



The State University
of New York

Office of the
Chief Financial Officer

State University Plaza
Albany, New York 12246

www.suny.edu

December 14, 2015

President Shaun L. McKay
Suffolk County Community College
533 College Road
Selden, NY 11784

Re: START-UP NY

Dear President McKay:

Congratulations. Attached is the approved application for Suffolk County Valley Community College's Amended Campus Plan for Designation of Tax-Free Area(s).

After completion of the required 30-day comment period, please submit evidence of stakeholder notification, along with your complete campus plan, to Empire State Development at designations@esd.ny.gov.

Best of luck to you and Suffolk County Community College in launching the START-UP NY program.

Best Regards,

A handwritten signature in black ink that reads "Eileen McLoughlin".

Eileen McLoughlin
Vice Chancellor for
Finance and Chief
Financial Officer

Attachment

Copy: SUNY START-UP NY Proposal Review Team

To Learn
To Search
To Serve

the Power of The logo for SUNY (The State University of New York) features the word "SUNY" in a bold, blue, sans-serif font, enclosed within a blue circular border.



The State University of New York

SUNY START-UP NY
Campus Plan for Designation of Tax-Free Area(s) Memorandum (CPM)

To: SUNY Chancellor
From: Dr. Shaun L. McKay, President
Re: Suffolk County Community College Campus Plan for Designation of Tax-Free Area(s) ("Campus Plan")
Date: December 7, 2015

For campus Office of the President:
The arrangement documented in the attached Campus Plan is aligned to the academic mission of [Suffolk County Community College] and in accordance with all SUNY policies, procedures, and guidelines.

Handwritten signature of Shaun L. McKay

Signature of campus President

Dr. Shaun L. McKay

FOR SUNY SYSTEM ADMINISTRATION USE ONLY

For SUNY's START-UP NY Proposal Review Team Co-Chair: It is recommended by the SUNY START-UP NY Proposal Review Team that SUNY [approve/reject] the attached Campus Plan:

Handwritten signature of Jeffrey A. Boyce

Proposal Review Team Co-Chair

12-11-15

Date

Jeffrey A. Boyce

Print Name

For SUNY Office of the Chancellor:
The attached Campus Plan is hereby [approved/rejected] for campus submission to the NYS Commissioner of Economic Development.

Handwritten signature of Eileen McLoughlin

Signature of the Chancellor or designee

12/14/15

Date

Eileen McLoughlin

Print Name

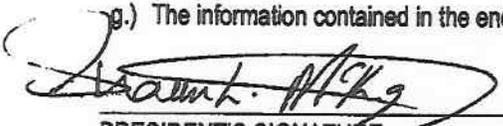


The State University
of New York

To: Howard Zernsky, President & CEO, Empire State Development and Commissioner, NYS Department of Economic Development
From: Shaun L. McKay, President, Suffolk County Community College
Re: Suffolk County Community College Campus Plan for Designation of Tax-Free Area(s)
Date: December 7, 2015

I, Shaun L. McKay, President of Suffolk County Community College, hereby certify the following:

- a.) We have provided a copy of the enclosed Campus Plan for Designation of Tax-Free NY Areas (Campus Plan) to the municipality or municipalities in which the proposed Tax-Free NY Areas are located, as well as to local economic development entities, the College Governance Council, union representatives, and student government, at least thirty (30) days prior to submitting the Campus Plan, and evidence of submission will be sent as a separate document; and
- b.) We comply with Public Officers Law, Section 74, Suffolk County Community College's Code of Professional Ethics, the County of Suffolk's Code of Ethics (Suffolk County Code, Section 77.1 *et seq.*), and the State University of New York's Conflict of Interest Policy (Document Number 6001); and attach copies of these provisions and/or policies herewith (See, Attachment A); and
- c.) We comply with the Commissioner's rules and guidelines on anticompetitive behavior (NY EDL, art. 21, sect. 440); and
- d.) We are aware of the non-governmental use limitations associated with state issued tax exempt bonds and if our proposed Tax-Free NY Area was financed with tax exempt bonds, we will: 1.) make potential businesses aware of these limitations when marketing property; and 2.) take appropriate steps to ensure that non-governmental use of property funded with tax-exempt bonds will not jeopardize the tax exempt status of state-issued bonds; and
- e.) We consulted with the municipality or municipalities in which off-campus land or space is located prior to including such space or land in the proposed Tax-Free NY Areas, and we have given preference to underutilized properties; and
- f.) We have not relocated or eliminated any academic programs, any administrative programs, offices, housing facilities, dining facilities, athletic facilities, parking, or any other facility, space or program that actively serves students, faculty or staff in order to create vacant land or space to be designated as a Tax-Free NY Area; and
- g.) The information contained in the enclosed application is accurate and complete.


