Historic Preservation (OPRHP).

I. 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.

J. 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 mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.
2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES-specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Subrecipients must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.
4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded subrecipients agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.
6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

K. Construction and Infrastructure
1. In those instances where a tower will be constructed using SICG funds, access and use of such tower by State Agencies shall be at no-cost to the State. However all costs associated with the installation of operation of the State's user equipment shall be the sole responsibility of the State. Costs may include, but not be limited to: environmental assessments; structural assessments and tower reinforcement, if needed; costs associated with the licensing installation and operation of the State's user equipment, including electrical power and telecommunications lines.
2. When possible, the subrecipient shall provide emergency stand by power to support the State's user equipment. If the existing facility is not capable of supporting the State's needs, the subrecipient agrees to
provide sufficient space for the installation and operation of a State-owned generator.

LI. Communications Assets Survey and Mapping (CASM) tool maintenance and updates.
1. Subrecipient must input information into CASM, actively maintain and update the data to ensure information remains up to date within the CASM tool.
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the Ce Reso Review Filing Date associated with the date you would like the legislation LOT, you **must** contact Intergovernmental Relations.

*Unless otherwise specifically requested, legislation received after the Ce Reso Review Filing Date will be LOT at the next General Meeting.*

| **CE Reso Review Filing Deadline**
<p>| <strong>Wednesday at 5pm UNLESS OTHERWISE NOTED</strong> | <strong>Laid on the Table</strong> | <strong>Earliest Possible Vote</strong> | <strong>Cycle for which attached legislation is submitted</strong> |
|---------------------------------|------------------|-----------------|-------------------------|----------------------------------|
| 1/30/19                         | WED 2/13/19      | 3/5/19          |                         |                                  |
| 2/20/19                         | 3/5/19 Riverhead GM + Committees | 3/26/19         |                         | X                                 |
| 3/13/19                         | 3/26/19          | 4/9/19          |                         |                                  |
| 3/27/19                         | 4/9/19 Riverhead GM | 5/14/19         |                         |                                  |
| 5/1/19                          | 5/14/19 4pm start | 6/4/19          |                         |                                  |
| 5/22/19                         | 6/4/19           | 6/18/19         |                         |                                  |
| 6/5/19                          | 6/18/19 4pm start Riverhead GM + Committees | 7/16/19         |                         |                                  |</p>
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<tr>
<th>CE Reso Review Filing Deadline</th>
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<th>Earliest Possible Vote</th>
<th>Cycle for which attached legislation is submitted</th>
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<td>7/16/19</td>
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Date: 2/5/19

Department/Agency: Police Department

Legislation type (check all that apply)

- [ ] Resolution (other than capital appropriations/appointments/re-appointments)
- [X] Local Law
- [ ] Charter Law
- [ ] Capital Appropriation with Bond
- [X] Capital Appropriation without Bond
- [ ] Capital Budget Amendment
- [ ] Operating Budget Amendment
- [ ] New Appointment
- [ ] Re-appointment
- [ ] Consent Calendar {ex. Technical Correction, 100% grant, LL-16]
Title of legislation:

ACCEPTING AND APPROPRIATING A GRANT PROVIDING 100% SUPPORT, IN THE AMOUNT OF $1,007,048 IN STATE FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES, AND AMENDING THE 2019 CAPITAL BUDGET AND PROGRAM IN CONNECTION WITH THE PURCHASE OF INTEROPERABLE COMMUNICATIONS EQUIPMENT (CP3245)

Layman's summary: To accept a grant award of $1,007,048 to improve Suffolk County's interoperable communications abilities. Funding will facilitate enhanced interoperability within Suffolk County, Nassau County, and Westchester County through the implementation of interoperable solutions and purchase of specialized equipment. The program will allow for enhanced Interoperable Communications during emergencies and provide additional safety for our personnel when outside of the coverage of the County Radio System. This will also assist outside agencies that travel into Suffolk County, to Interoperate with the Suffolk County Trunked Radio System. We will also be adding additional National Interoperability Channels in areas of the County.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

730-2017, 471-2018

Other department(s) impacted, explanation of impact:

None

Are impacted department(s) aware of legislation?

NA

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):
Grant Award Letter
Grant Contract
RESOLUTION NO. -2019, ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $70,000 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 80.88% SUPPORT

WHEREAS, the United States Department of the Treasury, Internal Revenue Service, has made $70,000 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, the operational period of the project is from October 1, 2018 through September 30, 2019; and

WHEREAS, said reimbursement funds have not been included in the 2019 Suffolk County Operating Budget; now, therefore be it

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

**REVENUE:**

<table>
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<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
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<td>003</td>
<td>POL</td>
<td>3248</td>
<td>4376</td>
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**ORGANIZATIONS:**

Police Department (POL)
IRS STEPP 19
003-POL-3248 - $70,000

**1000-PERSONAL SERVICES:** $65,000

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**4300-TRAVEL:** $5,000

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and be it further

2\textsuperscript{nd} RESOLVED, that the non-reimbursable fringe benefits of approximately $16,543 associated with the overtime salaries for this program will be funded by the Suffolk County Operating Budget; and be it further

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

4\textsuperscript{th} 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:
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution  X  Local Law  Charter Law

2. Title of Proposed Legislation
   ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $70,000 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 80.88% SUPPORT

3. Purpose of Proposed Legislation
   See above.

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact
   This resolution provides $70,000 for STEPP. Matching funds totaling $16,543 are funded by the operating budget.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
   This grant must be expended between October 1, 2018 and September 30, 2019.

8. Proposed Source of Funding
   IRS and Suffolk County Operating Budget

9. Timing of Impact
   Effective upon adoption.

10. Typed Name & Title of Preparer
    Tricia Saunders
    Principal Research Analyst

11. Signature of Preparer
    [Signature]

12. Date
    February 19, 2019

SCIN FORM 175b (10/95)  Page 1 of 2
## FINANCIAL IMPACT
2019 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

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### POLICE DISTRICT AND DISTRICT COURT

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### COMBINED

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<tr>
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**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2018 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
REQUEST TO ESTABLISH REIMBURSEMENT FOR
LOCAL, COUNTY, AND STATE LAW ENFORCEMENT AGENCIES
PARTICIPATING IN JOINT LAW ENFORCEMENT OPERATIONS
WITH TREASURY LAW ENFORCEMENT AGENCIES

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<th>TREASURY AGENCY:</th>
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<th>NO</th>
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<td>OCDETF CASE #:</td>
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<td>MAILING ADDRESS:</td>
<td>FOR OVERTIME:</td>
<td>YES</td>
<td>NO</td>
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<tr>
<td>1180 Veterans Memorial Highway</td>
<td>FOR OTHER:</td>
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<td>NO</td>
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<tr>
<td>Hauppauge, NY 11788</td>
<td>CONTACT TELEPHONE NUMBER:</td>
<td>631-851-49101</td>
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<td>CONTACT PERSON:</td>
<td>REQUEST DATE:</td>
<td>09/28/2018</td>
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<tr>
<td>Supervisory Special Agent Lani Espinal</td>
<td>TREASURY AGENCY FIELD OFFICE APVAL (NAME &amp; SIGNATURE)</td>
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James D. Robnett
Special Agent In Charge

TREASURY AGENCY HEADQUARTERS APVAL (NAME & SIGNATURE & DATE)

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<tr>
<th>FULL NAME, ADDRESS, TELEPHONE AND TAXPAYER IDENTIFICATION NUMBER OF LOCAL, COUNTY, STATE AGENCY</th>
<th>EXPENSES TO BE REIMBURSED</th>
<th>ESTIMATED COSTS</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 Ave&lt;br&gt;Yaphank, NY 11980&lt;br&gt;EIN: 11-6000468</td>
<td>Overtime 7 Detectives, 1 Sergeant, 1 Lieutenant</td>
<td>$65,000</td>
</tr>
<tr>
<td>Attn: Lt. William Burke&lt;br&gt;631-852-6547</td>
<td>Vehicle Leases</td>
<td>$0,000</td>
</tr>
<tr>
<td></td>
<td>Travel</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TFF APPROVAL AND DATE</th>
<th>TOTAL ESTIMATED COSTS</th>
</tr>
</thead>
</table>

Form 9974 (Rev. 6-96) Cat. No. 224552
Department of the Treasury - Internal Revenue Service
<table>
<thead>
<tr>
<th>ACCOUNTING DATA:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>RFYS:</td>
<td></td>
</tr>
<tr>
<td>BUDPLN:</td>
<td></td>
</tr>
<tr>
<td>PROGRAM:</td>
<td></td>
</tr>
<tr>
<td>FUND:</td>
<td></td>
</tr>
<tr>
<td>ORG:</td>
<td></td>
</tr>
<tr>
<td>OCC:</td>
<td></td>
</tr>
</tbody>
</table>

$70,000.00
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 1982, 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 dates of last firearm 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 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 counter-sign 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.

[Signatures and dates]

[Printed names and titles]

Edward Webber, Commissioner
Printed Name: Edward Webber
Title: Commissioner
Suffolk County Police Department

[Signature] 12/20/12
Date: 12/20/12

[Printed names and titles]

Tony Welrath, Special Agent in Charge
Printed Name: Tony Welrath
Title: Special Agent in Charge
Criminal Investigation
New York Field Office
Internal Revenue Service

[Signature] 1/6/13
Date: 1/6/13

[Printed names and titles]

Charles Delmar Senior Accountant
Printed Name: Charles Delmar
Title: Senior Accountant
Chief Financial Officer
Suffolk County Police Department

[Signature] 11/16/12
Date: 11/16/12

[Printed names and titles]

Paul J. Marquista, Attorney
Printed Name: Paul J. Marquista
Title: Attorney
Chief Deputy County Attorney

[Signature] 11/16/12
Date: 11/16/12

[Printed names and titles]

Joseph Gordon, Assistant County Attorney
Printed Name: Joseph Gordon
Title: Assistant County Attorney

[Signature] 11/16/12
Date: 11/16/12

[Form number and date] Form 8878 (Rev. 09-2012) Oct 24 2015
Department of the Treasury — Internal Revenue Service
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the Ce Reso Review Filing Date associated with the date you would like the legislation LOT, you **must** contact Intergovernmental Relations.

**Unless otherwise specifically requested, legislation received after the Ce Reso Review Filing Date will be LOT at the next General Meeting.**

<table>
<thead>
<tr>
<th>CE Reso Review Filing Deadline</th>
<th>Laid on the Table</th>
<th>Earliest Possible Vote</th>
<th>Cycle for which attached legislation is submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Wednesday at 5pm UNLESS OTHERWISE NOTED</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/30/19</td>
<td>WED 2/13/19</td>
<td>3/5/19</td>
<td></td>
</tr>
<tr>
<td>2/20/19</td>
<td>3/5/19 Riverhead GM + Committees</td>
<td>3/26/19</td>
<td>X</td>
</tr>
<tr>
<td>3/13/19</td>
<td>3/26/19</td>
<td>4/9/19</td>
<td></td>
</tr>
<tr>
<td>3/27/19</td>
<td>4/9/19 Riverhead GM</td>
<td>5/14/19</td>
<td></td>
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<tr>
<td>5/1/19</td>
<td>5/14/19 4pm start</td>
<td>6/4/19</td>
<td></td>
</tr>
<tr>
<td>5/22/19</td>
<td>6/4/19</td>
<td>6/18/19</td>
<td></td>
</tr>
<tr>
<td>6/5/19</td>
<td>6/18/19 4pm start Riverhead GM + Committees</td>
<td>7/16/19</td>
<td></td>
</tr>
<tr>
<td>CE Reso Review Filing Deadline</td>
<td>Laid on the Table</td>
<td>Earliest Possible Vote</td>
<td>Cycle for which attached legislation is submitted</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------------------</td>
<td>------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Wednesday at 5pm UNLESS OTHERWISE NOTED</td>
<td>7/16/19</td>
<td>WED 9/4/19</td>
<td></td>
</tr>
<tr>
<td>7/3/19</td>
<td>7/16/19</td>
<td>WED 9/4/19</td>
<td></td>
</tr>
<tr>
<td>8/16/19 FRIDAY</td>
<td>WED 9/4/19</td>
<td>WED 10/2/19</td>
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</tr>
<tr>
<td>9/18/19</td>
<td>WED 10/2/19 4pm start</td>
<td>11/26/19</td>
<td></td>
</tr>
<tr>
<td>11/13/19</td>
<td>11/26/19</td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td>11/21/19 NO LATE STARTERS</td>
<td>12/3/19 WARRANTS ONLY</td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td>Election Year - All bills die at end of calendar year</td>
<td>12/17/19</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: 2/5/19

Department/Agency: Police Department

Legislation type (check all that apply)

X Resolution (other than capital appropriations/appointments/re-appointments)

_____ Local Law

_____ Charter Law

_____ Capital Appropriation with Bond

_____ Capital Appropriation without Bond

_____ Capital Budget Amendment

_____ Operating Budget Amendment

_____ New Appointment

_____ Re-appointment

_____ Consent Calendar {ex. Technical Correction, 100% grant, LL-16}
Title of legislation:

Accepting and appropriating Federal funding in the amount of $70,000 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 80.88% support.

Layman's summary:
To accept $70,000 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.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

Other department(s) impacted, explanation of impact:

None

Are impacted department(s) aware of legislation?

NA

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):
Funding Document
Reimbursement Agreement
RESOLUTION NO. -2019, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF $66,745 IN FEDERAL PASS-THROUGH FUNDING FROM THE STATE OF NEW YORK DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE SUFFOLK COUNTY POLICE DEPARTMENT’S STOP VIOLENCE AGAINST WOMEN FORMULA GRANT PROGRAM WITH 75% SUPPORT

WHEREAS, the State of New York Division of Criminal Justice Services has made available Federal pass-through funding from the Office on Violence Against Women, U.S. Department of Justice, for the Suffolk County Police Department’s STOP Violence Against Women program pursuant to the STOP Violence Against Women Formula Award program; and

WHEREAS, the funding is available from January 1, 2019 through December 31, 2019; and

WHEREAS, this grant program requires a 25% funding match of $22,248.22 for the period of January 1, 2019 through December 31, 2019; and

WHEREAS, said match will be met with the salaries of the Sexual Assault Nurse Examiner (SANE) nurses; and

WHEREAS, the salaries for the SANE nurses are included in the 2019 Suffolk County Operating Budget; and

WHEREAS, said grant funds totaling $66,745 have not been included in the 2019 Suffolk County Operating Budget; and

WHEREAS, the grant funding will provide for the purchase of components required to fabricate Panic Alarm Kits; and

WHEREAS, once completed such Panic Alarms will be placed in the homes of victims of violence such as domestic violence, sexual assault, and stalking; now, therefore, be it

RESOLVED, that the County Comptroller be and hereby is authorized to accept and appropriate said grant funds as follows:

STOP Violence Against Women Formula Grant 19 - $66,745

REVENUES:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>POL</td>
<td>3257</td>
<td>4300</td>
<td>66,745</td>
</tr>
</tbody>
</table>

ORGANIZATIONS:
Police Department (POL)  
STOP Violence Against Women Formula Grant 2019  
003-POL-3257 - $66,745

2000-EQUIPMENT: $66,745

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>POL</td>
<td>DEG</td>
<td>3257</td>
<td>2090</td>
<td>0000</td>
<td>Radio and Communication</td>
<td>66,745</td>
</tr>
</tbody>
</table>

and be it further

2nd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) 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.

3rd RESOLVED, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Division of Criminal Justice Services.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
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 $66,745 IN FEDERAL PASS-THROUGH FUNDING FROM THE STATE OF NEW YORK DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE SUFFOLK COUNTY POLICE DEPARTMENT'S STOP VIOLENCE AGAINST WOMEN FORMULA GRANT PROGRAM WITH 75% SUPPORT

3. Purpose of Proposed Legislation

See above.

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes**

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 5 is "yes", Provide Detailed Explanation of Impact

This resolution provides $66,745 for STOP Violence Against Women. Matching funds totaling $22,248.22 are funded by the operating budget.

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

   This grant must be expended between January 1, 2019 and December 31, 2019.

8. Proposed Source of Funding

   NY Division of Criminal Justice and Suffolk County Operating Budget

9. Timing of Impact

   Effective upon adoption.

10. Typed Name & Title of Preparer

    Tricia Saunders
    Principal Research Analyst

11. Signature of Preparer

12. Date

   February 19, 2019
## FINANCIAL IMPACT
### 2019 PROPERTY TAX LEVY
#### COST TO THE AVERAGE TAXPAYER

<table>
<thead>
<tr>
<th></th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GENERAL FUND</strong></td>
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<td></td>
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</tr>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>POLICE DISTRICT AND DISTRICT COURT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>COMBINED</strong></td>
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</tr>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2018 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
Grant Award Notice

<table>
<thead>
<tr>
<th>Grantee/Contractor:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffolk County</td>
<td>June 28, 2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Name:</th>
<th>Award Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018 STOP VAWA Formula Award</td>
<td>$66,744.66</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signatory Name and Title:</th>
<th>Term Dates:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dennis Cohen, Chief Deputy County Executive</td>
<td>January 1, 2019 to December 31, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email:</th>
<th>Project ID No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:Susan.Krause@suffolkcounty.ny.gov">Susan.Krause@suffolkcounty.ny.gov</a></td>
<td>SV18-1109-R02</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SFS Vendor ID No.:</th>
<th>Contract No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000000809</td>
<td>C652152</td>
</tr>
</tbody>
</table>

Additional Information:

This award is the result of DCJS exercising the final one year renewal option for your current STOP VAWA Formula Award.

The award amount listed above is contingent on the availability of grant funds.

If you have any questions on this award, please contact:

Tina Vogel
NYS Division of Criminal Justice Services
Office of Program Development and Funding
(518) 485-9905 or Tina.Vogel@dcjs.ny.gov

Congratulations on your award. DCJS looks forward to working with you on this important project.
<table>
<thead>
<tr>
<th><strong>STATE AGENCY</strong></th>
<th><strong>NYS COMPTROLLER’S NUMBER:</strong> C552192</th>
</tr>
</thead>
<tbody>
<tr>
<td>Division of Criminal Justice Services</td>
<td>(Contract Number)</td>
</tr>
<tr>
<td>80 South Swan Street</td>
<td>ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services</td>
</tr>
<tr>
<td>Albany, NY 12210</td>
<td></td>
</tr>
<tr>
<td><strong>GRANTEE/CONTRACTOR:</strong> (Name &amp; Address)</td>
<td><strong>TYPE OF PROGRAMS:</strong> FY2015 STOP Formula Award</td>
</tr>
<tr>
<td>Suffolk County</td>
<td><strong>DCJS NUMBERS:</strong> SV18852192</td>
</tr>
<tr>
<td>H Lee Dennison Building</td>
<td><strong>CFDA NUMBERS:</strong> 15.586</td>
</tr>
<tr>
<td>400 Caretton Ave</td>
<td></td>
</tr>
<tr>
<td>Central Islip, NY 11722</td>
<td></td>
</tr>
<tr>
<td><strong>FEDERAL TAX IDENTIFICATION NO:</strong> 116000464</td>
<td><strong>INITIAL CONTRACT PERIOD:</strong> FROM 01/01/2015 TO 12/31/2019</td>
</tr>
<tr>
<td><strong>MUNICIPALITY NO:</strong> (If applicable) 470100000000</td>
<td><strong>FUNDING AMOUNT FROM INITIAL PERIOD:</strong> $333,723.30</td>
</tr>
<tr>
<td><strong>STATUS:</strong></td>
<td><strong>MULTI-YEAR TERM:</strong> (If applicable): 0 1-year renewal options.</td>
</tr>
<tr>
<td>Contractor is not a sectarian entry.</td>
<td></td>
</tr>
<tr>
<td>Contractor is not a not-for-profit organization.</td>
<td></td>
</tr>
<tr>
<td><strong>CHARITIES REGISTRATION NUMBER:</strong></td>
<td><strong>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</strong></td>
</tr>
<tr>
<td>(Enter number or Exempt)</td>
<td><em>APPENDIX A</em> Standard Clauses required by the Attorney General for all State contracts</td>
</tr>
<tr>
<td>if &quot;Exempt&quot; is entered above, reason for exemption.</td>
<td><em>APPENDIX A1</em> Agency-specific Clauses</td>
</tr>
<tr>
<td>N/A</td>
<td><em>APPENDIX B</em> Budget</td>
</tr>
<tr>
<td>Contractor has ___ has not ___ timely</td>
<td><em>APPENDIX C</em> Payment and Reporting Schedule</td>
</tr>
<tr>
<td>filed with the Attorney General's Charities</td>
<td><em>APPENDIX D</em> Program Narrative</td>
</tr>
<tr>
<td>Bureau all required periodic or annual written</td>
<td><em>APPENDIX E</em> Guidelines for the Control and Use of Confidential Funds</td>
</tr>
<tr>
<td>reports.</td>
<td><em>APPENDIX F</em> Procurement Guidelines for the Control of Excess Nonнструcted Funds</td>
</tr>
<tr>
<td></td>
<td><em>APPENDIX M</em></td>
</tr>
<tr>
<td></td>
<td><em>Other (Identify)</em></td>
</tr>
<tr>
<td>Suffolk County Identification Clause.</td>
<td></td>
</tr>
</tbody>
</table>

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

**NYS Division of Criminal Justice Services**

**BY:** Date:

Office of Program Development and Funding

**State Agency Certification:** "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

**GRANTEE:**

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

**ATTORNEY GENERAL’S SIGNATURE**

Title:  Date:

**APPROVED,**  Thomas P. DiNapoli, State Comptroller  

Title:  Date:

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp  1/30/2019
Award Contract

Project No.
SV18-1109-R02

Grantee Name
Suffolk County

AGREEMENT

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

WITNESSETH:
WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and
WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;
NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement
A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.
C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.
D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.
To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.
E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting
A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations
A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the
CONTRACTOR.
B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the
CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or
with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in
Appendix A-1.
D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail,
return receipt requested. The termination shall be effective in accordance with the terms of the notice.
E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any
prospective termination, as many outstanding obligations as possible, and agrees not to incur any new
obligations after receipt of the notice without approval by the STATE.
F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred
pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations
arising from the program(s) in this AGREEMENT after the termination date.
IV. Indemnification
A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or
injuries to persons (including death) or property arising out of or related to the services to be rendered by the
CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and
hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of
every nature arising out of the provision of services pursuant to this AGREEMENT.
B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer,
employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon
any different status.
V. Property
Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be
the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations,
or as stated in Appendix A-1.
VI. Safeguards for Services and Confidentiality
A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner
that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in
general or particular religious beliefs.
B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for
activities that may influence legislation or the election or defeat of any candidate for public office.
C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be
maintained and used only for the purposes intended under the contract and in conformity with applicable
provisions of the laws and regulations, or specified in Appendix A-1.
Certified by - on
STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

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

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

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

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

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

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

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

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

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the
Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be
governed by Article 11-A of the State Finance Law to the extent required by law.

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp 1/30/2019
Fax: 518-292-5884
e-mail: opa@esd.ny.gov

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1984 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.
25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

January, 2014

Certified by - on

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp 1/30/2019
1. If this Agreement exceeds $50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for $50,000 or less, it shall not take effect until it is executed by both parties.

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

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

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

5. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures. The Grantee agrees to properly account for and will submit for payment according to the agreed titles and budget amounts unless otherwise approved by DCJS.

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

   a. For State funded grants:

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

   b. For Federally funded grants:

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

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

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

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

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

7. Budget amendments are governed as follows:

a. Requests for modifications must be made in writing by an authorized representative of the Grantee. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

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

ii. The amount of the modification is, as a portion of the total value of the contract, equal to or greater than five percent for contracts in excess of five million dollars.

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

b. For proposed modifications to the contract less than the DCJS/OSC approval thresholds as set forth in 7 a, the following shall apply:

i. For contracts equal to $100,000 or less, no formal budget reallocation is required for a budget reallocation that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

ii. For contracts over $100,000, no formal budget reallocation is required for a budget reallocation that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget reallocations involving amounts above the thresholds established in paragraph b (above), a grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next payment will be approved.

c. Any other budget changes not covered in paragraphs a or b (above), such as reallocations within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff, must be requested and approved via email by a DCJS Criminal Justice Program Representative. Such approval shall be retained by the Grantee.

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

9. Grant-supported travel is governed as follows:

a. The Grantee’s request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller (OSC). Travel shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Grantee or the OSC travel guidelines.

b. Prior approval and written authorization from DCJS is required for out-of-state travel. Such approval shall be retained by the Grantee and submitted upon request.

10. The Grantee’s employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the written agreement must be submitted to DCJS as an attachment in the DCJS Grants Management System by the due date of the second quarterly progress report. All consultant services must be

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp

1/30/2019
obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

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

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

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

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

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

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

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

d. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment, and schedule shall be retained by the Grantee and submitted upon request.

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

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

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

c. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:
i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Grantee 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 Grantee 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 between $5,000 and $9,999, the Grantee must secure at least three written quotes on a vendor’s stationery and maintain a record of the competitive procurement process for audit purposes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Calendar Quarter Report Due January 1 - March 31 April 30 April 1 - June 30 July 1 - September 30 October 31 October 1 - December 31 January 31

b. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

c. Grantees must be current on all program progress reports. Failure to submit program progress reports may result in placement of a stop payment and withholding of funds.
21. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

22. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' approval shall be retained by the Grantee and submitted upon request.

23. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantees as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

24. Federal Funds

a. In accordance with Federal requirements, a Grantee which receives during its fiscal year $500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee’s fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

b. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the
the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements with State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed online at: https://www.whitehouse.gov/omb/circulars/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

25. No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without prior approval from the Executive Deputy Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS’s Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

a. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

b. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

c. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms
provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility) The Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor’s expense where the Contractor is determined by the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
# APPENDIX B - Budget Summary by Participant

Suffolk County - Version 1

<table>
<thead>
<tr>
<th>#</th>
<th>Consultant Services</th>
<th>Number</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Matching Funds</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>SANE Nurses' fees</td>
<td>1</td>
<td>$22,248.22</td>
<td>$22,248.22</td>
<td>$0.00</td>
<td>$22,248.22</td>
</tr>
</tbody>
</table>

Justification: The Suffolk County Police Department currently contracts with 10 Sexual Assault Nurse Examiners who work in conjunction with Detectives from the Special Victims Section and Precinct Squad Detectives. Nurses' fees per exam range from $300 to $450 depending on their certifications. The Department annually budgets and spends an average of $60,000 for these exams and 2018 expenses are expected to be similar. The SANE nurses are part of the Department and County's overall program for STOP Violence Against Women, as evidenced by the County's annual STOP application. As matching funding, it is noted that approximately 5% of the current panic alarms are distributed to sexual assault victims. This number also continues to grow, as more victims, law enforcement and judges request the alarms.

Total | $22,248.22 | $0.00 | $22,248.22 |

<table>
<thead>
<tr>
<th>#</th>
<th>Equipment</th>
<th>Number</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Domestic Violence panic alarms</td>
<td>1</td>
<td>$66,744.66</td>
<td>$66,744.66</td>
<td>$66,744.66</td>
<td>$0.00</td>
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</table>

Justification: Each panic alarm kit consists of a portable radio on a police frequency, a plastic box for the assembly which includes the panic button, receiver, transmitter, power supply, transformer, 12V battery, connector box and AC line cord and plug. The bulk of the cost per alarm is in the police portable radio, at approximately $975 each. Total alarm kit costs are approximately $1293 per kit. Grant funds will enable us to build between 51 and 52 alarm kits. Please note that the Electronic Investigations Section continues to research alternative solutions for the alarms, in hopes that a cheaper and more technological alarm can be developed.

Total | $66,744.66 | $66,744.66 | $0.00 |

<table>
<thead>
<tr>
<th>Total Project Costs</th>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Matching Funds</th>
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<tr>
<td></td>
<td>$88,992.88</td>
<td>$66,744.66</td>
<td>$22,248.22</td>
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Suffolk County Police Department

<table>
<thead>
<tr>
<th>Total Contract Costs</th>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Matching Funds</th>
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<tbody>
<tr>
<td></td>
<td>$88,992.88</td>
<td>$66,744.66</td>
<td>$22,248.22</td>
</tr>
</tbody>
</table>
NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see http://www.criminaljustice.ny.gov/opfa/forms.htm). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.

6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Financial Services
80 S. Swan St.
Albany, NY 12210
7. Payment Schedule

PAYMENT DUE DATE

1. Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4. Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non- Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
  - DCJS approval of non-competitive consultant.
  - DCJS approval of non-competitive vendor for services.
  - DCJS approval of consultant services reimbursement greater than $650 per eight hour day.
  - DCJS approval of change to Personal Services by more than 10 percent.
  - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
  - DCJS approval to subaward to another organization.
  - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
  - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
  - DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
  - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.
APPENDIX D - Work Plan

Goal
Increase safety for victims of domestic violence, sexual assault, dating violence and stalking.

Objective #1
Increase the number of panic alarms available to install in victims' homes to provide immediate police response in the event of an incident involving an aggressor by 51-52 in the first year of the grant program period.

Task #1 for Objective #1
Purchase portable radio and component parts equipment and fabricate 51-52 panic alarms.

# Performance Measure
Identify equipment ordered and received and number of panic alarms fabricated. Equipment purchase, payment and inventory accountability records are properly maintained. Electronic Investigations Section to report on deployment of newly built alarms in terms of numbers, not actual locations.

Objective #2
Track the number of SANE exams performed and associated costs of matching funding.

Task #1 for Objective #2
Document matching SANE expenditures by collecting invoice and voucher data to support matching funds.

# Performance Measure
Number of SANE exams performed. Suffolk County Police Department Finance Section will provide voucher copies for claims to document SANE matching expenses.
Award Contract

Project No.   Grantee Name   FY2015 STOP Formula Award
SV18-1109-R02   Suffolk County   01/30/2019

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed $0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

1. Requirements of the award; remedies for non-compliance or for materially false statements

These conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. Failure to comply with any one or more of these award requirements - whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period - may result in the Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, OVW may withhold award funds, disallow costs, or suspend or terminate the award. OVW also may take other legal action as appropriate. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution) including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it a maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.


The recipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2600 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

3. Requirements related to System for Award Management and unique entity identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

4. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the events
of an actual or imminent breach (as defined by OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposing of personally identifiable information (PII) (as defined in 2 C.F.R. 200.78) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to STOP program managers at the NYS Division of Criminal Justice Services no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

5. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Conditions: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

6. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, training, and other events
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

7. OVW Training Guiding Principles
The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/ovw/grantees#Resources.

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

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

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

11. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

12. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

13. Restrictions on "lobbying" and policy development
In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient
"(subgrantee") at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. § 1913. The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. §12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program. Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. §1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations. Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

14. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.


The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by -- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.


No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

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

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

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

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

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

19. Availability of general terms and conditions on OVW website
The recipient agrees to follow the applicable set of general terms and conditions that are available at https://www.justice.gov/ovw/grantees#award-conditions. These do not supersede any specific conditions in this award document.

20. Compliance with statutory and regulatory requirements

21. Compliance with solicitation requirements
The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this award.

22. VAWA 2013 nondiscrimination condition
The recipient acknowledges that 34 U.S.C. §12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

23. Misuse of award funds
The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

24. Limitation on use of funds to approved activities
The recipient agrees that grant funds will be used only for the purposes described in the recipient's approved application. The recipient must not undertake any work or activities that are not described in the grant.
application, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Adjustment Notice (GAN), from OVW.

25. Non-supplantation
The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

26. Confidentiality and information sharing
The recipient agrees to comply with the provisions of 34 U.S.C. §12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

27. Activities that compromise victim safety and recovery or undermine offender accountability
The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couple's counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted.

28. Termination or suspension for cause
The Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

29. Maintaining contact information
The recipient acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS). To update information in GMS for either the point of contact and/or the authorized representative, the recipient must submit a Grant Adjustment Notice (GAN). Subrecipients must maintain current participant contact information in the NYS Division of Criminal Justice GMS and update participant contact information upon changes.

30. Performance progress reports and final report submission
The recipient agrees to provide OVW with specific information regarding subawards ("subgrants") made under this award. The recipient agrees to submit an annual report that includes: a) an assessment of whether stated goals and objectives were achieved; b) information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served; c) information on each subaward made; and d) such other Information as OVW may prescribe. Recipients are required to submit this report after the end of each calendar year but no later than March 30 each year. Recipients and subrecipients must use the designated forms and/or systems made available by OVW for performance reporting, which identify the information that recipients and subrecipients must collect and report as a condition of receiving funding under this award. A final report is due 90 days after the end of the project period. This report must be submitted to OVW through the Grants Management System with the Report Type marked "Final," unless and until OVW issues updated instructions for report submission.

31. Subrecipient program income
The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.80, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp

1/30/2019
recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

32. Subrecipient product monitoring
The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

33. Publication disclaimer
The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from award activities shall contain the following statement: "This project was supported by Grant No. _______, awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." The recipient also agrees to ensure that any subrecipient at any tier will comply with this condition.

34. Publics disclaimer for STOP Formula subrecipients
The recipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. _______, awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

35. Copyrighted works
Pursuant to 2 C.F.R. 200.315(b), the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so. OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient ("subgrantee") of this award, for federal purposes, and to authorize others to do so. In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award. It is the responsibility of the recipient (and each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

36. Consultant compensation rates
The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $850 per day. To exceed this specified maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $850 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

37. Ongoing compliance with statutory certifications
The recipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the award period and that, at a minimum, a hold may be placed on the recipient's funds for noncompliance with any of the requirements of 34 U.S.C. §10449 (regarding rape exam payments), 34 U.S.C. §10449(e) (regarding judicial notification), 34 U.S.C. §10450 (regarding certain fees and costs), and 34 U.S.C. §10461 (regarding polygraphing of sexual assault victims). Non-compliance with any of the foregoing may also result in termination or suspension of the grant or other remedial measures, in accordance with applicable laws and regulations.

38. Requirements for recipients and subrecipients providing legal assistance
The recipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in
subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, or child sexual abuse is an issue. The recipient also agrees to ensure that any subrecipient ("subgrantee") at any tier will comply with this condition.

39. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

40. The recipient and subrecipient agree to enter into a subcontract regarding compliance with the terms of this agreement with any agency that has expenses being paid by this grant award and itemized in Attachment B: B-1-Expenditure Based Budget.

41. The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

42. No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS's Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case basis.

43. Any recipient and subrecipient who is not a licensed or an approved provider with the NYS Office of Children and Family Services or the NYS Department of Health agree to collaborate with an approved sexual assault or domestic violence provider in the recipient's jurisdiction or alternatively with the New York State Coalition Against Sexual Assault (NYSCASA) and/or the New York State Coalition Against Domestic Violence (NYSCADV) if delivering local or regional training or developing resources on the issues of domestic violence, sexual assault, dating violence, or stalking. Grantees delivering statewide training or developing statewide resources on the issues of domestic violence, sexual assault, dating violence, or stalking agree to collaborate with NYSCASA and/or NYSCADV throughout the process.

44. Encouraging Compliance with MWBE Regulations. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction. DCJS thereby encourages the Contractor to cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Article Law 15 (the "Human Rights Law") or other applicable federal, state or local laws. The Contractor may reference the directory of New York State Certified MWBEs found at the following internet address: http://www.esd.ny.gov/mwbe.html. Additionally, Contractor is encouraged to contact the Division of Minority and Women Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.
APPENDIX X
AMENDMENT OF GRANT CONTRACT TERMS

Agency Code: 01490

This is an Appendix (Appendix X) to the AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Criminal Justice Services (DCJS), and represents an amendment to the grant contract executed between DCJS and the Grantee Agency indicated in the GMS Participant Module (the Parties).

It is understood that the terms and conditions of the original grant contract have been modified by mutual agreement between DCJS and the Grantee Agency. Those terms and conditions which have been modified herein supersede prior executed versions of this contract. All other provisions of the contract shall remain in full force and effect for the duration of the contract, unless further amended by mutual agreement of the Parties, and by the electronic certification of a subsequent Appendix X by both DCJS and the Grantee Agency.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at http://criminaljustice.state.ny.us/ofpa/forms.htm.

Certified by -  on
Suffolk County Indemnification Clause: NOTWITHSTANDING STATE OF NEW YORK AGREEMENT, sections I.A. and IV.A. The State and Contractor agree that Contractor is an independent contractor, and not an employee of the State. If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Contractor shall be solely responsible to the State for performance, whether the work is performed by the Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the State. Nothing in this Agreement shall impair any right of contribution or indemnification that the Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney’s fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee’s duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

Certified by: on
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the Ce Reso Review Filing Date associated with the date you would like the legislation LOT, you must contact Intergovernmental Relations.

Unless otherwise specifically requested, legislation received after the Ce Reso Review Filing Date will be LOT at the next General Meeting.

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<th>CE Reso Review Filing Deadline</th>
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<tr>
<td>2/20/19</td>
<td>3/5/19 Riverhead GM + Committees</td>
<td>3/26/19</td>
<td></td>
</tr>
<tr>
<td>3/13/19</td>
<td>3/26/19</td>
<td>4/9/19</td>
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</tr>
<tr>
<td>3/27/19</td>
<td>4/9/19 Riverhead GM</td>
<td>5/14/19</td>
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</tr>
<tr>
<td>5/1/19</td>
<td>5/14/19 4pm start</td>
<td>6/4/19</td>
<td></td>
</tr>
<tr>
<td>5/22/19</td>
<td>6/4/19</td>
<td>6/18/19</td>
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</tr>
<tr>
<td>6/5/19</td>
<td>6/18/19 4pm start Riverhead GM + Committees</td>
<td>7/16/19</td>
<td></td>
</tr>
<tr>
<td>CE Reso Review Filing Deadline Wednesday at 5pm UNLESS OTHERWISE NOTED</td>
<td>Laid on the Table</td>
<td>Earliest Possible Vote</td>
<td>Cycle for which attached legislation is submitted</td>
</tr>
<tr>
<td>----------------------------------------------------------</td>
<td>------------------</td>
<td>----------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>7/3/19</td>
<td>7/16/19</td>
<td>WED 9/4/19</td>
<td></td>
</tr>
<tr>
<td>8/16/19 FRIDAY</td>
<td>WED 9/4/19</td>
<td>WED 10/2/19</td>
<td></td>
</tr>
<tr>
<td>9/18/19</td>
<td>WED 10/2/19 4pm start</td>
<td>11/26/19</td>
<td></td>
</tr>
<tr>
<td>11/13/19</td>
<td>11/26/19</td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td>11/21/19 NO LATE STARTERS 12/3/19 WARRANTS ONLY</td>
<td></td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td>Election Year – All bills die at end of calendar year</td>
<td>12/17/19</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Date:**

**Department/Agency:**

**Legislation type (check all that apply)**

- [X] Resolution (other than capital appropriations/appointments/re-appointments)
  - [ ] Local Law
  - [ ] Charter Law
  - [ ] Capital Appropriation with Bond
  - [ ] Capital Appropriation without Bond
  - [ ] Capital Budget Amendment
  - [ ] Operating Budget Amendment
  - [ ] New Appointment
  - [ ] Re-appointment
  - [ ] Consent Calendar {ex. Technical Correction, 100% grant, LL-16}
Title of legislation:

Accepting and appropriating a grant in the amount of $66,745 in Federal pass-through funding from the State of New York Division Of Criminal Justice Services for the Suffolk County Police Department's Stop Violence Against Women Formula Grant Program with 75% support.

Layman’s summary:

This legislation will allow the County to accept funding in the amount of $66,745 from the New York State Division of Criminal Justice Services which will be used to purchase the components required to fabricate panic alarms.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

This is a grant program we receive every year. These are the adopted resolution numbers from prior year's legislation: 581-2015, 791-2016, 188-2017 and 120-2018

Other department(s) impacted, explanation of impact:

None

Are impacted department(s) aware of legislation?

NA

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

Grant Award Letter
Grant Contract
RESOLUTION NO. - 2019, 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 requires sewer system improvements; and

WHEREAS, a public hearing was held on June 20, 2017 at the regularly scheduled meeting of the County Legislature in Riverhead, New York, in connection with the proposed improvements; and

WHEREAS, the public hearing documents recognized that funds were required in multiple years including 2019 and did develop the cost to property owners based on overall funding requirements; and

WHEREAS, a resolution making certain findings and determination and an order for the modification of the plan of service for Suffolk County Sewer District No. 14 – Parkland was adopted via Resolution 895-2017; 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, 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, there are sufficient funds in the 2019 Capital Budget and Program for the sewer system improvements of the 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 2019 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. 110-2017 determined that the proposed improvement and/or rehabilitation to the 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:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>527-CAP-8151.311</td>
<td>Improvements to Sewer District No. 14 – Parkland – Construction</td>
<td>$250,000</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 (33) Information collection including basic data collection research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action; Routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; Conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action; as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connection with routine or continuing agency administration and management; and be it further

4th RESOLVED, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the improvements to Sewer District No. 14 – Parkland.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
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):
   Library District  Fire District  Sewer District

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact
   This resolution appropriates funds included in the Adopted Capital Program. The financial impact
   is minimized by the Assessment Stabilization Reserve Fund at 3% per year.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
   The 2019 project is $250,000 in sewer district serial bonds and the ASRF will continue to
   stabilize rates at an annual increase of 3%.

8. Proposed Source of Funding  Sewer District Serial Bonds supported by the ASRF

9. Timing of Impact  Upon adoption

10. Typed Name & Title of Preparer  Ben Wright, P.E., Principal Civil Engineer
11. Signature of Preparer  
12. Date  1/2/19
<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>6/1/2020</td>
<td>5.000%</td>
<td>$8,059.33</td>
<td>$10,980.80</td>
<td>$19,040.13</td>
<td>$19,040.13</td>
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<tr>
<td>6/1/2021</td>
<td>5.000%</td>
<td>$8,413.32</td>
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<td>$19,040.13</td>
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<tr>
<td>6/1/2022</td>
<td>5.000%</td>
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<td>$10,518.64</td>
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<td>$19,040.13</td>
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<tr>
<td>6/1/2023</td>
<td>5.000%</td>
<td>$9,168.63</td>
<td>$10,935.75</td>
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<td>$19,040.13</td>
</tr>
<tr>
<td>6/1/2024</td>
<td>5.000%</td>
<td>$9,571.35</td>
<td>$11,734.39</td>
<td>$19,040.13</td>
<td>$19,040.13</td>
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<tr>
<td>6/1/2025</td>
<td>5.000%</td>
<td>$9,997.19</td>
<td>$12,524.19</td>
<td>$19,040.13</td>
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<tr>
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<tr>
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<td>$13,656.55</td>
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<tr>
<td>6/1/2029</td>
<td>4.000%</td>
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<td>$14,586.91</td>
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<tr>
<td>6/1/2030</td>
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<td>$15,713.83</td>
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<tr>
<td>6/1/2031</td>
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<td>$12,931.62</td>
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<td>$19,040.13</td>
<td>$19,040.13</td>
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<tr>
<td>6/1/2032</td>
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<td>$13,499.62</td>
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<tr>
<td>6/1/2033</td>
<td>3.520%</td>
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<td>$2,473.78</td>
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<tr>
<td>6/1/2034</td>
<td>3.743%</td>
<td>$14,711.56</td>
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<tr>
<td>6/1/2035</td>
<td>3.865%</td>
<td>$15,357.74</td>
<td>$1,841.20</td>
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<td>$19,040.13</td>
</tr>
<tr>
<td>6/1/2036</td>
<td>3.988%</td>
<td>$16,032.30</td>
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<td>$19,040.13</td>
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<tr>
<td>6/1/2037</td>
<td>4.100%</td>
<td>$16,736.49</td>
<td>$1,151.82</td>
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<td>$19,040.13</td>
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<tr>
<td>6/1/2038</td>
<td>4.235%</td>
<td>$17,471.51</td>
<td>$784.26</td>
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<td>$19,040.13</td>
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<tr>
<td>6/2/2039</td>
<td>4.355%</td>
<td>$18,239.92</td>
<td>$400.56</td>
<td>$19,040.13</td>
<td>$19,040.13</td>
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</tbody>
</table>

| Total     | $250,000.00 | $130,802.64 | $360,802.64 | $360,802.64        |

NOTE: Table calculates interest expense based upon average interest rate over the life of the bonds. Therefore, interest in the early years will be overstated while interest in the later years will be understated. The table needs to utilize average interest rate in order to calculate the annual level debt payment.

*According to the County's financial advisors, we see higher coupons with premiums to "buy down" the net interest cost to the issuer. This has to do with the fact that interest rates have been low for so long and now we are in a rising interest rate environment.*
## GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 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>
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<tr>
<th></th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
</tr>
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<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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</table>

## COMBINED

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<tr>
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<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2018 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 SUBMITTAL SHEET

<table>
<thead>
<tr>
<th>Capital Project</th>
<th>CP 8151</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Fund</td>
<td>Legislative Districts</td>
</tr>
<tr>
<td>Other</td>
<td>Federal Aid %</td>
</tr>
<tr>
<td></td>
<td>State Aid %</td>
</tr>
</tbody>
</table>

Give a complete description of why we are asking for reso; if aided, state status of aid

Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 14 – Parkland (CP 8151)

## Previous resolution (list previous reso for the same work)

<table>
<thead>
<tr>
<th>Resolution Number</th>
<th>Purpose</th>
<th>Amount</th>
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<tbody>
<tr>
<td>1194-2014</td>
<td>Construction</td>
<td>$250,000</td>
</tr>
<tr>
<td>900-2016</td>
<td>Construction</td>
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</tr>
<tr>
<td>1199-2017</td>
<td>Construction</td>
<td>$250,000</td>
</tr>
<tr>
<td>215-2018</td>
<td>Construction</td>
<td>$250,000</td>
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</table>

<table>
<thead>
<tr>
<th>Amounts being requested</th>
<th>Current Funding</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning 0</td>
<td>Planning 0</td>
</tr>
<tr>
<td>Site 0</td>
<td>Site 0</td>
</tr>
<tr>
<td>Construction $250,000</td>
<td>Construction $750,000</td>
</tr>
<tr>
<td>Land 0</td>
<td>Land 0</td>
</tr>
<tr>
<td>F&amp;E 0</td>
<td>F&amp;E 0</td>
</tr>
</tbody>
</table>

## Project Status

- Est. planning completion: 12/2017
- Est. construction start: 04/2018
- Est. construction completion: 07/2020
- Design consultant: TBD
- Contractor: TBD

State required offsets, their Legislative Districts, and a detailed explanation of why we do not need the funds; state if we believe the legislator from the offset district will have a major issue

<table>
<thead>
<tr>
<th>Offset</th>
<th>Leg. District</th>
<th>Comments</th>
</tr>
</thead>
</table>

H:\SANITATION\resolutions\2019 Resolutions\dt-bwr1-2-19 Back-up DPW sd14-Parkland serial bonds CP 8151 Reso Submittal Sheet.doc
<table>
<thead>
<tr>
<th>Tasks</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
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</thead>
<tbody>
<tr>
<td>I. Final Design Phase</td>
<td></td>
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</tr>
<tr>
<td>A. Final Design In-Progress</td>
<td></td>
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<tr>
<td>B. Final Design Complete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Financial Approval on Final Design</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>II. Construction Phase</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Advertise &amp; Construction Period</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Date: January 2, 2019

Department/Agency: S C Department of Public Works/Darnell Tyson, P.E., Acting Commissioner

Department/Agency Point of Contact: Ben Wright, P.E., Principal Civil Engineer

Legislation type (check all that apply):

☐ Resolution (other than capital appropriations/appointments/re-appointments)
☐ Local Law
☐ Charter Law
☐ Capital Appropriation with Bond
☐ Capital appropriation without Bond
☐ Capital Budget Amendment
☐ Operating Budget Amendment
☐ New Appointment
☐ Re-appointment
☐ Consent Calendar (ex. Technical Correction, recurring 100% grant, LL-16)
☐ Grant (all new grants and any recurring grant less than 100% funded)

Title of legislation:

Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 14 – Parkland (CP 8151)
Layperson's summary:
To appropriate construction funds that are included in the Adopted Capital Program for 2019. $250,000 will be appropriated and placed in the Capital Project for construction of sewer system improvements which includes over 15 miles of sewers and 6 pumping stations.

Anticipated opposition (if any):
None

Specific detriment(s) from failed resolution:
Lack of improvement to the sewer system could result in failure or emergency responses.

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):
SCIN Form 175b
Resolution Submittal Sheet
Timeline

Other County departments/divisions or municipalities impacted and explanation of impact:
N/A
RESOLUTION NO. 895 -2017, A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AND AN ORDER FOR THE MODIFICATION OF THE PLAN OF SERVICE FOR SUFFOLK COUNTY SEWER DISTRICT NO. 14 – PARKLAND (CP 8151)

WHEREAS, Suffolk County Resolution Nos. 1018-2014 and 598-2016 found and determined that it was in the public interest to increase and improve the facilities of Sewer District No. 14 – Parkland; and

WHEREAS, this Legislature previously adopted Suffolk County Resolution No. 747-2017 and this Legislature wishes to repeal said resolution; and

WHEREAS, additional funds are necessary to complete the work necessary for finishing these increases and improvements; and

WHEREAS, pursuant to New York County Law Section 269, the Suffolk County Sewer Agency has prepared and submitted to the Legislature of the County of Suffolk, New York, amended maps, plans, recommendations and revised cost estimates pertaining to an increase in the maximum amount to be expended for the increase and improvement to facilities at Suffolk County Sewer District No. 14 – Parkland; and

WHEREAS, these maps, plans, recommendations and revised cost estimates accompanied Suffolk County Resolution No. 501-2017 and are attached to this Resolution and Order as Exhibit "A"; and

WHEREAS, the cost of the increase and improvement to the facilities of Sewer District No. 14 – Parkland has risen from a cost in 2016 of $0.5 million to an estimated cost of $1.25 million, as set forth in the amended maps, plans, recommendations; and

WHEREAS, this revised cost will be financed utilizing sewer district serial bonds, but there will be no fiscal impact caused to the benefited properties in said District as a direct result of the increase to the costs of the increases and improvements inasmuch as pursuant to the Suffolk County Assessment Stabilization Reserve Fund ("ASRF") all property owners in Suffolk County sewer districts experience a 3% annual increase regardless of any increases or improvements performed; and

WHEREAS, in the case of the property owners in Suffolk County Sewer District No. 14 – Parkland, the annual 3% ASRF increase will result in an increase of approximately $12 per year to the typical property within the District, regardless of the additional funds necessary to complete the increases and improvements; and

WHEREAS, pursuant to Suffolk County Resolution No. 501-2017 and New York County Law Section 264, the Clerk of the Legislature did duly cause a Notice of Public Hearing regarding the amended maps, plans, recommendations and revised cost estimates pertaining to an increase in the maximum amount to be expended for the increase and improvement to facilities at Suffolk County Sewer District No. 14 – Parkland to be published at least once in each of the official newspapers of the County and proof thereof has been presented to the County Legislature; and
WHEREAS, pursuant to such Notice of Public Hearing, a public hearing was held by the Legislature of the County of Suffolk in Riverhead, New York in said County on June 20, 2017 at 6:30 p.m., Prevailing Time; and

WHEREAS, since there are electors residing in Suffolk County Sewer District No. 14 – Parkland, Sections 256 and 259 of Article 5-A of the New York County Law require that the increases in the maximum amount to be expended on increases and improvements to Suffolk County Sewer District No. 14 – Parkland shall be subject to permissive referendum; and

WHEREAS, by this Resolution, it is the intent of the Suffolk County Legislature to submit the findings and order regarding the increase in the maximum amount to be expended for the increases and improvements to Suffolk County Sewer District No. 14 – Parkland in order to subject such findings and order to permissive referendum; and

WHEREAS, said County Legislature has duly considered the amended map, plan, recommendations, and revised estimate of cost for the increases and improvements to Suffolk County Sewer District No. 14 – Parkland, as well as evidence given at the public hearing held on June 20, 2017; now, therefore be it

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

Section 1. Upon evidence presented at the aforesaid public hearing and after due consideration of the amended maps, plans, reports, recommendations, and revised estimate of costs filed with the Legislature of the County of Suffolk and attached to this Resolution and Order as Exhibit “A”, it is hereby found and determined that the revised total cost for the increases and improvements to Suffolk County Sewer District No. 14 – Parkland shall be set at a maximum of $1.25 million, which shall be financed using sewer district serial bonds.

Section 2. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid amended maps, plans, reports, recommendations and revised estimate of costs it is hereby found and determined that the increase to the costs of the increases and improvements to Suffolk County Sewer District No. 14 – Parkland, as set forth in such amended maps, plans, reports, recommendations and revised estimate of costs, is necessary, convenient, and desirable.

Section 3. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid amended maps, plans, reports, recommendations and revised estimate of costs, it is hereby further found and determined that the proposed work involving the increases and improvements to Suffolk County Sewer District No. 14 – Parkland is adequate and appropriate and the cost thereof will not constitute an undue burden on the properties in said District and that no properties in said District will be excluded from the benefit of the increases and improvements.

Section 4. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid amended maps, plans, reports, recommendations, and revised cost estimates, it is further found and determined that it is in the public interest to expend a maximum amount of $1.25 million on the increases and improvements to Suffolk County Sewer District No. 14 – Parkland, as set forth in such amended maps, plans, reports, recommendations and revised estimate of costs.
2nd RESOLVED, IT IS HEREBY ORDERED, by the County Legislature of the County of Suffolk, New York as follows:

Section 1. The increase to the amount to be expended on the increases and improvements to Suffolk County Sewer District No. 14 – Parkland, as more particularly described in the amended maps, plans, reports, recommendations, and revised estimate of costs attached as Exhibit “A”, are hereby approved.

Section 2. Upon the effective date of this Resolution and Order, the Suffolk County Department of Public Works and the Administrative Head of Suffolk County Sewer District No. 14 – Parkland are hereby authorized and directed to carry out the increases and improvements to said District as more particularly described in the amended maps, plans, reports, recommendations and revised estimate of costs attached as Exhibit “A”.

Section 3. The Clerk of this Legislature is hereby authorized and directed to cause a certified copy of this Resolution and Order to be recorded in the Office of the Clerk of the County of Suffolk, New York, within ten days of the effective date of this Resolution and Order in accordance with the provisions of New York County Law Sections 253-b and 259.

and be it further

3rd RESOLVED, Suffolk County Resolution No. 747-2017 is hereby repealed effective the date of this resolution; and be it further

4th RESOLVED, that this Resolution and Order authorizing the increase to the maximum amount to be expended on the increases and improvements for Suffolk County Sewer District No. 14 – Parkland, supersedes Suffolk County Resolution No. 747-2017, and shall not take effect until at least forty-five (45) days after its adoption, or until approved by the affirmative vote of the majority of the qualified electors who are resident within Suffolk County Sewer District No. 14 – Parkland voting on a proposition for its approval if within forty-five (45) days after its adoption there is filed with the Clerk of the County Legislature a petition protesting against the passage of this Resolution and Order in conformity with the provisions of Section 257 of the New York County Law; and be it further

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)(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.

DATED: October 3, 2017

APPROVED BY:

/s/ Dennis M. Cohen  
Chief Deputy County Executive of Suffolk County

Date: October 5, 2017

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) reviewed a project designated as the "Proposed Design and Construction of In-Kind Replacement and Rehabilitation Improvements to Suffolk County Sewer District No. 14 – Parkland, (CP 8118) and for Repairing Portions of the Collection System Sewer Lines and Pumping Stations of Suffolk County Sewer District No. 14 – Parkland, (CP 8151), Town of Islip", pursuant to Local Law No. 22-1985, which project involves the design and construction of the necessary rehabilitation and improvements to the wastewater treatment plant; and

WHEREAS, said wastewater treatment plant improvements include the replacement of three aeration blowers and auxiliary equipment as well as the rehabilitation of buildings, tanks, piping and mechanical-electrical components; and

WHEREAS, the project also involves the design and construction of the necessary improvements to be utilized for repairing portions of the Suffolk County Sewer District No. 14 - Parkland's collection system sewer lines and pumping stations; and

WHEREAS, at its January 18, 2017 meeting, the CEQ reviewed the information submitted by the Suffolk County Department of Public Works in connection with this project; and

WHEREAS, the CEQ recommended that the above activity be considered a Type II Action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(c)(1)(2)(20) and (27) and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated January 27, 2017 of said recommendations; and

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

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

1st RESOLVED, that this Legislature hereby determines that the Proposed Design and Construction of In-Kind Replacement and Rehabilitation Improvements to Suffolk County Sewer District No. 14 – Parkland, (CP 8118) and or Repairing Portions of the Collection System Sewer Lines and Pumping Stations of Suffolk County Sewer District No. 14 – Parkland, (CP 8151), Town of Islip constitutes a Type II Action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(c)(1)(2)(20) and (27) and Chapter 450 of the Suffolk County Code,
as the action involves maintenance, repair, replacement, rehabilitation or reconstruction of a structure or facility, in-kind, on the same site, that does not meet or exceed any thresholds in Title 6 NYCRR Part 617.4; and be it further

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

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

DATED: March 7, 2017

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: March 13, 2017
RESOLUTION NO. 501 -2017, CALLING FOR A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING INCREASING THE MAXIMUM AMOUNT TO BE EXPENDED FOR IMPROVING FACILITIES FOR SUFFOLK COUNTY SEWER DISTRICT NO. 14 – PARKLAND (CP 8151)

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

WHEREAS, Suffolk County Resolution Nos. 1108-2014 and 598-2016 found and determined that it was in the public interest to increase and improve the facilities of Sewer District No. 14 – Parkland; and

WHEREAS, additional funds are necessary to complete the work for the construction of sewerage facilities at Suffolk County Sewer District No. 14 – Parkland; and

WHEREAS, Section 269 of the New York County Law sets forth the process of increasing the maximum amount to be expended for an improvement to a sewer district; and

WHEREAS, an amended Map and Plan addressing the updated costs of the construction of sewerage facilities at Suffolk County Sewer District No. 14 – Parkland has been prepared and filed with the County Legislature pursuant to New York County Law Section 253-b; now, therefore be it

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

Section 1. A meeting of the Legislature of the County of Suffolk New York shall be held at the County Center in the meeting room of the County Legislature in Riverhead, New York, in said County, on the 20th day of June 2017, at 6:30 p.m., Prevailing Time, for the purpose of conducting a public hearing on the aforesaid matter and for such other action on the part of said County Legislature as may be required by law or proper in premises.

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

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Legislature of the County of Suffolk New York will meet at the County Center in Riverhead, New York in said County, on 20th day of June 2017 at 6:30 pm, Prevailing Time, for the purpose of conducting a public hearing upon the Map and Plan for the increases and improvements to the sewage conveyance facilities of Suffolk County
Sewer District No. 14 – Parkland; in and about the Town of Islip substantially in accordance with the maps, plans, reports and recommendations prepared by the Suffolk County Sewer Agency, with the assistance of the Suffolk County Department of Public Works, and filed with the Legislature of the County of Suffolk, at which time and place said County Legislature will consider such proposal and hear all parties interested therein concerning the same.

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

Project Description

The project is to provide overall infrastructure to the wastewater treatment plant. The treatment tanks are in need of rehabilitation along with improvements to the various mechanical and electrical systems. The project focus is on the infrastructure improvements as indicated in the Map and Plan.

Notice of Cost

Suffolk County Resolution Nos. 1108-2014 and 598-2015 found and determined that it was in the public interest to increase and improve the facilities of Sewer District No. 14 – Parkland. Additional funds are needed to complete all work. The public hearing is being held to address a proposed cost amendment to the 2016 Map and Plan for the increase and improvement to the facilities of Sewer District No. 14 – Parkland.

The cost of the increase and improvement to the facilities of Sewer District No. 14 – Parkland has risen from an estimated cost of $500,000 in 2016 to an estimated total project cost of $1,250,000 including appropriations in 2017, 2018, and 2019 as set forth in the Map and Plan.

There will be no fiscal impact to the benefited properties within Suffolk County Sewer District No. 14 – Parkland, since, generally, pursuant to the Assessment Stabilization Reserve Fund (ASRF), all property owners in Suffolk County sewer districts experience a 3% annual increase regardless of any increases or improvements performed. In the case of Suffolk County Sewer District No. 14, the annual ASRF increase will result in an increase of approximately $12.00 per typical property within the District, regardless of additional funds necessary to complete the increase and improvement. Therefore, there is no fiscal impact caused to the benefited properties in the District as a result of the amendment of the 2016 Map and Plan that reflects the cost of the increases and improvements.

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

Section 3. This resolution shall take effect immediately.

and be it further
2nd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C)(20) and (27) as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connections with routine or continuing agency administration and management.

DATED: June 6, 2017

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: June 14, 2017
RESOLUTION NO. -2019, APPROVING THE APPOINTMENT
OF TIMOTHY DUCKHAM AS A MEMBER OF THE SUFFOLK
COUNTY FIRE, RESCUE AND EMERGENCY SERVICES
COMMISSION

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

WHEREAS, Timothy Duckham is replacing Timothy Crafts, who resigned on
February 4, 2019, therefore be it

1st RESOLVED, that the County Executive of Suffolk County has approved Timothy
Duckham, Smithtown, New York 11787, as a representative of the Smithtown
Town Fire Chief’s Council, to the Suffolk County Fire, Rescue and Emergency Services
Commission, for the term of office expiring December 31, 2020, be and the same hereby is
approved; and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
TIMOTHY DUCKHAM
Fire Service Professional

VOLUNTEER EXPERIENCE

Smithtown Fire Department

ASSISTANT CHIEF CAPTAIN LIEUTENANT FIREFIGHTER EXPLORER

- As Assistant Chief of Health & Safety, responsible for managing all member physicals, maintaining member classifications, upkeep of department policies, wellness programs and cancer prevention initiatives.
- In 2018 initiated a program within the Health & Safety Committee to bring current outdated policies by developing a new system for creation, distribution and organization of department guidelines and procedures.
- As a part of our departments Training Committee since 2009, have had the opportunity to train with nationally recognized experts in firematic strategies and bring these skills back to our membership through various training sessions.
- Operational responsibility to command and control emergency scenes of our 180-member department, ensuring all members operate safely and mitigate the emergencies encountered.

Commack Volunteer Ambulance Corps.

EMERGENCY MEDICAL TECHNICIAN
2003 - 2006

- Responded to medical emergencies within the confines of the response district during set crew hours and at times via home response.
- Operate on site dispatch center ensuring crews were secured, times were logged, and radios managed for all Commack EMS units during assigned shifts.

PROFESSIONAL EXPERIENCE

Tri-Flex Label Corp. Farmingdale, NY

DIRECTOR OF MARKETING & ACCOUNTS
2003 - PRESENT

- Assist in management of our family owned label printing business through advancement of customer relationships, receipt and processing of orders, and follow up to ensure customer satisfaction.
- Perform regular production progress reports to ensure delivery goals are met and determine where future goals can be revised to better meet the expectation of our customers.
- Establishing and strengthening relationships with clients to foster future business growth through regular communication and the building of mutual trust.

Trend It Branding Farmingdale, NY

PRESIDENT
2015 - PRESENT

- Identifying an opportunity in the market, constructed and implemented a business plan to open a sister printing company to Tri-Flex Label whose purpose is to provide branded merchandise, promotional products and printed materials to an array of businesses and organizations.
- Manage the daily financial and operational responsibilities, where we have seen steady growth since inception and forecast additional scaling in the next 36 months.

EDUCATION

St. Joseph's College Patchogue, NY

BACHELORS OF ARTS BUSINESS ADMINISTRATION
2008
TO: Amy Keyes  
Intergovernmental Relations

FROM: John G. Jordan  
Acting Commissioner

DATE: February 13, 2019

SUBJECT: RESO-FRES-FRES Comm. Appt. Duckham

Please find attached the necessary documents for the appointment of Timothy Duckham, as a representative of the Smithtown Town Fire Chief's Council, to the Suffolk County Fire, Rescue and Emergency Services (FRES) Commission for the term immediately through December 31, 2020. Mr. Duckham is replacing Timothy Crafts who resigned on February 4, 2019.

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

JGJ:ca
February 4, 2019

Mr. Drew Silverman
Chairman
Suffolk County FRES Commission
102 East Avenue
Yaphank, NY 11980

Dear Chairman Silverman,

We have been informed that our current FRES Commission Representative Tim Crafts will be permanently relocating out of the state by March 31, 2019. In accordance with the County Charter regarding the Commission member requirements, he has submitted his resignation as of the above date. As a result, the Smithtown Fire Chief's Council has nominated Assistant Chief Timothy Duckham as our new representative. As you can see by the enclosed resume, Chief Duckham maintains an impressive set of qualifications which we believe will benefit the FRES Commission as well as the Fire and EMS service within the county. We would ask that you initiate the nomination process so that we can insure a smooth transition between representatives.

Please do not hesitate to contact me with any further questions or concerns.

Sincerely,

Chief John Martins
President
1. **Type of Legislation**
   - Local Law: __________
   - Charter Law: __________
   - Resolution: __X__

2. **Title of Proposed Legislation**
   Appointment of Timothy Duckham, as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.

3. **Purpose of Proposed Legislation**
   Appointment of Timothy Duckham, Smithtown, New York 11787, who is replacing Timothy Crafts who resigned on February 4, 2019, as a representative of the Smithtown Town Fire Chief’s Council, on the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2020.

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

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

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

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

8. **Proposed Source of Funding**
   - N/A

9. **Timing of Impact**
   - Immediately– December 31, 2020

10. **Typed Name & Title of Preparer**
    - Carolyn Alles Senior Office Assistant

11. **Signature of Preparer**
    - ________________

12. **Date**
    - February 11, 2019

---

SCIN FORM 175b (10/95)
# FINANCIAL IMPACT
## 2019 PROPERTY TAX LEVY
### COST TO THE AVERAGE TAXPAYER

<table>
<thead>
<tr>
<th></th>
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<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
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<td>TOTAL</td>
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<td>$0.00</td>
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<td>$0.00</td>
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<td><strong>COMBINED</strong></td>
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<tr>
<td>TOTAL</td>
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<td>$0.00</td>
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**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2018 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
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the Ce Reso Review Filing Date associated with the date you would like the legislation LOT, you **must** contact Intergovernmental Relations.

Unless otherwise specifically requested, legislation received after the Ce Reso Review Filing Date will be LOT at the next General Meeting.

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<thead>
<tr>
<th>CE Reso Review Filing Deadline</th>
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<th>Earliest Possible Vote</th>
<th>Cycle for which attached legislation is submitted</th>
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<td>3/5/19</td>
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<td>2/20/19</td>
<td>3/5/19</td>
<td>3/26/19</td>
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<td>Riverhead GM</td>
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<tr>
<td>Committees</td>
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<tr>
<td>3/13/19</td>
<td>3/26/19</td>
<td>4/9/19</td>
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<td>3/27/19</td>
<td>4/9/19</td>
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<td>Riverhead GM</td>
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<td>Committees</td>
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<td>Wednesday at 5pm UNLESS OTHERWISE NOTED</td>
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<td>8/16/19 FRIDAY</td>
<td>WED 9/4/19</td>
<td>WED 10/2/19</td>
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<tr>
<td>9/18/19</td>
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<tr>
<td>11/13/19</td>
<td>11/26/19</td>
<td>12/17/19</td>
<td></td>
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<td>11/21/19 NO LATE STARTERS</td>
<td>12/3/19 WARRANTS ONLY</td>
<td>12/17/19</td>
<td></td>
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<td>Election Year – All bills die at end of calendar year</td>
<td>12/17/19</td>
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</table>

Date: February 13, 2019

Department/Agency: Suffolk County Fire, Rescue and Emergency Services

Legislation type (check all that apply)

_____ Resolution (other than capital appropriations/appointments/re-appointments)

_____ Local Law

_____ Charter Law

_____ Capital Appropriation with Bond

_____ Capital Appropriation without Bond

_____ Capital Budget Amendment

_____ Operating Budget Amendment

x _____ New Appointment

_____ Re-appointment

_____ Consent Calendar {ex. Technical Correction, 100% grant, LL-16}

Title of legislation:

Appointment of Timothy Duckham to FRES Commission term to expire December 20, 2020
Layman’s summary:

REF: Suffolk County Charter
§ C11-4 Fire, Rescue and Emergency Services Commission.

A.
There shall be a County Fire, Rescue and Emergency Services Commission pursuant to County Law § 225-a. The Commission shall be comprised of 18 members. Each member shall be appointed by the County Executive with approval of the County Legislature. The term of office for members shall be three years, except that of those members first appointed, six shall serve for three years, six shall serve for two years and five shall serve for one year. At such time that members are reappointed or new members are appointed, the term of office shall be three years.

Representative from Smithtown Town Fire Chiefs Council is needed for the FRES Commission.
Mr. Duckham is replacing Timothy Crafts who resigned on February 4, 2019.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

New legislation

Other department(s) impacted, explanation of impact:

None

Are impacted department(s) aware of legislation?

N/A

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

2019 Intergovernmental Relations Legislative Calendar Cover Sheet FINAL
175b
Resolution
Nomination Letter
Resume
RESOLUTION NO. -2019, AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A SHARED SERVICES AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION

WHEREAS, Suffolk County and New York State Department of Transportation are both charged with keeping and maintaining roadways throughout the county; and

WHEREAS, Suffolk County and New York State Department of Transportation have a long history of working in a complimentary and collaborative fashion; and

WHEREAS, Suffolk County is currently engaged in shared services activities with local governments throughout the county, and is planning to engage with other counties on shared services activities to build heightened efficiencies and taxpayer savings; and

WHEREAS, a Shared Services agreement with New York State Department of Transportation would be consistent with both Suffolk County practice and policy; and

WHEREAS, such a shared services agreement would largely be cost positive or neutral to Suffolk County taxpayers; 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) (20) and (27), in that the resolution concerns routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; and adoption of a local legislative decision in connection with the same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that the County Executive is authorized to enter into a shared services agreement with New York State Department of Transportation; and be it further

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County

Date:
1. Type of Legislation

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

2. Title of Proposed Legislation

AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A SHARED SERVICES AGREEMENT WITH NEW YORK STATE DEPARTMENT OF TRANSPORTATION

3. Purpose of Proposed Legislation

SEE #2 ABOVE.

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

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

<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>
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</tbody>
</table>

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

This resolution authorizes a shared services agreement with NYS Department of Transportation and would largely be cost positive or cost neutral to Suffolk County taxpayers.

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

8. Proposed Source of Funding.


The term of the agreement is 1 year

10. Typed Name & Title of Preparer

Theresa Lollo
Principal Financial Analyst

11. Signature of Preparer

12. Date

February 21, 2019

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

## 2019 Property Tax Levy Cost to the Average Taxpayer

### General Fund

<table>
<thead>
<tr>
<th></th>
<th>2019 Property Tax Levy</th>
<th>2019 Cost to Avg Taxpayer</th>
<th>2019 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></th>
<th>2019 Property Tax Levy</th>
<th>2019 Cost to Avg Taxpayer</th>
<th>2019 FEV Tax Rate Per $1000</th>
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<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### Combined

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<th></th>
<th>2019 Property Tax Levy</th>
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<tr>
<td>TOTAL</td>
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<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, 2017.


3) Source for equalization rates: 2018 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. -2019, CORRECTING RESOLUTION NO. 405-2018 WHICH AUTHORIZED THE ISSUANCE OF A CERTIFICATE OF ABANDONMENT OF THE INTEREST OF THE COUNTY OF SUFFOLK IN PROPERTY DESIGNATED AS SUFFOLK COUNTY TAX MAP NO. 0500-264.00-02.00-072.000 PURSUANT TO SECTION 40-D OF THE SUFFOLK COUNTY TAX ACT

WHEREAS, Resolution 405-2018 was approved by this Legislature on May 15, 2018 and authorized the issuance of a certificate of abandonment of the interest of the County of Suffolk in property designated as Suffolk County Tax Map No. 0500-264.00-02.00-072.00 pursuant to Section 40-D of the Suffolk County Tax Act; and

WHEREAS, the recording information for the deed under which the County of Suffolk acquired said property was incorrectly recited in Resolution 405-2018 as being recorded in the Suffolk County Clerk's Office in Liber 12901 at page 647, when in fact the deed was recorded in Liber 12902 at page 647; and

WHEREAS, to facilitate the filing of the certificate of abandonment which was authorized by Resolution 405-2018, this resolution clarifies the recording information for the deed under which the County of Suffolk acquired the property, now, therefore, be it

1st RESOLVED, that pursuant to Section 40-C of the Suffolk County Tax Act, the tax deed to Suffolk County that was recorded in Liber 12902 at page 647 shall be canceled pursuant to section 40-D of the Suffolk County Tax Act; and

2nd RESOLVED, the Director of Real Estate and/or his designee is authorized to file a certificate of abandonment of claim of title, which Suffolk County holds pursuant to said tax deed.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
RESOLUTION NO. 405-2018, AUTHORIZING THE ISSUANCE OF A CERTIFICATE OF ABANDONMENT OF THE INTEREST OF THE COUNTY OF SUFFOLK IN PROPERTY DESIGNATED AS SUFFOLK COUNTY TAX MAP NO. 0500-264.00-02.00-072.000 PURSUANT TO SECTION 40-D OF THE SUFFOLK COUNTY TAX ACT

WHEREAS, there is a parcel of property lying, situate and being in the Town of Islip, designated as Suffolk County Tax Map Number 0500-264.00-02.00-072.000, known as 32 East Belmont Street, Bay Shore formerly assessed to Pierrot Thelisma; and

WHEREAS, the County of Suffolk acquired said property designated as Suffolk County Tax Map Number 0500-264.00-02.00-072.000, by tax deed dated February 16, 2017, and recorded on February 28, 2017 in the Suffolk County Clerk’s Office in Liber 12901 at page 647 for unpaid 2013/2014 taxes; and

WHEREAS, it has been determined upon investigation that there was an error in the notices to be sent pursuant to the Suffolk County Tax Act; now, therefore be it

1st
RESOLVED, that pursuant to Section 40-C of the Suffolk County Tax Act, the tax deed to Suffolk County will be canceled pursuant to section 40-D of the Suffolk County Tax Act; and be it further

2nd
RESOLVED, the Director of Real Estate and/or his designee is authorized to file a certificate of abandonment of claim of title, which Suffolk County holds pursuant to said tax deed.

DATED: May 15, 2018

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: May 21, 2018
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

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

2. Title of Proposed Legislation
   CORRECTING RESOLUTION NO. 405-2018 WHICH AUTHORIZED THE
   ISSUANCE OF A CERTIFICATE OF ABANDONMENT OF THE INTEREST OF
   THE COUNTY OF SUFFOLK IN PROPERTY DESIGNATED AS SUFFOLK
   COUNTY TAX MAP NO. 0500-264.00-02.00-072.000 PURSUANT TO SECTION
   40-D OF THE SUFFOLK COUNTY TAX ACT.

3. Purpose of Proposed Legislation
   To correct the recording information cited in Resolution 405-2018 which authorized issuance
   of a certificate of abandonment.

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?
   ______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. Name & Title of Preparer Signature of Preparer Date
    Jacqueline Caputi, Esq. Assistant County Attorney

    February 14, 2019

    [Signature]
    Jacqueline Wurtz
    Executive Budget Office
# Financial Impact

## 2019 Property Tax Levy

### Cost to the Average Taxpayer

<table>
<thead>
<tr>
<th></th>
<th>2019 Property Tax Levy</th>
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**Notes:**

1) Source for number of family parcels and corresponding assessed valuation: Suffolk County real property, 2017.
3) Source for equalization rates: 2018 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. -2019, TO ESTABLISH ELIGIBILITY
THE TOWN OF RIVERHEAD, TOWN OF SHELTER ISLAND,
VILLAGE OF AMITYVILLE, VILLAGE OF OCEAN BEACH,
VILLAGE OF SAG HARBOR, VILLAGE OF SALTAIRE,
VILLAGE OF SOUTHAMPTON AND THE VILLAGE OF
WESTHAMPTON BEACH FOR PUBLIC SAFETY REVENUE-
SHARING FUNDS

WHEREAS, Resolution No. 359-2013, "Clarifying Rules for Distribution of Public
Safety Revenue Sharing monies to Towns and Villages," adopted by the County Legislature on
May 7, 2013 required that a municipality receiving County sales tax monies verify no later than
March 31st of each year how the prior year’s public safety expenditures exceeded the amount of
revenue sharing that was allocated in the prior year’s County Operating Budget; and

WHEREAS, the Town of Riverhead, Town of Shelter Island, Village of Amityville,
Village of Ocean Beach, Village of Sag Harbor, Village of Saltaire, Village of Southampton and
the Village of Westhampton Beach did not meet the filing deadline for Fiscal Year 2018; and

WHEREAS, the aforementioned municipalities are filing such verifications
herewith; now, therefore be it

1st
RESOLVED, that the 2018 Town of Riverhead, Town of Shelter Island, Village of
Amityville, Village of Ocean Beach, Village of Sag Harbor, Village of Saltaire, Village of
Southampton and the Village of Westhampton Beach verification of the use of County sales tax
monies as required by Legislative Resolution No. 359-2013 to be filed by March 31st of each
year, which verification is filed simultaneously herewith is hereby deemed timely filed; and be it
further

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

DATED: 

APPROVED BY:

County Executive of Suffolk County

Date:
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution X  Local Law  Charter Law

2. Title of Proposed Legislation

   To establish eligibility by the Town of Riverhead, Town of Shelter Island, Village of Amityville, Village of Ocean Beach, Village of Sag Harbor, Village of Saltaire, Village of Southampton and the Village of Westhampton Beach for public safety revenue-sharing funds

3. Purpose of Proposed Legislation

   See Number 2 above

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

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

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

   The resolution establishes eligibility for the Towns and Villages that did not provide the required paperwork within the time frame established by Resolution 688-2000 to receive their portion of the public safety revenue-sharing.

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

   Funding is included in the 2018 operating budget.

8. Proposed Source of Funding
   Suffolk County Operating Budget

9. Timing of Impact
   Effective upon adoption

10. Typed Name & Title of Preparer  11. Signature of Preparer  12. Date
    John M. Kennedy, Jr.
    County Comptroller  February 14, 2019
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the Ce Reso Review Filing Date associated with the date you would like the legislation LOT, you **must** contact Intergovernmental Relations.

**Unless otherwise specifically requested, legislation received after the Ce Reso Review Filing Date will be LOT at the next General Meeting.**

<table>
<thead>
<tr>
<th>James Byrne</th>
</tr>
</thead>
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<table>
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<th>Laid on the Table</th>
<th>Earliest Possible Vote</th>
<th>Cycle for which attached legislation is submitted</th>
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<td>3/13/19</td>
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<td>4/9/19&lt;br&gt;Riverhead GM</td>
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<td>6/4/19</td>
<td>6/18/19</td>
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<tr>
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<td>--------------------------------</td>
<td>------------------</td>
<td>------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Wednesday at 5pm UNLESS OTHERWISE NOTED</td>
<td>7/16/19</td>
<td>WED 9/4/19</td>
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<tr>
<td>7/3/19</td>
<td>7/16/19</td>
<td>WED 9/4/19</td>
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<tr>
<td>8/16/19 FRIDAY</td>
<td>WED 9/4/19</td>
<td>WED 10/2/19</td>
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<tr>
<td>11/13/19</td>
<td>11/26/19</td>
<td>12/17/19</td>
<td></td>
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<tr>
<td>11/21/19 NO LATE STARTERS</td>
<td>12/3/19 Warrants Only</td>
<td>12/17/19</td>
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<tr>
<td>Election Year – All bills die at end of calendar year</td>
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<td>.................</td>
<td>.................</td>
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</table>

Date:

Department/Agency:

Legislation type (check all that apply)

- [x] Resolution (other than capital appropriations/appointments/re-appointments)
- [ ] Local Law
- [ ] Charter Law
- [ ] Capital Appropriation with Bond
- [ ] Capital Appropriation without Bond
- [ ] Capital Budget Amendment
- [ ] Operating Budget Amendment
- [ ] New Appointment
- [ ] Re-appointment
- [ ] Consent Calendar {ex. Technical Correction, 100% grant, LL-16}
Title of legislation:

TO ESTABLISH ELIGIBILITY BY THE TOWN OF RIVERHEAD, TOWN OF SHIELHERT ISLAND, VILLAGE OF AMITYVILLE, VILLAGE OF OCEAN BEACH, VILLAGE OF SAG HARBOR, VILLAGE OF SALTHAIRE, VILLAGE OF SOUTHAMPTON AND THE VILLAGE OF WESTHAMPTON BEACH FOR PUBLIC SAFETY REVENUE-SHARING FUNDS

Layman’s summary:

THE RESOLUTION ESTABLISHES ELIGIBILITY FOR THE TOWNS AND VILLAGES THAT DID NOT PROVIDE THE REQUIRED PAPERWORK WITHIN THE TIME FRAME ESTABLISHED BY RESOLUTION 688-2000 TO RECEIVE THEIR PORTION OF THE PUBLIC SAFETY REVENUE-SHARING.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

N/A

Other department(s) impacted, explanation of impact:

N/A

Are impacted department(s) aware of legislation?

N/A

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

IR COVER SHEET
SCIN 175-B – FISCAL IMPACT STATEMENT
RESOLUTION NO. 2019,

RESOLUTION AMENDING AND RESTATING BOND RESOLUTION NO. 991-2018, ADOPTED NOVEMBER 20, 2018, RELATING TO THE AUTHORIZATION OF THE ISSUANCE OF $210,000 BONDS TO FINANCE IMPROVEMENTS TO CR 35 PARK AVENUE, TOWN OF HUNTINGTON (CP 5519.111)

Recitals

WHEREAS, pursuant to Bond Resolution No. 950-2015, adopted on November 17, 2015, the County Legislature authorized the issuance of $150,000 in bonds of the County to finance engineering costs associated with the construction of improvements to CR 35 Park Avenue, Town of Huntington, and assigned a period of probable usefulness for such specific object or purpose of five (5) years, pursuant to Local Finance Law Section 11.00 a. 62 (2nd); and

WHEREAS, pursuant to Resolution No. 992-2018 adopted on November 28, 2018, the County Legislature appropriated $210,000 in bond proceeds for additional engineering costs in connection with improvements to CR 35 Park Avenue, Town of Huntington; and

WHEREAS, pursuant to Bond Resolution No. 991-2018 adopted on November 20, 2018, the County Legislature authorized the issuance of $150,000 in bonds of the County to finance the such additional engineering costs associated with the construction of improvements to CR 35 Park Avenue, Town of Huntington; and

WHEREAS, the amount of bonds authorized by Bond Resolution No. 991-2018 was in error, and was intended to be $210,000, so as to be consistent with the amount of the appropriation contained in Resolution No. 992-2018; and

WHEREAS, the County Legislature now intends amend and restate Bond Resolution No. 991-2018 in its entirety, so as to (A) increase the amount of bonds authorized thereunder from $150,000 to $210,000 and (B) to extend the period of probable usefulness for the specific object or purpose authorized by Bond Resolution No. 950-2015 from five (5) years to fifteen (15) years, as permitted under paragraph (b) of Local Finance Law section 11.00 (a)(62) (2nd); and

NOW THEREFORE, THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said County Legislature) TO AMEND AND RESTATE BOND RESOLUTION 991-2018 IN ITS ENTIRETY, TO READ AS FOLLOWS:

BOND RESOLUTION NO. 991-2018, AS AMENDED AND RESTATATED BY RESOLUTION ____-2019

BOND RESOLUTION AUTHORIZING THE ISSUANCE OF $210,000 BONDS TO FINANCE IMPROVEMENTS TO CR 35 PARK AVENUE, TOWN OF HUNTINGTON (CP 5519.111)
THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said County Legislature) AS FOLLOWS:

Section 1. The County of Suffolk, New York (herein called the "County"), is hereby authorized to issue bonds in the principal amount of $210,000 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), the Suffolk County Charter and other applicable laws, to finance engineering costs associated with the construction of improvements to CR 35 Park Avenue, Town of Huntington, consisting of pavement rehabilitation and resurfacing, installation of new sidewalks and curbs, drainage improvements and upgrades, installation of traffic safety modifications, as authorized in the 2019 Capital Budget and Program, as amended. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof, is $2,360,000. The plan of financing includes (a) the issuance of $150,000 bonds or bond anticipation notes heretofore authorized pursuant to Bond Resolution 950-2015; (b) the issuance of $2,000,000 bonds or bond anticipation notes heretofore authorized pursuant to Bond Resolution 860-2017; (c) the issuance of $210,000 bonds or bond anticipation notes authorized pursuant to this Resolution; and (d) the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds or notes and the interest thereon as the same shall become due and payable.

Section 2. (a) The period of probable usefulness applicable to the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 20(c) of the Law, is fifteen (15) years.

(b) It is hereby determined that the planning for this project shall be financed as part of the capital improvement and, pursuant to Section 11.00 a. 62(2nd) of the Local Finance Law, the period of probable usefulness applicable to the bonds authorized to be issued pursuant to Bond Resolution No. 950-2015 is hereby amended to be fifteen (15) years.

Section 3. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the County for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Resolution No. 320 of 1966, as amended by Resolution No. 81 of
1972, and Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the County Legislature relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 7. This bond resolution shall take effect immediately upon approval by the County Executive, and the Clerk of the Legislature is hereby authorized and directed to publish the foregoing resolution, in summary or in full, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the official newspaper(s) of the County.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
RESOLUTION NO. - 2019, ACCEPTING AND APPROPRIATING 100% NEW YORK STATE GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF HEALTH IN THE AMOUNT OF $490,000 FOR THE DISEASE INTERVENTION SERVICE ("DIS") ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Department of Health has awarded Suffolk County 100% NY State grant funds under the Disease Intervention Services ("DIS") to be implemented by the Suffolk County Department of Health Services, Division of Patient Care Services; and

WHEREAS, the DIS funds will be used to support Disease Intervention staffing to provide Partner notification and referral services for sexually transmitted diseases; and

WHEREAS, this grant has a start date of 01/01/19 and ends on 12/31/19 in which the County will receive 100% grant funding in the amount of $490,000 for the DIS program; and

WHEREAS, the DIS grant provides funds for personnel, fringe benefits and travel for the partner notification and referral services for sexually transmitted diseases in Suffolk County; now, therefore be it

1st RESOLVED, the County Comptroller be and hereby is authorized to accept $490,000 and appropriate said grant funds as follows:

DIS - $490,000

REVENUES:

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<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
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<tr>
<td>003</td>
<td>HSV</td>
<td>4172</td>
<td>3480</td>
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ORGANIZATIONS:

Suffolk County Department of Health Services
Disease Intervention Services (DIS)
003-HSV-4172-$490,000

1000-PERSONNEL SERVICES: $323,200

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<tr>
<td>003</td>
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<td>DEG</td>
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<td>1110</td>
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<td>Interim Salaries</td>
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4000-CONTRACTUAL EXPENSES: $1,968
### 8000-EMPLOYEE BENEFITS: $164,832

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#### Interfund Transfer
Transfer to Employee Medical Health Plan
$78,613

### 9000-INTERFUND TRANSFERS: $78,613

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<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4172</td>
<td>8280</td>
<td>0000</td>
<td>Retirement</td>
<td>$54,943</td>
</tr>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4172</td>
<td>8380</td>
<td>0000</td>
<td>Welfare Fund</td>
<td>$6,551</td>
</tr>
<tr>
<td>039</td>
<td>EMP</td>
<td>DEG</td>
<td>9060</td>
<td>8360</td>
<td>0000</td>
<td>Major Medical Claims</td>
<td>$78,613</td>
</tr>
</tbody>
</table>

and be it further

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

**REVENUES:**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>039</td>
<td>IFT</td>
<td>E039</td>
<td>R003</td>
<td>$78,613</td>
</tr>
</tbody>
</table>

and be it further

3<sup>rd</sup> RESOLVED, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individuals filling the positions funded by this resolution at the conclusion of the grant funding provided for such positions funded by said grant; and be it further

4<sup>th</sup> 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)(26) and (33) 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. -2019, ACCEPTING $171,662 AND APPROPRIATING $135,126 - 28% NEW YORK STATE AND 72% FEDERAL PASS - THROUGH GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF FOR THE LEAD POISONING PREVENTION PROGRAM ("LPPP") ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF HEALTH SERVICES, DIVISION OF PATIENT CARE AND TO EXECUTE GRANT RELATED AGREEMENTS

WHEREAS, the New York State Department of Health has awarded Suffolk County 28% New York State and 72% federal pass-through funds under the Lead Poisoning Prevention Program ("LPPP") to be implemented by the Suffolk County Department of Health Services, Division of Patient Care; and

WHEREAS, the LPPP will provide funds to the Department of Health Services to support screening for the early detection of childhood lead poisoning, particularly in high risk populations and to provide education to the public and private physicians; and

WHEREAS, this grant has a start date of 10/01/18 and ends on 09/30/19 in which the County will receive 100% grant funding in the amount of $171,662 for the Lead Poisoning Prevention Program; and

WHEREAS, the LPPP grant provides funds for personnel and fringe benefits for the detection of lead poisoning in young children in Suffolk County; and

WHEREAS, a portion of said funds, $36,536, has already been included in the 2018 Operating Budget; and

WHEREAS, said funds, $135,126, have not been included in the 2019 Operating Budget; now, therefore be it

1st RESOLVED, the County Comptroller be and hereby is authorized to accept $171,662 and appropriate $135,126 said grant funds as follows:

LPPP - $135,126

REVENUES:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>4126</td>
<td>4403</td>
<td>$97,291</td>
</tr>
<tr>
<td>003</td>
<td>HSV</td>
<td>4126</td>
<td>3404</td>
<td>$37,835</td>
</tr>
</tbody>
</table>
**ORGANIZATIONS:**

Suffolk County Department of Health Services  
Division of Patient Care  
Lead Poisoning Prevention Program (LPPP)  
003-HSV-4126 $135,126

**1000-PERSONNEL SERVICES:** $82,556

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4126</td>
<td>1110</td>
<td>0000</td>
<td>Interim Salaries</td>
<td>$82,556</td>
</tr>
</tbody>
</table>

**3000-SUPPLIES:** $7,200

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4126</td>
<td>3680</td>
<td>0000</td>
<td>Repair Special Equipment</td>
<td>$7,200</td>
</tr>
</tbody>
</table>

**Employee Benefits**

**8000-EMPLOYEE BENEFITS:** $45,370

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4126</td>
<td>8330</td>
<td>0000</td>
<td>Social Security</td>
<td>$8,443</td>
</tr>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4126</td>
<td>8280</td>
<td>0000</td>
<td>Retirement</td>
<td>$18,763</td>
</tr>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4126</td>
<td>8380</td>
<td>0000</td>
<td>Welfare Fund</td>
<td>$2,359</td>
</tr>
<tr>
<td>039</td>
<td>EMP</td>
<td>DEG</td>
<td>9060</td>
<td>8360</td>
<td>0000</td>
<td>Major Medical Claims</td>
<td>$15,805</td>
</tr>
</tbody>
</table>

**Interfund Transfer**

Transfer to Employee Medical Health Plan  
$15,805

**9000-INTERFUND TRANSFERS:** $15,805

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>HSV</td>
<td>DEG</td>
<td>4126</td>
<td>9550</td>
<td>0000</td>
<td>Transfer to Fund 039 Self Health Insurance</td>
<td>$15,805</td>
</tr>
</tbody>
</table>

and be it further

2\(^{nd}\) **RESOLVED**, that the following interfund revenues for Employee Medical Health Plan be accepted as follows:
and be it further

3rd RESOLVED, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individuals filling the positions funded by this resolution at the conclusion of the grant funding provided for such positions funded by said grant; and be it further

4th RESOLVED, that the County Executive be and hereby is authorized to execute related agreements; and be it further

5th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"). N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(26) and (33) 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. -2019, APPROVING COUNTY FUNDING FOR A CONTRACT AGENCY (HUDSON RIVER HEALTHCARE, INC.)

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

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

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

WHEREAS, the 2019 Operating Budget does include funding for Hudson River Healthcare, Inc. as a contract agency:

<table>
<thead>
<tr>
<th>FD</th>
<th>DEPT</th>
<th>UNIT</th>
<th>OBJ</th>
<th>ACTIVITY NAME</th>
<th>2019 ADOPTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>HSV</td>
<td>4101</td>
<td>4980</td>
<td>Contracted Agencies</td>
<td>$12,000,000</td>
</tr>
</tbody>
</table>

and

WHEREAS, the Comptroller has advised this Legislature that Hudson River Healthcare, Inc. did not comply with the disclosure requirements of §189-66(B) by the September 15th deadline, however, this contract agency is now in full compliance with §189-66 (B); now, therefore be it

RESOLVED, that the funding included in the 2019 Operating Budget for Hudson River Healthcare, Inc. is hereby approved in accordance with Section 189-66(B) of the SUFFOLK COUNTY CODE and the Department of Audit and Control is hereby authorized, empowered and directed to release 2019 funding to Hudson River Healthcare, Inc. in accordance with its regular procedures; 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 (26) and (33) of Title 8 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, and adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.
RESOLUTION NO. - 2019, AMENDING THE 2019 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE ADDITIONAL FEDERAL AND STATE AID AND REALLOCATE CURRENT STATE AID FROM THE NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES (NYS OASAS) FOR VARIOUS CONTRACT AGENCIES

WHEREAS, the New York State Office of Alcoholism and Substance Abuse Services (NYS OASAS) has directed a reallocation of funding and issued additional Federal pass-through aid and State aid for chemical dependency and prevention services operating in Suffolk County; and

WHEREAS, NYS OASAS has directed the reallocation of funding for Hope for Youth, Inc. and WellLife Network, Inc. for existing programs; and

WHEREAS, to more clearly identify service delivery and address program needs, it is necessary to separate programs with 100% OASAS State aid funding for substance abuse and prevention services from other chemical dependency services provided by SCO Family of Services, Human Understanding & Growth Services (H.U.G.S.) and Family Service League; and

WHEREAS, NYS OASAS has allocated an additional $39 in Federal pass-through aid to YMCA of L.I., Inc. and combined additional $200 in State aid to Catholic Charities and Family Service League; and

WHEREAS, these said funds to be transferred are included in the 2019 Operating Budget; and

WHEREAS, this additional $239 in funding is not included in the 2019 Operating Budget; now, therefore be it

RESOLVED, that the County Comptroller be and hereby is authorized to accept and appropriate $239 in additional Federal and State aid funding and transfer $1,532,181 in funding as follows:

<table>
<thead>
<tr>
<th>REVENUES:</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>001-HSV 3486 State Aid: Chemical Dependency and Prevention</td>
<td>$200</td>
</tr>
<tr>
<td>001-HSV 4491 Federal Aid: Alcoholism</td>
<td>$39</td>
</tr>
</tbody>
</table>

ORGANIZATIONS:

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

<table>
<thead>
<tr>
<th>XORG</th>
<th>OBJECT NAME</th>
<th>2019 Adopted Budget</th>
<th>Increase/Decrease</th>
<th>2019 Modified Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>KCI1</td>
<td>Hope for Youth</td>
<td>$206,655</td>
<td>(-$1,277)</td>
<td>$205,378</td>
</tr>
</tbody>
</table>
and be it further

2nd

RESOLVED, that the County Executive be and hereby is authorized to execute contracts and amendments with the above named providers; 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 (26) and (33) 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, and adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

HSV# 13-2019
RESOLUTION NO. - 2019, AMENDING THE 2019 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE $500,000 IN 100% FEDERAL PASS-THROUGH AID FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH (NYS OMH) FOR THE PURPOSE OF A JAIL DIVERSION PROGRAM IN SUFFOLK COUNTY

WHEREAS, the New York State Office of Mental Health (NYS OMH) has issued one-time Federal pass-through aid in the amount of $500,000 for a Jail Diversion program as part of the Stabilization Center operating in Suffolk County; and

WHEREAS, the NYS OMH has directed funding for Family Service League to integrate trained behavioral health staff into its twenty-four-hour Stabilization Center as part of the Jail Diversion program; and

WHEREAS, the NYS OMH has authorized Suffolk County to mitigate the costs of Crisis Intervention Team (CIT) program training for identified CIT Suffolk County police officers; and

WHEREAS, this funding was issued as multi-year funding and is available for use until September 30, 2019; and

WHEREAS, these said funds are not currently included in the 2019 Adopted Operating Budget; now, therefore be it

1st RESOLVED, that the County Comptroller be and hereby is authorized to accept and appropriate $500,000 in additional Federal pass-through aid as follows:

REVENUES:
001-HSV-4330-4490: Mental Health Federal Aid

AMOUNT
$500,000

ORGANIZATIONS:

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

<table>
<thead>
<tr>
<th>OBJECT</th>
<th>ACTIVITY</th>
<th>OBJECT NAME</th>
<th>2019 Adopted Budget</th>
<th>Increase/Decrease</th>
<th>2019 Modified Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1120</td>
<td>XXXX</td>
<td>Overtime Salaries</td>
<td>$0</td>
<td>$159,078</td>
<td>$159,078</td>
</tr>
<tr>
<td>4980</td>
<td>XXXX</td>
<td>Contracted Agencies</td>
<td>$0</td>
<td>$340,922</td>
<td>$340,922</td>
</tr>
<tr>
<td></td>
<td>XXXX</td>
<td>FSL Jail Diversion</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute a contract with the above named provider; 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 (26) and (33) 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, and adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

HSV# 14-2019
RESOLUTION NO. -2019, AMENDING THE 2019 ADOPTED OPERATING BUDGET TO ACCEPT AND APPROPRIATE $15,724 IN 100% FEDERAL PASS-THROUGH AID FROM THE NEW YORK STATE OFFICE OF MENTAL HEALTH (NYS OMH) FOR ADULT COMMUNITY SUPPORT PROGRAM

WHEREAS, the New York State Office of Mental Health (NYS OMH) has issued one-time Federal pass-through aid in the amount of $15,724 to Federation of Organizations for the enhancement of the adult community support program; and

WHEREAS, these Federal pass-through funds are part of the Community Mental Health Services (CMHS) initiative and are to be allocated to Federation of Organizations, which operates an adult community support program and is a current recipient of CMHS funding; and

WHEREAS, this funding was issued as multi-year funding and is available for use until September 30, 2019; and

WHEREAS, these said funds are not currently included in the 2019 Adopted Operating Budget; now, therefore be it

1st RESOLVED, that the County Comptroller be and hereby is authorized to accept and appropriate $15,724 in additional Federal pass-through aid as follows:

REVENUES: AMOUNT
001-HSV-4490: Mental Health Federal Aid $15,724

ORGANIZATIONS:

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

<table>
<thead>
<tr>
<th>XORG</th>
<th>OBJECT NAME</th>
<th>2019 Adopted Budget</th>
<th>Increase/Decrease</th>
<th>2019 Modified Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>GSV1</td>
<td>Federation of Org.</td>
<td>$751,180</td>
<td>$15,724</td>
<td>$766,904</td>
</tr>
</tbody>
</table>

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute a contract with the above named provider; 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 (26) and (33) 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, and adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_________________________
County Executive of Suffolk County

Date:
RESOLUTION NO. -2019, APPROVING COUNTY FUNDING FOR A CONTRACT AGENCY (DEEPWELLS FARM HISTORICAL SOCIETY)

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

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

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

WHEREAS, the 2019 Operating Budget included funding for the Deepwells Farm Historical Society as follows:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Unit</th>
<th>Obj</th>
<th>Act</th>
<th>Activity Name</th>
<th>2019 Modified</th>
</tr>
</thead>
<tbody>
<tr>
<td>192</td>
<td>PKS</td>
<td>7512</td>
<td>4980</td>
<td>JHM1</td>
<td>Deepwells Farm Historical Society</td>
<td>$7,000</td>
</tr>
</tbody>
</table>

and

WHEREAS, the Comptroller has advised this Legislature that the Deepwells Farm Historical Society did not comply with the disclosure requirements of § 189-66(B) by the September 15th deadline, however, this contract agency is now in full compliance with § 189-66(B); now, therefore be it

1st RESOLVED, that the funding included in the 2019 Operating Budget for the Deepwells Farm Historical Society is hereby approved in accordance with § 189-66(C) of the SUFFOLK COUNTY CODE and the Department of Audit and Control is hereby authorized, empowered and directed to release 2019 funding to the Deepwells Farm Historical Society in accordance with its regular procedures; and be it further

2nd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(26) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as routine or continuing administration and management not including new programs or major reordering of priorities that may affect the environment, 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:\restore\funding-deepwells-farm-historical-society
RESOLUTION NO. - 2019, 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 requires sewer system improvements; and

WHEREAS, a public hearing was held on June 20, 2017 at the regularly scheduled meeting of the County Legislature in Riverhead, New York, in connection with the proposed improvements; and

WHEREAS, the public hearing documents recognized that funds were required in multiple years including 2019 and did develop the cost to property owners based on overall funding requirements; and

WHEREAS, a resolution making certain findings and determination and an order for the modification of the plan of service for Suffolk County Sewer District No. 7 – Medford was adopted via Resolution 894-2017; 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, 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, there are sufficient funds in the 2019 Capital Budget and Program for the sewer system improvements of the Suffolk County Sewer District No. 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 2019 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 and/or rehabilitation 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

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:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Project Title</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>527-CAP-8150.317</td>
<td>Improvements to Sewer District No. 7 – Medford – Construction</td>
<td>$250,000</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 (33) Information collection including basic data collection research, water quality and pollution studies, traffic counts, engineering studies, surveys, subsurface investigations and soils studies that do not commit the agency to undertake, fund or approve any Type I or Unlisted action; Routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; Conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action; as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connection with routine or continuing agency administration and management; and be it further

4th RESOLVED, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the improvements to Sewer District No. 7 – Medford.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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</tbody>
</table>

### POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th></th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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### COMBINED

<table>
<thead>
<tr>
<th></th>
<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
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<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2018 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
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  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 2019 project is $250,000 in sewer district serial bonds and the ASRF will continue to stabilize rates at an annual increase of 3%.

8. Proposed Source of Funding

   Sewer District Serial Bonds supported by the ASRF

9. Timing of Impact

   Upon adoption

10. Typed Name & Title of Preparer

    Ben Wright, P.E., Principal Civil Engineer

11. Signature of Preparer

    [Signature]

12. Date

    1/2/19
## Suffolk County
### General Obligation Serial Bonds
#### Level Debt Service

<table>
<thead>
<tr>
<th>Term of Bonds</th>
<th>Amount to Bond:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$250,000</td>
</tr>
</tbody>
</table>

<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>6/1/2020</td>
<td>5.000%</td>
<td>$8,059.33</td>
<td>$10,960.80</td>
<td>$19,040.13</td>
<td>$19,040.13</td>
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<tr>
<td>6/1/2021</td>
<td>5.000%</td>
<td>$8,413.32</td>
<td>$10,313.41</td>
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<td>$19,040.13</td>
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<td>6/1/2022</td>
<td>5.000%</td>
<td>$8,782.86</td>
<td>$9,123.64</td>
<td>$19,040.13</td>
<td>$19,040.13</td>
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<tr>
<td>6/1/2023</td>
<td>5.000%</td>
<td>$9,168.03</td>
<td>$9,936.75</td>
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<td>$9,571.35</td>
<td>$9,734.39</td>
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<td>$19,040.13</td>
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<tr>
<td>6/1/2025</td>
<td>5.000%</td>
<td>$9,991.75</td>
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<td>6/1/2026</td>
<td>5.000%</td>
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<td>6/1/2027</td>
<td>4.000%</td>
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<td>6/1/2028</td>
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<td>$8,386.55</td>
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<tr>
<td>6/1/2029</td>
<td>4.000%</td>
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<td>6/1/2031</td>
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<td>6/1/2032</td>
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<td>$13,496.62</td>
<td>$2,770.26</td>
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<tr>
<td>6/1/2033</td>
<td>3.82%</td>
<td>$14,062.57</td>
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<td>3.743%</td>
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<td>$19,040.13</td>
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<tr>
<td>6/1/2035</td>
<td>3.866%</td>
<td>$15,357.74</td>
<td>$1,841.20</td>
<td>$19,040.13</td>
<td>$19,040.13</td>
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<tr>
<td>6/1/2036</td>
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<td>$19,040.13</td>
<td>$19,040.13</td>
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<tr>
<td>6/1/2037</td>
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<tr>
<td>6/2/2039</td>
<td>4.35%</td>
<td>$18,239.02</td>
<td>$400.56</td>
<td>$19,040.13</td>
<td>$19,040.13</td>
</tr>
</tbody>
</table>

$260,000.00 | $130,802.64 | $386,802.64 | $386,802.64

**Note:** Table calculates interest expense based upon average interest rate over the life of the bonds. Therefore, interest in the early years will be overstated while interest in the later years will be understated. The table needs to utilize average interest rate in order to calculate the annual level debt payment.

*According to the County's financial advisors, we see higher coupons with premiums to "buy down" the net interest cost to the issuer. This has to do with the fact that interest rates have been low for so long and now we are in a rising interest rate environment.*
### RESOLUTION SUBMITTAL SHEET

<table>
<thead>
<tr>
<th>Capital Project</th>
<th>CP 8150</th>
<th>Legislative Districts</th>
<th>3.7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Fund</td>
<td></td>
<td>Federal Aid %</td>
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</tr>
<tr>
<td>Other</td>
<td></td>
<td>State Aid %</td>
<td></td>
</tr>
</tbody>
</table>

Give a complete description of why we are asking for reso; if aided, state status of aid

Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 7 – Medford (CP 8150)

### Previous resolution (list previous reso for the same work)

<table>
<thead>
<tr>
<th>Resolution Number</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>900-2016</td>
<td>Construction</td>
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<tr>
<td>1201-2017</td>
<td>Construction</td>
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</tr>
<tr>
<td>213-2018</td>
<td>Construction</td>
<td>$250,000</td>
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### Amounts being requested

<table>
<thead>
<tr>
<th>Planning</th>
<th>Site</th>
<th>Construction</th>
<th>Land</th>
<th>F&amp;E</th>
<th>Planning</th>
<th>Site</th>
<th>Construction</th>
<th>Land</th>
<th>F&amp;E</th>
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</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>$250,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$750,000</td>
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### Current Funding

<table>
<thead>
<tr>
<th>Planning</th>
<th>Site</th>
<th>Construction</th>
<th>Land</th>
<th>F&amp;E</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Project Status

- Est. planning completion: 03/2018
- Est. construction start: 06/2018
- Est. construction completion: 12/2019
- Design consultant: TBD
- Contractor: TBD

State required offsets, their Legislative Districts, and a detailed explanation of why we do not need the funds; state if we believe the legislator from the offset district will have a major issue

<table>
<thead>
<tr>
<th>Offset</th>
<th>Leg. District</th>
<th>Comments</th>
</tr>
</thead>
</table>

H:\SANITATION\resolutions\2019 Resolutions\dt-bwr1-2-19 Back-up DPW ed7-Medford serial bonds CP 8150 Reso Submittal Sheet.doc
<table>
<thead>
<tr>
<th>Time</th>
<th>Tasks</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A. Final Design Phase</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>B. Final Design Complete</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>C. Financial Approval on Final Design</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>II. Construction Phase</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Advertise &amp; Construction Period</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Date: January 2, 2019

Department/Agency: S C Department of Public Works/Darnell Tyson, P.E., Acting Commissioner

Department/Agency Point of Contact: Ben Wright, P.E., Principal Civil Engineer

Legislation type (check all that apply):

☐ Resolution (other than capital appropriations/appointments/re-appointments)
☐ Local Law
☐ Charter Law
☒ Capital Appropriation with Bond
☐ Capital Appropriation without Bond
☐ Capital Budget Amendment
☐ Operating Budget Amendment
☐ New Appointment
☐ Re-appointment
☐ Consent Calendar (ex. Technical Correction, recurring 100% grant, LL-16)
☐ Grant (all new grants and any recurring grant less than 100% funded)

Title of legislation:

Appropriating Funds Through the Issuance of Sewer District serial bonds for the Improvements to Suffolk County Sewer District No. 7 – Medford (CP 8150)
Layperson’s summary:
To appropriate $250,000 of construction funds that are included in the Adopted Capital Program for 2019. Construction of sewer system improvements which includes over 30 miles of sewers and 5 pumping stations.

Anticipated opposition (if any):
None

Specific detriment(s) from failed resolution:
Lack of improvement to the sewer system could result in failure or emergency responses.

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):
SCIN Form 175b
Resolution Submittal Sheet
Timeline

Other County departments/divisions or municipalities impacted and explanation of impact:
N/A
RESOLUTION NO. 499 -2017, CALLING A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING INCREASING THE MAXIMUM AMOUNT TO BE EXPENDED FOR IMPROVING FACILITIES FOR SUFFOLK COUNTY SEWER DISTRICT NO. 7 – MEDFORD (CP 8150)

WHEREAS, by proceedings heretofore duly had and taken pursuant to Article 5-A of the County Law, the County Legislature of the County of Suffolk, New York has established a County sewer district designated and known as Suffolk County Sewer District No. 7 – Medford; and

WHEREAS, Suffolk County Resolution No. 486-2016 found and determined that is was in the public interest to increase and improve the facilities of Sewer District No. 7 – Medford; and

WHEREAS, additional funds are necessary to complete the work for the rehabilitation of the sewage collection and conveyance system at Suffolk County Sewer District No. 7 – Medford; and

WHEREAS, Section 269 of the New York County Law sets forth the process of increasing the maximum amount to be expended for an improvement to a sewer district; and

WHEREAS, an amended Map and Plan addressing the updated costs of the rehabilitation of the sewage collection and conveyance system at Suffolk County Sewer District No. 7 – Medford has been prepared and filed with the County Legislature pursuant to New York County Law Section 253-b; and

WHEREAS, it is now desired to call a public hearing on the increase in cost to the improvements and on the amended Map and Plan pursuant to Sections 253-b, and 254 and 269 of the New York County Law; now, therefore be it

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

Section 1. A meeting of the Legislature of the County of Suffolk New York shall be held at the County Center in the meeting room of the County Legislature in Riverhead, New York, in said County, on the 20th day of June 2017, at 6:30 p.m., Prevailing Time, for the purpose of conducting a public hearing on the aforesaid matter and for such other action on the part of said County Legislature as may be required by law or proper in premises.

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

PLEASE TAKE NOTICE that the Legislature of the County of Suffolk New York will meet at the County Center in Riverhead, New York in said County, on 20th day of June 2017 at 6:30 pm, Prevailing Time, for the purpose of conducting a public hearing upon a proposal for an amendment to the 2016 Map and Plan for the increases and improvements to the facilities of Suffolk County Sewer District No. 7 – Medford; in and about the Town of Brookhaven, substantially in accordance with the amended maps, plans, report and recommendations prepared by the Suffolk County Sewer Agency, with the assistance of the Suffolk County Department of Public Works, and filed with the Legislature of the County of Suffolk, at which time and place said County Legislature will consider such proposal and hear all parties interested therein concerning the same.

Project Description

The increase and improvement to Suffolk County Sewer District No. 7 – Medford includes repair and rehabilitation of the sewers, manholes, force mains, etc. The project is more fully described and defined and set forth in the aforementioned maps, plans, reports and recommendations. The estimate of the cost associated with the increase and improvement project is $1,000,000. All property owners within said District are benefited by the increase and improvement

Notice of Cost

Suffolk County Resolution No. 486-2016 found and determined that it was in the public interest to increase and improve the facilities of Sewer District No. 7 – Medford. Additional funds are needed to complete all work. The public hearing is being held to address a proposed cost amendment to the 2016 Map and Plan for the increase and improvement to the facilities of Sewer District No. 7 – Medford.

The cost of the increase and improvement to the facilities of Sewer District No. 7 – Medford has risen from an estimated cost of $0.25 million in 2016 to an estimated total project cost of $1.0 million including appropriations in 2017, 2018, and 2019 as set forth in the amended Map and Plan.

There will be no fiscal impact to the benefited properties within Suffolk County Sewer District No. 7 – Medford, since, generally, pursuant to the Assessment Stabilization Reserve Fund (ASRF), all property owners in Suffolk County sewer districts experience a 3% annual increase regardless of any increases or improvements performed. In the case of Suffolk County Sewer District No. 7, the annual ASRF increase will result in an increase to approximately $18.00 per typical property within the District (an increase from $17.00 in 2016) regardless of additional funds necessary to complete the increase and improvement. Therefore, there is no fiscal impact caused to the benefited properties in the District as a result of the amendment of the 2016 Map and Plan to reflect an increase in the maximum amount to be expended for the increases and improvements.

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

Section 3. This resolution shall take effect immediately.

and be it further

2nd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C)(20) and (27) as the proposal involves the adoption of regulations, policies, procedures and local legislative decisions in connections with routine or continuing agency administration and management.

DATED: June 6, 2017

APPROVED BY:

/s/ Steven Bellone
County Executive of Suffolk County

Date: June 14, 2017
RESOLUTION NO. 894 -2017, A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AND AN ORDER FOR THE MODIFICATION OF THE PLAN OF SERVICE FOR SUFFOLK COUNTY SEWER DISTRICT NO. 7 - MEDFORD (CP 8150)

WHEREAS, Suffolk County Resolution No. 486-2016 found and determined that it was in the public interest to increase and improve the facilities of Sewer District No. 7 – Medford; and

WHEREAS, this Legislature previously adopted Suffolk County Resolution No. 746-2017 and this Legislature wishes to repeal said resolution; and

WHEREAS, additional funds are necessary to complete the work necessary for finishing these increases and improvements; and

WHEREAS, pursuant to New York County Law Section 269, the Suffolk County Sewer Agency has prepared and submitted to the Legislature of the County of Suffolk, New York, amended maps, plans, recommendations and revised cost estimates pertaining to an increase in the maximum amount to be expended for the increase and improvement to facilities at Suffolk County Sewer District No. 7 – Medford; and

WHEREAS, these maps, plans, recommendations and revised cost estimates accompanied Suffolk County Resolution No. 499-2017 and are attached to this Resolution and Order as Exhibit “A”; and

WHEREAS, the cost of the increase and improvement to the facilities of Sewer District No. 7 – Medford has risen from a cost in 2016 of $0.25 million to an estimated cost of $1.0 million, as set forth in the amended maps, plans, recommendations; and

WHEREAS, this revised cost will be financed utilizing sewer district serial bonds, but there will be no fiscal impact caused to the benefited properties in said District as a direct result of the increase to the costs of the increases and improvements inasmuch as pursuant to the Suffolk County Assessment Stabilization Reserve Fund (“ASRF”) all property owners in Suffolk County sewer districts experience a 3% annual increase regardless of any increases or improvements performed; and

WHEREAS, in the case of the property owners in Suffolk County Sewer District No. 7 – Medford, the annual 3% ASRF increase will result in an increase of approximately $18 per year to the typical property within the District, regardless of the additional funds necessary to complete the increases and improvements; and

WHEREAS, pursuant to Suffolk County Resolution No. 499-2017 and New York County Law Section 254, the Clerk of the Legislature did duly cause a Notice of Public Hearing regarding the amended maps, plans, recommendations and revised cost estimates pertaining to an increase in the maximum amount to be expended for the increase and improvement to facilities at Suffolk County Sewer District No. 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 Riverhead, New York in said County on June 20, 2017 at 6:30 p.m., Prevailing Time; and

WHEREAS, since there are electors residing in Suffolk County Sewer District No. 7 – Medford, Sections 256 and 269 of Article 5-A of the New York County Law require that the increases in the maximum amount to be expended on increases and improvements to Suffolk County Sewer District No. 7 – Medford shall be subject to permissive referendum; and

WHEREAS, by this Resolution, it is the intent of the Suffolk County Legislature to submit the findings and order regarding the increase in the maximum amount to be expended for the increases and improvements to Suffolk County Sewer District No. 7 – Medford in order to subject such findings and order to permissive referendum; and

WHEREAS, said County Legislature has duly considered the amended map, plan, recommendations, and revised estimate of cost for the increases and improvements to Suffolk County Sewer District No. 7 – Medford, as well as evidence given at the public hearing held on June 20, 2017; now, therefore be it

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

Section 1. Upon evidence presented at the aforesaid public hearing and after due consideration of the amended maps, plans, reports, recommendations, and revised estimate of costs filed with the Legislature of the County of Suffolk and attached to this Resolution and Order as Exhibit “A”, it is hereby found and determined that the revised total cost for the increases and improvements to Suffolk County Sewer District No. 7 – Medford shall be set at a maximum of $1.0 million, which shall be financed using sewer district serial bonds.

Section 2. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid amended maps, plans, reports, recommendations and revised estimate of costs it is hereby found and determined that the increase to the costs of the increases and improvements to Suffolk County Sewer District No. 7 – Medford, as set forth in such amended maps, plans, reports, recommendations and revised estimate of costs, is necessary, convenient, and desirable.

Section 3. Upon evidence presented at the aforesaid public hearing and after due consideration of the aforesaid amended maps, plans, reports, recommendations and revised estimate of costs, it is hereby further found and determined that the proposed work involving the increases and improvements to Suffolk County Sewer District No. 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 amended maps, plans, reports, recommendations, and revised cost estimates, it is further found and determined that it is in the public interest to expend a maximum amount of $1.0 million on the increases and improvements to Suffolk County Sewer
District No. 7 – Medford, as set forth in such amended maps, plans, reports, recommendations and revised estimate of costs.

and be it further

2nd RESOLVED, IT IS HEREBY ORDERED, by the County Legislature of the County of Suffolk, New York as follows:

Section 1. The increase to the amount to be expended on the increases and improvements to Suffolk County Sewer District No. 7 – Medford, as more particularly described in the amended maps, plans, reports, recommendations, and revised estimate of costs attached as Exhibit “A”, are hereby approved.

Section 2. Upon the effective date of this Resolution and Order, the Suffolk County Department of Public Works and the Administrative Head of Suffolk County Sewer District No. 7 – Medford are hereby authorized and directed to carry out the increases and improvements to said District as more particularly described in the amended maps, plans, reports, recommendations and revised estimate of costs attached as Exhibit “A”.

Section 3. The Clerk of this Legislature is hereby authorized and directed to cause a certified copy of this Resolution and Order to be recorded in the Office of the Clerk of the County of Suffolk, New York, within ten days of the effective date of this Resolution and Order in accordance with the provisions of New York County Law Sections 253-b and 259.

and be it further

3rd RESOLVED, Suffolk County Resolution No. 746-2017 is hereby repealed effective the date of this resolution; and be it further

4th RESOLVED, that this Resolution and Order authorizing the increase to the maximum amount to be expended on the increases and improvements for Suffolk County Sewer District No. 7 – Medford, supersedes Suffolk County Resolution No 746-2017, and shall not take effect until at least forty-five (45) days after its adoption, or until approved by the affirmative vote of the majority of the qualified electors who are resident within Suffolk County Sewer District No. 7 – Medford voting on a proposition for its approval if within forty-five (45) days after its adoption there is filed with the Clerk of the County Legislature a petition protesting against the passage of this Resolution and Order in conformity with the provisions of Section 257 of the New York County Law; and be it further

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)(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.
DATED: October 3, 2017

APPROVED BY:

/s/ Dennis M. Cohen
Chief Deputy County Executive of Suffolk County

Date: October 5, 2017
RESOLUTION NO. 510-2012, MAKING A SEQuRA DETERMINATION IN CONNECTION WITH THE PROPOSED IMPROVEMENTS TO SEWER DISTRICT NO. 7 - MEDFORD (CP 8150), TOWN OF BROOKHAVEN

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proosed Improvements to Sewer District No. 7 – Medford (CP 8150), Town of Brookhaven", pursuant to Section 6 of Local Law No. 22-1985 which project involves replacing the portions of the sewage conveyance system prior to emergency response or failure; and

WHEREAS, at its May 16, 2012 meeting, the CEQ reviewed the information submitted by the Suffolk County Department of Public Works in connection with this project; and

WHEREAS, the CEQ recommended that the above activity be considered a Type II action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(c)(1)(2)(20) and (27) and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated May 16, 2012 of said recommendations; and

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

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

1st RESOLVED, that this Legislature hereby determines that the Proposed Improvements to Sewer District No. 7 – Medford (CP 8150), Town of Brookhaven constitutes a Type II action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(c)(1)(2)(20) and (27) and Chapter 450 of the Suffolk County Code, as the project involves the repair and/or replacement of facilities in-kind; and be it further

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

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

DATED: JUN 19 2012

APPROVED BY:

[Signature]
County Executive of Suffolk County

Date: 6-28-2012
RESOLUTION NO. - 2019, APPROPRIATING FUNDS
IN CONNECTION WITH IMPROVEMENTS TO COUNTY
MARINAS (CP 7109)

WHEREAS, the Commissioner of Parks, Recreation and Conservation has
requested funds for Improvements to County Marinas; and

WHEREAS, the County owns and operates several marinas throughout the
County parks system, including the Shinnecock Marina, the Timber Point East Marina, the
Timber Point West Marina, the Long Island Maritime Museum Boat Basin, the Smith Point
Marina, and the Tadsen’s Marina; and

WHEREAS, these marinas are used in various ways by the general public,
bringing significant revenue; and

WHEREAS, it is in the County’s interest to repair and maintain these marinas so
as to maximize their value to the County and ensure their safe operation; and

WHEREAS, there are sufficient funds within the 2019 Capital Budget and
Program to cover the cost for said program; and

WHEREAS, Resolution No. 471-1994 as revised by Resolution No. 461-2006
and established the use of a priority ranking system, implemented in the Adopted 2019 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 $750,000 in Suffolk County Serial Bonds; now, therefore, be it

1st
RESOLVED, that this Legislature, being the lead agency under the State
Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8,
hereby finds and determines that this action constitutes a Type II action, pursuant to Section
617.5 (C) (1) (2) and (33) of Title 6 of New York Code of Rules and Regulations ("NYCRR"),
maintenance or repair involving no substantial changes in an existing structure or facility;
replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site,
including upgrading buildings to meet building, energy or fire codes, unless such action meets
or exceeds any of the thresholds in section 617.4 of this Part; adoption of regulations, policies,
procedures and local legislative decisions in connection with any action on this list and the
Legislature has no further responsibilities under SEQRA; and be it further

2nd
RESOLVED, that it is hereby determined that this project, with a priority ranking
of thirty-eight (38), 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 $750,000 in Suffolk County Serial Bonds be
and are hereby appropriated as follows:
Project No. 525-CAP-7109.318  (Fund 001-Debt Service)

J.C.  26  Project Title  Improvements to County Marinas

Amount  $750,000

DATED:

APPROVED BY:

County Executive of Suffolk County

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

1. Type of Legislation

| Resolution **X** | Local Law | Charter Law |

2. Title of Proposed Legislation

RESOLUTION NO. - 2019, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO COUNTY MARINAS (CP 7109)

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 2019 AND DEBT SERVICE WILL COMMENCE SPRING 2020. THERE IS NO FISCAL IMPACT IN 2019. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2020 OPERATING BUDGET. ATTACHED 2020 CAT BASED ON 2018 DATA.

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

11. Signature of Preparer

12. Date
February 14, 2019

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

<table>
<thead>
<tr>
<th></th>
<th>2020 Property Tax Levy</th>
<th>2020 Cost to Avg Taxpayer</th>
<th>2020 FEV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$57,120</td>
<td>$0.10</td>
<td>$0.00</td>
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</tbody>
</table>

### Police District and District Court

<table>
<thead>
<tr>
<th></th>
<th>2020 Property Tax Levy</th>
<th>2020 Cost to Avg Taxpayer</th>
<th>2020 FEV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
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### Combined

<table>
<thead>
<tr>
<th></th>
<th>2020 Property Tax Levy</th>
<th>2020 Cost to Avg Taxpayer</th>
<th>2020 FEV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$57,120</td>
<td>$0.10</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Notes:**

1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2017.


3) Source for equalization rates: 2018 County Equalization Rates established by the New York State Board of Equalization and Assessments.

Page 2 of 2

To be completed by the Executive Budget Office
### Suffolk County
General Obligation Serial Bonds
Level Debt Service

<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>6/1/2020</td>
<td>5.000%</td>
<td>$24,177.98</td>
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<td>$57,120.40</td>
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<tr>
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<td>$57,120.40</td>
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<td>6/1/2022</td>
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<td>4.000%</td>
<td>$34,101.11</td>
<td>$46,610.75</td>
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<tr>
<td>6/1/2029</td>
<td>4.000%</td>
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<tr>
<td>6/1/2030</td>
<td>4.000%</td>
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<td>$57,120.40</td>
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<td>$57,120.40</td>
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<td>$57,120.40</td>
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<td>$71,201.67</td>
<td>$57,120.40</td>
<td>$57,120.40</td>
</tr>
</tbody>
</table>

**Total**

$750,000.00          $392,407.91    $1,142,407.91    $1,142,407.91

**NOTE:** Table calculates interest expense based upon average interest rate over the life of the bonds. Therefore, interest in the early years will be overstated while interest in the later years will be understated. The table needs to utilize average interest rate in order to calculate the annual level debt payment.

*According to the County’s financial advisors, we see higher coupons with premiums to "buy down" the net interest cost to the issuer. This has to do with the fact that interest rates have been low for so long and now we are in a rising interest rate environment.*
## General Fund

<table>
<thead>
<tr>
<th></th>
<th>2019 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
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the Ce Reso Review Filing Date associated with the date you would like the legislation LOT, you must contact Intergovernmental Relations.

Unless otherwise specifically requested, legislation received after the Ce Reso Review Filing Date will be LOT at the next General Meeting.

<table>
<thead>
<tr>
<th>CE Reso Review Filing Deadline Wednesday at 5pm UNLESS OTHERWISE NOTED</th>
<th>Laid on the Table</th>
<th>Earliest Possible Vote</th>
<th>Cycle for which attached legislation is submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/30/19</td>
<td>WED 2/13/19</td>
<td>3/5/19</td>
<td>X</td>
</tr>
<tr>
<td>2/20/19</td>
<td>3/5/19 Riverhead GM + Committees</td>
<td>3/26/19</td>
<td></td>
</tr>
<tr>
<td>3/13/19</td>
<td>3/26/19</td>
<td>4/9/19</td>
<td></td>
</tr>
<tr>
<td>3/27/19</td>
<td>4/9/19 Riverhead GM</td>
<td>5/14/19</td>
<td></td>
</tr>
<tr>
<td>5/1/19</td>
<td>5/14/19 4pm start</td>
<td>6/4/19</td>
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</tr>
<tr>
<td>5/22/19</td>
<td>6/4/19</td>
<td>6/18/19</td>
<td></td>
</tr>
<tr>
<td>6/5/19</td>
<td>6/18/19 4pm start Riverhead GM + Committees</td>
<td>7/16/19</td>
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<tr>
<td>CE Reso Review Filing Deadline</td>
<td>Laid on the Table</td>
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<td>Cycle for which attached legislation is submitted</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-------------------</td>
<td>------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Wednesday at 5pm UNLESS OTHERWISE NOTED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7/3/19</td>
<td>7/16/19</td>
<td>WED 9/4/19</td>
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<tr>
<td>8/16/19 FRIDAY</td>
<td>WED 9/4/19</td>
<td>WED 10/2/19</td>
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<tr>
<td>9/18/19</td>
<td>WED 10/2/19 4pm start</td>
<td>11/26/19</td>
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<tr>
<td>11/13/19</td>
<td>11/26/19</td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td>11/21/19 NO LATE STARTERS</td>
<td>12/3/19 WANTS ONLY</td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td>Election Year – All bills die at end of calendar year</td>
<td>12/17/19</td>
<td>12/17/19</td>
<td></td>
</tr>
</tbody>
</table>

**Date:**

**Department/Agency:**

**Legislation type (check all that apply)**
- [ ] Resolution (other than capital appropriations/appointments/re-appointments)
- [ ] Local Law
- [ ] Charter Law
- [X] Capital Appropriation with Bond
- [ ] Capital Appropriation without Bond
- [ ] Capital Budget Amendment
- [ ] Operating Budget Amendment
- [ ] New Appointment
- [ ] Re-appointment
- [ ] Consent Calendar {ex. Technical Correction, 100% grant, LL-16}

**Title of legislation:**

Appropriating Funds for Improvements to County Marinas (CP 7109)
Layman's summary:

Funding is required for maintenance and repairs at County marinas, including specific repairs at Shinnecock Marina adjacent to the canal in Hampton Bays, which requires the replacement of the bulkhead, as well as other repairs and safety measures.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

New.

Other department(s) impacted, explanation of impact:

DPW Bridges & Structures acts as the "General Contractor" for major Parks Department projects and will oversee the installation of new bulkheads, as well as the general repairs at Shinnecock Marina, and other locations that may be needed.

Are impacted department(s) aware of legislation?

Yes.

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate): None.
RESOLUTION NO. - 2019, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE SEWER SYSTEM PLANNING IMPROVEMENTS FOR SUFFOLK COUNTY SEWER DISTRICT NO. 1 – PORT JEFFERSON (CP 8122)

WHEREAS, the Sewer District No. 1 – Port Jefferson sewer system requires improvements; and

WHEREAS, there are sufficient funds identified in the 2019 Capital Budget and Program for the planning of improvement of Suffolk County Sewer District 1 – Port Jefferson; and

WHEREAS, the Administrative Head of Sewer District No. 1 – Port Jefferson has requested that funds be appropriated to cover planning costs associated with the sewer system improvement 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 2019 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 $500,000 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-two (62), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

2nd RESOLVED, that the proceeds of $500,000 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-8122.112 (Fund 201-Debt Service)</td>
<td>Improvements to Sewer District 1 – Port Jefferson, Planning, Design and Supervision</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

; and be it further

3rd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8 hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) (24) (27) and (33) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action; conducting concurrent environmental, engineering, economic, feasibility and other studies and preliminary planning and budgetary processes necessary to the formulation of a proposal for action, provided those activities do not commit the agency to commence, engage in or approve such action; adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list;
since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; 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 sewer system planning improvements to SD 1 – Port Jefferson.

DATED:

APPROVED BY:

________________________________________

County Executive of Suffolk County

Date:
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 Sewer System Planning Improvements for Suffolk County Sewer District No. 1 – Port Jefferson (CP 8122).

3. Purpose of Proposed Legislation
   See No. 2 above

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

5. If the answer to Item 4 is "yes," on what will it impact? (circle appropriate category)
   - County
   - Town
   - 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 Sewer District Serial Bonds which will be paid by the sewer district however the use of ASRF will support the project and limit rate increases to 3% which would occur even if no project was implemented.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
   $500,000

8. Proposed Source of Funding
   Sewer District Serial Bonds, supported by ASRF

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
    2-8-19
<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>
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<td>6/1/2020</td>
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<td>$500,000.00</td>
<td>$77,437.00</td>
<td>$577,437.00</td>
<td>$577,437.00</td>
</tr>
</tbody>
</table>

NOTE: Table calculates interest expense based upon average interest rate over the life of the bonds. Therefore, interest in the early years will be overstated while interest in the later years will be understated. The table needs to utilize average interest rate in order to calculate the annual level debt payment.

*According to the County's financial advisors, we see higher coupons with premiums to "buy down" the net interest cost to the issuer. This has to do with the fact that interest rates have been low for so long and now we are in a rising interest rate environment.
## FINANCIAL IMPACT
### 2019 PROPERTY TAX LEVY
#### COST TO THE AVERAGE TAXPAYER

<table>
<thead>
<tr>
<th></th>
<th>GENERAL FUND</th>
<th>POLICE DISTRICT AND DISTRICT COURT</th>
<th>COMBINED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2019</td>
<td>2019</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td>PROPERTY TAX LEVY</td>
<td>COST TO AVG TAXPAYER</td>
<td>FEV TAX</td>
</tr>
<tr>
<td></td>
<td>2019</td>
<td></td>
<td>RATE PER $1000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

#### Notes:
3) SOURCE FOR EQUALIZATION RATES: 2018 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
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the Ce Reso Review Filing Date associated with the date you would like the legislation LOT, you **must** contact Intergovernmental Relations.

Unless otherwise specifically requested, legislation received after the Ce Reso Review Filing Date will be LOT at the next General Meeting.

<table>
<thead>
<tr>
<th>CE Reso Review Filing Deadline Wednesday at 5pm UNLESS OTHERWISE NOTED</th>
<th>Laid on the Table</th>
<th>Earliest Possible Vote</th>
<th>Cycle for which attached legislation is submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/30/19</td>
<td>WED 2/13/19</td>
<td>3/5/19</td>
<td></td>
</tr>
<tr>
<td>2/20/19</td>
<td>3/5/19 Riverhead GM + Committees</td>
<td>3/26/19</td>
<td>3/5/19</td>
</tr>
<tr>
<td>3/13/19</td>
<td>3/26/19</td>
<td>4/9/19</td>
<td></td>
</tr>
<tr>
<td>3/27/19</td>
<td>4/9/19 Riverhead GM</td>
<td>5/14/19</td>
<td></td>
</tr>
<tr>
<td>5/1/19</td>
<td>5/14/19 4pm start</td>
<td>6/4/19</td>
<td></td>
</tr>
<tr>
<td>5/22/19</td>
<td>6/4/19</td>
<td>6/18/19</td>
<td></td>
</tr>
<tr>
<td>6/5/19</td>
<td>6/18/19 4pm start Riverhead GM + Committees</td>
<td>7/16/19</td>
<td></td>
</tr>
<tr>
<td>CE Reso Review Filing Deadline Wednesday at 5pm UNLESS OTHERWISE NOTED</td>
<td>Laid on the Table</td>
<td>Earliest Possible Vote</td>
<td>Cycle for which attached legislation is submitted</td>
</tr>
<tr>
<td>---</td>
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<td>---</td>
<td>---</td>
</tr>
<tr>
<td>7/3/19</td>
<td>7/16/19</td>
<td>WED 9/4/19</td>
<td></td>
</tr>
<tr>
<td>8/16/19 FRIDAY</td>
<td>WED 9/4/19</td>
<td>WED 10/2/19</td>
<td></td>
</tr>
<tr>
<td>9/18/19</td>
<td>WED 10/2/19 4pm start</td>
<td>11/26/19</td>
<td></td>
</tr>
<tr>
<td>11/13/19</td>
<td>11/26/19</td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td>11/21/19 NO LATE STARTERS</td>
<td>12/3/19 WARRANTS ONLY</td>
<td>12/17/19</td>
<td></td>
</tr>
</tbody>
</table>

**Date:** February 8, 2019

**Department/Agency:** DPW/Darnell Tyson, P.E., Acting Commissioner

**Legislation type (check all that apply):**

- Resolution (other than capital appropriations/appointments/re-appointments)
- Local Law
- Charter Law
- Capital Appropriation with Bond
- Capital Appropriation without Bond
- Capital Budget Amendment
- Operating Budget Amendment
- New Appointment
- Re-appointment
- Consent Calendar (ex. Technical Correction, 100% grant, LL-16)
Title of legislation:

Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Sewer System Planning Improvements for Suffolk County Sewer District No. 1 – Port Jefferson (CP 8122)

Layman’s summary:

The project will provide the planning funds needed to reach the construction phase. The SD 1 pump station will have improvements planned/designed while a new force main will be designed to connect the pump station to an existing force main. Various permit and regulatory steps will require substantial engineering assistance.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

New planning funds.

Other department(s) impacted, explanation of impact:

NA

Are impacted department(s) aware of legislation?

NA

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

SCIN Form 175b
Resolution Submittal Sheet
RESOLUTION SUBMITTAL SHEET

Capital Project  8122
Operating Fund
Other

Legislative Districts  5
Federal Aid %  0
State Aid %  0

Give a complete description of why we are asking for reso; if aided, state status of aid

Appropriating Funds through the Issuance of Sewer District Serial Bonds for the Sewer System Planning Improvements to the Suffolk County Sewer District No. 1 – Port Jefferson (CP 8122)

Previous resolution (list previous reso for the same work)

<table>
<thead>
<tr>
<th>Resolution Number</th>
<th>Purpose</th>
<th>Amount</th>
</tr>
</thead>
</table>

Amounts being requested

| Planning | $500,000 |
| Site | 0 |
| Construction | 0 |
| Land | 0 |
| F&E | 0 |

Current Funding

| Planning | 0 |
| Site | 0 |
| Construction | $2,000,000 |
| Land | 0 |
| F&E | 0 |

Project Status

| Est. planning completion | 12/2019 |
| Est. construction start | 06/2020 |
| Est. construction completion | 12/2021 |

| Design consultant | TBD |
| Contractor | TBD |

State required offsets, their Legislative Districts, and a detailed explanation of why we do not need the funds; state if we believe the legislator from the offset district will have a major issue

Offset

Leg. District

Comments

K:\SANITATION\resolutions\2019 Resolutions\bw2-8-19 Backup DPW sd1 Port Jefferson Sewer System Planning Improvements (serial bonds) CP 8122 Submittal Sheet.doc
RESOLUTION NO. - 2018, ACCEPTING AND APPROPRIATING STATE GRANT FUNDING IN THE AMOUNT OF $25,000 FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR AN INVESTIGATIVE EQUIPMENT PURCHASE PROGRAM WITH 100% SUPPORT

WHEREAS, the New York State Division of Criminal Justice Services has awarded $25,000 to the Suffolk County Police Department to purchase investigative equipment to enhance crime investigations and deter crime; and

WHEREAS, this equipment will benefit the citizens in the Suffolk County Police District; and

WHEREAS, the operational period of the project is from October 10, 2018 through September 30, 2019; and

WHEREAS, said grant funds totaling $25,000 have not been included in the 2019 Suffolk County Operating Budget; now, therefore, be it

1st RESOLVED, that the County Comptroller be and hereby is authorized to accept and appropriate said grant funds totaling $25,000 as follows:

Investigative Equipment Program 2019 - $25,000

REVENUES:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>POL</td>
<td>3263</td>
<td>3381</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

ORGANIZATIONS:

Police Department (POL)
Investigative Equipment Program 2019
003-POL-3263 - $25,000

2000 EQUIPMENT: $25,000

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>POL</td>
<td>DEG</td>
<td>3263</td>
<td>2500</td>
<td>0000</td>
<td>Other Equipment Not Otherwise</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

and be it further

2nd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA), N.Y. Environmental Conservation Law Article 8 and Chapter 450 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS ("NYCRR") in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notice of
determination of non-applicability or non-significance in accordance with this resolution; and be it further

3rd RESOLVED, that the County Executive be and hereby is authorized to execute related agreements between Suffolk County and the New York State Division of Criminal Justice Services.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

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

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING STATE GRANT FUNDING IN THE AMOUNT OF $25,000 FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR AN INVESTIGATIVE EQUIPMENT PURCHASE PROGRAM WITH 100% SUPPORT

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

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

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

The resolution provides funding to purchase investigative equipment.

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, 2018 and September 30, 2019.

8. Proposed Source of Funding

100% of the funding will be provided by the grant program.

9. Timing of Impact

February 11, 2019

10. Typed Name & Title of Preparer
Miroslava Kroupa Gonzalez,
Grants Technician

11. Signature of Preparer

12. Date
2/11/19

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

P.S.
2/22/19
### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2019 Property Tax Levy</th>
<th>2019 Cost to Avg Taxpayer</th>
<th>2019 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>
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</table>

### COMBINED

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

**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2018 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office
Grant Award Notice

<table>
<thead>
<tr>
<th>Grantee/Contractor:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suffolk County</td>
<td><strong>11/1/2018</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Name:</th>
<th>Award Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Purchase</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Application Return Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Susan Krause</td>
<td><strong>Within 30 days of receipt of this award notice</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Email:</th>
<th>Contract #:</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:susan.krause@suffolkcountyny.gov">susan.krause@suffolkcountyny.gov</a></td>
<td>T103607</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>GMS Project ID #:</th>
<th>DCJS #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>LG18-1591-D00</td>
<td>LG18103607</td>
</tr>
</tbody>
</table>

**additional information:**
Funds to be used for the purchase of cover surveillance equipment.

**Contract Questions**
Nicholas Koster  
Program Representative  
NYS Division of Criminal Justice Services  
Office of Program Development and Funding  
(518) 457-0002 or nicholas.koster@dcjs.ny.gov

Congratulations on your award. DCJS looks forward to working with you on this important project.
| **STATE AGENCY** | **NYS COMPTROLLER'S NUMBER:** T103607  
Division of Criminal Justice Services  
80 South Swan Street  
Albany, NY 12210 | **TYPE OF PROGRAMS:** Legislative Initiatives  
DCJS NUMBERS: LG18103907  
CEDA NUMBERS: |
|---|---|---|
| **GRANTEE/CONTRACTOR:** (Name & Address)  
Suffolk County  
H Lee Dennison Building  
400 Caretton Ave  
Central Islip, NY 11722 | **ORIGINATING AGENCY CODE:** 01490 - Division of Criminal Justice Services | **INITIAL CONTRACT PERIOD:** FROM 10/01/2018 TO 09/30/2019  
FUNDING AMOUNT FROM INITIAL PERIOD: $25,000.00|
| **FEDERAL TAX IDENTIFICATION NO:** 1160000464  
**MUNICIPALITY NO:** (if applicable) 470100000000 | **MULTI-YEAR TERM:** (if applicable): 0 1-year renewal options. | **APPENDIX ATTACHED AND PART OF THIS AGREEMENT**  
- X APPENDIX A Standard Clauses required by the Attorney General for all State contracts  
- X APPENDIX A1 Agency-specific Clauses  
- X APPENDIX B Budget  
- X APPENDIX C Payment and Reporting Schedule  
- X APPENDIX D Program Workplan  
- APPENDIX F Guidelines for the Control and Use of Confidential Funds  
- APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment  
- APPENDIX M  
- Other (identify) |
| **STATUS:**  
Contractor is not a sectarian entry.  
Contractor is not a not-for-profit organization. | **IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.** | **NYS Division of Criminal Justice Services**  
**BY:** , Date:  
Office of Program Development and Funding  
State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."  
**GRANTEE:**  
**BY:** Mr. Dennis M. Cohan , Chief Deputy County Executive  
**Data:** |
| **ATTORNEY GENERAL'S SIGNATURE**  
Title:  
Date: | **APPROVED,**  
Thomas P. DiNapoli, State Comptroller  
**Title:**  
**Date:** |
STATE OF NEW YORK
AGREEMENT
This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.
WITNESSETH:
WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and
WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;
NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:
I. Conditions of Agreement
A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.
C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.
D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.
To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.
E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.
II. Payment and Reporting
A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
III. Terminations
A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the
CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

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

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

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

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

V. Property

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

VI Safeguards for Services and Confidentiality

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

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

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

Certified by on
STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rates and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

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

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

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

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

Contractor will include the provisions of ‘a’, ‘b’, and ‘c’ above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the ‘Work’) except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting

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agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development’s Division of Minority and Women’s Business Development pertaining hereto.

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

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 584 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 16, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

January, 2014

Certified by - on

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APPENDIX A1
AGENCY-SPECIFIC CLAUSES

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

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

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

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

5. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures. The Grantee agrees to properly account for and will submit for payment according to the agreed titles and budget amounts unless otherwise approved by DCJS.

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

   a. For State funded grants:

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

   b. For Federally funded grants:

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

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

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

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

      The most current version of these Federal OMB Circulars may be viewed on-line at: https://www.whitehouse.gov/omb/circulars/
7. Budget amendments are governed as follows:

a. Requests for modifications must be made in writing by an authorized representative of the Grantee. Any proposed modification to the contract must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller (OSC) when:

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

ii. The amount of the modification is, as a portion of the total value of the contract, equal to or greater than five percent for contracts in excess of five million dollars.

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

b. For proposed modifications to the contract less than the DCJS/OSC approval thresholds as set forth in 7 a, the following shall apply:

i. For contracts equal to $100,000 or less, no formal budget reallocation is required for a budget reallocation that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

ii. For contracts over $100,000, no formal budget reallocation is required for a budget reallocation that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

For budget reallocations involving amounts above the thresholds established in paragraph b (above), a grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next payment will be approved.

c. Any other budget changes not covered in paragraphs a or b (above), such as reallocations within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff, must be requested and approved via email by a DCJS Criminal Justice Program Representative. Such approval shall be retained by the Grantee.

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

9. Grant-supported travel is governed as follows:

a. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller (OSC). Travel shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Grantee or the OSC travel guidelines.

b. Prior approval and written authorization from DCJS is required for out-of-state travel. Such approval shall be retained by the Grantee and submitted upon request.

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

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

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

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

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

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

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

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

d. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS’ prior written approval
is not required for the employment of a consultant when such employment is secured in relationship to a
criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment
shall be supported by a written agreement and that all supporting documentation identifying the criminal
matter involved, services provided, time commitment, and schedule shall be retained by the Grantee and
submitted upon request.

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

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

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

c. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:
i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Grantee 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 Grantee 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 between $5,000 and $9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

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

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

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

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

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee’s accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements: maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.
14. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

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

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

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

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

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

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

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

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

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

Calendar Quarter Report Due January 1 - March 31 April 30 April 1 - June 30 July 31 July 1 - September 30 October 31 October 1 - December 31 January 31

b. The final progress report will summarize the project's achievements as well as describe activities for that quarter.

c. Grantees must be current on all program progress reports. Failure to submit program progress reports may result in placement of a stop payment and withholding of funds.
21. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

22. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges by the last day of the month following the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee’s annual personnel cost (salary plus fringe benefits) during the term of this Agreement. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS’ approval shall be retained by the Grantee and submitted upon request.

23. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS’ approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Appendix M, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

24. Federal Funds

a. In accordance with Federal requirements, a Grantee which receives during its fiscal year $500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee’s fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

b. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the
convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements with State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee; additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: https://www.whitehouse.gov/omb/circulars/.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

25. No materials, items or publications resulting from award activities may use the DCJS logo or provide any attribution to DCJS in any form, without prior approval from the Executive Deputy Commissioner of DCJS or his designee. Requests for such approval must be submitted in writing to DCJS’s Agency Counsel at least 30 days before requested use. Determinations of such requests will be made by the DCJS Executive Deputy Commissioner on a case-by-case basis.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

   a. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

   b. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

   c. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

      This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms
provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

29. General Responsibility Language The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

30. Suspension of Work (for Non-Responsibility) The Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

31. Termination (for Non-Responsibility) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Contract may be terminated by the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Executive Deputy Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

VER 04/16/2018
Certified by - on

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp

2/6/2019
### APPENDIX B - Budget Summary by Participant

**Suffolk County - Version 1**

<table>
<thead>
<tr>
<th>#</th>
<th>Equipment</th>
<th>Number</th>
<th>Unit Cost</th>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Surveillance Equipment</td>
<td>1</td>
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<td>$25,000.00</td>
<td>$25,000.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Justification: Funds to be used for the purchase of covert surveillance equipment.

<table>
<thead>
<tr>
<th></th>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Project Costs</td>
<td>$25,000.00</td>
<td>$25,000.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Suffolk County Police Department

<table>
<thead>
<tr>
<th>Total Contract Costs</th>
<th>Total Cost</th>
<th>Grant Funds</th>
<th>Matching Funds</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$25,000.00</td>
<td>$25,000.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Financial Services with its final fiscal cost report by the last day of the month following termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see http://www.criminaljustice.ny.gov/офpa/forms.htm). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment.

6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services  
Office of Financial Services  
80 S. Swan St.  
Albany, NY 12210

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp
7. Payment Schedule

PAYMENT PAYMENT DUE DATE

1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later.

2-4 Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year’s appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee’s actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports showing grant expenditures and/or obligations for each quarter of the grant must be submitted by the last day of the month after the last day of the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed

Written documentation of all required DCJS prior approvals as follows:
- DCJS approval of non-competitive consultant.
- DCJS approval of non-competitive vendor for services.
- DCJS approval of consultant services reimbursement greater than $850 per eight hour day.
- DCJS approval of change to Personal Services by more than 10 percent.
- DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
- DCJS approval to subaward to another organization.
- DCJS approval for overtime payments exceeding 25 percent of an employee’s annual personnel cost.
- DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 10 percent of the total value of the contract if the contract is less than five million.
- DCJS and NYS Office of the State Comptroller approval to modify the budget by more than 5 percent of the total value of the contract if the contract is five million or more.
- DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner’s sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller’s procedures to authorize electronic payments. Authorization forms are available at the State Comptroller’s website at www.osc.state.ny.us/epay/index.htm, or by email at epayments@osc.state.ny.us. Contractor acknowledges that if it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller’s electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp

2/6/2019
APPENDIX D - Work Plan

Goal
To enhance the Suffolk County Police Department's response to the needs of the community through the acquisition of covert surveillance equipment.

Objective #1
Reflective of the legislative award purpose, the Suffolk County Police Department will identify the equipment to be acquired and research costs associated with acquisition of the equipment.

Task #1 for Objective #1
Within the first three (3) months of the grant contract, the grantee will research the equipment to be acquired and identify a vendor based upon appropriate procurement policies and procedures.

# Performance Measure
1 Provide a description(s) of the approved equipment ordered.

Task #2 for Objective #1
By the end of the second quarter, the grantee will work with the appropriate vendor(s) to order the equipment.

# Performance Measure
1 Provide the date(s) the approved equipment was ordered.

Objective #2
By the end of the grant contract all funded equipment will be acquired, installed, and in use.

Task #1 for Objective #2
The grantee will work with the appropriate vendor(s) to ensure the receipt and installation of all approved equipment is completed by the contract end date.

# Performance Measure
1 Provide the date(s) of equipment installation.
2 Provide the location(s) of installed equipment.
3 Submit a completed DCJS Equipment Inventory Report (EIR) form to DCJS or indicate the date the EIR was submitted to DCJS.

Task #2 for Objective #2
The grantee will provide a brief narrative describing the usage and maintenance of equipment acquired through the grant.

# Performance Measure
During each quarter the funded equipment was operational, provide a brief narrative describing the usage and maintenance of equipment acquired through the grant, detailing how the acquisition of the funded equipment has enhanced the (county, town, village or city) Police Department or XXXXX Sheriff's Office and the needs of the community.

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp
Objective #3

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 Minority and Women-Owned Business Enterprises Regulations (MWBE) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers. These requirements include equal employment opportunities for minority group members and women.

Task #1 for Objective #3

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

# Performance Measure

1. What percent of your established Minority and Women Business Enterprise goal have you met to date?
Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed $0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement of OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

The State will not be liable for payments pursuant to any contract, grant or agreement made pursuant to an appropriation in any account of this fund if insufficient monies are available for transfer to such account of this fund after required transfers pursuant to section 99-d(3) of the State Finance Law.

Grantee will provide written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

Although paragraph 21 of Appendix A1 requires four (4) quarterly progress reports, for purposes of this grant award, grantees should submit progress reports as follows: Four (4) progress reports for contracts of $100,000 or more Two (2) progress reports for contracts between $1 and $99,999. Notwithstanding paragraph 21 of Appendix A1 of this Agreement, the Grantee is only required to submit one program progress report to DCJS/OPDF under the Agreement when the Grantee is a municipality and the purchase of equipment is the only task. The progress report, which will be considered a final, must describe the purchase process, delivery, installation and use of the equipment for which funding is provided pursuant to this grant award Agreement. The Report must be accompanied by a signed certification from the head of the Grantee Agency that the future use of the equipment will be consistent with the intended purpose of the State grant award. The Final (Equipment Only) Report should also be accompanied by a DCJS Equipment Inventory Report, a State Aid Voucher for the balance of grant funding due for the purchase of the equipment, and a final Fiscal Cost Report (FCR) with supporting documentation reporting total related expenditures of the grant funded project, according to terms of this Agreement.

Notwithstanding paragraph 20 of Appendix A1, appropriations in the Community Projects Fund lapse on September 15 following the end of the fiscal year, and are available for the payment of liabilities incurred until that date. To insure payment, vouchers must be received by DCJS/OPDF by August 15th of the year following the fiscal year in which funds were appropriated.

This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

Strategy Special Conditions:

Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation GIVE; Youth Violence Reduction; DNA Evidence Collection; Road to

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Recovery or Re-Entry, that the implementing agency will develop a formal interactive relationship with those
other strategy initiatives in the county.

Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or
vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates
the registered agency to submit information regarding persons or addresses under active investigation in
accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the
Upstate New York Regional Intelligence Center (UNYRIC) or the New York/New Jersey High Intensity Drug
Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

Participating grantees agree to submit information through NYSPIN on guns seized, recovered, or found.
‘GGUN’ submissions for crime guns will be automatically forwarded to the NYSP Crime Gun Clearinghouse and
ATF.

All criminal justice information management software which grantee may purchase or develop with funds
provided under the terms of this agreement must conform to established New York State Criminal Justice Data
Standards as documented in the most current version of the New York Statewide Criminal Justice Data
Dictionary. In addition, all such information management software purchased or developed with funds provided
under the terms of this agreement must conform to statewide standards for the collection, processing and
reporting of criminal justice information as documented in the New York State Standard Practices Manual for
the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can
be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at 800-262-3257.

Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable.

Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports,
to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the
Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Quick Reports
will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in
accordance with the new domestic violence reporting requirements. These requirements can be found on-line at
http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-
08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through
IBR do not submit a supplemental report for domestic violence. The required data is automatically collected
through the monthly submission of an IBR file.

Participating police departments receiving GIVE funds will submit monthly progress reports within 30 days
following the end of each month. Said monthly reports will include the number of shooting incidents involving
injury, the number of shooting victims, the number of individuals killed by gun violence, the number of firearms
recovered, and the number of firearms submitted to the lab for entry into NIBIN.

No materials, items or publications resulting from award activities may use the DCJS logo or provide any
attribution to DCJS in any form, without the prior approval from the Commissioner of DCJS or his designee.
Requests for such approval must be submitted in writing to DCJS’s Agency Counsel at least 30 days before
requested use. Determinations of such requests will be made by the DCJS Commissioner on a case-by-case
basis.
APPENDIX G
PROCEDURAL GUIDELINES FOR THE CONTROL OF SURVEILLANCE EQUIPMENT

1. PURPOSE
The purpose of these guidelines is to set forth the minimum requirements for ensuring the security and control of surveillance equipment purchased or leased under the project.

2. SURVEILLANCE EQUIPMENT DEFINED
As used in these guidelines, a surveillance equipment means, but is not limited to, any instrument or device used or primarily intended for use in:
a) the surreptitious interception of aural communications; or
b) the recording or re-recording of aural communications; or
c) the surreptitious interception of direct frequency indicators.
Such equipment includes, but is not limited to, the following: tape recorders, including miniaturized tape recorders; microphones; induction coils; transmitters; video equipment; receivers; amplifiers; dial recorders; auto-sequencer decoders; and vehicle tracking systems.

3. FACILITY FOR STORAGE, ISSUANCE, AND RETURN
The Grantee shall store surveillance equipment in as few facilities or locations as possible in order to centralize storage, issuance, and return of such equipment. Each facility or location must be a secure one.

4. INVENTORY CONTROL
The Grantee shall maintain a system of inventory control for all surveillance equipment by providing for identification of each item of equipment and maintaining a record of custody and location of each item at all times.

5. STORAGE OF EQUIPMENT
The grantee shall adopt procedures to assure that surveillance equipment which is not currently being used for official purposes is stored only at an authorized facility.

6. INSPECTION BY THE DIVISION OF CRIMINAL JUSTICE SERVICES
Authorized representatives of the Division of Criminal Justice Services may, at all reasonable times, inspect grant surveillance equipment, the facilities in which they are stored, and the records relating to inventory control. Nothing contained herein shall authorize the inspection of records relating to surveillance equipment which identify the particular investigation in which such equipment has been or is being used.

Certified by ___________________________ on ___________________________.

https://grants.criminaljustice.ny.gov/Project/ReportContractAward.jsp
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the CE Reso Review Filing Date associated with the date you would like the legislation LOT, you **must** contact Intergovernmental Relations.

**Unless otherwise specifically requested, legislation received after the CE Reso Review Filing Date will be LOT at the next General Meeting.**

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<tr>
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<tbody>
<tr>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/30/19</td>
<td>WED 2/13/19</td>
<td>3/5/19</td>
<td></td>
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<td>3/26/19</td>
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<td>6/4/19</td>
<td></td>
</tr>
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</tr>
<tr>
<td>7/3/19</td>
<td>7/16/19</td>
<td>WED 9/4/19</td>
<td></td>
</tr>
<tr>
<td>8/16/19 FRIDAY</td>
<td>WED 9/4/19</td>
<td>WED 10/2/19</td>
<td></td>
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<tr>
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<td>12/17/19</td>
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<tr>
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<td></td>
</tr>
<tr>
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<td>12/17/19</td>
<td></td>
<td></td>
</tr>
</tbody>
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Date: 2/11/19

Department/Agency: Police Department

Legislation type (check all that apply)

- [X] Resolution (other than capital appropriations/appointments/re-appointments)
- [ ] Local Law
- [ ] Charter Law
- [ ] Capital Appropriation with Bond
- [ ] Capital Appropriation without Bond
- [ ] Capital Budget Amendment
- [ ] Operating Budget Amendment
- [ ] New Appointment
- [ ] Re-appointment
- [ ] Consent Calendar {ex. Technical Correction, 100% grant, LL-16}
Title of legislation:

ACCEPTING AND APPROPRIATING STATE GRANT FUNDING IN THE AMOUNT OF $25,000 FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR AN INVESTIGATIVE EQUIPMENT PURCHASE PROGRAM WITH 100% SUPPORT

Layman’s summary: This resolution will allow us to accept $25,000 in funding to purchase surveillance equipment that will enhance investigations.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

N/A - NEW

Other department(s) impacted, explanation of impact:

None

Are impacted department(s) aware of legislation?

NA

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):
Grant Award Letter
Grant Contract
RESOLUTION NO. - 2019, APPROPRIATING FUNDS FOR RENOVATIONS TO LONG ISLAND MARITIME MUSEUM (CP 7165)

WHEREAS, the Commissioner of Parks, Recreation and Conservation has requested funds for renovations to Long Island Maritime Museum; and

WHEREAS, the Long Island Maritime Museum is dedicated to the preservation of Long Island’s maritime history and heritage for educational purposes; and

WHEREAS, the Long Island Maritime Museum is located on property at Charles R. Dominy County Park in West Sayville; and

WHEREAS, the Long Island Maritime Museum consists of a main museum building, five large secondary buildings, several smaller ‘out-buildings’, and numerous static displays and boats, as well as a partially bulkhead boat basin with an adjacent deck; and

WHEREAS, the bulkhead protects not only the adjacent deck area, but also two significant historic structures, specifically the ‘Penny Boat Building’ and the ‘Oyster House’, as well as the newly constructed ‘Ockers Surface Water Transportation Center'; and

WHEREAS, the Suffolk County Department of Public Works Division of Bridges and Structures has completed the engineering designs for the repairs to the existing bulkhead and adjacent deck and is ready to bid the project for completion pending the appropriation of the required funding; and

WHEREAS, repair of the bulkhead and adjacent decking will not only safeguard County employees, museum staff & volunteers, and the many patrons who visit the site, but also protect the adjacent historic structures; and

WHEREAS, it is in the best interests of the County and the Long Island Maritime Museum to complete these and other required repairs before further deterioration occurs; and

WHEREAS, there are sufficient funds within the 2019 Capital Budget and Program to cover the cost of these and other necessary repairs for renovations to Long Island Maritime Museum under CP 7165; 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 2019 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 $1,300,000 in Suffolk County Serial Bonds; now, therefore be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), N.Y. Environmental Conservation Law Article 8, hereby finds and determines that this action constitutes a Type II action, pursuant to Section 617.5 (C) (1) (2) (8) (21) (25) and (33) of Title 6 of New York Code of Rules and Regulations
("NYCRR"), maintenance or repair involving no substantial changes in an existing structure or facility; replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy or fire codes, unless such action meets or exceeds any of the thresholds in section 617.4 of this Part; maintenance of existing landscaping or natural growth; minor temporary uses of land having negligible or no permanent impact on the environment; official acts of ministerial nature involving no exercise of discretion, including building permits and historic preservation permits where issuance is predicated solely on the applicant's compliance or noncompliance with the relevant local building or preservation code(s); adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list and the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of thirty-eight (38), 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 $1,300,000 in Suffolk County Serial Bonds be and 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-7165.314</td>
<td>60</td>
<td>Renovations to Long Island Maritime Museum</td>
<td>$1,300,000</td>
</tr>
</tbody>
</table>

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
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

RESOLUTION NO. - 2019, APPROPRIATING FUNDS FOR RENOVATIONS TO LONG ISLAND MARITIME MUSEUM (CP 7165)

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 2019 AND DEBT SERVICE WILL COMMENCE SPRING 2020. THERE IS NO FISCAL IMPACT IN 2019. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2020 OPERATING BUDGET. ATTACHED 2020 CAT BASED ON 2018 DATA.

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

11. Signature of Preparer

12. Date
February 19, 2019

SCIN FORM 175b (10/95)
# FINANCIAL IMPACT
## 2020 PROPERTY TAX LEVY
### COST TO THE AVERAGE TAXPAYER

<table>
<thead>
<tr>
<th></th>
<th>2020 PROPERTY TAX LEVY</th>
<th>2020 COST TO AVG TAXPAYER</th>
<th>2020 FEV TAX RATE PER $1000</th>
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<tr>
<td><strong>GENERAL FUND</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$99,009</td>
<td>$0.18</td>
<td>$0.000</td>
</tr>
<tr>
<td><strong>POLICE DISTRICT AND DISTRICT COURT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
</tr>
<tr>
<td><strong>COMBINED</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$99,009</td>
<td>$0.18</td>
<td>$0.000</td>
</tr>
</tbody>
</table>

**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2018 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.
### Suffolk County
#### General Obligation Serial Bonds
##### Level Debt Service

<table>
<thead>
<tr>
<th>Term of Bonds</th>
<th>Amount to Bond:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,380,000.00</td>
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</table>

<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>6/1/2020</td>
<td>5.000%</td>
<td>$41,908.51</td>
<td>$57,100.18</td>
<td>$99,008.69</td>
<td>$99,008.69</td>
</tr>
<tr>
<td>6/1/2021</td>
<td>5.000%</td>
<td>$43,749.26</td>
<td>$71,378.97</td>
<td>$125,128.23</td>
<td>$125,128.23</td>
</tr>
<tr>
<td>6/1/2022</td>
<td>5.000%</td>
<td>$45,670.87</td>
<td>$26,666.91</td>
<td>$73,337.78</td>
<td>$73,337.78</td>
</tr>
<tr>
<td>6/1/2023</td>
<td>5.000%</td>
<td>$47,603.90</td>
<td>$26,666.91</td>
<td>$74,260.81</td>
<td>$74,260.81</td>
</tr>
<tr>
<td>6/1/2024</td>
<td>5.000%</td>
<td>$49,277.30</td>
<td>$26,666.91</td>
<td>$76,544.21</td>
<td>$76,544.21</td>
</tr>
<tr>
<td>6/1/2025</td>
<td>5.000%</td>
<td>$51,957.11</td>
<td>$26,666.91</td>
<td>$78,624.02</td>
<td>$78,624.02</td>
</tr>
<tr>
<td>6/1/2026</td>
<td>5.000%</td>
<td>$54,339.23</td>
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<td>$80,998.14</td>
<td>$80,998.14</td>
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<tr>
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<td>$56,821.59</td>
<td>$26,666.91</td>
<td>$83,488.50</td>
<td>$83,488.50</td>
</tr>
<tr>
<td>6/1/2028</td>
<td>4.000%</td>
<td>$59,408.59</td>
<td>$26,666.91</td>
<td>$86,077.18</td>
<td>$86,077.18</td>
</tr>
<tr>
<td>6/1/2029</td>
<td>4.000%</td>
<td>$61,704.83</td>
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<td>$88,370.74</td>
<td>$88,370.74</td>
</tr>
<tr>
<td>6/1/2030</td>
<td>4.000%</td>
<td>$64,415.11</td>
<td>$26,666.91</td>
<td>$91,081.02</td>
<td>$91,081.02</td>
</tr>
<tr>
<td>6/1/2031</td>
<td>3.375%</td>
<td>$57,244.43</td>
<td>$26,666.91</td>
<td>$83,901.34</td>
<td>$83,901.34</td>
</tr>
<tr>
<td>6/1/2032</td>
<td>3.496%</td>
<td>$51,957.30</td>
<td>$26,666.91</td>
<td>$78,624.21</td>
<td>$78,624.21</td>
</tr>
<tr>
<td>6/1/2033</td>
<td>3.620%</td>
<td>$46,791.34</td>
<td>$26,666.91</td>
<td>$73,458.25</td>
<td>$73,458.25</td>
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<tr>
<td>6/1/2034</td>
<td>3.743%</td>
<td>$41,908.51</td>
<td>$26,666.91</td>
<td>$69,575.42</td>
<td>$69,575.42</td>
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<tr>
<td>6/1/2035</td>
<td>3.865%</td>
<td>$36,829.22</td>
<td>$26,666.91</td>
<td>$63,496.13</td>
<td>$63,496.13</td>
</tr>
<tr>
<td>6/1/2036</td>
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<td>$32,094.94</td>
<td>$26,666.91</td>
<td>$58,761.85</td>
<td>$58,761.85</td>
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<tr>
<td>6/1/2037</td>
<td>4.110%</td>
<td>$27,499.73</td>
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<td>$54,166.64</td>
<td>$54,166.64</td>
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<tr>
<td>6/1/2038</td>
<td>4.233%</td>
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<td>$50,657.43</td>
<td>$50,657.43</td>
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<tr>
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<td>$18,589.31</td>
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<td>$47,256.22</td>
<td>$47,256.22</td>
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</tbody>
</table>

|               | $1,300,000.00| $680,173.71| $1,980,173.71| $1,980,173.71 |

**NOTE:** Table calculates interest expense based upon average interest rate over the life of the bonds. Therefore, interest in the early years will be overstated while interest in the later years will be understated. The table needs to utilize average interest rate in order to calculate the annual level debt payment.

"According to the County’s financial advisors, we see higher coupons with premiums to "buy down" the net interest cost to the issuer. This has to do with the fact that interest rates have been low for so long and now we are in a rising interest rate environment."
## FINANCIAL IMPACT
### 2019 PROPERTY TAX LEVY
### COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

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<tr>
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### COMBINED

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3) SOURCE FOR EQUALIZATION RATES: 2018 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
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

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<td></td>
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<tr>
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<td>4/9/19 Riverhead GM</td>
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<td>5/14/19 4pm start</td>
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<td>6/4/19</td>
<td>6/18/19</td>
<td></td>
</tr>
<tr>
<td>6/5/19</td>
<td>6/18/19 4pm start Riverhead GM + Committees</td>
<td>7/16/19</td>
<td></td>
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<td>-------------------</td>
<td>-----------------------</td>
<td>--------------------------------------------------</td>
</tr>
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<td>7/16/19</td>
<td>WED 9/4/19</td>
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</tr>
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<td>7/3/19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8/16/19</td>
<td>WED 9/4/19</td>
<td>WED 10/2/19</td>
<td></td>
</tr>
<tr>
<td>FRIDAY</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>9/18/19</td>
<td>WED 10/2/19, 4pm start</td>
<td>11/26/19</td>
<td></td>
</tr>
<tr>
<td>11/13/19</td>
<td>11/26/19</td>
<td>12/17/19</td>
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</tr>
<tr>
<td>11/21/19</td>
<td>12/3/19 WARRANTS ONLY</td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td>NO LATE STARTERS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Election Year - All bills die at end of calendar year</td>
<td>12/17/19</td>
<td>12/17/19</td>
<td></td>
</tr>
</tbody>
</table>

**Date:** February 11, 2019

**Department/Agency:** Parks Department

**Legislation type (check all that apply)**

- [ ] Resolution (other than capital appropriations/appointments/re-appointments)
- [ ] Local Law
- [ ] Charter Law
- [x] Capital Appropriation with Bond
- [ ] Capital Appropriation without Bond
- [ ] Capital Budget Amendment
- [ ] Operating Budget Amendment
- [ ] New Appointment
- [ ] Re-appointment
- [ ] Consent Calendar {ex. Technical Correction, 100% grant, LL-16}

**Title of legislation:**

Appropriating Funds for Restoration to Long Island Maritime Museum (CP 7165)
Layman's summary:
The Long Island Maritime Museum's boat basin bulkhead and adjacent decking are in a serious condition of disrepair. A portion of the bulkhead along the marine railway channel has failed. DPW Bridges & Structures completed designs and is ready to issue the project for construction. These repairs will protect visitors, volunteers, and LIMM staff who patronize this park, as well as safeguard adjacent historic structures.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):
New

Other department(s) impacted, explanation of impact:
DPW Bridges & Structures: DPW acts as Parks' 'general contractor' on large construction projects. In this instance, Bridges & Structures will oversee repairs and installation of a section of the boat basin bulkhead and adjacent decking that has deteriorated to an unsafe condition.

Are impacted department(s) aware of legislation?
Yes. DPW is ready to issue the project bid as soon as funding is appropriated.

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate): N/A
RESOLUTION NO. -2019, ACCEPTING AND APPROPRIATING 100% GRANT FUNDS RECEIVED FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES TO THE SUFFOLK COUNTY DISTRICT ATTORNEY’S OFFICE, UNDER THE CRIMES AGAINST REVENUE PROGRAM (CARP)

WHEREAS, New York State Division of Criminal Justice has awarded grant funds to the Suffolk County District Attorney’s Office for the Crimes Against Revenue Program (CARP); and

WHEREAS, this grant provides funding for personnel, fringe benefits, and undercover expenses for the investigation and prosecution of individuals who violate the law by refusing to pay tax and other revenue related obligations associated with legal and illegal activities; and

WHEREAS, the goal of the program is to reclaim lost revenue and increase voluntary compliance with applicable laws; and

WHEREAS, the award period begins January 1, 2019 and runs through December 31, 2019, in which time the County will receive 100% grant funding in the amount of $1,605,500; and

WHEREAS, this program is a continuation and renewal of the 2018 CARP program; and

WHEREAS, said funds have not been included in the 2019 Requested Operating Budget; no additional positions will be created for this program; and $1,296,000 in personnel expenses, $239,050 in fringe benefits and $70,450 in undercover investigation expenses have been included in this grant award; now therefore, be it

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

**Crimes Against Revenue (CARP) - $1,605,500**

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>DIS</td>
<td>1137</td>
<td>3355</td>
<td>$1,605,500</td>
</tr>
</tbody>
</table>

**ORGANIZATIONS:**

Suffolk County District Attorney (DIS)
Crimes Against Revenue Program Grant (CARP)
003-DIS-1137 $1,605,500
1000-PERSONNEL SERVICES: $1,296,000

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>DIS</td>
<td>DEG</td>
<td>1137</td>
<td>1110</td>
<td>0000</td>
<td>Interim Salaries</td>
<td>$1,296,000</td>
</tr>
</tbody>
</table>

4000-CONTRACTUAL EXPENSES: $70,450

<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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<tr>
<td>003</td>
<td>DIS</td>
<td>DEG</td>
<td>1137</td>
<td>4770</td>
<td>0000</td>
<td>Special Services</td>
<td>$70,450</td>
</tr>
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</table>

8000-EMPLOYEE BENEFITS: $239,050

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>003</td>
<td>DIS</td>
<td>DEG</td>
<td>1137</td>
<td>8280</td>
<td>0000</td>
<td>Retirement</td>
<td>$68,593</td>
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<td>003</td>
<td>DIS</td>
<td>DEG</td>
<td>1137</td>
<td>8330</td>
<td>0000</td>
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<td>$51,569</td>
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<tr>
<td>039</td>
<td>EMP</td>
<td>ODE</td>
<td>9060</td>
<td>8360</td>
<td>0000</td>
<td>Major Medical Claims</td>
<td>$110,358</td>
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<tr>
<td>003</td>
<td>DIS</td>
<td>DEG</td>
<td>1137</td>
<td>8380</td>
<td>0000</td>
<td>Welfare Benefits Fund</td>
<td>$8,530</td>
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</table>

9000-INTERFUND TRANSFERS: $110,358

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>DIS</td>
<td>DEG</td>
<td>1137</td>
<td>9550</td>
<td>0000</td>
<td>Tr to Fd 039 Self Hlth Ins</td>
<td>$110,358</td>
</tr>
</tbody>
</table>

and be it further

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

REVENUES:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>039</td>
<td>IFT</td>
<td>E039</td>
<td>R003</td>
<td>$110,358</td>
</tr>
</tbody>
</table>

and be it further

3rd RESOLVED, that the County Executive be and hereby is authorized to execute the grant related agreement between Suffolk County and the New York State Division of Criminal Justice Services.

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

DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County

Date:
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

**ACCEPTING AND APPROPRIATING 100% GRANT FUNDS RECEIVED FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES TO THE SUFFOLK COUNTY DISTRICT ATTORNEY’S OFFICE, UNDER THE CRIMES AGAINST REVENUE PROGRAM (CARP)**

3. Purpose of Proposed Legislation

See 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>
</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

This resolution provides $1,605,500 for CARP.

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

This grant must be expended between January 1, 2019 and December 31, 2019.

8. Proposed Source of Funding

NYS

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer

Tricia Saunders  Principal Research Analyst

11. Signature of Preparer

[Signature]

12. Date

February 22, 2019

SCIN FORM 175b (10/95)
# FINANCIAL IMPACT
## 2019 PROPERTY TAX LEVY
### COST TO THE AVERAGE TAXPAYER

<table>
<thead>
<tr>
<th>Fund</th>
<th>2019 Property Tax Levy</th>
<th>2019 Cost to Avg Taxpayer</th>
<th>2019 FEV Tax Rate Per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Fund</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Police District and District Court</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Combined</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<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, 2017.
3. Source for equalization rates: 2018 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
1. Type of Legislation

| Resolution | Local Law | Charter Law |

2. Title of Proposed Legislation

Crimes Against Revenue Program

3. Purpose of Proposed Legislation

Accept funding from the New York State Division of Criminal Justice Services Bureau of Justice Assistance for the District Attorney's Crimes Against Revenue grant program

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

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

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

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

This program will provide revenue in the amount of $1,605,500 and reimburse for expenses relating to the grant.

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

The funding period for this program is January 1, 2019 through December 31, 2019.

8. Proposed Source of Funding

New York State Division of Criminal Justice Services

9. Timing of Impact

Immediate

10. Typed Name & Title of Preparer

  Kathleen Curtis  Grant Analyst

11. Signature of Preparer

  Kathleen Curtis

12. Date

  01-02-2019

SCIN FORM 175b (10/95)
Grant Award Notice

Grantee/Contractor: Suffolk County District Attorney

Program Name: Crimes Against Revenue Program (CARP)

District Attorney Name: Timothy Sini, District Attorney

Email: timothy.sini@suffolkcountyny.gov

SFS Vendor ID No.: 1000000809

Date: November 2, 2018

Award Amount: $1,605,500

Term Dates: January 1, 2019 to December 31, 2019

Project ID No.: CR18-1022-E00

Contract No.: C445141

Additional Information:

Your Program Representative will contact your office to assist in the development of the grant contract. Please see the CARP Contract Instruction Sheet for additional contract information and note that items are required within 30 days of receiving this letter.

The Crimes Against Revenue Program (CARP) is managed by the New York State Division of Criminal Justice Services (DCJS) in coordination with the Department of Taxation and Finance (DTF). The award amount listed above is contingent on the availability of grant funds. If you have any questions on this award, please contact the contract specialist listed below:

Jamie Spina
Criminal Justice Program Representative
NYS Division of Criminal Justice Services
Office of Program Development and Funding
(518) 457-5776 or jamie.spina@dcjs.ny.gov

Congratulations on your award. DCJS, in coordination with DTF, looks forward to working with you on this important project.
The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the Ce Reso Review Filing Date associated with the date you would like the legislation LOT, you must contact Intergovernmental Relations.

**Unless otherwise specifically requested, legislation received after the Ce Reso Review Filing Date will be LOT at the next General Meeting.**

<table>
<thead>
<tr>
<th>CE Reso Review Filing Deadline</th>
<th>Laid on the Table</th>
<th>Earliest Possible Vote</th>
<th>Cycle for which attached legislation is submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday at 5pm UNLESS OTHERWISE NOTED</td>
<td>WED 2/13/19</td>
<td>3/5/19</td>
<td></td>
</tr>
<tr>
<td>1/30/19</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2/20/19</td>
<td>3/5/19 Riverhead GM + Committees</td>
<td>3/26/19</td>
<td>X</td>
</tr>
<tr>
<td>3/13/19</td>
<td>3/26/19</td>
<td>4/9/19</td>
<td></td>
</tr>
<tr>
<td>3/27/19</td>
<td>4/9/19 Riverhead GM</td>
<td>5/14/19</td>
<td></td>
</tr>
<tr>
<td>5/1/19</td>
<td>5/14/19 4pm start</td>
<td>6/4/19</td>
<td></td>
</tr>
<tr>
<td>5/22/19</td>
<td>6/4/19</td>
<td>6/18/19</td>
<td></td>
</tr>
<tr>
<td>6/5/19</td>
<td>6/18/19 4pm start Riverhead GM + Committees</td>
<td>7/16/19</td>
<td></td>
</tr>
<tr>
<td>CE Reso Review Filing Deadline</td>
<td>Laid on the Table</td>
<td>Earliest Possible Vote</td>
<td>Cycle for which attached legislation is submitted</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-------------------</td>
<td>------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Wednesday at 5pm UNLESS OTHERWISE NOTED</td>
<td>7/16/19</td>
<td>WED 9/4/19</td>
<td></td>
</tr>
<tr>
<td>8/16/19 FRIDAY</td>
<td>WED 9/4/19</td>
<td>WED 10/2/19</td>
<td></td>
</tr>
<tr>
<td>9/18/19</td>
<td>WED 10/2/19 4pm start</td>
<td>11/26/19</td>
<td></td>
</tr>
<tr>
<td>11/13/19</td>
<td>11/26/19</td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td>11/21/19 NO LATE STARTERS</td>
<td>12/3/19 WARRANTS ONLY</td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td>Election Year - All bills die at end of calendar year</td>
<td>12/17/19</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date: February 20, 2019

**Department/Agency:** Suffolk County’s District Attorney’s Office

**Legislation type (check all that apply)**

- Resolution (other than capital appropriations/appointments/re-appointments)
- Local Law
- Charter Law
- Capital Appropriation with Bond
- Capital Appropriation without Bond
- Capital Budget Amendment
- Operating Budget Amendment
- New Appointment
- Re-appointment

- **X** Consent Calendar (ex. Technical Correction, 100% grant, LL-16)

**Title of legislation:**

ACCEPTING AND APPROPRIATING 100% GRANT FUNDS RECEIVED FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES TO THE
Layman's summary:

This resolution is needed to accept $1,605,500 from the New York State Division of Criminal Justice for personnel expenses, fringe benefits expenses and undercover expenses associated with the Crimes Against Revenue Program. The grant funding will, among other things, offset costs related to personnel and investigative expenses. This program has successfully returned millions of dollars in recovered sales tax revenue to Suffolk County.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

Recurring

Other department(s) impacted, explanation of impact:

None

Are impacted department(s) aware of legislation?

N/A

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

SCIN 175b
RESOLUTION NO. - 2019, APPROPRIATING FUNDS IN CONNECTION WITH STRENGTHENING AND IMPROVING COUNTY ROADS (CP 5014)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with Strengthening and Improving County Roads; and

WHEREAS, there are sufficient funds within the 2019 Capital Budget and Program to cover the cost of said request; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $4,000,000 in Suffolk County Serial Bonds; now, therefore be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), 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 817.5 (C) (1) (2) (5) (26) and (33) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the action constitutes routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment, and the action authorizes maintenance and repair involving no substantial changes in an existing structure of facility, or the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, as well as repaving of existing highways not involving the addition of new travel lanes; adoption of regulations, policies, procedures and local legislative decisions in connection with any action on this list and the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-four (64) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Strengthening and Improving County Roads, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th RESOLVED, that the proceeds of $4,000,000 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-5014.366</td>
<td>50</td>
<td>Strengthening and Improving County Roads</td>
<td>$4,000,000</td>
</tr>
</tbody>
</table>
DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
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. - 2019, APPROPRIATING FUNDS IN CONNECTION WITH STRENGTHENING AND IMPROVING COUNTY ROADS (CP 5014)**

3. Purpose of Proposed Legislation

See above.

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

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

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

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

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

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2019 AND DEBT SERVICE WILL COMMENCE SPRING 2020. THERE IS NO FISCAL IMPACT IN 2019. EARLIEST DEBT SERVICE FISCAL IMPACT WILL BE IN THE 2020 OPERATING BUDGET. ATTACHED 2020 CAT BASED ON 2018 DATA.

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

11. Signature of Preparer

12. Date
February 22, 2019

SCIN FORM 175b (10/95)
## FINANCIAL IMPACT

### 2020 PROPERTY TAX LEVY
### COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2020 Property Tax Levy</th>
<th>2020 Cost to Avg Taxpayer</th>
<th>2020 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$373,256</td>
<td>$0.66</td>
<td>$0.001</td>
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</table>

### POLICE DISTRICT AND DISTRICT COURT

<table>
<thead>
<tr>
<th></th>
<th>2020 Property Tax Levy</th>
<th>2020 Cost to Avg Taxpayer</th>
<th>2020 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$0</td>
<td>$0.00</td>
<td>$0.000</td>
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</table>

### COMBINED

<table>
<thead>
<tr>
<th></th>
<th>2020 Property Tax Levy</th>
<th>2020 Cost to Avg Taxpayer</th>
<th>2020 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL</strong></td>
<td>$373,256</td>
<td>$0.66</td>
<td>$0.001</td>
</tr>
</tbody>
</table>

### NOTES:


3) SOURCE FOR EQUALIZATION RATES: 2018 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>Principal</th>
<th>Interest</th>
<th>Total Debt Service</th>
<th>Fiscal Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/2020</td>
<td>5.00% $192,006.85</td>
<td>$181,250.00</td>
<td>$373,255.85</td>
<td>$373,255.85</td>
</tr>
<tr>
<td>6/1/2021</td>
<td>5.00% $200,706.12</td>
<td>$186,274.67</td>
<td>$386,274.67</td>
<td>$386,274.67</td>
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<tr>
<td>6/1/2022</td>
<td>5.00% $209,800.62</td>
<td>$181,727.62</td>
<td>$391,727.62</td>
<td>$391,727.62</td>
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<tr>
<td>6/1/2023</td>
<td>5.00% $219,307.21</td>
<td>$176,974.32</td>
<td>$396,974.32</td>
<td>$396,974.32</td>
</tr>
<tr>
<td>6/1/2024</td>
<td>5.00% $228,244.56</td>
<td>$172,005.65</td>
<td>$400,250.21</td>
<td>$400,250.21</td>
</tr>
<tr>
<td>6/1/2025</td>
<td>5.00% $236,652.21</td>
<td>$168,811.82</td>
<td>$405,464.03</td>
<td>$405,464.03</td>
</tr>
<tr>
<td>6/1/2026</td>
<td>5.00% $250,480.54</td>
<td>$164,382.66</td>
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<td>$411,863.20</td>
</tr>
<tr>
<td>6/1/2027</td>
<td>4.00% $261,840.90</td>
<td>$155,707.48</td>
<td>$417,548.38</td>
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<tr>
<td>6/1/2028</td>
<td>4.00% $273,705.56</td>
<td>$149,775.15</td>
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<tr>
<td>6/1/2029</td>
<td>4.00% $286,107.84</td>
<td>$143,574.00</td>
<td>$429,681.84</td>
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<tr>
<td>6/1/2030</td>
<td>4.00% $299,072.11</td>
<td>$137,091.87</td>
<td>$435,163.98</td>
<td>$435,163.98</td>
</tr>
<tr>
<td>6/1/2031</td>
<td>3.375% $312,623.81</td>
<td>$130,316.02</td>
<td>$442,939.83</td>
<td>$442,939.83</td>
</tr>
<tr>
<td>6/1/2032</td>
<td>3.495% $326,786.58</td>
<td>$123,233.14</td>
<td>$450,020.72</td>
<td>$450,020.72</td>
</tr>
<tr>
<td>6/1/2033</td>
<td>3.62% $341,597.23</td>
<td>$115,628.51</td>
<td>$465,225.74</td>
<td>$465,225.74</td>
</tr>
<tr>
<td>6/1/2034</td>
<td>3.745% $357,075.66</td>
<td>$8,090.00</td>
<td>$365,168.66</td>
<td>$365,168.66</td>
</tr>
</tbody>
</table>

| 6/1/2035   | $4,000,000.00   | $1,596,837.82   | $5,596,837.82      | $5,596,837.82      |

NOTE: Table calculates interest expense based upon average interest rate over the life of the bonds. Therefore, interest in the early years will be overstated while interest in the later years will be understated. The table needs to utilize average interest rate in order to calculate the annual level debt payment.

*According to the County's financial advisors, we see higher coupons with premiums to "buy down" the net interest cost to the issuer. This has to do with the fact that interest rates have been low for so long and we are in a rising interest rate environment.
## GENERAL FUND

<table>
<thead>
<tr>
<th></th>
<th>2019</th>
<th>2019</th>
<th>2019 FEV TAX</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>PROPERTY TAX LEVY</td>
<td>COST TO AVG TAXPAYER</td>
<td>RATE PER $1000</td>
</tr>
<tr>
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<td>$0</td>
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## POLICE DISTRICT AND DISTRICT COURT

<table>
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<tr>
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<th>2019 FEV TAX</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>TOTAL</td>
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## COMBINED

<table>
<thead>
<tr>
<th></th>
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<th>2019 FEV TAX</th>
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<td></td>
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<td>COST TO AVG TAXPAYER</td>
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</tr>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2018 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
### CP 5014 STRENGTHENING & IMPROVING COUNTY ROADS - POTENTIAL LOCATIONS (2019)

<table>
<thead>
<tr>
<th>CR No.</th>
<th>County Road and General Vicinity (from/to)</th>
<th>Lane Miles Miles</th>
<th>Town</th>
<th>Leg District</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Pinelawn Road</td>
<td>3.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Corporate Center Drive to NY495</td>
<td>0.70</td>
<td>Huntington</td>
<td>17</td>
</tr>
<tr>
<td>17</td>
<td>Carleton Avenue</td>
<td>6.40</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>South Spur Drive to Sunburst Lane</td>
<td>1.60</td>
<td>Islip</td>
<td>9,11</td>
</tr>
<tr>
<td>46</td>
<td>William Floyd Parkway</td>
<td>3.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Beacon Street to Essex Circle</td>
<td>1.50</td>
<td>Babylon</td>
<td>15</td>
</tr>
<tr>
<td>62</td>
<td>Newton Road</td>
<td>1.80</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>CR80 to Canal</td>
<td>0.90</td>
<td>Southampton</td>
<td>2</td>
</tr>
<tr>
<td>67</td>
<td>Vanderbilt Parkway</td>
<td>3.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Half Hollow Road to NY231</td>
<td>1.50</td>
<td>Huntington</td>
<td>16</td>
</tr>
<tr>
<td>80</td>
<td>Montauk Highway</td>
<td>0.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bittersweet Lane to LIRR</td>
<td>0.30</td>
<td>Southampton</td>
<td>2</td>
</tr>
<tr>
<td>83</td>
<td>Patchogue Mount Sinai Road</td>
<td>1.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Canal Road to Mount Sinai / Coram Road</td>
<td>0.50</td>
<td>Brookhaven</td>
<td>6</td>
</tr>
<tr>
<td>93</td>
<td>Lakeland Avenue</td>
<td>4.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NY454 to Peconic Street</td>
<td>1.00</td>
<td>Islip</td>
<td>10</td>
</tr>
<tr>
<td>101</td>
<td>Patchogue Yaphank Road</td>
<td>4.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vicinity of Robinson Ave to North Hospital Entrance</td>
<td>1.00</td>
<td>Brookhaven</td>
<td>7</td>
</tr>
</tbody>
</table>

*IT MAY BE NECESSARY TO ADD AND / OR SUBSTITUTE OTHER ROADS AND/OR REVISE LIMITS OF WORK DUE TO SEASONAL LIMITATIONS, CHANGES IN PRIORITIES, OR OTHER REQUIREMENTS AS DETERMINED BY THIS DEPARTMENT.*
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the CE RESO REVIEW Filing Date associated with the date you would like the legislation LOT, you **must** contact Intergovernmental Relations.

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<tr>
<th>CE Reso Review Filing Deadline</th>
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<th>Earliest Possible Vote</th>
<th>Cycle for which attached legislation is submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Wednesday at 5pm UNLESS OTHERWISE NOTED</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/30/19</td>
<td>WED 2/13/19</td>
<td>3/5/19</td>
<td></td>
</tr>
<tr>
<td>2/20/19</td>
<td>3/5/19</td>
<td>3/26/19</td>
<td>X</td>
</tr>
<tr>
<td>3/13/19</td>
<td>3/26/19</td>
<td>4/9/19</td>
<td></td>
</tr>
<tr>
<td>3/27/19</td>
<td>4/9/19</td>
<td>5/14/19</td>
<td></td>
</tr>
<tr>
<td>5/1/19</td>
<td>5/14/19</td>
<td>6/4/19</td>
<td></td>
</tr>
<tr>
<td>5/22/19</td>
<td>6/4/19</td>
<td>6/18/19</td>
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<tr>
<td>6/5/19</td>
<td>6/18/19</td>
<td>7/16/19</td>
<td></td>
</tr>
<tr>
<td>7/3/19</td>
<td>7/16/19</td>
<td>WED 9/4/19</td>
<td></td>
</tr>
<tr>
<td>8/16/19</td>
<td>WED 9/4/19</td>
<td>WED 10/2/19</td>
<td></td>
</tr>
<tr>
<td>9/18/19</td>
<td>WED 10/2/19</td>
<td>11/26/19</td>
<td></td>
</tr>
<tr>
<td>11/13/19</td>
<td>11/26/19</td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td><strong>11/21/19 NO LATE STARTERS</strong></td>
<td>12/3/19</td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td>Election Year – All bills die at end of calendar year</td>
<td>12/17/19</td>
<td>12/17/19</td>
<td></td>
</tr>
</tbody>
</table>
Date: February 15, 2019

Department/Agency: Department of Public Works/Darnell Tyson, P.E., Acting Commissioner
Department Contact – William Hillman, P.E.
Chief Engineer of Highways, Structures & Waterways

Legislation type (check all that apply)

- Resolution (other than capital appropriations/appointments/re-appointments)
- Local Law
- Charter Law
X Capital Appropriation with Bond
- Capital Appropriation without Bond
- Capital Budget Amendment
- Operating Budget Amendment
- New Appointment
- Re-appointment
- Consent Calendar {ex. Technical Correction, 100% grant, LL-16}

Title of Legislation:
Appropriating Funds in Connection with Strengthening and Improving County Roads (CP 5014)

Layman’s summary:

In 2013, the U.S. Department of Justice determined that resurfacing projects are considered “alterations” and, as such, these projects must address the need for new, accessible curb ramps, crosswalks and pushbuttons, as well as the adequacy of existing appurtenances to ensure that they are ADA compliant.

These funds will provide for the repair and/or resurfacing of roadways throughout Suffolk County. Preventative maintenance improves both the surface and structural condition of the roadway to provide safe highway travel and extend the life of the roadway with repair and resurfacing, thereby mitigating future costly reconstruction projects.

A potential list of locations for repair/resurfacing is attached. It may be necessary to add and/or substitute other locations due to seasonal limitations, changes in priorities or other requirements to be determined by this Department.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

CP 5014 is a recurring project in the Capital Budget and Program with annual Legislation; the Adopted Budget and/or the Appropriation request may vary from year to year.

Other department(s) impacted, explanation of impact:

To be determined

Are impacted department(s) aware of legislation?

To be determined

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

175B; List of Potential Locations
RESOLUTION NO. -2019, ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $4,500 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, UNITED STATES MARSHALS SERVICE, FOR THE SUFFOLK COUNTY DISTRICT ATTORNEY'S OFFICE PARTICIPATION IN THE JOINT LAW ENFORCEMENT OPERATIONS TASK FORCE (JLEOTF).

WHEREAS, the United States Marshals Service (USMS) has made $4,500 in federal funding available to the Suffolk County District Attorney's Office for participation in the 2018-2019 Joint Law Enforcement Operations Task Force (JLEOTF); and

WHEREAS, the operational period of the program is from October 1, 2018 through September 30, 2019; and

WHEREAS, said funds provide reimbursement for overtime expenses of one detective investigator assigned to the Task Force; and

WHEREAS, said reimbursement funds have not been included in the 2019 Proposed Operating Budget; no additional positions will be created for this program, and no fringe benefits are included; now, therefore be it

RESOLVED, the County Comptroller be, and is hereby authorized to accept and appropriate said grant funds as follows:

Joint Law Enforcement Operations Task Force (JLEOTF) -$4,500

REVENUES:

<table>
<thead>
<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>DIS</td>
<td>1138</td>
<td>4320</td>
<td>$4,500</td>
</tr>
</tbody>
</table>

ORGANIZATIONS:

Suffolk County District Attorney (DIS)
USMS JLEOTF
003-DIS-1138 $4,500

1000-PERSONNEL SERVICES: $4,500

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>003</td>
<td>DIS</td>
<td>DEG</td>
<td>1138</td>
<td>1120</td>
<td>0000</td>
<td>Overtime Salaries</td>
<td>$4,500</td>
</tr>
</tbody>
</table>

and be it further
2nd RESOLVED, that the County Executive be and hereby is authorized to execute the grant related agreement between Suffolk County and the United States Department of Justice, US Marshals Service, 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) and (27) of the Title 6 of the New York Code of Rules and Regulations (NYCRR) and within the meaning of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council of Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County

Date:
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

ACCEPTING AND APPROPRIATING FEDERAL FUNDING IN THE AMOUNT OF $4,500 FROM THE UNITED STATES DEPARTMENT OF JUSTICE, UNITED STATES MARSHALS SERVICE, FOR THE SUFFOLK COUNTY DISTRICT ATTORNEY'S OFFICE PARTICIPATION IN THE JOINT LAW ENFORCEMENT OPERATIONS TASK FORCE (JLEOTF)

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>
<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

This resolution provides $4,500 for JLEOTF.

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

This grant must be expended between October 1, 2018 and September 30, 2019.

8. Proposed Source of Funding

USMS

9. Timing of impact

Effective upon adoption.

10. Typed Name & Title of Preparer

Tricia Saunders
Principal Research Analyst

11. Signature of Preparer

12. Date

2/2/2019
December 21, 2018
## GENERAL FUND

<table>
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<th>2019</th>
<th>2019 FEV TAX</th>
</tr>
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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>
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<tr>
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<th>2019 PROPERTY TAX LEVY</th>
<th>2019</th>
<th>2019 FEV TAX</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL</td>
<td>$0</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
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## COMBINED

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

### NOTES:


3) SOURCE FOR EQUALIZATION RATES: 2018 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.
1. Type of Legislation
   - Resolution [X]  
   - Local Law  
   - Charter Law

2. Title of Proposed Legislation
   Crimes Against Revenue Program

3. Purpose of Proposed Legislation
   Accept funding from the United States Marshals Service for the District Attorney’s Joint Law Enforcement Operations Task Force participation.

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact
   This program will provide revenue in the amount of $4,500 and reimburse for overtime expenses relating to the grant.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
   The funding period for this program is October 1, 2018 through September 30, 2019.

8. Proposed Source of Funding
   US Department of Justice, US Marshals Service

9. Timing of Impact
   Immediate

10. Typed Name & Title of Preparer
    KATHLEEN CURTIS
    GRANT ANALYST

11. Signature of Preparer
    [Signature]

12. Date
    2/5/19

SCIN FORM 175b (10/95)
SECTION 1: OBLIGATION

DOCUMENT CONTROL #: JLEO-19-0034

SECTION 2: PARTICIPATING AGENCIES

Notification to state and local agencies of funding provided in support of Joint Law Enforcement Operations, pursuant to the Memorandum of Understanding (MOU) between:

Suffolk County District Attorney

and

NYNJRTTF

All other terms and conditions of the MOU remain the same.

SECTION 3: PERIOD OF PERFORMANCE

October 1, 2018 to September 30, 2019

SECTION 4: APPROPRIATION DATA

<table>
<thead>
<tr>
<th>FISCAL YEAR</th>
<th>ORGANIZATION</th>
<th>FUND</th>
<th>PROJECT</th>
<th>SOC / PURPOSE</th>
<th>DOLLAR AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>2019</td>
<td>A3401</td>
<td>AFF-B-OP</td>
<td>JLEO19P06</td>
<td>25302 - TFO Overtime</td>
<td>$4,500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>JLEO19P07</td>
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</tr>
</tbody>
</table>

Total Obligation Amount: $4,500.00

SECTION 5: DESCRIPTION OF OBLIGATION

SECTION 6: CONTACT INFORMATION

DISTRICT/RFTTF CONTACT: Name: Brenda Catalano
Phone: 631-715-6227
E-mail: Brenda.Catalano@usdoj.gov

STATE/LOCAL CONTACT: Name:
Phone:
E-mail:

SECTION 7: AUTHORIZATION

USMS Representative - Certification of Funds: 
Signature: Michael Halper, Chief, DIB Financial Management
Date: 1/1/19

Chief Deputy or RFTTF Commander - Obligation Approval: 
Signature: William J. Pilkington, Chief, Commander NY/NJ RFTTF
Date: 1/30/19

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 23% 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 monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the Task Force during the quarter: the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator.

Departmental Representative - Acknowledgement: 
Signature: John Barry, Chief Investigator
Date: 2/13/19
TO: INTERGOVERNMENTAL RELATIONS
FROM: TIMOTHY D. SINI, DISTRICT ATTORNEY
RE: MEMORANDUM OF SUPPORT FOR INTRO RESOLUTION
UNITED STATES MARSHALS SERVICE JLEOTF
DATE: FEBRUARY 15, 2019

TITLE OF BILL: A RESOLUTION ACCEPTING AND APPROPRIATING FUNDS FROM THE UNITED STATES MARSHALS SERVICE (USMS) FOR THE DISTRICT ATTORNEY’S PARTICIPATION IN THE JOINT LAW ENFORCEMENT OPERATIONS TASK FORCE (JLEOTF).

PURPOSE OR GENERAL IDEA OF BILL: Pursuant to the Joint Law Enforcement Operations Task Force Agreement No. JLEO-19-0034 the resolution will allow the District Attorney’s Office to accept $4,500 for overtime expenses incurred assisting the Task Force in strategic initiatives.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept funding from the USMS JLEOTF for personnel overtime expenses incurred during the District Attorney’s Office participation in these initiatives.

JUSTIFICATION: The funds will facilitate the District Attorney’s ability to assign experienced personnel to the Task Force to investigate and apprehend those who have outstanding state and federal warrants for their arrest.

FISCAL IMPLICATIONS: This funding will help offset the overtime cost to the County for the participation of the District Attorney’s Office in the US Marshals Service Task Force.

TIMOTHY D. SINI
DISTRICT ATTORNEY
**2019 Intergovernmental Relations Legislative Calendar & Cover Sheet**

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<td>WED 2/13/19</td>
<td>3/5/19</td>
<td></td>
</tr>
<tr>
<td>2/20/19</td>
<td>3/5/19 Riverhead GM + Committees</td>
<td>3/26/19</td>
<td>X</td>
</tr>
<tr>
<td>3/13/19</td>
<td>3/26/19</td>
<td>4/9/19</td>
<td></td>
</tr>
<tr>
<td>3/27/19</td>
<td>4/9/19 Riverhead GM</td>
<td>5/14/19</td>
<td></td>
</tr>
<tr>
<td>5/1/19</td>
<td>5/14/19 4pm start</td>
<td>6/4/19</td>
<td></td>
</tr>
<tr>
<td>5/22/19</td>
<td>6/4/19</td>
<td>6/18/19</td>
<td></td>
</tr>
<tr>
<td>6/5/19</td>
<td>6/18/19 4pm start Riverhead GM + Committees</td>
<td>7/16/19</td>
<td></td>
</tr>
<tr>
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Date:

Department/Agency:

Legislation type (check all that apply)

- [ ] Resolution (other than capital appropriations/appointments/re-appointments)
- [ ] Local Law
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- [ ] Capital Appropriation with Bond
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- [ ] Capital Budget Amendment
- [ ] Operating Budget Amendment
- [ ] New Appointment
- [ ] Re-appointment
- [X] Consent Calendar (ex. Technical Correction, 100% grant, LL-16)

Title of legislation: ACCEPTING FUNDS RECEIVED FROM THE UNITED STATES MARSHALS SERVICE (USMS) FOR REIMBURSEMENT FOR OVERTIME EXPENSES FOR ONE DETECTIVE ASSIGNED TO THE JOINT LAW ENFORCEMENT OPERATIONS TASK FORCE (JLEOTF).
Layman's summary: THIS RESOLUTION IS NEEDED TO ACCEPT $4,500 FROM THE UNITED STATES MARSHALS SERVICE FOR OVERTIME EXPENSES FOR PARTICIPATION IN THE 2018-2018 JOINT LAW ENFORCEMENT OPERATIONS TASK FORCE WHILE INVESTIGATING AND APPREHENDING FUGITIVES OF THE LAW.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):
RECURRING

Other department(s) impacted, explanation of impact:
NONE

Are impacted department(s) aware of legislation?
N/A

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):
SCIN 175b
IR cover sheet
Contract award Letter
Memorandum of Support
RESOLUTION NO. 2019, AUTHORIZING THE FILING
OF A GRANT APPLICATION FOR FEDERAL FISCAL YEARS
2017 AND 2018 FTA SECTION 5307 FORMULA FUNDS FOR
MASS TRANSPORTATION PROJECTS FOR SUFFOLK
COUNTY TRANSIT

WHEREAS, the Administrator of the Federal Transit Administration (FTA) has
been delegated authority to award financial capital assistance for mass transportation projects; and

WHEREAS, Suffolk County was allocated capital assistance funds in Federal
Fiscal Year 2017 and Federal Fiscal Year 2018 under Section 5307 of the Fixing America’s
Surface Transportation (FAST) Act; and

WHEREAS, the County of Suffolk is a Designated Recipient of Federal formula
funds for mass transportation capital projects as defined by 49 U.S.C. Section 5307(a)(2); and

WHEREAS, the grant contracts for Federal and State financial assistance will
impose certain obligations upon the County, and will require the County to commit resources
necessary to cover the entire grant with the understanding that reimbursement at the ratio of
80% Federal funds and 20% non-federal funds will be made and that the State share will be
used to fund up to 50% of the non-federal share of federally funded projects, but not to exceed
10% of federally funded projects costs and that the County will provide the remaining 10% local
share of project costs; and

WHEREAS, the County will provide all annual certifications and assurances
required for the project to the Federal Transit Administration; and

WHEREAS, it is required by the U.S. Department of Transportation, in accord
with the provision of Title VI of the Civil Rights Act of 1964, as amended, that the County give
an assurance that it will comply with the Title VI of the Civil Rights Act of 1964 and the U.S.
Department of Transportation requirements there under; now, therefore, be it

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

2nd RESOLVED, that the Designee of the County Executive of Suffolk County is
hereby authorized to file and execute an application for Federal assistance on behalf of the
County of Suffolk with the Federal Transit Administration for Federal assistance authorized by
49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a
project administered by the Federal Transit Administration; and be it further
RESOLVED, that the County proposes to utilize allocated Federal Fiscal Years 2017 and 2018 funds to aid in the financing of capital mass transportation projects pursuant to Section 5307 of the Fixing America's Surface Transportation (FAST) Act, a Program of Projects and Budget being described as follows:

<table>
<thead>
<tr>
<th>Number</th>
<th>Program of Projects</th>
<th>Estimated Total Cost</th>
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<tbody>
<tr>
<td>5648</td>
<td>Purchase of Surveillance Cameras for Transit Buses</td>
<td>$500,000</td>
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<tr>
<td>5651</td>
<td>Installation of Bus Shelters</td>
<td>$1,200,000</td>
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<tr>
<td>5655</td>
<td>Suffolk County Transit Timetable Study</td>
<td>$150,000</td>
</tr>
<tr>
<td>5659</td>
<td>Purchase ADP Software</td>
<td>$450,000</td>
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<tr>
<td></td>
<td>Capital Cost of Contracting</td>
<td>$2,300,000</td>
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<tr>
<td></td>
<td>Project Administration</td>
<td>$400,000</td>
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</tbody>
</table>

Total Estimated Cost of the Program of Projects: $5,000,000

Estimated Federal Share: 80% $4,000,000
Estimated State Share: 10% $500,000
Estimated County Share: 10% $500,000

and be it further

RESOLVED, that the Designee of the County Executive of Suffolk County is hereby authorized to execute and file with such application an assurance or any other document required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964; and to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the Program of Projects and Budget; and be it further

RESOLVED, that the Designee of the County Executive of Suffolk County is hereby authorized to execute grant agreements on behalf of the County of Suffolk with the U.S. Department of Transportation and the New York State Department of Transportation for aid in the financing of the capital assistance Program of Projects and Budget herein described.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
### 2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.*

If you are filing legislation after the CE RESO REVIEW Filing Date associated with the date you would like the legislation LOT, you **must** contact Intergovernmental Relations.

**Unless otherwise specifically requested, Legislation received after the CE Reso Review Filing Date will be LOT at the next General Meeting.**

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<td>3/5/19&lt;br&gt;<em>Riverhead GM + Committees</em></td>
<td>3/26/19</td>
<td>X</td>
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Legislation type (check all that apply)

x ___ Resolution (other than capital appropriations/appointments/re-appointments)
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____ Capital Appropriation with Bond
____ Capital Appropriation without Bond
____ Capital Budget Amendment
____ Operating Budget Amendment
____ New Appointment
____ Re-appointment
____ Consent Calendar {ex. Technical Correction, 100% grant, LL-16}

Title of legislation:

AUTHORIZING THE FILING OF A GRANT APPLICATION FOR FEDERAL FISCAL YEARS 2017 AND 2018 FTA SECTION 5307 FORMULA FUNDS FOR MASS TRANSPORTATION PROJECTS FOR SUFFOLK COUNTY TRANSIT

Layman’s summary:

Suffolk County has been allocated Federal Transit Administration (FTA) grant funds for mass transportation capital assistance. The proposed resolution will permit the County to apply for a grant for these federal funds and matching NYS funds for various mass transportation projects, mainly to: purchase surveillance cameras for Suffolk County Transit buses, install bus shelters, conduct a timetable revision study for the Suffolk County Transit bus system, and acquire software modules for the paratransit reservation system. It will also provide funds for project administration and funds to be used to offset the capital cost of contracting for Suffolk County Transit.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

Recurring. County will request to file grant applications every year/2 years. The last two resolutions to file for FTA capital grants were 657-2018 and 510-2016.

Other department(s) impacted, explanation of impact:

None.

Are impacted department(s) aware of legislation?

N/A.

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

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**
   - AUTHORIZING THE FILING OF A GRANT APPLICATION FOR FEDERAL FISCAL YEARS 2017 AND 2018 FTA SECTION 5307 FORMULA FUNDS FOR MASS TRANSPORTATION PROJECTS FOR SUFFOLK COUNTY TRANSIT

3. **Purpose of Proposed Legislation**
   - Permits the County to apply for a grant for federal funds for various mass transportation projects for Suffolk County Transit.

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

5. **If the Answer to Item 4 is “yes”, on what will it impact?** (Circle the appropriate category)
   - County
   - Town of Brookhaven  **Economic Impact**
   - Village
   - School District  **Other**
   - Library District
   - Fire District

6. **If the Answer to Item 5 is “yes”, Provide Detailed Explanation of Impact.**
   - Does not appropriate funds at this time, but obligates County to contribute 10% share of total cost of the projects within the grant application.

7. **Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision**
   - $500,000

8. **Proposed Source of Funding**
   - Federal: $4,000,000; State: $500,000; County: $500,000

9. **Timing of Impact**
   - CFY 2019

10. **Typed Name and Title of Preparer**
    - Christopher Chatterton  
    - Principal Transportation Planner

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

12. **Date**
    - 2/19/19
<table>
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<tr>
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<th>2019 PROPERTY TAX LEVY</th>
<th>2019 COST TO AVG TAXPAYER</th>
<th>2019 FEV TAX RATE PER $1000</th>
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<td><strong>POLICE DISTRICT AND DISTRICT COURT</strong></td>
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<td>TOTAL</td>
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**NOTES:**
3) SOURCE FOR EQUALIZATION RATES: 2018 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.
RESOLUTION NO. -2019, AUTHORIZING EXECUTION OF
AN AGREEMENT BY THE ADMINISTRATIVE HEAD OF
SUFFOLK COUNTY SEWER DISTRICT NO. 4 – SMITHTOWN
GALLERIA AND DAVITA DIALYSIS CENTER (SM-1728)

WHEREAS, DaVita Dialysis Center is a proposed dialysis center facility located in the existing building in Smithtown, New York; and

WHEREAS, the project site is a former Sewer Agency project (SM-1204) known as Kindercare and connected to Smithtown Galleria STP, and

WHEREAS, when the Sewer District No. 4 – Smithtown Galleria (the "District") was created, the existing Kindercare building along with the adjacent vacant land for the proposed professional office building, both of which are part of a single parcel owned by Galleria IV Corp., were included in the District and allocated the total combined flow of 3,325 gallons per day (GPD), and

WHEREAS, the developer for DaVita Dialysis Center is proposing to convert the Kindercare building into a dialysis center facility and since this projects requires an additional flow, has petitioned and requested the Administrative Head of the District for permission to discharge an additional flow of Five Thousand Forty-Five gallons per day (5,045 GPD), thereby increasing the allocated capacity to Eight Thousand Three Hundred Seventy gallons per day (8,370 GPD); and

WHEREAS, it has been determined by the Administrative Head of the District that the District has an additional wastewater treatment capacity of Five Thousand Forty-Five gallons per day (5,045 GPD) in excess of its own needs; and

WHEREAS, the connection is subject to the approval of the New York State Department of Environmental Conservation (NYSDEC); and

WHEREAS, the proposed additional flow has received the approval of the Suffolk County Sewer Agency (Resolution 2-2019) with a connection fee of One Hundred Fifty-One Thousand Three Hundred Fifty Dollars ($151,350.00) for the said Five Thousand Forty-Five gallons per day (5,045 GPD) of additional capacity in the district; and

WHEREAS, pursuant to Title 6 NYCRR Part 617.5(c) (11) and (20), this project involves the extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list; and routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; and

WHEREAS, it will be financially beneficial to Suffolk County Sewer District No. 4 – Smithtown Galleria and Suffolk County, as well as in the environmental interest of all of Suffolk County, for the connection to be made; now therefore be it
1st RESOLVED, that pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, the SEQRA requirements for this project have been met, and require no further action; and be it further

2nd RESOLVED, that the Administrative Head of the District be and hereby is authorized, directed and empowered to enter into contracts and agreements with the developer for DaVita Dialysis Center upon such terms and conditions as he may deem necessary relating to connections to the District of lands adjacent to Suffolk County Sewer District No. 4 – Smithtown Galleria and that they be required to post a surety bond or bonds and deposit cash or securities with the County Comptroller in those instances that the Administrative Head deems necessary to ensure performance of such agreements and contracts; and be it further

3rd RESOLVED, that the Suffolk County Department of Public Works is hereby authorized, empowered, and directed to take such action as may be Necessary, pursuant to section C8-2(L&M) of the Suffolk County Charter.

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County

Date:
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

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RESOLUTION NO. 2019, AUTHORIZING EXECUTION OF AN AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 4 – SMITHTOWN GALLERIA AND DAVITA DIALYSIS CENTER (SM-1728)

Layman’s summary:

To authorize execution of an agreement by the Administrative Head of Suffolk County Sewer District No. 4 – Smithtown Galleria with DaVita Dialysis Center (SM-1728), a proposed dialysis center facility to be located in the existing building in Smithtown, New York. The project site, a former Sewer Agency project known as Kindercare (SM-1204) along with adjacent vacant land have a combined flow allocation of 3,325 GPD. The developer is proposing to convert the Kindercare building into a dialysis center facility and is seeking permission to allocate an additional 5,045 GPD of capacity to the proposed project, for a total of 8,370 GPD.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

New

Other department(s) impacted, explanation of impact:

SC Department of Health Services (SCDHS) Office of Wastewater Management will be involved in joint SCDPW/SCDHS review of the engineering plans for this project.

Are impacted department(s) aware of legislation?

Yes

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

Suffolk County Sewer Agency Resolution No. 2-2019
SCIN 175b
WHEREAS, DaVita Dialysis Center is a proposed dialysis center facility located in the existing building in Smithtown, New York, on property identified on the Suffolk County Tax Maps as District 08.00, Section 106.00, Block 05.00, Lot 017.020, and

WHEREAS, the project site is a former Sewer Agency project (SM-1204) known as Kindercare and connected to Smithtown Galleria STP, and

WHEREAS, when the Sewer District No. 4 – Smithtown Galleria (the "District") was created, the existing Kindercare building along with the adjacent vacant land for the proposed professional office building, both of which are part of a single parcel owned by Galleria IV Corp., were included in the District and allocated the total combined flow of 3,325 gallons per day (GPD), plus an additional 1,500 GPD of flow for the future use of an office building not yet built on this parcel, and not allocated to the Kindercare building, and

WHEREAS, the developer of DaVita Dialysis Center is proposing to use the said combined allocation of Three Thousand Three Hundred Twenty-Five gallons per day (3,325 GPD) to convert the Kindercare building into a dialysis center facility and, since this project requires an additional flow, has applied to this Agency for an additional Five Thousand Forty-Five gallons per day (5,045 GPD) of capacity in the District, and

WHEREAS, the District’s sewage treatment plant has sufficient capacity to accept the proposed additional wastewater flow of Five Thousand Forty-Five gallons per day (5,045 GPD) for the total proposed project flow of Eight Thousand Three Hundred Seventy gallons per day (8,370 GPD) expected to emanate from the DaVita Dialysis Center facility, and

WHEREAS, the connection of DaVita Dialysis Center to the District will be financially beneficial to the District, and environmentally beneficial to Suffolk County, and

WHEREAS, pursuant to Title 6 NYCRR Part 617.5(c) (11) and (20), this project involves the extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list; and routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. No further action under SEQRA should be taken by the Sewer Agency,

NOW, THEREFORE, IT IS

1st RESOLVED, that SEQRA requirements for this project have been met, and requires no further action, now, therefore, be it further
2nd RESOLVED, that DaVita Dialysis Center be permitted to connect to the sanitary sewage facilities of the District, upon such terms and conditions as the Administrative Head of the District may impose, subject to the terms and conditions hereof, and it is further

3rd RESOLVED, that Five Thousand Forty-Five gallons per day (5,045 GPD) of additional capacity in the District's sewage treatment plant be allocated to DaVita Dialysis Center, with One Thousand Five Hundred gallons per day (1,500 GPD) of capacity still reserved for the future use of an office building to be built on the Galleria IV Corp. parcel, and it is further

4th RESOLVED, that the effluent from this dialysis center project is not typical sewage normally connected to the District and, as such, pretreatment may be needed, if determined by the Suffolk County Department of Public Works, and it is further

5th RESOLVED, that the connection authorized herein is subject to the approval of the Suffolk County Legislature and the New York State Department of Environmental Conservation, and it is further

6th RESOLVED, that the connection authorized herein is subject to the execution of an agreement (the "Connection Agreement") between the developer of DaVita Dialysis Center, the District, the Suffolk County Department of Public Works ("DPW"), the Suffolk County Department of Health Services, the County of Suffolk, and this Agency, which agreement shall contain such terms and conditions as the Administrative Head of the District shall determine, and it is further

7th RESOLVED, that the connection fee to be paid by the developer of DaVita Dialysis Center for the additional Five Thousand Forty-Five gallons per day (5,045 GPD) of capacity in the District's sewage treatment plant shall be paid upon the execution of the Connection Agreement at the rate of $30.00 per gallon of flow per day for a total of One Hundred Fifty-One Thousand Three Hundred Fifty Dollars ($151,350.00), and it is further

8th RESOLVED, that the developer of DaVita Dialysis Center shall, at his sole cost, expense and effort, construct a sewage collection facility for DaVita Dialysis Center and shall offer to dedicate the said facility to this Agency, or to this Agency's nominee, at no charge, and it is further

9th RESOLVED, that the developer of DaVita Dialysis Center shall furnish a Letter of Credit, in form, wording and amount, and on such terms and conditions, as determined by this Agency's staff, as security for the construction of the sewage collection facility for DaVita Dialysis Center, as well as for all of the developer's obligations under the Connection Agreement, and it is further

10th RESOLVED, that this resolution shall become null and void, and of no further force or effect, without any further action by this Agency or notice to the developer if, within one (1) year from the date of the adoption hereof, an agreement in furtherance of the authorization granted herein (the Connection Agreement), in form and content satisfactory to the Chairman of this Agency, has not been negotiated and fully executed by all parties thereto.

(Suffolk County Sewer Agency Meeting February 11, 2019)
# 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. 2019 AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 4 SMITHTOWN GALLERIA AND DAVITA DIALYSIS CENTER (SM-1728)

3. **Purpose of Proposed Legislation**
   - To authorize execution of an agreement by the Administrative Head of SCSD No. 4 – Smithtown Galleria with DaVita Dialysis Center (SM-1728), a proposed dialysis center facility to be located in the existing building in Smithtown, New York. The project site, a former Sewer Agency project known as KinderCare (SM-1204) along with adjacent vacant land have a combined flow allocation of 3,325 GPD. The developer is proposing to convert the KinderCare building into a dialysis center facility and is seeking permission to allocate an additional 5,045 GPD of capacity to the proposed project, for a total of 8,370 GPD.

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?**
   - **Economic Impact**
     - Village: School District
     - Library District: Fire District

6. **If the answer to item 4 is "yes," Provide Detailed Explanation of Impact**
   - The connection fee of One Hundred Fifty-One Thousand Three Hundred Fifty Dollars ($151,350.00) ($30.00 per gallon per day), will be paid to the Sewer District.

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

8. **Proposed Source of Funding**
   - NA

9. **Timing of Impact**
   - NA

10. **Typed Name & Title of Preparer**
    - Boris Rukovets, P.E.
    - Special Projects Supervisor

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

12. **Date**
    - February 20, 2019
    - [Date]
### GENERAL FUND

<table>
<thead>
<tr>
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<th>2019 Property Tax Levy</th>
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**NOTES:**

1) **SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION:** SUFFOLK COUNTY REAL PROPERTY, 2017.
2) **SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES:** SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2018-2019 AS ESTABLISHED BY RESO. 895-2018.
3) **SOURCE FOR EQUALIZATION RATES:** 2018 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. 2019, AUTHORIZING EXECUTION OF AN AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 7 – WOODSIDE AND MEDFORD BRANCH LLC (BR-0880.3)

WHEREAS, Medford Branch LLC is an existing building consisting of a warehouse area and an office space located in Medford, New York outside the boundary of Suffolk County Sewer District No. 7 – Woodside (the "District"); and

WHEREAS, the project property has an allocated discharge capacity of Eight Hundred Five gallons per day (805 GPD) and was part of the South Silver Industrial Park subdivision (BR-0880) connected as a contractee to SCD No. 7 - Woodside that had a Sewer Agency agreement that expired in December 2014; and

WHEREAS, Medford Branch LLC is in the process of acquiring this property from its current owner and has petitioned and requested the Administrative Head of the District for permission to discharge an additional flow of One Hundred Twenty gallons per day (120 GPD), for a total discharge capacity of Nine Hundred Twenty-Five gallons per day (925 GPD) and to execute a new connection agreement directly with Suffolk County; and

WHEREAS, it has been determined by the Administrative Head of the District that the District has wastewater treatment capacity of One Hundred Twenty gallons per day (120 GPD) in excess of its own needs; and

WHEREAS, the connection is subject to the approval of the New York State Department of Environmental Conservation (NYSDEC); and

WHEREAS, Medford Branch LLC has received the approval of the Suffolk County Sewer Agency (Resolution No. 1-2019) for the additional One Hundred Twenty gallons per day (120 GPD) of capacity in the district, with a connection fee of Three Thousand Six Hundred Dollars ($3,600.00), making the total allocated capacity equal Nine Hundred Twenty-Five gallons per day (925 GPD); and

WHEREAS, pursuant to Title 6 NYCRR Part 617.5(c) (11) and (20), this project involves the extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list; and routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; and

WHEREAS, it will be financially beneficial to Suffolk County Sewer District No. 7 - Woodside and Suffolk County, as well as in the environmental interest of all of Suffolk County, for the connection to be made; now therefore be it

1st RESOLVED, that pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, the SEQRA requirements for this project have been met, and require no further action, now, therefore, be it further
2nd RESOLVED, that the Administrative Head of the District be and hereby is authorized, directed and empowered to enter into contracts and agreements with the developer for Medford Branch LLC upon such terms and conditions as he may deem necessary relating to connections to the District of lands adjacent to Suffolk County Sewer District No. 7 – Woodside and that they be required to post a surety bond or bonds and deposit cash or securities with the County Comptroller in those instances that the Administrative Head deems necessary to ensure performance of such agreements and contracts; and be it further

3rd RESOLVED, that the Suffolk County Department of Public Works is hereby authorized, empowered, and directed to take such action as may be Necessary, pursuant to section C6-2(L&M) of the Suffolk County Charter.

DATED:

APPROVED BY:

________________________________________
County Executive of Suffolk County

Date:
**2019 Intergovernmental Relations Legislative Calendar & Cover Sheet**

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.*

If you are filing legislation after the CE RESO REVIEW Filing Date associated with the date you would like the legislation LOT, you **must** contact Intergovernmental Relations.

**Unless otherwise specifically requested, Legislation received after the CE Reso Review Filing Date will be LOT at the next General Meeting.**

<table>
<thead>
<tr>
<th>CE Reso Review Filing Deadline</th>
<th>Laid on the Table</th>
<th>Earliest Possible Vote</th>
<th>Cycle for which attached legislation is submitted</th>
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| 3/13/19 | 3/26/19 | 4/9/19 | |
| 3/27/19 | 4/9/19 | 5/14/19 | |
| 5/1/19 | 5/14/19 | 6/4/19 | |
| 5/22/19 | 6/4/19 | 6/18/19 | |
| 6/5/19 | 6/18/19 | 7/16/19 | |
| 7/3/19 | 7/16/19 | WED 9/4/19 | |
| 8/16/19 FRIDAY | WED 9/4/19 | WED 10/2/19 | |
| 9/18/19 | WED 10/2/19 | 11/26/19 | |
| 11/13/19 | 11/26/19 | 12/17/19 | |
| **11/21/19 NO LATE STARTERS** | **12/3/19 WARRANTS ONLY** | **12/17/19** | |
| **Election Year - All bills die at end of calendar year** | **12/17/19** | **12/17/19** | |
Date: February 20, 2019

Department/Agency: Dept. of Public Works/Darnell Tyson, P.E., Acting Commissioner
Dept. Contact – Boris Rukovets, P.E. (for Sewer Agency Rasos)

Legislation type (check all that apply)

X ___ Resolution (other than capital appropriations/appointments/re-appointments)
   ___ Local Law
   ___ Charter Law
   ___ Capital Appropriation with Bond
   ___ Capital Appropriation without Bond
   ___ Capital Budget Amendment
   ___ Operating Budget Amendment
   ___ New Appointment
   ___ Re-appointment
   ___ Consent Calendar {ex. Technical Correction, 100% grant, II-16}

Title of legislation:

RESOLUTION NO. -2019,
AUTHORIZING EXECUTION OF AN AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 7 – WOODSIDE AND MEDFORD BRANCH LLC (BR-0880.3)

Layman’s summary:

To authorize execution of a new agreement by the Administrative Head of Suffolk County Sewer District No. 7 - Woodside with Medford Branch LLC (BR-0880.3), an existing building connected to SCSD No. 7 - Woodside and consisting of a warehouse area and an office space in Medford, NY, seeking permission to discharge an additional 120 GPD (for a total of 925 GPD). The project site has a prior allocation of 805 GPD and was previously part of South Silver Industrial Park (BR-0880) that had the Sewer Agency agreement that expired in December 2014.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

New

Other department(s) impacted, explanation of impact:

N/A

Are impacted department(s) aware of legislation?

N/A

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

Suffolk County Sewer Agency Resolution No. 1-2019
SCIN 175b
SUFFOLK COUNTY SEWER AGENCY

RESOLUTION NO: 1 - 2019

AUTHORIZING THE CONNECTION OF
MEDFORD BRANCH LLC (BR-0880.3)

TO SUFFOLK COUNTY SEWER DISTRICT NO. 7 – WOODSIDE

WHEREAS, Medford Branch LLC is an existing industrial building consisting of a warehouse area and an office space located on a 1.54± acre parcel in Medford, New York on property identified on the Suffolk County Tax Map as District 0200, Section 775.00, Block 05.00, Lot 002.001, and

WHEREAS, the Premises are not located within the boundaries of Suffolk County Sewer District No. 7 – Woodside (the “District”), or within the boundaries of any other municipal sewer district, and

WHEREAS, the said property has an allocated discharge capacity of Eight Hundred Five gallons per day (805 GPD) and was part of the South Silver Industrial Park subdivision (BR-0880) connected as a contractee to SCSD No. 7 – Woodside that had a Sewer Agency agreement that expired in December 2014, and

WHEREAS, Medford Branch LLC is in the process of acquiring this property from its current owner and needs to execute a new connection agreement for the project property with Suffolk County, and

WHEREAS, due to the proposed building renovation, Medford Branch LLC requires a total of Nine Hundred Twenty-Five gallons per day (925 GPD) of discharge capacity and, accordingly, is requesting an additional One Hundred Twenty gallons per day (120 GPD) of capacity in the District, and

WHEREAS, the District’s sewage treatment plant has sufficient capacity to accept the additional One Hundred Twenty gallons per day (120 GPD), for a total of Nine Hundred Twenty-Five gallons per day (925 GPD) expected to emanate from Medford Branch LLC, and

WHEREAS, the connection of the additional flow from Medford Branch LLC to the District will be financially beneficial to the District, and environmentally beneficial to Suffolk County, and

WHEREAS, pursuant to Title 6 NYCRR Part 617.5(c) (11) and (20), this project is as a Type II Action as it involves the extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list; and routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. No further action under SEQRA should be taken by the Sewer Agency,

NOW, THEREFORE, IT IS
1st RESOLVED, that the SEQRA requirements for this project have been met, and requires no further action, now, therefore, be it further

2nd RESOLVED, that Medford Branch LLC be permitted to connect to the sanitary sewerage facilities of the District, upon such terms and conditions as the Administrative Head of the District may impose, subject to the terms and conditions hereof, and it is further

3rd RESOLVED, that One Hundred Twenty gallons per day (120 GPD), of additional capacity in the District's sewage treatment plant shall be allocated to Medford Branch LLC, and it is further

4th RESOLVED, that the connection authorized herein is subject to the approval of the Suffolk County Legislature and the New York State Department of Environmental Conservation, and it is further

5th RESOLVED, that the connection authorized herein is subject to the execution of an agreement (the "Connection Agreement") between the owner of Medford Branch LLC, the District, the Suffolk County Department of Public Works ("DPW"), the Suffolk County Department of Health Services, the County of Suffolk and this Agency, which agreement shall contain such terms and conditions as the Administrative Head of the District shall determine, and it is further

6th RESOLVED, that the connection fee to be paid for Medford Branch LLC, shall be paid at the rate of $30.00 per gallon of sewage per day for a total of Three Thousand Six Hundred Dollars ($3,600.00) and it is further

7th RESOLVED, that no Certificate of Occupancy shall be issued for any additional portion of Medford Branch LLC until the Connection Agreement has been completed and the connection fee paid, all to the satisfaction of DPW, and it is further

8th RESOLVED, that this resolution shall become null and void, and of no further force or effect, without any further action by this Agency or notice to the developer of Medford Branch LLC if, within one (1) year from the date of the adoption hereof, an agreement in furtherance of the authorization granted herein (the Connection Agreement), in form and content satisfactory to the Chairman of this Agency, has not been negotiated and fully executed by all parties thereto.

(Suffolk County Sewer Agency Meeting February 11, 2019)
<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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<tr>
<td>2. Title of Proposed Legislation</td>
<td>RESOLUTION NO. -2019 AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 7 WOODSIDE AND MEDFORD BRANCH LLC (BR-0880.3)</td>
<td></td>
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</tr>
<tr>
<td>3. Purpose of Proposed Legislation</td>
<td>To authorize execution of a new agreement by the Administrative Head of Suffolk County Sewer District No. 7 - Woodside with Medford Branch LLC (BR-0880.3), an existing building connected to SCSD No. 7 and consisting of a warehouse area and an office space in Medford NY, seeking permission to discharge 925 GPD. 805 GPD of flow has been previously allocated to the parcel, hence the applicant is requesting an additional allocation of 120 GPD of flow. The project was previously part of South Silver Industrial Park (BR-0880) that had the Sewer Agency agreement that expired in December 2014.</td>
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<tr>
<td>4. Will the Proposed Legislation Have a Fiscal Impact?</td>
<td>Yes X</td>
<td>No</td>
<td></td>
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<tr>
<td>5. If the answer to Item 4 is &quot;yes,&quot; on what will it impact?</td>
<td>(Circle appropriate category)</td>
<td>County</td>
<td>Town</td>
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<td>Village</td>
<td>School District</td>
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<td>Library District</td>
<td>Fire District</td>
</tr>
<tr>
<td>6. If the answer to item 4 is &quot;yes,&quot; Provide Detailed Explanation of Impact</td>
<td>The connection fee of Three Thousand Six Hundred Dollars ($3,600.00) ($30.00 per gallon per day), will be paid to the Sewer District.</td>
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<td>7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.</td>
<td>NA</td>
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<td>8. Proposed Source of Funding</td>
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<td>9. Timing of Impact</td>
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<td>Boris Rukovets, P.E.</td>
<td>Special Projects Supervisor</td>
<td></td>
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<tr>
<td>11. Signature of Preparer</td>
<td>Theresa Boll</td>
<td>Office</td>
<td></td>
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<td>February 20, 2019</td>
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**NOTES:**


3) SOURCE FOR EQUALIZATION RATES: 2018 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. -2019, AUTHORIZING USE OF CATHEDRAL PINES COUNTY PARK IN MIDDLE ISLAND BY SUFFOLK COMMITTEE FOR CAMPING, INC., FOR ITS ANNUAL CAMPING RALLY

WHEREAS, the Suffolk Committee for Camping, Inc., is a 501(c)(3) nonprofit organization having its place of business at 165 Oak Street, Medford, New York; and

WHEREAS, the Suffolk Committee for Camping, Inc., would like to use Cathedral Pines County Park in Middle Island to sponsor its Annual Camping Rally from Thursday, May 16 through Sunday, May 19, 2019; and

WHEREAS, the members of Suffolk Committee for Camping, Inc. invest extensive volunteer hours and donations to Suffolk County campground through repairs and improvements to park facilities; and

WHEREAS, the use of County property for such fundraiser to benefit the Suffolk Committee for Camping, Inc. would promote and protect the public health, safety, and general welfare of the residents of Suffolk County; now, therefore be it

1st RESOLVED, that the use of Cathedral Pines County Park in Middle Island, in consideration of the payment of Seven Thousand, Three Hundred Seventy Dollars ($7,370) event fee, and the application fee of Twenty-five Dollars ($25) for the purpose of an Annual Camping Rally from Thursday, May 16 through Sunday, May 19, 2019 is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the County’s receipt of a Certificate of Insurance naming the County of Suffolk as an additional insured from Suffolk Committee for Camping, Inc., and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

2nd RESOLVED, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER and Section 643-7 of the SUFFOLK COUNTY CODE to issue a permit to the Suffolk Committee for Camping, Inc. The Department of Parks, Recreation and Conservation is further authorized, empowered and directed to take such measures, as shall be necessary and appropriate to facilitate the hosting of the Annual Camping Rally for support of the services to benefit the public provided by the Suffolk Committee for Camping, Inc., at Cathedral Pines County Park in Middle Island; and be it further

3rd RESOLVED, that the Suffolk Committee for Camping, Inc., shall also provide an entertainment promoter certificate and payment of a Twenty-five Dollar ($25) per Vendor fee to Suffolk County if it wishes to allow vendors at the event to demonstrate or sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further.

4th RESOLVED, that the Suffolk Committee for Camping, Inc., will be responsible for providing a sufficient number of port-a-lavs and hand-washing stations as determined by the
Suffolk County Parks Department based on the anticipated number of attendees for this event; and be it further

5th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County

Date:
1. Type of Legislation
   Resolution X   Local Law ___  Charter Law ___

2. Title of Proposed Legislation
   AUTHORIZING USE OF CATHEDRAL PINES COUNTY PARK IN MIDDLE ISLAND BY SUFFOLK COMMITTEE FOR CAMPING, INC., FOR ITS ANNUAL CAMPING RALLY

3. Purpose of Proposed Legislation
   Authorize use of County Parkland for fundraising event

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

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

6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact
   There is a $7,370 event fee, and $25 application fee collected by the County for use of the Park.

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

8. Proposed Source of Funding
   N/A

9. Timing Impact
   N/A

10. Typed Name & Title of Preparer
    Emily R. Lauri
    Community Relations Director
    Dept. of Parks, Recreation & Conservation

11. Signature of Preparer
    [Signature]

12. Date
    02/14/2019
    2/20/2019
## FINANCIAL IMPACT
### 2019 PROPERTY TAX LEVY
#### COST TO THE AVERAGE TAXPAYER

### GENERAL FUND

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### NOTES:

3) SOURCE FOR EQUALIZATION RATES: 2018 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
2019 SCHEDULE OF FEES

SUMMARY OF FEES: Fee of $7,370 is based on the same flat fee that they were charged last year. The Committee for Camping provides volunteer hours and donations toward park improvements throughout the year.

THIS EVENT: The above highlighted fees have been charged, due to the below stated event details.
Park – Cathedral Pines County Park,
Event Date - May 16-19, 2019,
Estimated No. of People -300 families,

FEE CHARGED: Flat fee of $7,370 + $25 application fee
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the CE Reso Review Filing Date associated with the date you would like the legislation LOT, you **must** contact Intergovernmental Relations.

**Unless otherwise specifically requested, legislation received after the CE Reso Review Filing Date will be LOT at the next General Meeting.**

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<td>Election Year – All bills die at end of calendar year</td>
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Date: February 4, 2019

Department/Agency: Parks, Recreation & Conservation

Legislation type (check all that apply)

- [ ] Resolution (other than capital appropriations/appointments/re-appointments)
- [X] Local Law
- [ ] Charter Law
- [ ] Capital Appropriation with Bond
- [ ] Capital Appropriation without Bond
- [ ] Capital Budget Amendment
- [ ] Operating Budget Amendment
- [ ] New Appointment
- [ ] Re-appointment
- [ ] Consent Calendar {ex. Technical Correction, 100% grant, LL-16}

Title of legislation: AUTHORIZING USE OF CATHEDRAL PINES COUNTY PARK IN MIDDLE ISLAND BY SUFFOLK COMMITTEE FOR CAMPING, INC., FOR ITS ANNUAL CAMPING RALLY
Layman's summary:

This legislation will authorize the use of Cathedral Pines County Park by Suffolk Committee for Camping for the purpose of hosting a campout rally from Thursday, May 16, 2019 – Sunday, May 19, 2019. Funds from this event will be used for maintenance and improvements to Suffolk County Park campgrounds. In addition, the use of County property for a camping rally would promote and protect the public health and general welfare of the residents of Suffolk County.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

New

Other department(s) impacted, explanation of impact:

None

Are impacted department(s) aware of legislation?

N/A

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

Explanation of Park Fees
RESOLUTION NO. -2019, AUTHORIZING USE OF SMITH POINT COUNTY PARK IN SHIRLEY BY SUFFOLK AHRC FOUNDATION, INC., FOR ITS AHRC SUFFOLK'S SUPERHERO RUN FOR A REASON 5K

WHEREAS, Suffolk AHRC Foundation, Inc., is a 501 (c)(3) private, nonprofit organization having its place of business at 2900 Veterans Memorial Highway, Bohemia, New York; and

WHEREAS, Suffolk AHRC Foundation, Inc., would like to use Smith Point County Park in Shirley to sponsor its AHRC Suffolk's Superhero Run For A Reason 5K Fundraiser to raise money for the organization; and

WHEREAS, the AHRC Suffolk's Superhero Run for a Reason 5K is scheduled to be held on Sunday, May 19, 2019 from 6:30 am to 11:30 am; and

WHEREAS, the County of Suffolk shall receive consideration in the total amount of Six Hundred Dollars ($600) as well as a Twenty-five Dollar ($25) application fee; and

WHEREAS, the use of County property for such fundraiser to benefit Suffolk AHRC Foundation, Inc., would promote and protect the public health, safety, and general welfare of the residents of Suffolk County; now, therefore be it

1st RESOLVED, that the use of Smith Point County Park in Shirley, in consideration of the payment of Six Hundred Dollars ($600) and the application fee of Twenty-five Dollars ($25) for the purpose of the AHRC Suffolk's Superhero Run For a Reason 5K on Sunday, May 19, 2019 between the hours of 6:30 a.m. and 11:30 a.m., is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the County's receipt of a Certificate of Insurance naming the County of Suffolk as an additional insured from Suffolk AHRC Foundation, Inc., and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

2nd RESOLVED, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER and Section 643-7 of the SUFFOLK COUNTY CODE to issue a permit to Suffolk AHRC Foundation, Inc. The Department of Parks, Recreation and Conservation is further authorized, empowered and directed to take such measures, as shall be necessary and appropriate to facilitate the hosting of the AHRC Suffolk's Superhero Run For A Reason 5K for support of the services to benefit the public provided by Suffolk AHRC Foundation, Inc., at Smith Point County Park in Shirley; and be it further

3rd RESOLVED, that Suffolk AHRC Foundation, Inc., shall also provide an entertainment promoter certificate and payment of a Twenty-five Dollar ($25) per Vendor fee to Suffolk County if it wishes to allow vendors at the event to demonstrate or sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further.
4th RESOLVED, that Suffolk AHRC Foundation, Inc., will be responsible for providing a sufficient number of port-a-lavs and hand-washing stations as determined by the Suffolk County Parks Department based on the anticipated number of attendees for this event; and be it further

5th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
1. Type of Legislation

Resolution X  Local Law _____  Charter Law _____

2. Title of Proposed Legislation

AUTHORIZING USE OF SMITH POINT COUNTY PARK IN SHIRLEY BY SUFFOLK AHRC FOUNDATION, INC., FOR ITS AHRC SUFFOLK'S SUPERHERO RUN FOR A REASON 5K

3. Purpose of Proposed Legislation

Authorize use of County Parkland for fundraising event.

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

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

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<thead>
<tr>
<th>County</th>
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<td>Village</td>
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<td>Other (Specify):</td>
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<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

There is a $600 event fee and $25 application fee collected by the County for use of the Park.

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

N/A

8. Proposed Source of Funding

N/A

9. Timing Impact

N/A

10. Typed Name & Title of Preparer

Emily R. Lauri  Community Relations Director  Dept. of Parks, Recreation & Conservation

11. Signature of Preparer

Emily R. Lauri

12. Date

02/04/2019  7/20/2019

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

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## Police District and District Court

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### Notes:
1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2017.
3) Source for equalization rates: 2018 County Equalization Rates established by the New York State Board of Equalization and Assessments.
SUMMARY OF FEES: When a park is charging for parking we charge On-Season Rates, however when they are not charging for parking, we charge Off-Season Rate. When an applicant/organization wishes to have alcohol, sold, served or provided at their event, there is an additional charge. Additional fees are assessed for use of the pavilion, showmobile and any equipment for the showmobile.

a. On-Season Park Use Fee:
   - Up to 50 persons $60/day
   - 51 to 100 persons $120/day
   - 101 to 200 persons $180/day
   - 201 to 500 persons $275/day
   - 501 to 1000 persons $485/day
   - Over 1000 persons $750/day

b. Suffolk County Alcohol Fee: $40/day

c. Pavilion Use Fee: $125/day

d. Showmobile Fee: $540 for the first 4 hours, $135 for each additional hour

e. Showmobile Extras: $250/day for extended stage, $135/day for generator

PARK SCHEDULE: Different parks have different parking fee schedules. The on-season or off-season park use fees are charged based on the below schedule. Please note: Dates may vary from year to year depending on the dates of the holidays.

a. Southaven, Blydenburgh, Cathedral Pines, West Hills, Lake Ronkonkoma, Sears Bellows, Cedar Point, and Indian Island:
   - 05/27-09/02/2019 (Weekends and Holidays Only) – On-Season Park Use Fee
   - All other dates – Off-Season Park Use Fee

b. Smith Point, Meschutt & Cupsogue:
   - 05/27-09/02/2019 – On-Season Park Use Fee
   - 09/07-09/08/2019 (Smith Point ONLY) – On-Season Park Use Fee

   - All other locations:
   - Off-Season Park Use, all year round.

THIS EVENT: The above highlighted fees have been charged, due to the below stated event details.

Alcohol - No, Pavilion Use - No, Showmobile - No, Showmobile Extras - N/A

FER CHARGED: 4/10/19 7:50:04 AM 4/10/19 7:50:04 AM 4/10/19 7:50:04 AM
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

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Date: February 4, 2019

Department/Agency: Parks, Recreation & Conservation

Legislation type (check all that apply)

XXXXX Resolution (other than capital appropriations/appointments/re-appointments)

_____ Local Law

_____ Charter Law

_____ Capital Appropriation with Bond

_____ Capital Appropriation without Bond

_____ Capital Budget Amendment

_____ Operating Budget Amendment

_____ New Appointment

_____ Re-appointment

_____ Consent Calendar (ex. Technical Correction, 100% grant, LL-16)

Title of legislation: AUTHORIZING USE OF SMITH POINT COUNTY PARK IN SHIRLEY BY SUFFOLK AHRC FOUNDATION, INC., FOR ITS AHRC SUFFOLK'S SUPERHERO RUN FOR A REASON 5K
Layman’s summary:
The Suffolk AHRC Foundation, Inc.is a 501(c)(3) private, nonprofit organization having its principal place of business at 2900 Veterans Memorial Highway, Bohemia, New York. The foundation provides programs and services to children and adults with intellectual and other developmental disabilities on Long Island. Currently more than 2,500 people receive education, vocational, residential, employment and respite services through AHRC’s forty-two facilities. Participants of this event will not only include members of the public but will also include many individuals from the Foundation’s various homes in Suffolk County. All proceeds from this event will go directly to AHRC Suffolk for their programs. This legislation will authorize the use of Smith Point County Park by Suffolk AHRC Foundation, Inc., for the purpose of hosting its AHRC Suffolk’s Superhero Run for a Reason 5K on Sunday, May 19, 2019, from 6:30 am to 11:30 am.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

New

Other department(s) impacted, explanation of impact:

None

Are impacted department(s) aware of legislation?

N/A

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

Explanation of Park Fees
RESOLUTION NO. -2019, AUTHORIZING USE OF CEDAR BEACH COUNTY PARK IN SOUTHOLD BY EVENT POWER FOR THE MIGHTY NORTH FORK TRIATHLON

WHEREAS, an unincorporated entity known as "Event Power" hosts the Mighty North Fork Triathlon Fundraiser event which is sanctioned by USA Triathlon of Colorado, a nonprofit corporation having its principal place of business in Colorado Springs, Colorado; and

WHEREAS, Event Power would like to use Cedar Beach County Park in Southold to sponsor the Mighty North Fork Triathlon to raise money for the Community Action Town of Southold (CAST), Southold Fire Department and the Cornell Marine Science Center; and

WHEREAS, the Mighty North Fork Triathlon is scheduled to be held on Sunday, May 26, 2019 from 4:00 am to 12:00 pm; and

WHEREAS, the County of Suffolk shall receive consideration in the total amount of Eight Hundred Dollars ($800) as well as a Twenty-five Dollar ($25) application fee; and

WHEREAS, the use of County property for such fundraiser to benefit the Community Action Town of Southold, Southold Fire Department and the Cornell Marine Science Center would promote and protect the public health, safety, and general welfare of the residents of Suffolk County; now, therefore be it

1st RESOLVED, that the use of Cedar Beach County Park in Southold, in consideration of the payment of Eight Hundred Dollars ($800) and the application fee of Twenty-five Dollars ($25) for the purpose of the Mighty North Fork Triathlon on Sunday, May 26, 2019 between the hours of 4:00 a.m. and 12:00 p.m., is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the County's receipt of a Certificate of Insurance naming the County of Suffolk as an additional insured from USA Triathlon of Colorado and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

2nd RESOLVED, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER and Section 643-7 of the SUFFOLK COUNTY CODE to issue a permit to Event Power. The Department of Parks, Recreation and Conservation is further authorized, empowered and directed to take such measures, as shall be necessary and appropriate to facilitate the hosting of the Mighty North Fork Triathlon for support of the services to benefit the public provided by Event Power at Cedar Beach County Park in Southold; and be it further

3rd RESOLVED, that Event Power shall also provide an entertainment promoter certificate and payment of a Twenty-five Dollar ($25) per Vendor fee to Suffolk County if it wishes to allow vendors at the event to demonstrate or sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further.
4th RESOLVED, that Event Power will be responsible for providing a sufficient number of port-a-lavs and hand-washing stations as determined by the Suffolk County Parks Department based on the anticipated number of attendees for this event; and be it further

5th RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
1. **Type of Legislation**
   - Resolution X
   - Local Law ___
   - Charter Law ___

2. **Title of Proposed Legislation**
   
   **AUTHORIZING USE OF CEDAR BEACH COUNTY PARK IN SOUTHOLD BY EVENT POWER FOR THE MIGHTY NORTH FORK TRIATHLON**

3. **Purpose of Proposed Legislation**
   
   Authorize use of County Parkland for fundraising event.

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

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

6. **If the answer to item 5 is “yes”, Provide Detailed Explanation of Impact**
   
   There is a $800 event fee and $25 application fee collected by the County for use of the Park.

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

8. **Proposed Source of Funding**
   
   N/A

9. **Timing Impact**
   
   N/A

10. **Typed Name & Title of Preparer**
    
    Emily R. Lauri
    Community Relations Director
    Dept. of Parks, Recreation & Conservation

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

12. **Date**
    
    02/04/2019
    2/20/2019
### GENERAL FUND

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### POLICE DISTRICT AND DISTRICT COURT

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**NOTES:**


3) SOURCE FOR EQUALIZATION RATES: 2018 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
2019 SCHEDULE OF FEES

SUMMARY OF FEES: When a park is charging for parking we charge On-Season Rates, however when they are not charging for parking, we charge Off-Season Rate. When an applicant/organization wishes to have alcohol, sold, served or provided at their event, there is an additional charge. Additional fees are assessed for use of the pavilion, showmobile and any equipment for the showmobile.

a. On-Season Park Use Fee:
   - Up to 50 persons........$60/day
   - 51 to 100 persons.....$120/day
   - 101 to 200 persons...$180/day

b. Off-Season Park Use Fee:
   - 201 to 500 persons...$275/day
   - 501 to 1000 persons...$485/day
   - Over 1000 persons....$750/day

c. Suffolk County Alcohol Fee: $40/day

d. Pavilion Use Fee: $125/day

e. Showmobile Fee: $540 for the first 4 hours, $135 for each additional hour

f. Showmobile Extras: $250/day for extended stage, $135/day for generator

PARK SCHEDULE: Different parks have different parking fee schedules. The on-season or off-season park use fees are charged based on the below schedule. Please note: Dates may vary from year to year depending on the dates of the holidays.

a. Southaven, Blydenburgh, Cathedral Pines, West Hills, Lake Ronkonkoma, Sears Bellows, Cedar Point, and Indian Island:
   - 05/27-09/02/2019 (Weekends and Holidays Only) – On-Season Park Use Fee
   - All other dates – Off-Season Park Use Fee

b. Smith Point, Meschutt & Cupsogue:
   - 05/27-09/02/2019 – On-Season Park Use Fee
   - 09/07-09/08/2019 (Smith Point ONLY) – On-Season Park Use Fee
   - All other dates – Off-Season Park Use Fee

THIS EVENT: The above highlighted fees have been charged, due to the below stated event details.

- Alcohol - No, Pavilion Use - No,
- Showmobile - No, Showmobile Extras – N/A

FEE CHARGED: [Space for approval by Executive Director]
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the Ce Reso Review Filing Date associated with the date you would like the legislation LOT, you **must** contact Intergovernmental Relations.

**Unless otherwise specifically requested, legislation received after the Ce Reso Review Filing Date will be LOT at the next General Meeting.**

<table>
<thead>
<tr>
<th>CE Reso Review Filing Deadline</th>
<th>Laid on the Table</th>
<th>Earliest Possible Vote</th>
<th>Cycle for which attached legislation is submitted</th>
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<tbody>
<tr>
<td><strong>Wednesday at 5pm</strong></td>
<td>WED 2/13/19</td>
<td>3/5/19</td>
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<tr>
<td>1/30/19</td>
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<tr>
<td>2/20/19</td>
<td>3/5/19 Riverhead GM + Committees</td>
<td>3/26/19</td>
<td>X</td>
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<td>3/13/19</td>
<td>3/26/19</td>
<td>4/9/19</td>
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<tr>
<td>3/27/19</td>
<td>4/9/19 Riverhead GM</td>
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<td>5/1/19</td>
<td>5/14/19 4pm start</td>
<td>6/4/19</td>
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<tr>
<td>5/22/19</td>
<td>6/4/19</td>
<td>6/18/19</td>
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<tr>
<td>6/5/19</td>
<td>6/18/19 4pm start Riverhead GM + Committees</td>
<td>7/16/19</td>
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<td>CE Reso Review Filing Deadline</td>
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<tr>
<td>Wednesday at 5pm UNLESS OTHERWISE NOTED</td>
<td>7/16/19</td>
<td>WED 9/4/19</td>
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<tr>
<td>7/3/19</td>
<td>7/16/19</td>
<td>WED 9/4/19</td>
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<tr>
<td>8/16/19 FRIDAY</td>
<td>WED 9/4/19</td>
<td>WED 10/2/19</td>
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<tr>
<td>9/18/19</td>
<td>WED 10/2/19 4pm start</td>
<td>11/26/19</td>
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<tr>
<td>11/13/19</td>
<td>11/26/19</td>
<td>12/17/19</td>
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<tr>
<td>11/21/19 NO LATE STARTERS</td>
<td>12/3/19 WARRANTS ONLY</td>
<td>12/17/19</td>
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<tr>
<td>Election Year – All bills die at end of calendar year</td>
<td>12/17/19</td>
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</tbody>
</table>

Date: February 4, 2019

Department/Agency: Parks, Recreation & Conservation

Legislation type (check all that apply)

- XXXX Resolution (other than capital appropriations/appointments/re-appointments)
- _____ Local Law
- _____ Charter Law
- _____ Capital Appropriation with Bond
- _____ Capital Appropriation without Bond
- _____ Capital Budget Amendment
- _____ Operating Budget Amendment
- _____ New Appointment
- _____ Re-appointment
- _____ Consent Calendar {ex. Technical Correction, 100% grant, LL-16}

Title of legislation: AUTHORIZING USE OF CEDAR BEACH COUNTY PARK IN SOUTHOLD BY EVENT POWER FOR THE MIGHTY NORTH FORK TRIATHLON
Layman's summary:

This legislation will authorize the use of Cedar Beach County Park by Event Power for the purpose of hosting the Mighty North Fork Triathlon on Sunday, May 26, 2019, from 4:00 am to 12:00 pm. This will be the 19th annual Mighty North Fork Triathlon. The mission of this event is to fight poor health through a culture of care on Long Island. With a focus on goal setting, health, fitness and well-being, Event Power can promote and grow the competitive sport of triathlon through the safe and fair conduct of races. It is also their mission to educate the community about physical and mental health and to generate funds for research and local community outreach. To make a positive impact in the fight against poor health that involves citizens and business in a shared goal of a healthy Long Island, this year's beneficiaries of the Triathlon event will be: Community Action Town of Southold (CAST), Southold Fire Department, and Cornell Marine Science Center.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

New

Other department(s) impacted, explanation of impact:

None

Are impacted department(s) aware of legislation?

N/A

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

Explanation of Park Fees
RESOLUTION NO. 2019, ACCEPTING AND APPROPRIATING $2,400,000 IN GRANT FUNDING FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR PROVISION OF DEDICATED TRAFFIC ENFORCEMENT IN THE VICINITY OF CERTAIN HIGHWAY CONSTRUCTION PROJECTS WITH 100% SUPPORT

WHEREAS, the New York State Department of Transportation has awarded $2,400,000 in grant funding to Suffolk County for the provision of dedicated traffic enforcement efforts in the vicinity of certain highway construction projects in Suffolk County; and

WHEREAS, the operational period of the program will be from January 1, 2019 through December 31, 2021; and

WHEREAS, funds totaling $163,564 in vehicle use costs for the program have been requested in the 2019 Suffolk County Operating Budget and will be requested in the 2020 and 2021 Suffolk County Operating Budgets, and

WHEREAS, the remaining award balance of $2,236,436 has not been included in the 2019 Suffolk County Operating Budget; now, therefore, be it

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

DOT—Dedicated Traffic Enforcement 2019-2021 - $2,400,000

REVENUES:

<table>
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<tr>
<th>Fund</th>
<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
<th>Amount</th>
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<tr>
<td>003</td>
<td>POL</td>
<td>3280</td>
<td>3370</td>
<td>$2,400,000</td>
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ORGANIZATIONS:

Police Department (POL)
DOT—Dedicated Traffic Enforcement 2019-2021
003-POL-3280 - $2,400,000

1000-PERSONAL SERVICES: $1,728,252

<table>
<thead>
<tr>
<th>Fund</th>
<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
<th>Activity</th>
<th>Description</th>
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<td>DEG</td>
<td>3280</td>
<td>1120</td>
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<td>Overtime Salaries</td>
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4300-TRAVEL: $68,343

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8000-EMPLOYEE BENEFITS: $439,840

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<td>003</td>
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<td>0000</td>
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</table>

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Department of Transportation.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
Municipal Service Agreement
For Traffic Control and Enforcement on Department
Construction and Maintenance Projects

COMPTROLLER’S CONTRACT NO D035633

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf
Road, Albany, NY 12232, on behalf of New York State ("State");

and

the County of Suffolk (the "Municipality")
acting by and through
its Police Department ("SCPD")
with an office at 30 Yaphank Avenue, Yaphank, New York 11980.

This Agreement covers Eligible Costs incurred 1/1/19 through 12/31/21

This Agreement states the terms, conditions and agreements of the parties as to administration and
apportionment of Federal-Aid Highway Funds and State Highway funds. The project shall be identified
for the purposes of this Agreement as Traffic Control and Enforcement on Department
Construction and Maintenance Projects (as more specifically described in Schedules A and B
attached to this Agreement).

WITNESSETH:

WHEREAS, the United States Congress has provided for the apportionment of Federal-aid funds to the
State for the purpose of carrying out Federal-aid highway projects, a Surface Transportation Program
and a Congestion Mitigation and Air Quality Improvement Program ("CMAQ") pursuant to the
appropriate sections of Title 23 of the U.S. Code as administered by the Federal Highway Administration
("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the New York State Commissioner of
Transportation to use Federal aid available under the Federal-aid highway acts or to use State Highway
Funds; and

WHEREAS, the NYSDOT is undertaking construction and maintenance projects that result in increased
traffic control and enforcement concerns on various NYSDOT construction projects in Suffolk County;
and

WHEREAS, traffic control and dedicated law enforcement will be a key element in the successful
performance of certain NYSDOT construction and maintenance projects in Suffolk County; and

WHEREAS, the State desires that its projects in Suffolk County be progressed in an orderly and safety
conscious fashion that will encompass planning, training, traffic control and the dedicated law
enforcement efforts of the Contractor; and

WHEREAS, the State desires the SCPD to undertake these projects because of their ability and
experience in traffic control and enforcement; and

WHEREAS, Suffolk County acting by and through the SCPD has agreed to provide traffic control and dedicated law enforcement efforts for these NYSDOT construction and maintenance projects in Suffolk County.

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions

Unless the context clearly requires otherwise, the following terms, for purposes of this Agreement, have the following meanings:

"Commissioner" means the Commissioner of Transportation of the State or his duly authorized representatives.

"Contractor" means the County of Suffolk, in New York State.

"Project" means the planning and implementation of traffic control and dedicated police enforcement for various NYSDOT construction and maintenance projects in Suffolk County, as described in Schedule A, Work Protocol and Schedule B, Work Program and Budget.

"Project Manager" means the Director of the Traffic Unit of the NYSDOT Long Island Regional Office or another duly-authorized representative of the Commissioner.

Section 2. Purpose of Agreement

The purpose of this Agreement is for the SCPD to provide traffic control and dedicated law enforcement efforts for various NYSDOT construction and maintenance projects in Suffolk County.

Upon full execution by the parties and the approval of the New York State Comptroller, this Agreement supersedes and replaces Contract # D033338, effective January 1, 2018, and states the terms, conditions and mutual understandings of the parties as to the manner in which the Contractor will provide its services.

The Contractor shall have discretion to use the SCPD to perform the tasks the County is required to perform under this Agreement.

Section 3. Documents Forming this Agreement

This Agreement shall consist of this document and the following attachments:

Schedule A – Work Protocol;

Schedule B – Work Program and Budget;

Appendix A – Standard Clauses for New York State Contracts;

Appendix A-1 – Supplemental Title VI Provisions (Civil Rights Act), and;

Appendix B - Requirements for Federally Aided Transportation Projects
Section 4. Period of Performance

The term of this Agreement shall be for the period commencing January 1, 2019 and ending December 31, 2021. The execution of this Agreement is subject to approval of the Attorney General of the State of New York and the Office of the State Comptroller.

The NYSDOT shall have the option, at its sole discretion, to extend the term of this agreement, upon the same terms and conditions, but subject to available funding levels, by up to two (2) extensions, each such extension lasting for a three (3)-year period. Should the NYSDOT choose to exercise such option, it is subject to approval by the New York State Office of the Comptroller.

Section 5. Cost of the Project

The cost of the Project shall be in the amount indicated and for the period indicated in the attached Schedule A and Schedule B, and shall be borne in the manner described herein. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide for the full costs of all tasks identified in Schedule A and Schedule B, at, or prior to, the time that such funds are needed to meet those costs.

The State incurs no obligation under this Agreement to pay any funds to the Contractor other than those identified in Schedule A and Schedule B, which may be amended from time to time by letter agreement.

Section 6. Compliance with Applicable Laws, Rules and Regulations.

The Contractor shall comply with all federal, State, and local laws, ordinances, rules, regulations, and procedures applicable to its actions and activities relating to this Agreement.

Section 7. Contractor Authorization under Federal, State and Local Law.

In the event that any approval, permit, action, proceeding or authorization is required by applicable law, ordinance, rule or regulation to enable the Contractor to enter this Agreement, or to undertake the Project, or to observe, assume, or carry out any of the provisions of this Agreement, the Contractor will initiate and complete such action as is so required.

Section 8. Insurance

8.1 Contractor agrees to procure and maintain, without direct cost to the State, insurance of the kinds and in amounts hereinafter written by companies authorized by the New York State Department of Finance Services to issue insurance in the State of New York and that have an A.M. Best Company rating of (A-) or better or approved by the Department or, if the Contractor is a municipality that self-insures, an endorsement for such self-insurance covering all operations under this Agreement whether performed by it or sub-contractors. Insurance policies that remove or restrict blanket contractual liability located in the “insured contract” definition (as stated in Section V, Number 9, Item 1 of the ISO CGL policy) or that remove or modify the “insured contract” exception to the employers liability exclusion so as to limit coverage for claims that arise out of contract work, or that do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors, are not acceptable. Policy forms must be provided to the Department upon request. Before commencing the work, the Contractor shall furnish to the Department a certificate or certificates, in a form satisfactory to the Department, showing compliance with this section.
Unless otherwise agreed, policies shall be written so as to require that the policy will not be (i) canceled, (ii) materially changed or (iii) permitted to expire or lapse for any reason except upon ten (10) days' prior written notice to the Department by Certified Mail, Return Receipt Requested at the address stated above. In addition, if required by the Department, the Contractor shall deliver to the Department within ten (10) work days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

Certificates of insurance shall:
  a. Be in a form satisfactory to the Department. The ACORD 25 Certificate must be accompanied by a signed "Additional Endorsement Endorsement" completed to indicate information about the liability insurance.
  b. Be signed and dated by an authorized representative of the insurance carrier or producer.
  c. Disclose any deductible, self-insured retention, aggregate limit.
  d. Refer to this Contract by number on the face of the certificate.

If at any time during the term of this contract, it shall come to the attention of the Department that required insurance is not in effect or that adequate proof of insurance has not been provided, the Department may, at its option:
  a. Direct the Contractor to suspend work and not re-enter the premises with no additional payment or extension of time due on account thereof, or
  b. May withhold further contract, or
  c. Treat such failure as a breach or default of the contract.

8.2 Policy covering the obligations of the Contractor in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, and also by the provisions of Article 9 of the Workers' Compensation Law known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless the Contractor procures such policy and maintains it until final acceptance of all work described herein;

8.3 Comprehensive General Liability Insurance insuring the Contractor and, as additional insureds, the Department and its employees with respect to all operations under this Agreement by the Contractor, including in such coverage any omissions and supervisory acts of the State and its employees. Policies of personal injury liability insurance of the types hereinafter specified, each with a combined single limit of $1 million per occurrence/$2 million aggregate for all damages arising out of personal injury, including death at any time resulting therefrom, sustained by one person in any one accident and, subject to that limit for each person, all damage arising out of bodily injury, including death at any time resulting therefrom, sustained by two or more persons in any one accident and, subject to that limit per accident, for all damages arising out of injury to or destruction of property in any one accident and, subject to that limit per accident, for all damages arising out of injury to or destruction of property during the policy period. Coverage or contractual liability assumed by the Contractor under an insured contract (including the tort liability of another assumed in a business contract). Coverage for claims for bodily injury asserted by an employee of an additional insured and any Employer Liability Exclusion which may otherwise operate to exclude such coverage shall be voided in this respect.

8.3.1 All insurance policies required by these specifications except workers' compensation and professional liability shall be endorsed to provide coverage to "the State of New York/New York State Department of Transportation, any municipality in which the work is being performed, any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work, or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees" using ISO form CG 20 10 11 85, CG 20 37 07 04, CG 20 33 07 98 when used in combination with CG 20 37 07 04, or CG 20 33 10 01 or a policy form or forms

Page 4 of 40
8.4 Automobile Liability and Property Damage Insurance. Subject to the same required level of coverage set forth in §8.3 above, a policy covering the use in connection with the work covered by this Agreement of all owned, non-owned, and hired vehicles, bearing, or under the circumstances under which they are being used are required by New York State law to bear license plates.

8.5 Umbrella or Excess Liability Insurance. The Contractor shall maintain an occurrence form umbrella liability policy or policies insuring against liability arising from premises (including loss of use thereof), operations, independent Contractor, products-completed operations, personal injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the premises or occasioned by reason of the operations of Contractor or arising from automobile liability as described above. Such coverage shall be written on an ISO occurrence form CU 00 01 12 07 or a policy form providing equivalent coverage. In the event that umbrella coverage is unavailable, equivalent excess coverage may be substituted. The minimum required limits for the umbrella/excess coverage shall be sufficient to provide a total of not less than $5,000,000 per occurrence/aggregate.

Section 9. Contractor Liability and Indemnification

9.1 In connection with the Contractor's performance of work under this agreement, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Contractor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Contractor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

9.2 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.

9.3 To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State, and the federal funding agency, and/or any municipality, public benefit corporation, railroad, and/or public utility whose property or facilities are affected by the work, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Contractor or its subcontractors relating to or in any way arising out of the provision of services pursuant to this Agreement. The State may retain such monies from the amount due the Contractor as may be necessary to satisfy any claim for damages recovered against the State, any municipality and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work or consultant inspecting engineers or inspectors working for the State relative to the project. The Contractor's obligation under this paragraph shall not be deemed waived by the failure of the State to retain the whole or any part of such monies due the Contractor, nor where such suit, action, damages and/or costs have not been resolved or determined prior to release of any monies to the Contractor under the contract, nor shall such
obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, Subcontractor or the State, any municipality and/or any public benefit corporation, railroad or public utility whose property or facilities are affected by the work, or for any consultants working for the State.

Section 10. Claims – State Obligations

The State’s responsibilities and obligations are as specifically set forth in this Agreement, and neither the State nor any of its officers or employees shall be responsible or liable, nor shall the Contractor assert, make or join in any claim or demand against the State or, its officers or employees, for any damages or other relief based on any alleged failure of the State or, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

Section 11. Records

11.1 Establishment and Maintenance of Accounting Records

The Contractor shall establish and maintain, in accordance with requirements established by the Commissioner, accounts for the Project, either independently or within their existing accounting system, to be known as the Project Account(s).

11.2 Documentation of Work Costs

All costs charged to the Project Account(s), including any approved services contributed by the Contractor shall be supported by properly executed payrolls, time records, invoices, receipts, vouchers or other acceptable documentary evidence of the nature and propriety of the charges, in accordance with the rules and regulations of the Commissioner as approved by the State Comptroller.

11.3 Checks, Orders, and Vouchers

Any check or order drawn by the Contractor with respect to any item which is or will be chargeable against the Project Account(s) will be drawn only in accordance with a properly signed voucher then on file in the office of the Contractor stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the work shall be readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

Section 12. Reimbursement and Payments

The State shall reimburse the Contractor for the Contractor's Eligible Costs incurred under this Agreement as established in Schedule A and Schedule B. Only those costs and expenses incurred by the Contractor which are incurred for work tasks specifically identified in the approved work program of Schedule A and Schedule B shall be eligible for payment by the State. The Contractor shall obtain the advance, written approval of the Project Manager of any modification to the Schedule B.

12.1 Interim and Final Payments

The Contractor may submit a monthly payment request voucher to the NYSDOT in a form prescribed by the Commissioner, for each completed month of the Project. The NYSDOT will pay the Contractor in accordance with Section 179(f) of the State Finance Law.
12.2 Withheld Payments

Subject to the other provisions of this Agreement, the requests for payment will be honored by the Commissioner except that the State may elect by written notice to withhold any payments if:

(a) The Contractor shall have taken any action pertaining to the Project or this Agreement without the approval of the Commissioner where, under terms of this Agreement, such approval is required; or

(b) Where the Contractor, its officials, members or employees, shall have violated any applicable conflict of interest rule, regulation, ordinance or statute.

12.3 Allowed Costs

In determining the amount of Eligible Costs, the Commissioner may exclude all Project costs incurred by the Contractor prior to the effective date of this Agreement, costs incurred by the Contractor for activities which are not provided for in the latest approved Schedule B, or costs attributable to goods or services received under a contract or other arrangement which has not been approved by the Project Manager where such written approval is required to be obtained under the terms of this Agreement.

Section 13. Inspection and Audit

In addition to the records of Section 11 of this Agreement, the Contractor shall also retain, in a secure manner at its headquarters or at such other place as shall be readily accessible, all work, materials, payrolls, invoices, data and other materials and information relating to the activities of this Project for a period of six (6) years following the date upon which final payment is made under this Agreement, and shall make the same available to the Commissioner, the State Comptroller, or their authorized representatives, for audit, inspection and copying, upon request.

The State and the NYSDOT shall retain the right during the term of this Agreement and for a period of six (6) years following the date upon which Final Payment is made under this Agreement to inspect and audit any and all such books, accounts and records pertaining to the Project Account. Any payment made hereunder shall be subject to retroactive reduction for amounts included therein which are found by the State or the NYSDOT not to constitute an allowable charge or cost hereunder.

Section 14. Termination or Suspension

14.1 For the Convenience of the NYSDOT

The NYSDOT or the State may without cause and for its convenience upon not less than 60 days written notice to the Contractor, suspend the Contractor's performance under this Agreement or terminate this Agreement. In the event of such suspension or termination, the provisions of paragraph (14.3) below shall be applicable.

14.2 With Cause

If the Contractor, before completion, discontinues the Project or Project services, or if, for any reason, the commencement, prosecution or timely completion of the Project by the Contractor is rendered improbable, impossible, illegal, or the NYSDOT deems the performance to be unsatisfactory, the Commissioner may, upon 30 days written notice to the Contractor, terminate any or all of the State's obligations under this Agreement or may suspend any or all of the State’s
obligations under this Agreement until the event or condition resulting in such suspension has ceased or been corrected.

14.3 Action Subsequent to Notice of Termination or Suspension

Upon receipt of any termination or suspension notice under this Article and effective upon the date of termination therein, the Contractor shall promptly carry out the actions required by such notices which may include any or all of the following: (1) termination or suspension of Project activities and such other action as the NYSDOT deems necessary in order to minimize the cost basis for State reimbursement; (2) furnishing a status report of the Project activities and the Project Account and proposed schedule, plan and budget for termination or suspending the Project; and (3) furnishing an estimate of the State's share of the costs arising from the termination or suspension.

If the Contractor furnishes such schedule, plan and budget for the termination or suspension of the Project in a reasonable timeframe, the County will be reimbursed in full both for work already satisfactorily performed pursuant to this Agreement at the time that it received a termination or suspension notice from the State and that it performed between the time that the County received said notice and when such termination or suspension actually took effect. If the Contractor fails to furnish, a schedule, plan and budget for the termination or suspension of the Project, in a reasonable timeframe, the termination or suspension shall be carried out in accordance with such terms and conditions as the Commissioner may impose.

The acceptance by the State of a remittance of funds previously paid to the Contractor, or the closing out of State financial participation in the Project, shall not constitute a waiver of any claim which the State may otherwise have arising out of this Agreement.

Section 15. Remission of Unexpended Funds

Upon completion of the Project or a termination of this Agreement, and after payment in accordance with Section 12 of this Agreement, the Contractor shall remit to the State any unexpended funds previously paid to it by the State pursuant to this Agreement.

Section 16. Coordination

The designated contact for requesting services as provided under this agreement shall be:

Deputy Inspector David Regina
Suffolk County Police Department
30 Yaphank Avenue
Yaphank, NY 11980
(631) 852-5960

Section 17. Resolution of Disputes

Disputes between parties to this Agreement shall be resolved informally to the extent practicable.

Section 18. Subcontracting

The Contractor shall not contract or subcontract the provision of service under this agreement without the express written consent of the NYSDOT.

The Contractor shall provide complete and accurate billing invoices to the State in order to receive payment. Billing invoices submitted to the State must contain all information and supporting documentation required by the Contract, the State and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at http://osc.state.ny.us/vendors/epayments.htm, or by email at punit@osc.state.ny.us. Contractor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Section 20. Submittal of Excel Spreadsheet with Billings.

Due to a need for improved electronic tracking of contractor billings and payments, including payments to subcontractors, NYSDOT requires that all billings include an Excel spreadsheet. This can either be submitted on CD with the billing package, or emailed separately to NYSDOT's Project Manager. A model spreadsheet is posted on NYSDOT's website on the Contractor Forms, Publications and Instructions web page: https://www.dot.ny.gov/main/business-center/consultants/forms-publications-and-instructions. To download the spreadsheet, scroll about two-thirds of the way down the page to the section titled PAYMENT AND INVOICE FORMS and click on the link labeled Consultant Billing Spreadsheet. Contractors are welcome to customize this spreadsheet for their convenience or as requested by the Project Manager, as long as its basic functionality is maintained. Note that the spreadsheet is a supplement, not a replacement, to the hard copy billing forms and backup. The information submitted in the spreadsheet must match the hard copy exactly, with the exception of the signature block on the FIN 421. All billings must include an Excel spreadsheet and the spreadsheet must include a completed AAP7 tab for each subcontractor. The billing will not be considered complete and the Merchandise Invoice Received (MIR) date will not be established until NYSDOT receives an appropriately completed spreadsheet. The file name should start with the contract number followed by a date.

Section 21. Notices

21.1 Notices Relating to Payments, Reports, Insurance, or Other Submissions

Any communication, notice, claim for payment, report, insurance, or other submission necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the State or the Contractor at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

a) For the State:

By Regular or Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service, or by Fax or by Email to:

Contact Person's Name: William A. Howe
Title: Director
Address: NYSDOT Contract Management
50 Wolf Rd/Suite 1CM,
Albany, NY 12232
Telephone Number: 518-457-2600
Facsimile Number: 518-457-2875
E-Mail Address: whowe@dot.state.ny.us

b) For the Contractor:

Contact Person’s Name: Deputy Inspector David Regina
Title: Commanding Officer, Highway Patrol Bureau
Address: Suffolk County Police Department
30 Yaphank Avenue
Yaphank, NY 11980
Telephone Number: (631) 852-5960
Facsimile Number: (631) 852-5979
E-Mail Address: David.Regina@suffolkcountyny.gov

21.2. Notices Relating to Termination, Suspension and/or Litigation

In the event that either party receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, such party shall immediately deliver to the other party, at the address(es) set forth below, copies of all papers filed by or against such party.

Any communication or notice regarding termination or suspension shall be in writing and shall be given to the State or the Contractor at the following addresses or at such other addresses that may be specified in writing by the parties and must be delivered as follows:

By Certified or Registered United States Mail, Return Receipt Requested; Certified Mail in Postpaid Envelope or by Nationally Recognized Courier Service, by personal delivery or by Email to:

a) For the State:

Contact Person’s Name: William A. Howe
Title: Director
Address: New York State
NYSDOT Contract Management
50 Wolf Rd/Suite 1CM,
Albany, NY 12232
E-Mail Address: whowe@dot.state.ny.us

b) For the Contractor: To the Contractor person listed in 21.2 above and

Contact Person’s Name: Dennis M. Brown
Title: County Attorney
Address: Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, New York 11788
E-Mail Address: Dennis.Brown@suffolkcountyny.gov
21.3. Notices shall be deemed to have been duly delivered (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. “Business Day” shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in New York State.

21.4. Revisions for Contact Names

Each party is responsible to 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) required in paragraphs 21.1 and 21.2 above.

Section 22. Appendix A, Appendix A-1 and Appendix B

New York State Appendix A, Standard Clauses for New York State Contracts, Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act) and Appendix B, Requirements for Federally Aided Transportation Projects are attached and made a part of this contract.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SUFFOLK COUNTY EXECUTIVE:

By: 

________________________________________

Print Name: Dennis Cohen

Date: ________________________________

Approved as to Legality
SUFFOLK COUNTY ATTORNEY:

By: 

________________________________________

Print Name: Samantha McEachin

Date: ________________________________

SUFFOLK COUNTY POLICE COMMISSIONER:

By: 

________________________________________

Print Name: Geraldine Hart

Date: ________________________________

STATE OF NEW YORK )
 ) ss.:
COUNTY OF )

On this __________ day of __________, 20___ before me personally came ____________________________ to me known, who, being by me duly sworn did depose and say that he/she resides at ____________________________; that he/she is the ___________________________ of the Municipal Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the ___________________________ of said Municipal Corporation pursuant to a resolution which was duly adopted on __________________________ and which a certified copy is attached and made a part hereof; and that he signed his name thereto by like order.

________________________________________
Notary Public
APPROVED FOR NYSDOT:

BY: ______________________________
For Commissioner of Transportation

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.

Date: ______________________________

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: ______________________________
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: ______________________________
For the New York State Comptroller
Pursuant to State Finance Law (Section 112)
A. **Request for Evaluation of Safety and Enforcement Program**

At least two weeks prior to the commencement of work to be covered by this contract, NYSDOT shall request the Contractor to evaluate the safety and enforcement concerns associated with NYSDOT's general supervision of the planned construction and/or maintenance work. The request shall be directed to the Office of the Chief of Patrol of the SCPD.

B. **Meeting and Site Inspection**

As soon after this notification as possible representatives of the Contractor and NYSDOT shall meet for the purpose of reviewing the details of the planned construction and/or maintenance work. This meeting shall include a site inspection at the time of day when the planned construction and/or maintenance activity would occur.

C. **Contractor Safety and Enforcement Evaluation**

As soon as practical, but in no event later than four (4) days prior to the planned commencement of work to be covered under this contract, the Contractor shall identify the safety and enforcement issues associated with the planned construction and/or maintenance work and the proposed deployment of Contractor personnel which in the judgment of the Contractor is necessary to protect the public. The Contractor shall provide the Engineer in Charge of the construction project or Resident Maintenance Engineer of the maintenance project with this evaluation.

D. **NYSDOT Action**

Within one business day of receipt of the evaluation by the Engineer in Charge or Resident Maintenance Engineer, NYSDOT shall notify the Contractor that:

i. the evaluation is acceptable, or
ii. the evaluation requires further discussion, or
iii. the NYSDOT does not intend to take any action with respect to the planned construction and/or maintenance work under this contract.

E. **Effect of NYSDOT Notice**

Where the NYSDOT finds the evaluation acceptable, the provisions of paragraph F of this Protocol and Work Program shall apply.

Where the NYSDOT finds the evaluation to require further discussion, the NYSDOT Region 10 Construction Engineer or Resident Maintenance Engineer and the Contractor's Second Deputy Chief of Patrol shall meet and resolve to place the planned work in category D (i) or D (ii) forthwith.

Where the NYSDOT does not intend to take any action under this contract the matter is concluded and this Protocol shall have no further force and effect with respect to the work in question. Nothing in this Protocol or Agreement shall preclude the NYSDOT from arranging for New York State Police patrols in connection with the construction and/or maintenance work determined to be in this category D (iii).
F. Effect of Accepting the Evaluation

Where the Contractor has concluded that the planned construction and/or maintenance work requires dedicated police officers to ensure the safety of the public and work site and the proper enforcement of laws, the Contractor shall provide the services identified in the evaluation and the NYSDOT shall be responsible for the cost of such effort in accordance with Schedule A and the Budget under this Contract.

Where the Contractor has concluded that some service less than dedicated police officers, including but not limited to intensive patrol of the construction or maintenance site to be a special detail within the officer’s post or otherwise, the Contractor shall implement the plan and the payment provisions of this contract shall not apply.

G. Miscellaneous

i. Contractor personnel on the construction or maintenance site shall remain under the control of their commanding officers.

ii. NYSDOT personnel on the construction or maintenance site will be responsible for progressing construction/maintenance in the work site in accordance with the Construction contract or Maintenance Guidelines, including but not limited to the plan for the maintenance and protection of traffic unless and until the police officer clearly takes control of the site in connection with an incident or for other law enforcement reasons.

iii. The officer assigned to patrol the site and the NYSDOT Engineer in Charge or Regional Maintenance Engineer shall communicate frequently on matters which in either’s opinion affect safety or law enforcement.

iv. The Contractor shall identify for the Engineer in Charge and the Resident Maintenance Engineer means of rapid and efficient communication with any police officer assigned to duties in connection with paragraph F of this Protocol and Work Program.

H. Contractor’s Eligible Costs are intended to include all costs actually incurred by the contractor. These costs are:

(i) The overtime rate of pay of the officer actually utilized and as found in the labor contract in effect on the date of performance. In the event a labor contract is subsequently renewed at different rates of pay and is retroactive in scope, the Contractor may resubmit and be reimbursed at the new rate. The overtime rate of pay of the Desk Officer and Head Clerk will also be reimbursed up to three (3) hours per week for the Desk Officer and up to one (1) hour per week for the Head Clerk, with up to an additional four (4) hours per quarter for the Head Clerk to compile quarterly claims data.

(ii) Actual retirement pension costs which are calculated using a multiplier of 24.0% times actual labor costs for Police Officers and 17.0% for the Clerk. Pension costs are sometimes adjusted retroactively by the State. The Contractor may resubmit and be reimbursed for actual cost increases that are incurred by a multiplier adjustment that is applied retroactively.

(iii) Social security multiple of 1.45% for Police Officers and 7.65% for the Head Clerk, and any subsequent increase made by federal law.

(iv) Meal allowances pursuant to labor contract and actually paid.

(v) One way personal field mileage allowance for Police Officers, from home to the location of their assigned police vehicle, pursuant to labor contract and actually paid.

(vi) Police vehicle use based on $10.65 per hour assignment, as agreed by both parties as reasonable.

I. Contract Funds

<table>
<thead>
<tr>
<th>Year</th>
<th>Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>$875,000</td>
</tr>
<tr>
<td>2020</td>
<td>$750,000</td>
</tr>
<tr>
<td>2021</td>
<td>$775,000</td>
</tr>
</tbody>
</table>

Total Estimate = $2,400,000
SCHEDULE B
WORK PROGRAM AND BUDGET
SUFFOLK COUNTY

For the Period: January 1, 2019 – December 31, 2021

General Scope:

Provision by SCPD to provide traffic control and dedicated law enforcement efforts for various NYSDOT construction and maintenance projects in Suffolk County.

Note: Each "day" or "night" shall generally mean an 8-hour shift unless otherwise indicated.

JANUARY 1, 2019 - DECEMBER 31, 2019

Task 1.1(19) PIN 0016.27 - NY112 & CR16 Intersection Improvements

- Expected closing as determined by the E.I.C. for total of (35) days. It is on as needed basis, A.O.B.E.
- One Police Officer and one vehicle for each closure.

Task 1.2(19) PIN 0030.14 - NY454 Drainage Feuerisen to Johnson

- Some night work beginning January, 2019 through December, 2019.
- Expected closing 8 hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of two (2) weeks for a total of ten (10) nights.
- One Police Officer with vehicle per night for each closure

Task 1.3(19) PIN 0042.41 - NY25 Pedestrian Improvements

- Expected closing as determined by the E.I.C. for total of thirty (30) weekdays for Suffolk. It is on as needed basis A.O.B.E.
- One Police Officer with vehicle for each closure.

Task 1.4(19) PIN 0059.26 - NY 27 Suffolk Bridge Repairs

- Expected closing from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of six (6) weeks for a total of thirty (30) nights.
- One Police Officer with vehicle per night for each closure.

Task 1.5(19) PIN 0059.27 - NY27 Oakdale Merge Interchange Improvements

- Some night work beginning January, 2019 through June, 2019.
- Expected closing hours from 10.00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of thirty (30) days/night.
- One Police Officer with vehicle for each closure.
Task 1.6(19) PIN 0T15.85 - Durable Pavement Marking

- Night work beginning February, 2019 through December, 2019.
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of four (4) weeks, for a total of twenty (20) nights.
- One Police Officer with vehicle per night for each closure.

Task 1.7(19) PIN 0T18.93 - Sign Requirements

- Work beginning October, 2019 through December, 2019.
- Closings are expected Monday through Friday for a total of two (2) weeks, for a total of ten (10) days/night.
- One Police Officer with vehicle per each closure.

Task 1.8(19) PIN 0T20.03 - Concrete Pavement Restoration

- Night work beginning June, 2019 through December, 2019.
- Expected closing hours from 10PM to 5AM.
- Closings are expected Monday through Friday for a total of two (2) weeks, for a total of ten (10) nights.
- One Police Officer with vehicle per each closure.

Task 1.9(19) PIN 0T21.10 - Traffic Signal & Lighting Requirements

- Some night work beginning August, 2019 through December, 2019.
- Expected closing hours from 10:00 PM. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of ten (10) nights.
- One Police Officer with vehicle per each closure.

Task 1.10(19) PIN 0T21.71 - Bridge Repair Where & When

- Expected closings as determined by the E.I.C. for total of (20) days for Suffolk. It is on as needed basis, A.O.B.E.
- One Police Officer with vehicle for each closure.

Task 1.11(19) PIN 0T22.06 - Overhead Sign Structure Replacement

- Some night work beginning March, 2019 through December, 2019.
- Expected closing hours from 10:00 P.M. to 9:00 A.M.
- Closings are expected Monday through Friday for a total of four (4) weeks, for a total of twenty (20) days/nights.
- One Police Officer with vehicle per night for each closure.

Task 1.12(19) PIN 0112.60 - NY110 Pedestrian Safety Improvements

- Expected closings are expected Monday through Friday for a total of four (4) weeks for a total of twenty (20) days/nights.
- One Police Officer with vehicle per night/day for each closure.
Task 1.13(19) PIN 0229.48 – I495/Crooked Hill Rd Interchange Construction

- Some night work beginning January, 2019 through December, 2019.
- Expected closing hours from 10:00 PM. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of twelve (12) weeks, for a total of sixty (60) nights.
- One Police Officer with vehicle per night for each closure

Task 1.14(19) PIN 0761.35 – Wait Whitman/I495 Bridge Widening

- Some night work beginning February, 2019 through December, 2019.
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of six (6) weeks for a total of thirty (30) days/nights.
- One Police Officer with vehicle for each closure.

Task 1.15(19) PIN 0809.64 – Traffic Signal & Lighting Requirements

- Some night work beginning January, 2019 through June, 2019.
- Expected closing hours from 10:00 PM. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of ten (10) nights.
- One Police Officer with vehicle per night for each closure

Task 1.16(19) PIN 0809.65 – Bridge Painting

- Some night work beginning January, 2019 through February, 2019.
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of two (2) weeks for a total of ten (10) nights.
- One Police Officer with vehicle per night for each closure

Task 1.17(19) PIN 0809.71 – Sign Requirements

- Closings are expected Monday through Friday for a total of three (3) weeks, for a total of fifteen (15) days/nights.
- One Police Officer with vehicle for each closure.

Task 1.18(19) PIN 0809.72 – Durable Pavement Marking

- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of seven (7) weeks for a total of thirty five (35) nights.
- Two Police Officers with two vehicles per night for each closure.

Task 1.19(19) Maintenance Group Various Operations Suffolk County

Route I495 – Long Island Expressway
- Routine maintenance operations scheduled throughout the year for
the length of the LIExpressway through Suffolk County.

- Night work beginning April 2019 through December 2019.
- Expected closings will generally occur on a Tuesday, Wednesday or Thursday night from 10:00 P.M. through 5:00 A.M. for a total of thirty (30) nights.
- Initially, three (3) officers with three (3) vehicles required to direct traffic off the LIExpressway mainline and onto the service road while the detour is put in place. After the detour is set up, one (1) police officer with vehicle will be needed for the duration of the closure (maximum eight (8) hours per night).
- Hours needed for police services may vary depending on maintenance needs and work site. See Resident Maintenance Engineer (R.M.E.) for project specific details.
- The LIExpressway closures are done in sections as follows: the Nassau/Suffolk line to Exit 52; from Exit 52 to Exit 60; and from Exit 60 to Exit 64. Both EB and WB directions will be required and will not close concurrently.

Task 1.20(19)  
Design/Structures Group Various Operations Suffolk County

- Bridge Inspections
- Overhead Sign Inspections
- Miscellaneous Design Field Work

Task 1.21(19)  
Construction Group Various PIN’s Suffolk County

- Any other projects that the NYSDOT may give notice to the SCPD as described in paragraph A under Schedule A: Protocol and Work Program and Budget.
Task 1.1(20) PIN 0016.27 - NY112 & CR16 Intersection Improvements

- Expected closing as determined by the E.I.C. for total of (20) days. It is on as needed basis, A.O.B.E.
- One Police Officer and one vehicle for each closure.

Task 1.2(20) PIN 0030.14 - NY454 Drainage Feuerring to Johnson

- Expected closing 8 hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of two (2) weeks for a total of ten (10) nights.
- One Police Officer with vehicle per night for each closure.

Task 1.3(20) PIN 0042.41 - NY25 Pedestrian Improvements

- Expected closing as determined by the E.I.C. for a total of ten (10) days. It is on as needed basis A.O.B.E.
- One Police Officer with vehicle for each closure.

Task 1.4(20) PIN 0T14.89 - Bridge Repairs

- Expected closing from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of eight (8) weeks, for a total of forty (40) days/night.
- One Police Officer with vehicle for each closure.

Task 1.5(20) PIN 0T15.85 - Durable Pavement Marking

- Expected closing 8 hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of two (2) weeks for a total of ten (10) nights.
- One Police Officer with vehicle per night for each closure.

Task 1.6(20) PIN 0T18.93 - Sign Requirements

- Closings are expected Monday through Friday for a total of four (4) weeks, for a total of twenty (20) days/night.
- One Police Officer with vehicle for each closure.

Task 1.7(20) PIN 0T20.03 - Concrete Pavement Restoration

- Expected closing hours from 10PM to 6AM.
- Closings are expected Monday through Friday for a total of two (2) weeks, for a total of ten (10) nights.
- One Police Officer with vehicle per night for each closure

Task 1.8(20) PIN 0T20.95 - Crack Sealing Contract

- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday nights for a total of two (2) weeks for a total of ten (10) nights
- One Police Officer with vehicle per night for each closure

Task 1.9(20) PIN 0T21.01 - Durable Pavement Marking

- Expected closing 8 hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of six (6) weeks for a total of thirty (30) nights.
- One Police Officer with vehicle per night for each closure

Task 1.10(20) PIN 0T21.10 - Traffic Signal & Lighting Requirements

- Expected closing hours from 10:00 PM. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of ten (10) nights.
- One Police Officer with vehicle per night for each closure

Task 1.11(20) PIN 0T22.06 - Overhead Sign Structure Replacement

- Closings are expected Monday through Friday for a total of two (2) weeks, for a total of ten (10) days/night.
- One Police Officer with vehicle for each closure.

Task 1.12(20) PIN 029.48 - I495/Crooked Hill Rd Interchange Construction

- Expected closing hours from 10:00 PM. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of four (4) weeks, for a total of twenty (20) nights.
- One Police Officer with vehicle per night for each closure

Task 1.13(20) PIN 0781.35 - Walt Whitman/I495 Bridge Widening

- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of eight (8) weeks for a total of forty (40) days/night.
- One Police Officer with vehicle for each closure.

Task 1.14(20) PIN 0809.71 - Sign Requirements
• Closings are expected Monday through Friday for a total of two (2) weeks, for a total of ten (10) days/night.
• One Police Officer with vehicle for each closure.

**Task 1.15(20)**  
**Maintenance Group Various Operations Suffolk County**  
Route I495 – Long Island Expressway

• Routine maintenance operations scheduled throughout the year for the length of the LIE through Suffolk County.
• Night work beginning April 2020 through December 2020.
• Expected closings will generally occur on a Tuesday, Wednesday or Thursday night from 10:00 P.M. through 5:00 A.M. for a total of thirty (30) nights.
• Initially, three (3) officers with three (3) vehicles required to direct traffic off the LIE mainline and onto the service road while the detour is put in place. After the detour is set up, one (1) police officer with vehicle will be needed for the duration of the closure (maximum eight (8) hours per night).
• Hours needed for police services may vary depending on maintenance needs and work site. See Resident Maintenance Engineer (R.M.E.) for project specific details.
• The LIE closures are done in sections as follows: the Nassau/Suffolk line to Exit 52; from Exit 52 to Exit 60; and from Exit 60 to Exit 64. Both EB and WB directions will be required and will not close concurrently.

**Task 1.16(20)**  
**Design/Structures Group Various Operations Suffolk County**

• Bridge Inspections
• Overhead Sign Inspections
• Miscellaneous Design Field Work

**Task 1.17(20)**  
**Construction Group Various PIN's Suffolk County**

• Any other projects that the NYSDOT may give notice to the SCPD as described in paragraph A under Schedule A: Protocol and Work Program and Budget.
JANUARY 1, 2021 - DECEMBER 31, 2021

Task 1.1(21) PIN 0016.27 - NY112 Reconstruction I 495 to Granny Rd

- Expected closing as determined by the E.I.C. for a total of four (4) weeks for a total of twenty (20) days. It is on a non-basis, A.O.B.E.
- One Police Officer and one vehicle for each closure.

Task 1.2(21) PIN 0809.82 - Traffic signal & Lighting Requirements

- Some night work beginning January, 2021 through April, 2021.
- Closings are expected Monday through Friday for a total of one (1) week for a total of five (5) nights.
- One Police Officer with vehicle per night for each closure.

Task 1.3(21) PIN 0042.41 - NY25 Pedestrian Improvements

- Some work beginning January, 2021 through April, 2021.
- Expected closing as determined by the E.I.C. for a total of 5(1) days. It is on a non-basis, A.O.B.E.
- One Police Officer with vehicle for each closure.

Task 1.4(21) PIN 0809.99 - Sign Requirements

- Closings are expected Monday through Friday for a total of four (4) weeks, for a total of twenty (20) days/night.
- One Police Officer with vehicle for each closure.

Task 1.5 (21) PIN 0809.97 - Bridge Deck Replacement and Repair

- Closings are expected Monday through Friday for a total of eight (8) weeks, for a total of forty (40) days/night.
- One Police Officer with vehicle for each closure.

Task 1.6(21) PIN 072165 - Bridge Cleaning

- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of four (4) weeks, for a total of twenty (20) nights.
- One Police Officer with vehicle per night for each closure.

Task 1.7(21) PIN 072101 - Durable Pavement Markings
- Expected closing as determined by the E.I.C. for a total of three weeks for a total of fifteen (15) days. It is on as needed basis A.O.B.E.
- One Police Officer with vehicle for each closure.

**Task 1.8(21) PIN 0T 1693 - Priority Surface Treatments**

- Night work beginning April, 2021 through August, 2021.
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of four (4) weeks for a total of twenty (20) nights.
- One Police Officer with vehicle per night for each closure

**Task 1.9(21) PIN 0T 2573 - PM Drainage Clean/ Repair/ Replace**

- Some work from January, 2021 through December, 2021.
- Expected closing as determined by the EIC for a total of four (4) weeks for a total of twenty (20) nights.
- One Police Officer with vehicle per night for each closure.

**Task 1.10(21) PIN 0030.15 - NY454 Drainage Johnson to Broadway**

- Some night work beginning January, 2021 through December, 2021.
- Expected closing hours from 10:00 PM to 6:00 AM.
- Closings are expected Monday through Friday for a total of four (4) weeks total of twenty (20) nights.
- One Police Officer with vehicle per night for each closure

**Task 1.11(21) PIN 0T 2058 - Regional Where and When**

- Expected closings as determined by the E.I.C. for total of (20) days for Suffolk. It is on as needed basis, A.O.B.E.
- One Police Officer with vehicle for each closure.

**Task 1.12(21) PIN 0T 2050 - Concrete Pavement Restoration**

- Expected closing hours from 10PM to 6AM.
- Closings are expected Monday through Friday for a total of two (2) weeks, for a total of ten (10) day/night.
- One Police Officer with vehicle per night for each closure

**Task 1.13(21) PIN 0T 2015 - Priority Resurfacing**

- Night work beginning April, 2021 through December, 2021.
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of seven (7) weeks, for a total of thirty-five (35) nights.
- One Police Officer with vehicle per night for each closure.
Task 1.14(20) PIN DT 1863 - Overhead Sign Structure Replacement

- Some night work beginning January, 2021 through November 2021.
- Closings are expected Monday through Friday for a total of one (1) week, for a total of five (5) days/night.
- One Police Officer with vehicle for each closure.

Task 1.15(21) Maintenance Group Various Operations Suffolk County
Route I495 – Long Island Expressway

- Routine maintenance operations scheduled throughout the year for the length of the LIE through Suffolk County.
- Night work beginning April 2021 through December 2021.
- Expected closings will generally occur on a Tuesday, Wednesday or Thursday night from 10:00 P.M. through 5:00 A.M. for a total of thirty (30) nights.
- Initially, three (3) officers with three (3) vehicles required to direct traffic off the LIE mainline and onto the service road while the detour is put in place. After the detour is set up, one (1) police officer with vehicle will be needed for the duration of the closure (maximum eight (8) hours per night).
- Hours needed for police services may vary depending on maintenance needs and work site. See Resident Maintenance Engineer (R.M.E.) for project specific details.
- The LIE closures are done in sections as follows: the Nassau/Suffolk line to Exit 52; from Exit 52 to Exit 60; and from Exit 60 to Exit 64. Both EB and WB directions will be required and will not close concurrently.

Task 1.16(21) Design/Structures Group Various Operations Suffolk County

- Bridge Inspections
- Overhead Sign Inspections
- Miscellaneous Design Field Work

Task 1.17(21) Construction Group Various PIN's Suffolk County

- Any other projects that the NYSDOT may give notice to the SCPD as described in paragraph A under Schedule A: Protocol and Work Program and Budget.
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<th>Title</th>
<th>Base/Flat Hourly Rate</th>
<th>Retirement Fringe @24.0%</th>
<th>Hourly Rate w/ Retirement Fringe</th>
<th>Social Security Fringe @1.45%</th>
<th>Hourly Rate w/Retire, Soc. Sec. Fringes</th>
<th>Hourly Vehicle Use Fringe</th>
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* Wages are subject to labor agreements in force and may vary from those shown in accordance with Schedule A, Section “H” of this Agreement.

Meal & mileage allowance in accordance with Schedule A, Section “H” of this Agreement is not included in this Total Hourly Rate with Fringe.

End of Schedule “B”
APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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

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

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee’s identification number. The number is any or all of the following: (i) the payee’s Federal employer identification number, (ii) the payee’s Federal social security number, and/or (iii) the payee’s Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

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

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

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

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

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

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

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.
19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

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

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

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

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

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

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

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

23. **COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract,
and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)
(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) Withholding of payments to the contractor under the contract until the contractor complies; and/or
(b.) Cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
APPENDIX B
REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT’s web site at: http://www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: http://www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. NON DISCRIMINATION. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of,
or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

**FEDERAL SINGLE AUDIT REQUIREMENTS**

Non-Federal entities that expend $750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except
as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B—Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency¹ the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE

The Catalog of Federal Domestic Assistance (CFDA²), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.
Additional CFDA numbers for other transportation and non-transportation related programs are:
20.215  Highway Training and Education
20.219  Recreational Trails Program
20.XXX  Highway Planning and Construction - Highways for LIFE;
20.XXX  Surface Transportation Research and Development;
20.500  Federal Transit-Capital Investment Grants
20.505  Federal Transit-Metropolitan Planning Grants
20.507  Federal Transit-Formula Grants
20.509  Formula Grants for Other Than Urbanized Areas
20.600  State and Community Highway Safety
23.003  Appalachian Development Highway System
23.008  Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

¹The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.
²http://www.cfda.gov/
In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor’s work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

  (1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

  (2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor’s work is satisfactorily completed.

  (3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor’s work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

  (1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

  (2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

  (3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS

In accordance with 46 CFR 381, the contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or
commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.
### Financial Impact

#### 2019 Property Tax Levy

**COST TO THE AVERAGE TAXPAYER**

<table>
<thead>
<tr>
<th>Fund</th>
<th>2019 Property Tax Levy</th>
<th>2019 Cost to Avg Taxpayer</th>
<th>2019 FEV Tax Rate per $1000</th>
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<tr>
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<td>$0.00</td>
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<td>TOTAL</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, 2017.
3. Source for equalization rates: 2018 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
1. Type of Legislation

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

ACCEPTING AND APPROPRIATING $2,400,000 IN GRANT FUNDING FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR PROVISION OF DEDICATED TRAFFIC ENFORCEMENT IN THE VICINITY OF CERTAIN HIGHWAY CONSTRUCTION PROJECTS WITH 100% SUPPORT

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>
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</thead>
<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
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<tr>
<td>Library District</td>
<td>Fire District</td>
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</table>

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

This resolution provides $2,400,000 for Dedicated Traffic Enforcement.

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

This grant must be expended between January 1, 2019 and December 31, 2021.

8. Proposed Source of Funding

NYS Department of Transportation

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer

Tricia Saunders  Principal Research Analyst

11. Signature of Preparer

12. Date

2-22-19  December 21, 2018

SCIN FORM 175b (10/95)  Page 1 of 2
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the Ce Reso Review Filing Date associated with the date you would like the legislation LOT, you must contact Intergovernmental Relations.

Unless otherwise specifically requested, legislation received after the Ce Reso Review Filing Date will be LOT at the next General Meeting.

<table>
<thead>
<tr>
<th>CE Reso Review Filing Deadline <em>Wednesday at 5pm UNLESS OTHERWISE NOTED</em></th>
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<th>Earliest Possible Vote</th>
<th>Cycle for which attached legislation is submitted</th>
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<td>3/26/19</td>
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<tr>
<td>5/22/19</td>
<td>6/4/19</td>
<td>6/18/19</td>
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<tr>
<td>6/5/19</td>
<td>6/18/19 4pm start Riverhead GM + Committees</td>
<td>7/16/19</td>
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<tr>
<td>CE Reso Review Filing Deadline</td>
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<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Wednesday at 5pm UNLESS OTHERWISE NOTED</td>
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<td>WED 9/4/19</td>
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</tr>
<tr>
<td>7/3/19</td>
<td>7/16/19</td>
<td>WED 9/4/19</td>
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<tr>
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<tr>
<td>11/13/19</td>
<td>11/26/19</td>
<td>12/17/19</td>
<td></td>
</tr>
<tr>
<td>11/21/19 NO LATE STARTERS</td>
<td>12/3/19 WARRANTS ONLY</td>
<td>12/17/19</td>
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<tr>
<td>Election Year – All bills die at end of calendar year</td>
<td>12/17/19</td>
<td>12/17/19</td>
<td></td>
</tr>
</tbody>
</table>

Date: 2/14/19

Department/Agency: Police Department

Legislation type (check all that apply)

- X Resolution (other than capital appropriations/appointments/re-appointments)
- ______ Local Law
- ______ Charter Law
- ______ Capital Appropriation with Bond
- ______ Capital Appropriation without Bond
- ______ Capital Budget Amendment
- ______ Operating Budget Amendment
- ______ New Appointment
- ______ Re-appointment
- ______ Consent Calendar {ex. Technical Correction, 100% grant, LL-16}
Title of legislation:

ACCEPTING AND APPROPRIATING $2,400,000 IN GRANT FUNDING FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR PROVISION OF DEDICATED TRAFFIC ENFORCEMENT IN THE VICINITY OF CERTAIN HIGHWAY CONSTRUCTION PROJECTS WITH 100% SUPPORT

Layman’s summary: This resolution will allow us to accept $2,400,000 in funding for the provision of dedicated traffic enforcement in the vicinity of certain highway projects.

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

Other department(s) impacted, explanation of impact:

None

Are impacted department(s) aware of legislation?

N/A

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):
Proposed contract between Suffolk County and the NYS DOT.
RESOLUTION NO. -2019, TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGE-BACKS ON REAL PROPERTY CORRECTION OF ERRORS BY: COUNTY LEGISLATURE (CONTROL NO. 1075-2019)

WHEREAS, the Director of the Real Property Tax Service Agency, under appropriate sections of the Real Property Tax Law, will cause to have investigated and a determination made as to whether those submitted "Correction of Error" items which would amend the assessment and tax rolls shall be recommended for approval (or recommended for denial) to the Suffolk County Legislature; and

WHEREAS, the County Legislature of the County of Suffolk may cancel assessments, grant refunds of taxes in case of correction of errors on the assessment and tax rolls, and pursuant to the provisions of the Real Property Tax Law; and

WHEREAS, the properties represented by the tax item number and/or Suffolk County Tax Map Number and indicated below have been duly investigated by the Real Property Tax Service Agency, and the procedures of the Real Property Tax Law having been fully complied with, together with documentation and amended tax statements placed on file with the County, as submitted by the appropriate Assessor and/or Receiver of Taxes; then

BE IT RESOLVED, that the taxes for the properties represented by the tax item number and/or Suffolk County Tax Map Number, as shown, for the year or years specified be readjusted or refunded in full or part in the amount set opposite each such parcel as herein indicated; and

BE IT FURTHER RESOLVED, that the amount of such refund, if tax paid or charge-back, be made to the respective TOWN as provided by law.

<table>
<thead>
<tr>
<th>KEY</th>
<th>EXPLANATION</th>
<th>RPTL SEC</th>
<th>LIMITATIONS</th>
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<tr>
<td>B</td>
<td>Unlawful Entry</td>
<td>556</td>
<td>3 years</td>
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<tr>
<td>C</td>
<td>Error in Essential Fact</td>
<td>556a</td>
<td>3 years</td>
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# Resolution No. 1075-2019

## (A/B - Chapter 634 Laws 1976) (C - Chapter 124 Laws 1975)

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<th>Corrected Tax</th>
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*As Provided and Requested By Town Assessor or Receiver of Taxes*

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
   TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGE-BACKS ON REAL PROPERTY CORRECTION OF ERRORS

3. Purpose of Proposed Legislation  Yes ___  No ___

SEE NO. 2 ABOVE

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

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

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

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

8. Proposed Source of Funding
   Suffolk County Comptroller

9. Timing of Impact
   2018

   [Signature]
   A. Pollack  RPAT II

10. Typed Name & Title of Preparer
11. Signature of Preparer
12. Date  February 20, 2019
Additional back-up material regarding

IR 1199 is on file in the Legislative Clerk’s Office
RESOLUTION NO. 2019, ACCEPTING AND APPROPRIATING ADDITIONAL GRANT FUNDING IN THE AMOUNT OF $15,000 FROM THE STATE OF NEW YORK GOVERNOR’S TRAFFIC SAFETY COMMITTEE PASSED THROUGH THE STOP-DWI FOUNDATION FOR THE SUFFOLK COUNTY STOP-DWI PROGRAM TO FUND DWI ENFORCEMENT RELATED HIGH VISIBILITY ROAD CHECK PATROLS WITH 100% SUPPORT

WHEREAS, the State of New York Governor’s Traffic Safety Committee has awarded $15,000 in Federal Highway Safety pass-through funds to the STOP-DWI Foundation for the Suffolk County STOP-DWI Program to fund high visibility road check patrols by the Suffolk County Police Department and the Office of the Suffolk County Sheriff; and

WHEREAS, said high visibility road check patrols will target enforcement of DWI laws to increase highway safety; and

WHEREAS, the operational period of the Program will be from October 1, 2018 through September 30, 2019; and

WHEREAS, said grant funds totaling $15,000 have not been included in the 2019 Suffolk County Operating Budget; now, therefore be it

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

STOP-DWI Crackdown 2018 - $15,000

REVENUE:

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<th>Department</th>
<th>Unit</th>
<th>Revenue Code</th>
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ORGANIZATIONS:

Suffolk County Sheriff (SHF)
STOP-DWI Crackdown 2018
003-SHF-3697 - $5,000

1000-PERSONAL SERVICES: $5,000

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<th>Unit</th>
<th>Object</th>
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Suffolk County Police (POL)
STOP-DWI Crackdown 2018
003-POL-3200 - $10,000

1000-PERSOINAL SERVICES: $10,000

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<th>Dept</th>
<th>Budget Type</th>
<th>Unit</th>
<th>Object</th>
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<td>1120</td>
<td>0000</td>
<td>Overtime Salaries</td>
<td>$10,000</td>
</tr>
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</table>

2nd RESOLVED, that the County Executive is authorized to execute any Agreement with the GTSC, as necessary, to secure said funds, and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

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

ACCEPTING AND APPROPRIATING ADDITIONAL GRANT FUNDING IN THE AMOUNT OF $15,000 FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE PASSED THROUGH THE STOP-DWI PROGRAM TO FUND DWI ENFORCEMENT RELATED HIGH VISIBILITY TOAD CHECK PATROLS WITH 100% SUPPORT.

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>
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<tbody>
<tr>
<td>Village</td>
<td>School District</td>
<td>Other (Specify):</td>
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<tr>
<td>Library District</td>
<td>Fire District</td>
<td></td>
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</table>

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

This resolution provides $15,000 for DWI.

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

This grant must be expended between October 1, 2018 and September 30, 2019.

8. Proposed Source of Funding

NYS

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer

Tricia Saunders
Principal Research Analyst

11. Signature of Preparer

12. Date

February 22, 2019
# FINANCIAL IMPACT
2019 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

## GENERAL FUND

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## POLICE DISTRICT AND DISTRICT COURT

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## COMBINED

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<tr>
<td>TOTAL</td>
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<td>$0.00</td>
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## NOTES:
3) SOURCE FOR EQUALIZATION RATES: 2018 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
2019 Intergovernmental Relations Legislative Calendar & Cover Sheet

*The earliest a Local Law can be voted on is two cycles after it is Laid on the Table, to allow for the requisite public hearing.

If you are filing legislation after the Ce Reso Review Filing Date associated with the date you would like the legislation LOT, you **must** contact Intergovernmental Relations.

**Unless otherwise specifically requested, legislation received after the Ce Reso Review Filing Date will be LOT at the next General Meeting.**

<table>
<thead>
<tr>
<th>CE Reso Review Filing Deadline <em>Wednesday at 5pm UNLESS OTHERWISE NOTED</em></th>
<th>Laid on the Table</th>
<th>Earliest Possible Vote</th>
<th>Cycle for which attached legislation is submitted</th>
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<td>6/4/19</td>
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<td>6/18/19 4pm start Riverhead GM + Committees</td>
<td>7/16/19</td>
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Title of legislation:

ACCEPTING AND APPROPRIATING GRANT FUNDING IN THE AMOUNT OF $45,500 FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE PASSED THROUGH THE STOP-DWI FOUNDATION FOR THE SUFFOLK COUNTY STOP-DWI PROGRAM TO FUND DWI ENFORCEMENT RELATED HIGH VISIBILITY ROAD CHECK PATROLS WITH 100.00% SUPPORT

Layman's summary:

Accepting additional grant funds ($15,000) for enforcement of DWI laws

New or recurring/repeat legislation (if not new, please provide succinct chronological history of legislation):

New

Other department(s) impacted, explanation of impact:

The Suffolk County Police Department and the Office of the Suffolk County Sheriff will receive funds from the grant awarded to and administered by the Suffolk County Probation Department's STOP-DWI Program

Are impacted department(s) aware of legislation?

Yes

List of back-up documentation filed with legislation (if not yet filed but pending, please indicate):

Award Letter
February 12, 2019

Richard Finn
Suffolk County STOP-DWI
395 Oser Avenue
Hauppauge, NY 11788

Re: Allocation of Additional Crackdown Funds

Dear Richard:

As you are aware Suffolk County was allocated $45,500.00 in crackdown funds for the grant cycle of October 1, 2018 through September 30, 2019.

Please accept this letter as official notification that effective today the NYS STOP-DWI Foundation has increased the Suffolk County allotted crackdown money by an additional $15,000.00. This additional allocation is subject to use under the same criteria as the original funds granted.

Should you have any questions or require any additional information, please feel free to contact me or Grant Administrator, Pam Aini.

Sincerely,

Reginald Crowley

Reginald Crowley, Chairperson
NYS STOP-DWI Foundation, Inc.
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution  X  Local Law   Charter Law

2. Title of Proposed Resolution

ACCEPTING AND APPROPRIATING ADDITIONAL GRANT FUNDING IN THE AMOUNT OF $15,000 FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE PASSED THROUGH THE STOP-DWI FOUNDATION FOR THE SUFFOLK COUNTY STOP-DWI PROGRAM TO FUND DWI ENFORCEMENT RELATED HIGH VISIBILITY ROAD CHECK PATROLS WITH 100.00% SUPPORT

3. Purpose of Proposed Legislation

To accept $15,000 in additional grant funding which will enable the Suffolk County Police Department and the Office of the Suffolk County Sheriff to perform DWI enforcement related High Visibility Road Checks.

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 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: NONE TO THE COUNTY

8. Proposed Source of Funding


9. Timing of Impact

Immediate

10. Typed Name & Title of Preparer
Douglas Death
Highway Safety Program Manager

11. Signature of Preparer

12. Date
2/20/2019

SCIN FORM NO. 175b (10/95)
RESOLUTION NO. -2019, TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGE-BACKS ON REAL PROPERTY CORRECTION OF ERRORS BY: COUNTY LEGISLATURE (CONTROL NO. 1076-2019)

WHEREAS, the Director of the Real Property Tax Service Agency, under appropriate sections of the Real Property Tax Law, will cause to have investigated and a determination made as to whether those submitted "Correction of Error" items which would amend the assessment and tax rolls shall be recommended for approval (or recommended for denial) to the Suffolk County Legislature; and

WHEREAS, the County Legislature of the County of Suffolk may cancel assessments, grant refunds of taxes in case of correction of errors on the assessment and tax rolls, and pursuant to the provisions of the Real Property Tax Law; and

WHEREAS, the properties represented by the tax item number and/or Suffolk County Tax Map Number and indicated below have been duly investigated by the Real Property Tax Service Agency, and the procedures of the Real Property Tax Law having been fully complied with, together with documentation and amended tax statements placed on file with the County, as submitted by the appropriate Assessor and/or Receiver of Taxes; then

BE IT RESOLVED, that the taxes for the properties represented by the tax item number and/or Suffolk County Tax Map Number, as shown, for the year or years specified be readjusted or refunded in full or part in the amount set opposite each such parcel as herein indicated; and

BE IT FURTHER RESOLVED, that the amount of such refund, if tax paid or charge-back, be made to the respective TOWN as provided by law.

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</tbody>
</table>
*As Provided and Requested By Town Assessor or Receiver of Taxes*

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
NOTE: THIS IS NOT A GRIEVANCE FORM. THIS IS A TAXPAYER'S APPLICATION FOR COUNTY REVIEW OF A POSSIBLE ERROR IN AN ASSESSMENT. SEPARATE APPLICATION IS REQUIRED FOR EACH TAX YEAR.

ANSWER ALL QUESTIONS

1. APPLICANT: RICHARD P. DEBRAGGA
   PHONE: 451-6300

   ADDRESS: 1 INDEPENDENCE HILL FARMINGVILLE NY
   ZIP: 11738

   OWNER: MULTIPLE
   10 Owners

   ADDRESS: MULTIPLE
   10 Parcels

3. TAX BILL ADDRESS OF PROPERTY: MULTIPLE

   SC TAX MP: MULTI
   SEC: ______
   BLOCK: ______

   TAX BILL ITEM #: MULTI
   LOT ______
   TX BILL YR 2018/19

REASON: CHECK EITHER 5, 6 OR 7. CHECK ONE SENTENCE THAT BEST DESCRIBES YOUR ERROR

5. (X) CLERICAL ERROR-RPTL 550 SEC 2 (RPTL 550 SEC 556-3 YEAR LIMIT)
   PARA. A (X) MISTAKE IN TRANSCRIPTION
   B ( ) MATHEMATICAL COMPUTATION-PARTIAL EXEMPTION
   C ( ) FAILURE OF ASSESSOR TO ACT ON A PARTIAL EXEMPTION
   D ( ) MATHEMATICAL COMPUTATION-EXTENSION OF TAX
   E ( ) SPECIAL BENEFIT ASSESSMENT
   F ( ) DOUBLE ASSESSMENT
   G ( ) ARITHMETICAL MISTAKE
   H ( ) INCORRECT ENTRY OF A RELIEVED SCHOOL TAX-PREVIOUSLY SAID
   I ( ) MISTAKE IN TRANSCRIPTION OF A RELIEVED SCHOOL TAX

6. ( ) UNLAWFUL ENTRY RPTL 550 SEC 7 (RPTL 550 SEC 556-3 YEAR LIMIT)
   PARA. B ( ) OUTSIDE BOUNDARIES OF ASSESSING UNIT
   C ( ) ENTRY ON ROLL-WITHOUT AUTHORITY
   D ( ) STATE LAND
   E ( ) SPECIAL FRANCHISE

7. ( ) ERROR IN ESSENTIAL FACT-RPTL 550 SEC 3 (RPTL 550 SEC 556A-3 YEAR LIMIT)
   PARA. A ( ) IMPROVEMENT DESTROYED/REMOVED PRIOR TO TAXABLE STATUS DATE
   B ( ) IMPROVEMENT NON-EXISTENT/PRESENT ON DIFFERENT PARCEL
   C ( ) INCORRECT ACREAGE WHICH RESULTED IN INCORRECT ASSESSMENT
   D ( ) OMISION OF VALUE PRIOR TO TAXABLE STATUS DATE
   E ( ) MISCLASSIFICATION (TOWN OF ISLIP ONLY)

EXPLANATION: STIPULATION OF SETTLEMENT
               2017/18 SM CL COE 18/19 OVER $2500

SIGNATURE OF OWNER: [Signature]

DATE: 01/16/2019

FORWARD TO: DIRECTOR
            REAL PROPERTY TAX SERVICE AGENCY
            SUFFOLK COUNTY CENTER
            RIVERHEAD NY 11901

STANDARD
EA4/6-REV.1/89
PART-1

TO: SUFFOLK COUNTY LEGISLATURE AND
THE FOLLOWING INFORMATION IS SUPPLIED FOR THE EXPRESS PURPOSE OF AMENDING THE TOWN ASSESSMENT ROLL, AND/OR TAX ROLL, AND/OR TAX WARRANT AND WHICH IS TO MAKE PART OF A SUFFOLK COUNTY LEGISLATIVE RESOLUTION. PART "A" (1 THROUGH 8) IS TO BE COMPLETED BY THE ASSESSOR. PART "B" (9 THROUGH 14) IS TO BE COMPLETED BY THE ASSESSOR OR RECEIVER OF TAXES, AS APPLICABLE.

**PART A**

<table>
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<th>SC TAX MAP</th>
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<td>3</td>
<td>APPLICANT:</td>
<td>RICHARD P. DEBRAGGA</td>
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<td>4</td>
<td>ADDRESS:</td>
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<td>ITEM 1 THROUGH 7 REVIEWED AND AUTHORIZED BY:</td>
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<tr>
<td></td>
<td>NAME:</td>
<td>GRACE COLOMBO</td>
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<tr>
<td></td>
<td>TITLE:</td>
<td>PRINCIPAL ASSESSMENT CLERK</td>
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**PART B**

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<td>CORRECT TOTAL CHARGE BACK:</td>
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<td>OR IF SPECIAL INSTRUCTIONS ARE REQUIRED REGARDING A REFUND, PLEASE SPECIFY: PLEASE SEE ATTACHED SHEETS.</td>
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**NOTE:** REVERSE SIDE TO BE COMPLETED FOR THE COUNTY TREASURER'S OFFICE
SUFFOLK COUNTY REAL PROPERTY TAX SERVICE AGENCY  
CORRECTION OF ERRORS-RECOMMENDATION REPORT

<table>
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<th>1. APPLICANT / OWNER</th>
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<td>2. TAX YEAR</td>
<td>2018/2019</td>
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<td>3. TAX MAP NUMBER</td>
<td>10 PARCELS, BROOKHAVEN TOWN. OVER $2500. SCAR</td>
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<td>4. DATE RECEIVED</td>
<td>01/31/2019</td>
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RECOMMENDATION TO LEGISLATURE:

A. X APPROVE  
INSPECTION OF DOCUMENTATION INDICATES APPLICATION IS CORRECT AND IN CONFORMITY WITH THE REAL PROPERTY TAX LAW  
SEC. 550 SUB. 2 PARA. A

B. DISAPPROVE  
INSPECTION OF DOCUMENTATION INDICATES APPLICATION IS NOT CORRECT AND IN CONFORMITY WITH THE REAL PROPERTY TAX LAW  
SEC. SUB. PARA.

GRIEVANCE DAY PROCEDURE
STATUTE OF LIMITATIONS EXPIRED
ASSESSOR’S RECORDS INCONCLUSIVE
NOT ELIGIBLE FOR ADMINISTRATIVE RELIEF RPTL SEC. 550-559

SIGNED A. POLLACK  
APPRaisal TECHNiciAN II

SIGNED P. W. LAVALLE  
DIRECTOR
NOTE: THIS IS NOT A GRIEVANCE FORM. THIS IS A TAXPAYER'S APPLICATION FOR COUNTY REVIEW OF A POSSIBLE ERROR IN AN ASSESSMENT. SEPARATE APPLICATION IS REQUIRED FOR EACH TAX YEAR.

1. APPLICANT: RICHARD P. DEBRAGGA PHONE: 451-6300

ADDRESS: 1 INDEPENDENCE HILL FARMINGVILLE NY ZIP: 11738

OWNER MULTIPLE 17 Owners

ADDRESS: MULTIPLE 17 Parcels NY

3. TAX BILL ADDRESS OF PROPERTY: MULTI SC TAX MP MULTI SEC BLOCK LOT TX BILL YR 2018/19

REASON: CHECK EITHER 5, 6 OR 7. CHECK ONE SENTENCE THAT BEST DESCRIBES YOUR ERROR

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6 ( ) UNLAWFUL ENTRY RPTL 550 SEC 7 (RPTL 550 SEC 556-3 YEAR LIMIT) PARA, B ( ) OUTSIDE BOUNDARIES OF ASSESSING UNIT PARA, C ( ) ENTRY ON ROLL-WITHOUT AUTHORITY PARA, D ( ) STATE LAND PARA, E ( ) SPECIAL FRANCHISE

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EXPLANATION STIPULATION OF SETTLEMENT 2017/18 SM CL COE 18/19 OVER $2500 DATE: 01/28/2019

SIGNATURE OF OWNER RICHARD P. DEBRAGGA

FORWARD TO: DIRECTOR
REAL PROPERTY TAX SERVICE AGENCY
SUFFOLK COUNTY CENTER
RIVERHEAD NY 11901

STANDARD EA/6-REV.1/89 PART-1

TO: SUFFOLK COUNTY LEGISLATURE AND
REAL PROPERTY TAX SERVICE AGENCY

FROM: TOWN OF: BROOKHAVEN

DATE: 01/28/19

THE FOLLOWING INFORMATION IS SUPPLIED FOR THE EXPRESS PURPOSE OF AMENDING THE TOWN ASSESSMENT ROLL, AND/OR TAX ROLL, AND/OR TAX WARRANT AND WHICH IS TO MADE PART OF A SUFFOLK COUNTY LEGISLATIVE RESOLUTION. PART "A" (1 THROUGH 8) IS TO BE COMPLETED BY THE ASSESSOR. PART "B" (9 THROUGH 14) IS TO BE COMPLETED BY THE ASSESSOR OR RECEIVER OF TAXES, AS APPLICABLE.

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ITEM 1 THROUGH 7 REVIEWED AND AUTHORIZED BY:

NAME: GRACE COLOMBO TITLE: PRINCIPAL ASSESSMENT CLERK

SIGNATURE: [Signature]

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ITEMS 8 THROUGH 13 REVIEWED AND AUTHORIZED BY:

NAME: GRACE COLOMBO TITLE: PRINCIPAL ASSESSMENT CLERK

SIGNATURE: [Signature]

NOTE: REVERSE SIDE TO BE COMPLETED FOR THE COUNTY TREASURER'S OFFICE

STANDARD
EA 4/6 REV. 6/84
PART-2
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**RECOMMENDATION TO LEGISLATURE:**

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**GRIEVANCE DAY PROCEDURE**

- STATUTE OF LIMITATIONS EXPIRED
- ASSESSOR'S RECORDS INCONCLUSIVE
- NOT ELIGIBLE FOR ADMINISTRATIVE RELIEF RPTL SEC. 550-559

**SIGNED**

A. POLLACK
APPRaisal TECHNICIAN II

P. W. LAVALLE
DIRECTOR
STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation
   Resolution  X  Local Law  Charter Law

2. Title of Proposed Legislation
   TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGE-BACKS ON REAL PROPERTY CORRECTION OF ERRORS

3. Purpose of Proposed Legislation  Yes   No

SEE NO. 2 ABOVE

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

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

6. If the answer to item 5 is “yes,” Provide Detailed Explanation of impact
   N/A

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

8. Proposed Source of Funding
   Suffolk County Comptroller

9. Timing of Impact
   2018

10. Typed Name & Title of Preparer  A. Pollack  RPAT II
11. Signature of Preparer
12. Date  February 20, 2019
RESOLUTION NO. 1202-2019, APPOINT A MEMBER TO THE EMERGENCY DEPARTMENT OPIATE RESPONSE WORKING GROUP (MICHAEL CHIAPPONE, LCSW)

WHEREAS, Resolution No. 805-2018 established an Emergency Department Opiate Response Working Group for the purpose of developing model protocols for hospital emergency departments in the treatment of individuals presenting with opiate overdose and/or substance abuse issues; now, therefore be it

1st RESOLVED, that Michael Chiappone, LCSW, Social Worker at St. Charles Hospital, is hereby appointed as a member of the Emergency Department Opiate Response Working Group, as the second of three representatives of hospitals located in Suffolk County, to serve at the pleasure of the Legislature.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO SECTION C2-15(a) OF THE SUFFOLK COUNTY CHARTER AND RESOLUTION NO. 805-2018

s:\res\appt-chiappone-hospital-rep-2-opiate-protocols
PROFESSIONAL EXPERIENCE

Social Worker
St. Charles Hospital

- Assess incoming patients for appropriateness of medical detox
- Coordinate with various service providers to provide care for patients
- Advocating for patient rights with insurance companies

Adjunct Professor
State University of New York at Stony Brook, School of Social Welfare

- Developed and Conducted Masters Level foundation course entitled, Human Behavior and the Social Environment.
- Developed and Conducted course entitled, Spirituality and Addiction. Subject matter includes; Addiction Overview, Spirituality Overview, Perspectives of Spirituality and Mental Health, History of Spirituality, Mindfulness, Self Care.
- Plan, coordinate and implement interactive group learning
- Assess student learning and report

Psychotherapist
Hope House Ministries

- Provide psychotherapy for a wide range of clients; develop treatment plans
- Refer clients to appropriate levels of care
- Crisis Intervention

Director, Social Worker
Hope House Ministries

- Develop, implement and oversee a long term, non-traditional substance abuse treatment program
- Developed, implemented and evaluated interactive workshops on topics such as Leadership, Assertiveness, Communication, Dealing with Conflict, and others
- Oversee the day-to-day activities of residents to assist them in assessing their strengths and identify any needed growth; to assume personal responsibility; and to heighten decision-making skills
- Adjunct/weekend staff supervisor
- Field Instructor

Director, Project Hope
Hope House Ministries

- Responsible for supervision of all staff ensuring that appropriate interventions and procedures are implemented, review staff documentation, create and manage staff schedule, grant management, attend various advisory boards as well as meet with community stakeholders
- Assist people who are chronically homeless with basic human services and provide crisis counseling, provide access to treatment/housing
- Engage and Network with local agencies to best assist this population
- Manage and develop grants
- Field Instructor
Michael Chiappone, LCSW
@stonybrook.edu
Bellport, NY 11713

Director of Education
Long Island Gay and Lesbian Youth
April 2011 – June 2013
Bay Shore, NY
- Oversee the day-to-day operations of Long Island Gay and Lesbian Youth programming
- Manage various grants
- Plan, promote and prepare the Annual Conference for Professionals and Youth
- Deliver workshops and trainings to school based and community based providers in order to increase cultural competence to serve GLBT youth
- Conduct supervision for LIGALY staff

Supervisor, Client Advocate, Pax Christi Hospitality Center
Hope House Ministries
July 2008 – April 2011
Port Jefferson, NY
- Supervisor
- Assess needs of homeless clients, formulate treatment/housing plan
- Coordinate with different services/agencies to assist in client needs
- Review and document services provided

Education
- Seminar in Field Instruction
  Field Supervisor for BSW, MSW students
  Stony Brook, NY
- Center for Applications of Psychological Type
  Meyers-Briggs Type Indicator Qualifying Program
  Gainesville, FL
- State University of New York at Stony Brook
  Masters in Social Work
  Stony Brook, NY
- St. Joseph’s College
  B.S., Community Heath and Human Services
  Patchogue, NY

Awards
- 2014 Health Care Heroes Awardee, Long Island Business News

Professional Affiliations/Skills
- Member, Suffolk County Opiate Task Force
- Presenter at professional workshops and training sessions on the following topics:
  Harm Reduction, Mindfulness, Myers Briggs Type Indicator Assessment, Conflict Resolution, Management skills, Leadership Training, Professionalism, Ethics, Assertiveness Skills, Organizational Development, Goal Setting, Engaging the Chronically Homeless
REFERENCES

Kerrie O’Neill  
Senior Director of Community Engagement & Partnerships  
Long Island Gay and Lesbian Youth / LGBT Network  
631.665.2300  
koneill@lgbtnetwork.org  
Supervisor

Fr. Francis Pizzarelli, SMM, LCSW-R, ACSW, DCSW  
Executive Director/ Founder  
Hope House Ministries  
631.928.2377 ext. 31  
frfritz@aol.com  
Employer, Mentor

Stephen Rabeno, Ph.D., LCSW-R  
Stony Brook University / Hope House Ministries  
Clinical Assistant Professor  
631.444.3168  
Stephen.Rabeno@stonybrook.edu  
Supervisor

Charles L. Robbins, DSW  
Vice Provost for Undergraduate Education  
Dean of the Undergraduate Colleges  
Stony Brook University  
631.632.7211  
charles.robbins@stonybrook.edu  
Mentor

Suzanne L. Velázquez, Ph.D.  
Clinical Assistant Professor  
631.444.6909  
Suzanne.Velazquez@stonybrook.edu  
Director – Undergraduate Program
RESOLUTION NO. -2019, REAPPOINTING MEMBER OF THE COUNCIL ON ENVIRONMENTAL QUALITY (MICHAEL KAUFMAN)

WHEREAS, appointments to the Council on Environmental Quality (CEQ) are now within the exclusive purview of the County Legislature under Section C1-3 of the SUFFOLK COUNTY CHARTER; and

WHEREAS, the term of office of Michael Kaufman is set to expire on March 31, 2019; now, therefore be it

1st RESOLVED, that Michael Kaufman, currently residing in Nissequogue, New York, 11780, is hereby reappointed as a member of the Suffolk County Council on Environmental Quality, pursuant to Section 1-3(A) of the SUFFOLK COUNTY CHARTER, for a term of office to expire on March 31, 2024.

DATED:

EFFECTIVE PURSUANT TO SECTION 2-15(A) of the SUFFOLK COUNTY CHARTER
RESOLUTION NO. -2019, AUTHORIZING THE RECONVEYANCE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 215, NEW YORK STATE COUNTY LAW TO PIERRE KENNEDY (SCTM NO. 0100-199.00-04.00-
120.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 199.00, Block 04.00, Lot 120.000, and acquired by Tax Deed on January 22, 2018, from John M. Kennedy, Jr., the County Comptroller of Suffolk County, New York, and recorded on February 22, 2018, in Liber 12951 at Page 102, and otherwise known and designated by the Town of Babylon, as Lot No. 1, 2 & 3, Block 6, on a certain map entitled "Map of City of Breslau, Sheet 5, filed in the Office of the Clerk of Suffolk County on November 20, 1879 as Map No. 155; and

WHEREAS, Pierre Kennedy was the former owner said real property; and

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

WHEREAS, an investigation by the office of Legislator Gregory has determined that said non-payment of taxes was not an intentional act but was due to circumstances beyond their control; and

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

WHEREAS, the Director of the Division of Real Property Acquisition and Management, or his or her deputy, will receive from the applicants the sum of $87,244.11 together with any and all other charges that may be due and owing to the County of Suffolk as of the actual date of closing, as full payment of all amounts due and owing to the County of Suffolk; now, therefore, be it

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

Pierre Kennedy
205 26th Street
Copiague, New York 11726
upon receipt of the above-described moneys, to convey the interest of the County of Suffolk in the above-described real estate; and be it further

2nd RESOLVED, in the event that the applicant fails to pay all amounts due and owing the County within 60 days of the effective date of this resolution, the Division of Real Property Acquisition and Management shall not convey the subject property to Pierre Kennedy.

DATED:

APPROVED BY:

______________________________
County Executive of Suffolk County

Date:

s:\word\215 redemption\reso-kennedy
February 22, 2019

Sarah Simpson, Counsel
Suffolk County Legislature
W.H. Rogers Legislature Bldg
725 Veterans Memorial Hwy
Smithtown, NY 11787

Re: Tax Map No.: 0100-199.00-04.00-120.000
Name of Redemptor: Pierre Kennedy

Dear Ms. Simpson:

We are forwarding herewith copy of a Section 215 County Law Computation together with a copy of the County Comptroller's Computation concerning the above property, as well as other pertinent information.

For your reference, we are also enclosing copy of letter sent this date to Legislator DuWayne Gregory.

Please draw the Resolution to restore title to Pierre Kennedy in line with the Title Report submitted.

Very truly yours,

Lori Sklar
Redemption Unit
(631) 853-5937

Enclosures

H. Lee Dennison Bldg ■ 100 Veterans Memorial Hwy, 2nd Fl ■ P.O. Box 8180 ■ Hauppauge, NY 11788-0899 ■ (631) 853-6072
February 22, 2019

Honorable DuWayne Gregory  
Suffolk County Legislator  
15 Albany Avenue  
Amityville, NY 11701

Re: Section 215 Redemption  
Tax Map No.: 0100-199.00-04.00-120.000  
Redeemor: Pierre Kennedy

Dear Legislator Gregory:

With respect to your request regarding the procedure for redemption of the above property, we enclose the following:

1. "Comptroller’s Computation" indicating unpaid taxes, assessments and penalties due.

2. "215 Computation" which shows the additional monies due the County, such as, the Administration fee, license fees and maintenance fees.

The total amount to be paid in order for the County to release its interest in this property is $87,244.11. That amount will increase if payment is not made before the next tax due date.

Very truly yours

Lori Sklar  
Redemption Unit  
(631) 853-5937

Enclosures

cc: Sarah Simpson, Esq., Counsel to the Legislature
Tax Map No. 0100-199.00-04.00-120.000

Acquired by Tax Deed on: February 22, 2018

Prior Fee Owner: Pierre Kennedy

STATEMENT OF EXPENDITURES

1. Comptroller’s Computation.................................................. $86,936.69

2. Outstanding Tax Bills - not included in computation 2018/2019.................................................. INCLUDED

3. Administration Expense - $500.00........................................ PAID

4. License Fee (as per License Fee statement)................. N/A

5. Repairs.................................................. N/A

6. Other County Expenditures (process serving)........... $ 307.42

   TOTAL ........................................................................ $87,244.11

** Plus recording fee payable to S.C. Clerk $390

PREPARED BY:

Lori Sklar
Redemption Unit

Description: 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 199.00, Block 04.00, Lot 120.000, and acquired by tax deed on January 22, 2018, from John M. Kennedy Jr., the County Comptroller of Suffolk County, New York, and recorded on February 22, 2018, in Liber 12951, at Page 102, and otherwise known and designated by the Town of Babylon, as Lot No. 1, 2 & 3, Block 6, on a certain map entitled “Map of City of Breslau, Sheet 5”, filed in the Office of the Clerk of Suffolk County on November 20, 1879 as Map No. 155; and

APPROVED:

[Signature]
Accounting Unit
A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

<table>
<thead>
<tr>
<th>YEAR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>$12,869.93</td>
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<tr>
<td>2014</td>
<td>$13,330.31</td>
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<td>2015</td>
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<td>2016</td>
<td>$11,850.30</td>
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<td>2017</td>
<td>$10,536.81</td>
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<td>2018</td>
<td>$ 8,568.41</td>
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<td>0</td>
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</tr>
<tr>
<td>0</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: $69,774.23

B. INTEREST DUE: $5,990.65
C. TOTAL: $75,764.88
D. 5% LINE C: $3,788.24
SUBTOTAL: $79,553.12

E. FEE: $0
F. MISC: MAILING FEES: $22.39
G. MISC: 2018/19 TAXES: $7,361.18
H. MISC: $0

TOTAL AMOUNT DUE: $86,936.69

CERTIFICATION BY COUNTY COMPTROLLER

I, Todd VanScoy, Principal Accountant of Finance & Taxation for the County of Suffolk, in the State of New York do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York.
14-Feb-19

Todd VanScoy
Principal Accountant of Finance & Taxation

**Interest and penalty computed to and including 08/13/19**
RESOLUTION NO. - 2019, ADOPTING LOCAL LAW NO. -2019, A LOCAL LAW TO IMPROVE OVERSIGHT OF ENDS RETAILERS IN SUFFOLK COUNTY

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2019, a proposed local law entitled, "A LOCAL LAW TO IMPROVE OVERSIGHT OF ENDS RETAILERS IN SUFFOLK COUNTY"; now, therefore be it

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

LOCAL LAW NO. -2019, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO IMPROVE OVERSIGHT OF ENDS RETAILERS 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 electronic cigarettes, more formally known as electronic nicotine delivery systems or ENDS, have become extremely popular since being introduced to the United States in 2007.

This Legislature also finds and determines that a number of retailers selling solely e-cigarette products have opened in Suffolk County since their introduction to the market.

This Legislature further finds and determines that Local Law No. 29-2016 established a registration system for retailers that sell only ENDS products and which do not hold a state tobacco license to ensure that these products are being sold in compliance with County laws.

This Legislature finds that penalties for ENDS retailers are currently limited to failure to register and do not provide for penalties to further deter retailers from selling ENDS products to individuals under 21 beyond what is set forth in Chapter 792, Article II of the SUFFOLK COUNTY CODE.

This Legislature determines that comparable regulations on traditional tobacco retailers at the State level allow for graduated civil penalties associated with sale of tobacco to minors.

This Legislature also finds that Suffolk County should amend its ENDS retailer registration to provide for separate penalties associated with the sale to individuals under the age of 21.

Therefore, the purpose of this local law is to amend Chapter 792, Article V to create a distinct penalty for selling ENDS products to individuals under the age of 21.
Section 2. Amendments.

Chapter 792 of the SUFFOLK COUNTY CODE is hereby amended as follows:

ARTICLE V.
REGISTRATION OF RETAILERS OF ELECTRONIC NICOTINE DELIVERY SYSTEMS

§ 792-36. Penalties for offenses.

B. Any business which is registered under this article and which sells or offers for sale electronic nicotine delivery systems to individuals under the age of 21 in violation of Article II of the Chapter shall be subject to the following penalties:

1. for a first violation, a written warning and $500 fine;
2. for a second violation, suspension of the business' electronic nicotine delivery system registration for a period of 6 months; and
3. for a third violation, revocation of the business' electronic nicotine delivery system registration.

[B] C. A penalty may only be assessed by the Commissioner of the Department of Health Services following a hearing and opportunity for an alleged violator to be heard. No civil penalty shall be imposed under this law until after a hearing has been held before the Commissioner, or his designee, upon at least seven business days' notice to the business. Such notice shall be served either personally or by certified mail, return receipt requested, to the address of the business and shall state the date, time and place of the hearing as well as enumerate the grounds constituting the alleged violation by the business. The business may produce witnesses in his or her own behalf. A record of the hearing shall be taken and preserved. For the purpose of such hearing, the Commissioner or his designee may administer oaths, subpoena witnesses and compel the production of books, papers, records and other documents deemed pertinent to the subject of the hearing.

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)(26) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as routine or continuing 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 law.

Section 6. Effective Date.

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

[   ] Brackets denote deletion of existing language

___ Underlining denotes addition of new language

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\laws\l-improve-oversight-ENDS-retailers
DATE: MARCH 1, 2019
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2019

TITLE: I.R. NO. -2019; A LOCAL LAW TO IMPROVE OVERSIGHT OF ENDS RETAILERS IN SUFFOLK COUNTY

SPONSOR: LEGISLATOR SPENCER


DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED:

Article V of Chapter 792 of the SUFFOLK COUNTY CODE requires retailers who sell ENDS devices, more commonly known as e-cigarettes, without a State tobacco registration to register with the County. Currently, the penalties only apply to businesses which fail to register. This local law would amend the penalties section to create a separate penalty structure for registered businesses that sell to minors in violation of the County Tobacco 21 Law.

Penalties for selling to individuals under the age of 21 will be:

1. for a first violation, a written warning and $500 fine;
2. for a second violation, suspension of the business' electronic nicotine delivery system registration for a period of 6 months; and
3. for a third violation, revocation of the business' electronic nicotine delivery system registration.

No penalties shall be assessed until after a hearing and opportunity to be heard before the Commissioner of Health Services.

This law will take apply to all actions occurring on or after the effective date. This law will take effect immediately upon filing in the Office of the Secretary of State.

SARAH SIMPSON
Counsel to the Legislature

SS:js

s:\rule28\28-improve-oversight-ENDS-retailers
RESOLUTION NO. - 2019, ADOPTING LOCAL LAW NO. -2019, A LOCAL LAW TO ENCOURAGE SUSTAINABLE PACKAGING MATERIALS FOR GOODS PURCHASED BY THE COUNTY

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2019, a proposed local law entitled, "A LOCAL LAW TO ENCOURAGE SUSTAINABLE PACKAGING MATERIALS FOR GOODS PURCHASED BY THE COUNTY"; now, therefore be it

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

LOCAL LAW NO. -2019, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO ENCOURAGE SUSTAINABLE PACKAGING MATERIALS FOR GOODS PURCHASED BY THE 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 purchases a wide variety of goods for use by County employees in discharging their duties, from office supplies to electronics, tools and construction materials, to name a few.

This Legislature further finds and determines that because the County requires tremendous variety in the goods it utilizes, it contracts with a number of vendors to meet its many needs.

This Legislature finds that the County also buys a large quantity of goods throughout the year, which requires vendors to package and send orders to each County department regularly.

This Legislature determines that many types of packaging materials are comprised of plastic, styrofoam or other non-biodegradable substances.

This Legislature also finds that the County of Suffolk has been a leader in environmental protection for decades, preserving land and stemming pollution in County waters.

This Legislature further finds that the County should take a leading role in ensuring that additional non-biodegradable materials do not clog local landfills.

This Legislature also determines that requiring County vendors in future purchasing contracts to use biodegradable packaging materials will substantially reduce the County’s non-biodegradable waste and provide regional leadership in protecting the environment of Long Island.
Therefore, the purpose of this local law is to require vendors of goods to the County to utilize non-biodegradable materials when shipping goods to the County.

Section 2. Definitions.

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

BACKYARD COMPOSTABLE – a product that can be placed into a composition of decaying biodegradable materials, and eventually turns into a nutrient-rich material.

BIODEGRADABLE - a product or package that will completely break down and decompose into elements found in nature within a reasonably short period of time after proper disposal.

PACKING MATERIAL – loose fill peanuts, bubble wrap or other materials utilized in the packaging of goods for shipment.

VENDOR – a purveyor of goods which maintains a contract to provide materials to the County.

Section 3. Contract requirements.

A. All County contracts with vendors for the purchase of goods shall contain a provision which requires all vendors to utilize biodegradable and/or backyard compostable packing materials to the greatest extent possible when shipping goods ordered by any County department. In the event a vendor is unable to provide biodegradable and/or backyard compostable packing materials for a shipment of goods, it must notify the County in writing of the items being shipped in non-compliant packing and the reason why such packaging is necessary.

B. The original packaging of goods shall be exempt from these provisions.

Section 4. Applicability.

This law shall apply to all contracts with vendors entered into on or after the effective date of this law.

Section 5. 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 6. 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)(26) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6
NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL
CONSERVATION LAW as routine or continuing 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
law.

Section 7. Effective Date.

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

DATED:

APPROVED BY:

_________________________________
County Executive of Suffolk County

Date:

s:\laws\i-sustainable-packaging-materials
DATE: MARCH 1, 2019
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2019

TITLE: I.R. NO. -2019; A LOCAL LAW TO ENCOURAGE SUSTAINABLE PACKAGING MATERIALS FOR GOODS PURCHASED BY THE COUNTY

SPONSOR: LEGISLATOR HAHN

DATE OF RECEIPT BY COUNSEL: 2/27/2019 PUBLIC HEARING: 3/26/2019
DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED: 

This proposed local law would require that all future contracts with vendors who provide goods to the County include a provision which requires the vendor to utilize biodegradable packing materials to the greatest extent possible when shipping goods to the County departments. If a vendor is unable to use sustainable packing materials, it must notify the County in writing of the items being shipped in non-compliant packing and the reason for its use. The original package for a product will be exempt from these requirements.

This law will apply to all contracts with vendors entered into on or after the effective date of this law. This law will take effect immediately upon filing with the Office of the Secretary of State.

SARAH SIMPSON
Counsel to the Legislature

SS: od
s:\rule26\28-sustainable packaging materials
RESOLUTION NO. - 2019, AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A LICENSE AGREEMENT WITH THE VILLAGE OF OCEAN BEACH

WHEREAS, the Village of Ocean Beach ("the Village") has indicated a need to maintain an alternate location for its emergency management during occasions when it is required to evacuate or unable to conduct operations in its jurisdiction; and

WHEREAS, the Suffolk County Department of Fire, Rescue and Emergency Services ("the Department") is designated the county agency assigned to coordinate emergency response with municipalities and work to fulfill unmet needs during times of emergency; and

WHEREAS, the placement of an office trailer adjacent to the Department, at 30 East Avenue, Yaphank, will assist both the Department and the Village to better meet their mutual aid obligations during times of emergency; and

WHEREAS, the Village has agreed to pay all costs associated with the placement and operation of this trailer, and;

WHEREAS, the Department would benefit through use of this office trailer during non-emergency occasions for emergency preparations and planning; and

WHEREAS, such a shared services agreement would largely be cost positive or neutral to Suffolk County taxpayers; 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) (20) and (27), in that the resolution concerns routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; and adoption of a local legislative decision in connection with the same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that the County Executive is authorized to enter into a license with Village of Ocean Beach.

DATED:

APPROVED BY:

____________________________
County Executive of Suffolk County
AGREEMENT FOR PLACEMENT OF AN OFFICE TRAILER ON COUNTY PROPERTY

This Agreement ("Agreement") is between the County of Suffolk ("County"), a municipal corporation of the State of New York, acting through its duly constituted Department of Fire, Rescue and Emergency Services ("Department"), located at 30 East Avenue, Yaphank, New York 11980-9744; and

The Village of Ocean Beach ("Village"), an incorporated village in the State of New York with its main administration office located at Bay & Cottage Walks P.O. Box 457, Ocean Beach, NY 11770. The County and the Village may collectively be referred to as the "Parties."

The parties hereto desire to make available to the Village a parcel of County Property, at 30 East Ave., Yaphank, of approximately 30 feet by 30 feet, for the placement of an office trailer for use by the Village during emergency response, as well as for an alternate seat of government during times when emergency requires evacuation of the village.

Term of the Agreement: Shall be deemed to have commenced upon execution of this agreement and shall continue through Dec. 31, 2029, with terms to be extended for an additional 10 years upon mutual agreement of the parties.

Cost of the Agreement: None.

Terms and Conditions: Shall be as set forth in Article I and Exhibit 1, attached hereto and incorporated herein.

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

VILLAGE OF OCEAN BEACH

By: ____________________________

Name: __________________________

Title: Mayor

Fed. Tax ID # __________________

Date: __________________________

Hereby certifies under penalties of perjury that I am mayor of the Village of Ocean Beach, that I have read and am familiar with sec. A5-7 of Article V of the Suffolk County code, and that the Village of Ocean Beach meets all requirements to qualify for exemption thereunder.

Name: __________________________

Date: __________________________

Approved as to Form:

Dennis M. Brown, County Attorney

COUNTY OF SUFFOLK

By: ____________________________

Name: Dennis M. Cohen

Title: Deputy County Executive

Date: __________________________

Approved: Department of Fire, Rescue and Emergency Services

By: John Jordan, Acting Commissioner

Date: __________________________

By: ____________________________

Basia Deren Braddish
Assistant County Attorney

Date: __________________________
List of Articles and Exhibits

Article 1 – Terms and Conditions

1. Recitals
2. Description of Work
3. Terms
4. Termination
5. Payment
6. Indemnification
7. Notices
8. Shinnecock Indian Nation Authorization under Federal, State and Local Law
9. Cooperation on Claims
10. Severability
11. Merger, No Oral Changes
12. Governing Law
13. No Waiver
14. No Intended Third Party Beneficiaries
15. Certification as to Relationships
16. Gratuities

Exhibit 1 – Authorizing Resolutions
Article I

TERMS AND CONDITIONS

Whereas, the Village of Ocean Beach, in accordance with resolutions adopted by its Board of Trustees, is authorized to enter into contracts and agreements with other governments, organizations or individuals; and

Whereas, the County is charged with providing assistance to towns and municipalities, and coordinating response activities, during times of emergency; and

Whereas, the Village of Ocean Beach has indicated a need to maintain an alternate location for its emergency management during occasions when it is required to evacuate or unable to conduct operations in its jurisdiction; and

Whereas, the Suffolk County Department of Fire, Rescue and Emergency Services is designated the county agency assigned to coordinate emergency response with municipalities and work to fulfill unmet needs during times of emergency; and

Whereas, the placement of an office trailer adjacent to the department, at 30 East Avenue, Yaphank, will assist both the department and village to better meet their mutual aid obligations during times of emergency; and

Whereas, the department would benefit through use of this office trailer during non-emergency occasions for emergency preparations and planning; and

Whereas, it is in the interests of the taxpayers of the County and the Village to engage in members to agree on the placement of an office trailer, at the Village’s cost, on a currently vacant parcel adjacent to the department’s headquarters; and

Whereas, pursuant to this agreement the village will place and maintain, at no cost to the County, an office trailer on a vacant parcel at 30 East Avenue, Yaphank; and

Now Therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

1. Recitals: The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Agreement as if fully set forth herein.

2. Description of Work. The Village agrees to deliver, or cause to be delivered to a vacant parcel located at 30 East Avenue, Yaphank, N.Y., an office trailer of no greater size than approximately 30 feet by 30 feet.

3. Term: This Agreement shall be deemed to have commenced on the date set forth on the first page of this Agreement (“Commencement Date”) and shall continue through Dec. 31, 2029, with two five-year extensions that may be enacted upon mutual consent of the parties;

4. Termination: The Parties to this Agreement may agree to terminate this Agreement at any time, according to mutually agreed upon terms and conditions which have been forwarded in writing to each Party for approval. Upon such approval, this Agreement shall be terminated.

5. Payment: This shall be considered a no-cost agreement. The Village, however, will have the option to pay for electrical, water, sewer and telecommunications services for the office trailer to be located at 30 East Avenue, Yaphank, N.Y.
6. **Indemnification:** To the greatest extent permitted by law, the County and the Village (each an "Indemnitor") agree to shall protect, indemnify and hold harmless the other and its officers, officials, trustees, employees, contractors, agents and other persons (collectively, the "Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees arising out of the acts, omissions, or negligence of it, the Indemnitor, or its officers officials, trustees employees, contractors, subcontractors or agents in connection with, or incident to, this Agreement and/or the Work provided hereunder; provided, that nothing herein shall require the Indemnitor to indemnify against and hold harmless the Indemnified Parties from claims demands, or suits based upon the negligent conduct of the Indemnified Parties. The Indemnitor shall defend the Indemnified Parties in any suit, including appeals, or at the option of the party being indemnified, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Indemnitor and/or its officers, officials, employees, subcontractors or agents, if any, in connection with the Work described or referred to in this Agreement.

7. **Notices:** Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1) to the Village of Ocean Beach, at the address on page 1 of the Agreement and 2) to the County at the Department, or as to either of the foregoing, to such other address, fax or e-mail as the addressee shall have indicated by prior written notice to the addressee. All notices received by the County relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788.

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

10. **Severability:** It is expressly agreed that if any term or provision of the 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.

11. **Merger; No Oral Changes:** It is expressly agreed that the Agreement represents the entire agreement of the parties and that all previous understandings are herein merged in the Agreement. No modification of the Agreement shall be valid unless in written form and executed by both parties.

12. **Governing Law:** The Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

13. **No Waiver:** It shall not be construed that any failure or forbearance of the County 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.

14. **No Intended Third Party Beneficiaries:** The Agreement is entered into solely for the benefit of the County and the Village. No third party shall be deemed a beneficiary of the Agreement and no third party shall have the right to make any claim or assert any right under the Agreement.

15. **Gratuities:** The Village represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.
End of Text for Article I
Exhibit 1
COUNTY AND VILLAGE OF OCEAN BEACH AUTHORIZING DOCUMENTS

1-A Suffolk County Legislative Resolution No. __________-2019,
Authorizing a license with the Village of Ocean Beach.

2-B Village of Ocean Beach Authorization Letter
1. Type of Legislation

| Resolution X | Local Law | Charter Law |

2. Title of Proposed Legislation

RESOLUTION NO. 2019, AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A LICENSE AGREEMENT WITH THE VILLAGE OF OCEAN BEACH

3. Purpose of Proposed Legislation
See 2. above

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

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

<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>
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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
N/A

9. Timing of Impact
Upon adoption of the resolution

10. Typed Name & Title of Preparer
Jacqueline Whist, Sr. Budget Analyst

11. Signature of Preparer

12. Date
2/27/19

SCIN FORM 175b (10/95)
## Financial Impact
### 2019 Property Tax Levy
#### Cost to the Average Taxpayer

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<th>2019 Cost to Avg Taxpayer</th>
<th>2019 FEV Tax Rate per $1000</th>
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<td><strong>Total</strong></td>
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<td>$0.00</td>
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### Police District and District Court

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<th>2019 Cost to Avg Taxpayer</th>
<th>2019 FEV Tax Rate per $1000</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td>$0</td>
<td>$0.00</td>
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### Combined

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<th>2019 Cost to Avg Taxpayer</th>
<th>2019 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>

**Notes:**
1) Source for number of family parcels and corresponding assessed valuation: Suffolk County Real Property, 2017.
3) Source for equalization rates: 2018 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. -2019, ADOPTING LOCAL LAW NO. -2019, A LOCAL LAW TO MODERNIZE THE COUNTY INSURANCE RESERVE FUND

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on 2019, a proposed local law entitled, "A LOCAL LAW TO MODERNIZE THE COUNTY INSURANCE RESERVE FUND"; 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. -2019, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO MODERNIZE THE COUNTY INSURANCE RESERVE FUND

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 it is a best practice in municipal finances to establish a fund with the express purpose of funding certain uninsured losses, claims, actions, or judgments for which a local government is required to purchase or maintain insurance, with certain exceptions.

This Legislature further finds and determines that there is an existing County Liability and Casualty Reserve Fund ("the Fund"), as provided for in Chapter 145 of the Suffolk County Code and as authorized by section 6-n of New York General Municipal Law.

This Legislature further finds and determines that since the Fund was established, Section 6-n of New York General Municipal Law has been amended and the New York State Comptroller has issued updated guidance on the creation and maintenance of such funds.

Therefore, the purpose of this law is to rename the Fund and amend the Suffolk County Code to update the provisions governing the Fund to reflect current standards and the amendments to Section 6-n of the New York General Municipal Law.

Section 2. Amendments

Chapter 145 of the SUFFOLK COUNTY CODE is hereby amended as follows:

Article I
LIABILITY AND CASUALTY CLAIMS

§ 145-2 Establishment of reserve fund.
A. The County hereby establishes a reserve fund known as the "[Liability and Casualty] Insurance Reserve Fund," which shall consist of such moneys as are [budgeted or otherwise appropriated by the County Legislature] included in the adopted budget. [The cash balance of such fund at the end of any fiscal year shall not exceed the greater of $100,000 or 5% of the total budget for such fiscal year.]

B. The amount paid into such fund during any fiscal year shall not exceed the greater of $33,000 or 5% [1 2/3%] of the total budget for such fiscal year.

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§ 145-5 Payment of judgments from general funds.

Nothing herein contained shall prohibit the payment of any judgment against the County by the general funds of the County without resort to the [Liability and Casualty] Insurance Reserve Fund.

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

Article V
DEPARTMENT OF AUDIT AND CONTROL

§ A5-1 Audit and payment of claims.

A. No claims against the County, except for debt service, payrolls and judgments or other amounts required to be paid by the County pursuant to court orders or from the [liability and casualty] insurance reserve fund, shall be paid except upon a voucher verified by the oath of the claimant or accompanied by a certificate made by the claimant to the same effect and certified by the head of the appropriate department, institution, office or agency of the County government and, in the case of purchases for a store account, by the Director of Purchasing, and by means of an order of payment signed by the County Comptroller. No order of payment shall be issued for the purpose of meeting any payroll or item thereof until such payroll has been certified as correct by the Civil Service Commission.

***

Section 3. 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 4. 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)(28) and (33) 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 5. Effective Date.

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

 Underlining denotes addition of new language.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:
DATE: MARCH 1, 2019

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2019

TITLE: I.R. NO. -2019; A LOCAL LAW TO MODERNIZE THE COUNTY INSURANCE RESERVE FUND

SPONSOR: PRESIDING OFFICER ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 2/27/2019 PUBLIC HEARING: 3/26/2019

DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED:

This proposed local law would update the County's existing Liability and Casualty Reserve Fund to meet new standards set forth in New York State General Municipal Law. The fund will only consist of monies included in the annual budget. The limitations on the cash balance of the fund at the end of the fiscal year will be removed. The value of appropriations into the fund will be capped at $33,000 or 5% of the total budget for the fiscal year, whichever is higher. The current cap is 1 and 2/3%. The name of the fund will also be updated to the "Insurance Reserve Fund".

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

SARAH SIMPSON
Counsel to the Legislature

SS:od

s:\rule28\28-modernize-county-insurance-reserve-fund
RESOLUTION NO. -2019, ADOPTING LOCAL LAW NO. -2019, A LAW TO ESTABLISH A CHARITABLE GIFTS RESERVE FUND AND TO AUTHORIZE CHARITABLE GIFTS RESERVE FUND TAX CREDITS

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on 2019, a proposed local law entitled, A LAW TO ESTABLISH A CHARITABLE GIFTS RESERVE FUND AND TO AUTHORIZE CHARITABLE GIFTS RESERVE FUND TAX CREDITS; 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. -2019, SUFFOLK COUNTY, NEW YORK

A LAW TO ESTABLISH A CHARITABLE GIFTS RESERVE FUND AND TO AUTHORIZE CHARITABLE GIFTS RESERVE FUND TAX CREDITS

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 every year New York sends $48 billion more in tax revenue to the federal government than it receives back in federal spending and in fact has the least favorable balance of payments in the entire nation.

This Legislature hereby further finds and determines that prior to the enactment of the Tax Cuts and Jobs Act of 2017, the average state and local income taxes deduction claimed by New Yorkers was more than $22,000.

This Legislature hereby further finds and determines that the federal Tax Cuts and Jobs Act of 2017 limited the maximum deduction for state and local income taxes combined with real estate taxes on the federal return to $10,000 for years beginning in 2018.

This Legislature hereby further finds and determines that in an attempt to mitigate the unfair and negative consequences of this lost deduction for New Yorkers, New York State passed a provision to allow taxpayers to make a voluntary charitable contribution to a charitable gift reserve fund, if such a fund is established by a given local government.

This Legislature hereby further finds and determines that up to a maximum 95% of charitable gifts made to a charitable gift reserve fund can be applied as a credit against taxes paid to the local government which established the fund.

Therefore, the purpose of this law is to establish a charitable gifts reserve fund for Suffolk County and to authorize Suffolk County taxpayers to receive charitable gifts reserve fund tax credits accordingly.
Section 2. Amendments

Chapter 775 of the SUFFOLK COUNTY CODE is hereby amended by the addition of a new Article XV which shall read as follows:

Article XV
CHARITABLE GIFTS RESERVE FUND

§ 775-57. Statutory Authority.

This article implements Section 980-A of New York Real Property Law by establishing a Suffolk County Charitable Gifts Reserve Fund ("the Fund") and authorizing tax credits for contributors to the Fund for taxes levied against their real property.

§ 775-58. Charitable Gifts Reserve Fund Tax Credits.

A. The County hereby authorizes Charitable Gifts Reserve Fund Tax Credits for any owner of real property located within the County who makes an unrestricted charitable monetary contribution to the Suffolk County Charitable Gifts Reserve Fund.

B. Any owner of real property located within the County who makes an unrestricted charitable monetary contribution to the Suffolk County Charitable Gifts Reserve Fund shall be issued a written acknowledgement of such contribution and may claim credit against such person's County real property taxes equal to 95% of that contribution.

C. Such written acknowledgement shall be issued and signed by the Director of the Real Property Tax Service Agency and shall specify the amount of the contribution, the name of the contributor, and the location of the contributor's property against which a credit will be claimed, by both street address and section, block, and lot numbers as shown on the Suffolk County Tax Map, the date the contribution was received, and other such information as may be required by the State.

D. After receiving such acknowledgement, the property owner may present it to the Town Tax Receiver responsible for collecting the County property taxes on or before the last day prescribed by law on which taxes may be paid without interest or penalty, together with a credit claim on a form prescribed by the State, or, if none, the Real Property Tax Service Agency.

E. Such credit claim form shall contain the name of the property owner or owners, the date and amount of the contributions made to the account during the associated credit year, the location of the contributor's property, by both street address and section, block, and lot numbers as shown on the Suffolk County Tax Map, to which credit claim related, and such other information as may be required by the State.

F. Notwithstanding any provision of law to the contrary, the Town Tax Receiver responsible for collecting the County property taxes is authorized and directed to grant the property owner a tax credit equal to 95% of the amount of contributions made during the associated credit year as specified on the acknowledgement, and to reduce the tax liability on the parcel accordingly, provided that such credit may not exceed the property taxes due or paid that are attributable to the County.
G. For purposes of this section, the "associated credit year" shall be the twelve-month period during which the owner of the property has made a contribution described in subsection A that ends on the last day prescribed by law on which County taxes may be paid without interest or penalties.

H. If the property owner submits a credit claim form to the Town or Village Tax Receiver responsible for collecting the property taxes prior to the receipt of the tax warrant by the Town or Village Tax Receiver responsible for collecting the property taxes, the associated property tax bill shall reflect a reduction in the tax liability equal to the credit authorized by this section.

I. If the property owner fails to present the acknowledge and credit claim form to the Town or Village Tax Receiver responsible for collecting the property taxes on or before the last day prescribed by law on which taxes may be paid without interest or penalty, the property owner may present the acknowledge and credit claim form to the Town or Village Tax Receiver responsible for collecting the property taxes thereafter, but only during the three year period beginning immediately after the last day such taxes were payable without interest or penalty. In such event, the Town or Village Tax Receiver responsible for collecting the property taxes shall thereupon grant the property owner a refund of property taxes in the amount of the credit, which shall be equal to 95% of the total contributions made during the associated credit year, provided that such refund shall not exceed the property taxes that were due and paid to the County. No refund will be made pursuant to any credit claim form after the end of said three-year period.

Section 3. 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 4. 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 5. Effective Date.

This law shall take effect immediately upon its filing in the Office of the Secretary of State.
Underlining denotes addition of new language.

DATED:

APPROVED BY:

________________________________________
County Executive of Suffolk County

Date:
DATE: MARCH 1, 2019
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2019

TITLE: I.R. NO. -2019; A LOCAL LAW TO ESTABLISH A CHARITABLE GIFTS RESERVE FUND AND TO AUTHORIZE CHARITABLE GIFTS RESERVE FUND TAX CREDITS

SPONSOR: PRESIDING OFFICER, ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 2/27/2019 PUBLIC HEARING: 3/26/2019

DATE ADOPTED/NOT ADOPTED: CERTIFIED COPY RECEIVED:

This proposed local law would establish a charitable gift reserve fund for the County in accordance with New York State law to offset County real property taxes with a 95% credit for any contribution made by a property owner to the fund. The tax credit will only be applicable to the County portion of a property owner’s tax bill.

Contributions to the fund will be acknowledged in writing by the Director of the Real Property Tax Service Agency, with the letter specifying the property to receive credit and the amount of the contribution. Such letter may be presented to the town tax receiver on or before the last day taxes may be paid without penalty. Credit may only be claimed for contributions made in the twelve (12) month period immediately preceding the last day taxes may be paid without penalty. Credit claims submitted prior to town receipt of the tax warrant will result in a reduction of the parcel’s tax liability for that year.

In the event a property owner fails to present a charitable gift credit claim to the town tax receiver prior to taxes being due, a claim may be made for a tax refund based on the contribution for up to three (3) years after the last day taxes were due.

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

SARAH SIMPSON
Counsel to the Legislature

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s:\rule28\28-charitable-gifts-reserve-fund-tax-credits
RESOLUTION NO. -2019, ADOPTING LOCAL LAW NO. -2019, A LOCAL LAW TO GAIN AND RETAIN OUR WORKFORCE ("GROW ACT")

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on 2019, a proposed local law entitled, A LOCAL LAW TO GAIN AND RETAIN OUR WORKFORCE ("GROW ACT") 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. -2019, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO A LOCAL LAW TO GROW AND RETAIN OUR WORKFORCE ("GROW ACT")

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

Section 1. Legislative Intent.

This Legislature hereby finds and determines that in 2018 Americans were more burdened by student loan debt than ever. In fact, the average student loan debt for 2017 graduates is up six % from the previous year.

This Legislature further finds and determines that over 44.2 million Americans currently have student loan debt with student loan debt growing from five % of all household debt to accounting for one-third of all household debt in America in 2018. Further, Americans owe over $1.48 trillion in student loan debt, which is $620 billion more than the total U.S. credit card debt.

This Legislature further finds and determines that post-secondary education is more expensive than ever with tuition costs rising 344% at public colleges and universities since 1980 and by 241% at private institutions.

This Legislature further finds and determines that a 2017 survey of millennials found that 63% of them owed more than $10,000 in student loan debt and homeownership among those under age 35 has dropped 21.2% since the housing collapse of 2009.

This Legislature further finds and determines that 62% of Long Islanders reported having a problem paying housing costs, an all-time high and up since 47 % in 2004.

This Legislature further finds and determines that average incomes have not kept pace with increasing regional home costs. Between 1997 and 2013, in Suffolk County, personal income levels increased 3.6 %, but home values rose 5.2 %.

This Legislature further finds and determines that most student loan lenders incentivize payment plans which cause negative amortization, leaving former students owing more than they borrowed in the first place and unable to pay off their debt in a timely manner.
This Legislature further finds and determines that if student loan debt were a factor when determining eligibility for income-restricted housing opportunities, former students may be financially able to pay off their student loan debt more quickly.

Therefore, the purpose of this local law is to allow for student loan debt repayment to be factored into the calculation of household income when determining eligibility for income-restricted housing opportunities fostered by Suffolk County.

Section 2. Amendment

Article XXXVI of the SUFFOLK COUNTY ADMINISTRATIVE CODE is hereby amended as follows:

Article XXXVI Affordable Housing

§ A36-1. Definitions.

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

AFFORDABLE HOUSING
Housing, including workforce housing, available to individuals and families meeting certain income guidelines based on the U.S. Department of Housing and Urban Development (HUD) area median incomes and as further defined in § A36-2A, B [and] C, and G below.

FAMILY
A family is two or more individuals who live together and includes individuals who are not related by blood, marriage, adoption, or other operation of law who can demonstrate that they have lived together prior to applying for programs described in § A36-2 or certify that each individual’s income and other resources will be available to meet the needs of the family unit. Each family must identify the individuals to be included in the family at the time of application, and must update this information if the family’s composition changes. A household consisting exclusively of one or more full-time college students does not qualify as a family unless each individual in the household satisfies the following conditions: The individual(s) either must have established a household separate from his/her parents or legal guardians for at least one year prior to application for programs described in § A36-2 or must meet the U.S. Department of Education’s definition of independent student.

METROPOLITAN STATISTICAL AREA (MSA)
An area with at least one urbanized area of 50,000 or more population, plus adjacent territory that has a high degree of social and economic integration with the core, as measured by commuting ties.

PRIMARY METROPOLITAN STATISTICAL AREA (PMSA)
An area that qualifies as a Metropolitan Statistical Area (MSA) that has a census population of 1 million or more; two or more PMSAs may be designated within it if they meet HUD published official standards and local opinion favors the designation.
STUDENT LOAN
Any debt personally incurred in the pursuit of post-secondary education which obligates repayment by the applicant under this Article to a regulated or commercial lending or financial institution.

WORKFORCE HOUSING
Affordable housing that is subsidized by the County pursuant to § A36-2C of this article and available to [the] County [workforce] residents that meets income guidelines based on HUD area median incomes and as further defined in § A36-2A, B and [D] G of this article.

WORKFORCE HOUSING SUBSIDY (WHS)
The funding made available by Suffolk County for the acquisition, construction and/or reconstruction of parcels pursuant to § A36-2[D]C(1)[b][i] of this article.

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§ A36-2. Suffolk County housing opportunities program.

[A. First-time homebuyers' auction.

(1) Habitable improved parcels shall be offered for sale at public auction exclusively to first-time homebuyers whose income does not exceed 80% of the HUD-established median income limits for the Nassau-Suffolk Primary Metropolitan Statistical Area (PMSA) adjusted by family size.

(2) Deed restrictions.

(a) Parcels transferred pursuant to this section must be to a first-time homebuyer and shall contain deed restrictions as follows:

[1] Property must remain the principal residence of the first-time homebuyer for a period of at least five consecutive years; and

[2] Income of first-time homebuyer must not exceed 80% of the HUD established median income limits for the Nassau-Suffolk PMSA adjusted by family size.

[3] Failure to comply with any of the restrictions herein shall result in the property reverting to Suffolk County.]

[B. A. New York State General Municipal Law § 72-h transfer program.

(1) Designated habitable improved parcels, uninhabitable improved parcels and vacant parcels shall be transferred by the County to participating municipalities for nominal consideration and shall be constructed and/or reconstructed for affordable housing purposes. Any property transferred through the New York State General Municipal Law § 72-h transfer program to a municipality for affordable housing purposes pursuant to Article 40 of the Suffolk County Administrative Code shall not be subject to the nominal consideration provisions contained herein. These parcels shall be subject to covenants and restrictions requiring cooperating municipalities to transfer these parcels to eligible individuals whose income does not exceed 80% of the HUD-established limits for the Nassau-Suffolk PMSA adjusted by family size, unless the Director, subject to legislative approval, issues a waiver and authorizes the transfer to eligible individuals whose income does not exceed 120% of the HUD-established limits. Municipalities accepting habitable improved parcels shall reimburse the County for all back
taxes and the applicable charges due and owing on such parcels at the time of transfer. Units constructed and/or reconstructed on a parcel transferred pursuant to this Subsection A, and sold or rented subject to a hierarchy of local preferences established by the participating municipality, shall be constructed and/or reconstructed, as the case may be, using design and construction features in compliance with § A36-3 of this article. Parcels transferred pursuant to this Subsection A shall be made available to military veterans, pursuant to such local preference, who served during expeditionary service in a theater of conflict in Iraq or Afghanistan, as verified by the Director of the Suffolk County Veterans Agency, which credentials shall qualify such person as first-time homebuyers as defined in this article, subject to the following:

(a) The Director of the Suffolk County Veterans Service Agency shall verify to the participating municipality that an applicant possesses a Form DD-214 to verify honorable service and one or more of the following awards/medals in order to qualify under this article:

[i] Afghanistan Campaign Medal;
[ii] Iraq Campaign Medal;
[iii] Global War on Terrorism Expeditionary Medal;
[iv] Navy Expeditionary Medal (Iraq or Afghanistan);
[v] Marine Corps Expeditionary Medal (Iraq or Afghanistan);
[vi] Combat Action Ribbon;
[vii] Combat Action Badge;
[viii] Combat Medical Badge;
[ix] Purple Heart Medal; and
[x] Silver Star Medal.

(2) Deed restrictions.

(a) Parcels transferred pursuant to this section shall be to a first-time homebuyer and shall contain deed restrictions as follows:

[1] For owner-occupied housing:

[a] Property must remain the principal residence of owner for a period of at least [five] ten consecutive years;
[b] The income of the first-time homebuyer must not exceed 80% of the HUD-established median income limits for the Nassau-Suffolk PMSA adjusted by family size, or, in the case where a waiver has been issued by the Director as authorized under § A36-2(A)(1), income must not exceed 120% of the HUD-established median income limits for the Nassau-Suffolk PMSA adjusted by family size;
[c] The [subsidized purchase] sale price of the home shall not exceed 60% of the median sales price for Suffolk County based on State of New York Mortgage Agency (SONYMA) guidelines; and
[d] Construction must be completed and the housing occupied by eligible purchasers within three years of transfer unless an extension of time is granted in writing by the Director after good cause is shown. Said extension shall not exceed two two-year extensions unless approved by duly enacted resolution.
[e] Failure to comply with any of the restrictions herein shall result in the property reverting to Suffolk County.
For rental housing:

[a] The income of the purchaser must not exceed 80% of the HUD-established median income limits for the Nassau-Suffolk PMSA adjusted by family size, or, in the case where a waiver has been issued by the Director as authorized under § A36-2[B]A(1), income must not exceed 120% of the HUD-established median income limits for the Nassau-Suffolk PMSA adjusted by family size;

[b] Rent shall not exceed the HUD-established fair market rent for the Nassau-Suffolk PMSA based on bedroom size;

[c] The home must meet local building and zoning codes;

[d] Construction must be completed and the housing occupied by eligible tenants within three years of transfer unless an extension of time is granted in writing by the Director after good cause is shown. Said extension shall not exceed two two-year extensions unless approved by duly enacted resolution; and

[e] Property must remain in the possession of tenants who meet the income limits and rental limits set forth in § A36-2[B]A(2)(a)[2][a] and [b] above for at least [10] twenty consecutive years after the transfer date.

[f] Failure to comply with any of the restrictions herein shall result in the property reverting to Suffolk County.

(3) In situations where federal or state grant funds are used to finance construction under the § 72-h program, federal and state requirements must be met. However, in the event the County requirements are more stringent, then the County requirements will prevail.

(4) Reporting and management requirements.

(a) Any municipality that accepts title pursuant to New York State General Municipal Law § 72-h to a parcel from the County of Suffolk for use in an affordable housing program shall, as a condition precedent to the receipt of a deed of conveyance of such parcel, agree in writing with the County of Suffolk to provide a report no later than December 31 of each year to the Director, including, but not limited to, the exact and precise use to which any such parcels have been put and the sales price generated by initial purchase of such affordable homes.

(b) The report set forth at § A36-2[B]A(4)(a) above shall explicitly state whether or not the parcel has been utilized for affordable housing purposes and whether or not the restrictive covenants to ensure such utilization contained in any such deeds of conveyance have been adhered to.

(c) The Director shall then determine whether or not any restrictive covenants contained in the deed of conveyance to the municipality, state government, federal government, or any agency or department thereof have been breached or violated.

(d) In the event that the Director determines that any such covenants have been breached or violated, he or she shall advise the County Department of Law and the County Legislature as to the nature of such breach or violation and request
authorization for such action as he or she shall deem necessary to enforce such covenant or to enjoin or to correct such breach or violation.

(5) Conditions of County transfer:

(a) The nominal consideration paid to the County of Suffolk for an affordable housing conveyance under § 72-h of the New York General Municipal Law shall not exceed $10 for any parcel.

(b) Upon such payment of nominal consideration and actual conveyance of the parcel(s), all subsequent grantees shall comply with all applicable state, federal, and local regulations pertaining to the price, income eligibility and marketing standards for such affordable housing programs.

[C.] New York State General Municipal Law § 72-h transfer program for homeowners displaced by natural disaster.

(1) Designated uninhabitable improved parcels and vacant parcels shall be transferred by the County to a receiving municipality for nominal consideration, to be constructed and/or reconstructed for affordable housing purposes for homeowners displaced by a natural disaster. These parcels shall be for owner-occupied housing only and subject to covenants and restrictions requiring cooperating municipalities to transfer these parcels to eligible individuals whose income does not exceed 120% of the HUD-established limits for the Nassau-Suffolk PMSA adjusted by family size. Units constructed and/or reconstructed on a parcel transferred pursuant to this Subsection B and sold to homeowners displaced by natural disaster, subject to a hierarchy of local preferences established by the participating municipality, shall be constructed and/or reconstructed, as the case may be, using design and construction features in compliance with § A36-3 of this article.

(2) For purposes of this article:

(a) A "homeowner displaced by natural disaster" means a homeowner displaced by hurricane, flood or tornado whose primary residence has been rendered uninhabitable as determined by the Suffolk County Department of Health Services.

(b) A "receiving municipality" means a town or village in the County of Suffolk which has agreed by a duly adopted resolution of its governing board to accept a transfer of property pursuant to § 72-h of the New York General Municipal Law for the purpose of creating affordable housing pursuant to this subsection.

(3) Restrictions and conditions. Except as provided herein with regard to HUD-established median income limits, all deed restrictions and conditions that apply to owner-occupied housing set forth in § A36-2[2][A](2)(a)[1], § A36-2[2][A](3), § A36-2[2][A](4), § A36-2[2][A](5), and § A36-3 shall apply to transfers made pursuant to this subsection.
D. Workforce housing and affordable housing programs other than the New York State General Municipal Law § 72-h transfer programs.

1. Funding initiatives.

   (i) Funding initiatives for the workforce housing program by the County through the use of capital bond proceeds (WHS) shall include funding for:

   (a) The acquisition of land by the County in conjunction with a municipality, which shall include both vacant parcels and improved parcels;

   (b) The construction and/or reconstruction of parcels transferred to participating municipalities pursuant to New York State General Municipal Law § 72-h;

   (c) Infrastructure improvements in conjunction with municipalities, which shall include, but not be limited to, roads, parking, sewers, water, sidewalks, streetlighting and appurtenant landscaping;

   (d) The acquisition by the County in conjunction with a property owner, municipality, developer, or participating employer of conservation easements or infrastructure improvements which shall include, but not be limited to, roads, parking, sewers, water, sidewalks, streetlighting and appurtenant landscaping; and

   (e) The acquisition of land, which shall include both vacant parcels and improved parcels, by the County in conjunction with a property owner, developer, or participating employer.

   (f) Reimbursement for the acquisition of land as described in § A36-2(C)(1)(i).

(ii) Funding initiatives for the affordable housing program by the County through the use of capital bond proceeds (AHS) shall include funding for the construction and/or reconstruction of parcels transferred to participating municipalities pursuant to New York State General Municipal Law § 72-h, including:

   (a) Interior portions of units on such parcels using design and construction features in compliance with § A36-3 of this article for military veterans who are persons with a disability and qualify under § A36-2[B]A(1); and

   (b) The installation of energy reduction or energy conservation equipment or devices with a useful life of five years or greater.

2. Program requirements.

   (a) The following provisions are applicable where another municipality partners with the County: [to § A36-2DC(1)(i)(a), (b) and (c) and § A36-2DC(1)(ii) above]:

   [1] A municipality must enter into a development agreement with the County, which shall require the participating municipality to offer incentives, such as density bonuses, fast-track approvals and fee
waivers, and/or financial assistance, such as community development block grant funds, industrial development bonds and/or tax credits, to the proposed affordable or workforce housing development prior to the acquisition of a parcel.

[2] Prior to such acquisition or funding, the participating municipality shall, by resolution or other legislative act, approve the development agreement which shall specify the development plan; the proposed builder, which may be a not-for-profit corporation or a for-profit builder; the number of units of housing; the targeted occupants; the method of selecting such occupants; and the sales/rental prices to be paid by the occupants. If a for-profit developer is utilized, then the amount of profit realized by the builder must conform to New York State Affordable Housing Corporation Homes and Community Renewal (or its successors') guidelines.

(b) The following provision is applicable where the County is not partnering with another municipality: [to § A36-2DC(1)(d) and (e) above]:

[1] The property owner, municipality, developer, or participating employer, as the case may be, must enter into an agreement with the County requiring the use of the parcel(s) for workforce housing purposes and specifying the proposed builder, which may be a not-for-profit corporation or a for-profit builder; the number of units of housing; the targeted occupants; the method of selecting such occupants; and the sales/rental prices to be paid by the occupants. If a for-profit developer is utilized, then the amount of profit realized by the builder must conform to New York State Affordable Housing Corporation Homes and Community Renewal guidelines, or any successor thereto.

(c) Deed restrictions for all housing subsidized pursuant to this section, other than the New York State General Municipal Law § 72-h transfer program for homeowners displaced by natural disaster, must reflect the following guidelines:

[1] Any deed restrictions set forth in § A36-2B of this article that are more restrictive than those set forth in this section shall take precedence.

[2] Both owner-occupied and rental housing will be eligible to receive assistance. Preference will be given to projects of 10 or more units.


[a] Fifty % of all affordable housing units, including owner-occupied and rental housing units, must, at a minimum, be occupied by persons and families whose income does not exceed 120% of the HUD-established median income limits, adjusted by family size for the Nassau-Suffolk PMSA, and [50%] Fifty % of all affordable housing units must, at a minimum, be occupied by persons and families whose income does not exceed 80% of the HUD-established median income limits, adjusted by family size, for the Nassau-Suffolk PMSA or any municipally approved
affordable requirement that restricts occupancy to households whose income does not exceed 120% of the HUD-established median income limits, adjusted by family size for the Nassau-Suffolk PMSA].

[b] In situations where federal or state funding is utilized to subsidize development costs, applicable federal and state income requirements must be met. However, if the County requirements are more stringent, then the County requirements will prevail.

[4] Affordability for owner-occupied housing. Units must be affordable to targeted income groups based on standard underwriting criteria.

[5] Occupancy for owner-occupied housing. Home ownership units must be owner-occupied and the principal residence of the occupant for at least 10 consecutive years. Failure to meet this requirement may result in repayment to the County equal to the value of the subsidy provided.

[6] Affordability for funded rental units. Funded rental units shall have maximum rent equal to the HUD-established fair market rent adjusted for bedroom size for the Nassau-Suffolk PMSA or any municipality approved fair market rent standard, provided that the gross rent, as defined in 26 U.S.C. § 42(g)(2)(B), of said standard does not exceed 30% of the eighty-% HUD-established area median income limit for the Nassau-Suffolk PMSA with adjustments for bedroom size not exceeding the HUD policy on occupancy standards under the Fair Housing Act. Funded rental units must remain affordable for at least [10] 20 consecutive years or until the WHS or AHS is repaid to the County, whichever is later.

(3) Homeowners displaced by natural disaster.

(a) Housing subsidized pursuant to this section may be transferred to persons displaced by a natural disaster notwithstanding that they are not first-time homebuyers.

(b) Parcels transferred to persons displaced by a natural disaster shall be for owner-occupied housing only and subject to covenants and restrictions requiring that eligible individuals' incomes do not exceed 120% of the HUD-established limits for the Nassau-Suffolk PMSA adjusted by family size.

(c) Homeowners displaced by natural disasters shall be eligible for any preference established by the participating municipality.

(d) Except as specifically provided in this subsection, homeowners displaced by natural disasters shall be subject to all of the terms and conditions of this section of the Administrative Code.

[E.] D. Transfer program for veterans housing.
(1) The County may transfer habitable improved parcels, uninhabitable improved parcels and vacant parcels directly to qualified not-for-profit corporations for the purpose of constructing or reconstructing affordable housing for veterans, subject to approval by the County Legislature.

(2) For the purposes of this program, the term "veteran" shall have the same definition as set forth in § 775-13 of the Suffolk County Code and shall include "Cold War veterans" as defined in that section. Veterans need not be first-time homebuyers as defined in this article to qualify for participation in this program. The Director of Veterans Affairs of Suffolk County shall verify that occupants of parcels transferred pursuant to this section are qualified as veterans.

(3) Parcels transferred pursuant to this section will be subject to the same income requirements, purchase price and rent limit requirements for occupants that are applicable to parcels that are conveyed by the County pursuant to the § 72-h transfer program set forth at § A36-2[B]A of this article.

(4) Parcels transferred pursuant to this section may be used for rental or homeownership purposes. Rental housing may include single-family rental, group homes or single room occupancy units and may be utilized as permanent housing, emergency shelter or transitional housing, as defined at 24 CFR 91.5. In addition to a residential component, such parcels may also contain on-site facilities, managed by the grantee not-for-profit corporation, for the purposes of providing support services to occupants, including, without limitation, administrative and case management services, and medical, vocational, educational and financial assistance. The income requirements shall not be applicable to the staff of the nonprofit grantee who may reside within the property for purposes of providing any such services.

(5) The deed restrictions set forth in this article at § A36-2[B]A(2) shall apply to any property transferred pursuant to this section. In addition, any deed of conveyance shall contain a restriction that the property so conveyed shall be occupied by veterans and utilized as provided herein. Failure to comply with the restrictions shall result in the property reverting to the County of Suffolk.

(6) For each property transferred hereunder that is under construction and not yet occupied, the grantee shall provide the Director with an annual report setting forth the status of development of the parcel transferred hereunder, including the status of municipal approvals and funding sources. For each parcel that is occupied, the grantee shall provide the Director with an annual report setting forth the exact and precise use for which the property is being used, the sales price of the unit, if applicable, and the rent or occupancy charges, if applicable. Such annual report shall also verify that the occupants are veterans and that the income qualifications for occupants set forth herein have been met.

(7) The consideration paid to the County of Suffolk for any vacant or uninhabitable parcel conveyed hereunder shall be nominal consideration not to exceed $10. In the case of habitable structures, the consideration paid to the County of Suffolk shall be the County's investment in the property, including taxes and other charges paid or payable by the County, in connection with such property.
(8) The Director shall establish written rules and procedures to implement this program. Such procedures shall include minimum financial, management and housing development qualifications for not-for-profit corporations seeking to participate in the program.

[F. Repayment.

(1) All land acquired and housing subsidized pursuant to § A36-2DC shall be subject to:

(a) Covenants and restrictions governing the use of the parcel(s) and housing thereon; and

(b) Repayment of the WHS or AHS, as the case may be, pursuant to the terms set forth in any and all funding documents when the ownership/rental requirements and/or affordability requirements contained in the development/rental agreement(s) and deed are not met.

(2) Under certain circumstances, including but not limited to affordability requirements in excess of 30 years, repayment of the WHS or AHS, as the case may be, may be forgiven.

[G. Monitoring and compliance.

(1) The County shall administer the requirements of this article as follows:

(a) The Director shall develop and draft guidelines, rules and procedures necessary and appropriate to ensure compliance with this article.

(b) In addition to overseeing the reporting requirements set forth in § A36-2BA and § A36-2CIB of this article, the Director shall monitor all aspects of program and procedural compliance with the Suffolk County housing opportunities programs described herein.

G. Student Loan Computation

(1) When calculating income qualification in accordance with the programs and requirements described in § A36-2, repayment of student loan(s) shall be factored into income calculation as follows:

(a) The individual or family's income shall be reduced by the total amount of verified student loan payments made in the preceding calendar year; and

(b) Any individual or family claiming income reduction pursuant to this subsection G. shall provide proof of student loan payment pursuant to the Director's guidelines, rules and procedures.

(c) Individual or family income shall not be adjusted by more than $36,000 pursuant to this subsection G.
§ A36-3 Visitability requirements.

A. Any new dwelling unit that is to be designed and/or constructed with the assistance of the County of Suffolk pursuant to § A36-2[B]A of this article ("72-h transfer program") or § A36-2[D]C of this article ("Workforce Housing Program") shall comply with the design and construction requirements set forth in this section.

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C. Each municipality, developer or participating employer that receives County assistance under § A36-2[B]C and § A36-2[D]C shall submit assurance to the Workforce Housing Director that construction activities will be conducted in compliance with this section.

****

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 within 120 days upon its 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: MARCH 1, 2019
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2019

TITLE: I.R. NO. -2019; A LOCAL LAW TO GAIN AND RETAIN OUR WORKFORCE ("GROW ACT")

SPONSOR: PRESIDING OFFICER, ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 2/27/2019  PUBLIC HEARING: 3/26/2019

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

This proposed local law would amend Section A36 of the SUFFOLK COUNTY ADMINISTRATIVE CODE to allow for student loan debt repayment to be used to reduce income value when calculating household income to determine eligibility for affordable housing programs. For the purposes of these programs, an individual or family’s household income shall be reduced by the total amount of verified student loan payments made in the preceding calendar year, with a maximum reduction of $36,000.

This law also makes additional changes to the affordable housing programs. Namely, it extends the time period for owner-occupancy associated with the 72-h program from 5 years to 10 years and increases the affordability requirements for 72-h rental units from 10 years to 20 years. It also will require that all affordable units associated with the natural disaster component of the 72-h program be occupied by individuals and families whose income is no more than 120% of HUD median income limits. This law will also eliminate the County's first time homebuyer's auction program.

This law will apply to all actions occurring on or after the effective date of this law. This law will take effect 120 days after filing in the Office of the Secretary of State.

SARAH SIMPSON
Counsel to the Legislature

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RESOLUTION NO. -2019, ADOPTING LOCAL LAW NO. - 2019, A LOCAL LAW REDUCING FEES FOR INSTRUMENTS PRESENTED FOR RECORDING OR FILING TO THE COUNTY CLERK

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on 2019, a proposed local law entitled, "A LOCAL LAW REDUCING FEES FOR INSTRUMENTS PRESENTED FOR RECORDING OR FILING TO THE COUNTY CLERK" and said local law in final form is the same as when presented and introduced; now, therefore be it

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

LOCAL LAW NO. -2019, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW REDUCING FEES FOR INSTRUMENTS PRESENTED FOR RECORDING OR FILING TO THE COUNTY CLERK

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

Section 1. Legislative Intent.

This Legislature finds and determines that with the passage of the 2017 Tax Cuts and Jobs Act by President Trump and the Congress, for the first time in tax history in the United States, a limit was placed on the amount a taxpayer could deduct for state and local taxes on a federal income tax return to $10,000.00.

This Legislature hereby further finds and determines that the cap is essentially a regional federal income tax surcharge on our residents.

This Legislature hereby further finds and determines that according to a NYSAC report issued April, 2018 46.3% of Suffolk County residents filed itemized tax returns, with an average itemized deduction of $31,251.

This Legislature hereby further finds and determines that the Long Island Congressional Delegation vehemently opposed the SALT cap, noting that New Yorkers already get short changed by federal government, getting 79 cents back from Washington for every dollar they pay in taxes — or a shortfall of $48 billion annually.

This Legislature hereby further finds and determines that home sales are an important driver of local economic activity. The cap on this historical deduction created by President Trump and the Congress is hindrance to citizens in their pursuit of the American dream of homeownership.
This Legislature hereby further finds and determines that the SALT cap may have a significant negative impact on the local economy by negatively impacting the housing market.

This Legislature also finds and determines that the County should take steps to defray the cost of the local federal tax surcharge created by the SALT cap by reducing the cost of recording and filing fees on mortgage instruments by 10%.

Therefore, the purpose of this law is to reduce fees to help defray the cost of the SALT cap.

Section 2. Amendments.

Section A18-3 of the Suffolk County Code is hereby amended as follows:

Chapter A
Administrative Code
Article XVIII
County Clerk

§ A18-3. Verified identification numbers required on all instruments filed pertaining to title of land.

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G. The Director of the Real Property Tax Service Agency is entitled, for the verification of Tax Map numbers on instruments presented for recording or filing, to a fee of $200 per parcel; for each additional parcel a fee of $200 for each parcel, up to a dollar amount not to exceed $5,000, payable to the County Clerk at the time of recording or filing. In addition, the Director of the Real Property Tax Service Agency is entitled, for the verification of Tax Map numbers on all mortgage instruments, including but not limited to mortgages, supplemental mortgages, refinance of mortgages, reverse mortgages, consolidations of mortgages, modifications of mortgages, assignment of mortgages, extension of mortgages, collateral mortgages, correction mortgages, substitute mortgages, subordination of mortgages, satisfaction of mortgages, alternative mortgages, miscellaneous mortgages, spreaders, splitters, nomination agreements, building loan agreements, as well as any other form of security agreement affecting real property, presented for recording or filing, a separate and additional fee of [$300] $200 per instrument, payable to the County Clerk at the time of recording or filing.] The fee shall be frozen for three years from the effective date of this resolution.

****

Section 3. Applicability.

This law shall apply to all instruments presented for recording or filing 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)(26), and/or (33) 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 with the Secretary of State.

DATED:

APPROVED BY:

__________________________
County Executive of Suffolk County

Date:

[] Brackets denote deletions.
_ _ Underlining denotes additions.
DATE: MARCH 1, 2019
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2019

TITLE: I.R. NO. -2019; A LOCAL LAW REDUCING FEES FOR INSTRUMENTS PRESENTED FOR
RECORDING OR FILING TO THE COUNTY CLERK

SPONSOR: PRESIDING OFFICER ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 2/27/2019
PUBLIC HEARING: 3/26/2019

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

A18-3 of the Suffolk County Administration Code establishes a $300 recording fee for all
instruments filed with the County Clerk. This local law would reduce the $300 fee to $200 and
freeze it at that rate for a period of three years.

This law will apply to all instruments presented for recording or filing on or after the effective
date. This law will take effect immediately upon filing in the Office of the Secretary of State.

SARAH SIMPSON
Counsel to the Legislature

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