PRESIDENT'S SIGNATURE

12/10/15
DATE

Attachments/Enclosures:

- 1.) Tax-Free Area Plan with Polygon shapefile of campus area (if available) and/or point data of vacant space (if available), OR outline and shaded delineation of proposed tax-free area on a campus aerial photo and/or campus map shaded to indicate land or building containing proposed tax-free space, and floor plans of building space with designated space clearly labeled and shaded.
- 2.) Excel spreadsheet of property to be designated
- 3.) Applicable conflict of interest policies
- 4.) Evidence of submission of Tax-Free Area Plan to interested parties
- 5.) START-UP NY Program Participation Policy (See, Attachment B).



START-UP NY CAMPUS PLAN FOR DESIGNATION OF TAX-FREE AREA(S)

Campus Name: Suffolk County Community College
Contact Name: Drew Biondo / Benjamin Zwirn
Campus Contact Title: Director of Communications / Director of Legislative Affairs
Campus Contact E-mail: biondodr@sunysuffolk.edu / zwirnb@sunysuffolk.edu
Campus Contact Phone: 631-451-4776 / 631-451-4705

THE TAX-FREE NY AREA PLAN SHALL BE DEVELOPED BY THE CAMPUS TEAM AND PROVIDE THE FOLLOWING REQUIRED INFORMATION:

1) Specification or identification of space or land proposed for designation as a Tax-Free NY Area identifying the following:

- i. Provide the name and address of the SUNY, CUNY or community college seeking approval as a Sponsor, the address of the space or land proposed for designation as a Tax-Free NY Area, and a written description of the physical characteristics of the area for designation.

ii.

Name: Suffolk County Community College
Campus Address: 533 College Road, Selden, NY 11784 (Ammerman Campus) 1001 Crooked Hill Road, Brentwood, NY 11717 (Michael J. Grant Campus)
Address(es) of Proposed Tax-Free NY Area(s) :
Site A: 71.23 acres of Suffolk County owned vacant land bordering College Road and Mooney Pond Road, Selden, Town of Brookhaven, NY 11784, also known as, SC Tax Map Nos: 0200-538.00-05.00-001.002 & 0200-538.00-05.00-001.005.
Site B: 2.789 acres of Town of Babylon owned vacant land on Acorn Street, Wyandanch, Town of Babylon, NY 11798, also known as, SC Tax Map Nos: 0100-040.00-02.00-048.008 & 0100-040.00-02.00-040.011.
Site C: 7.86 acres of vacant land on the Suffolk County Community College Michael J. Grant Campus, 1001 Crooked Hill Road, Brentwood, NY 11717.
Description of Physical Characteristics of Proposed Tax-Free NY Area(s):
1. Site A: Designation is requested for the entirety of Suffolk County Tax Map Numbers: 0200-538.00-05.00-001.002 and 0200-538.00-05.00-001.005, 71.23 acres of County-owned vacant underutilized land, located adjacent to Suffolk County Community College's Ammerman Campus, bordering College Road and Mooney Pond Road in Selden, NY.
In addition to a prime location adjacent to the College, Site A is located near a proposed new north-south Bus Rapid Transit (BRT) corridor which will facilitate easy connections

with three branches of the Long Island Railroad, significantly increasing mobility and providing unique access to the site. Site A also benefits from proximity to the Long Island MacArthur Airport (Islip), as well as an available connection to the Suffolk County Sewer District No. 9.

In partnership with one or more developers, new space will be built to specifications in response to demand from eligible StartUP NY companies. The proposed use of the site is consistent with local plans, such as Suffolk County Executive Steven Bellone's Connect Long Island Regional Transportation and Development Plan, the Town of Brookhaven Comprehensive Plan, and the Middle Country Land Use Plan.

2. Site B: Designation is requested for the entirety of Suffolk County Tax Map Numbers: 0100-040.00-02.00-048.008 and 0100-040.00-02.00-048.011, 2.789 acres of Town-owned vacant land located in Wyandanch Village, a transit-oriented development. The completion of the MTA's 920-space parking facility allows for the use of these two (2) vacant parcels, as the surface parking area is now unnecessary.

The site is adjacent to the Wyandanch Train Station and will benefit from walkable access to public transit, a range of new housing options, nearby retail, civic buildings, and public spaces. This site is located approximately seven (7) miles from the College's Michael J. Grant Campus in Brentwood, NY.

3. Site C: Designation is requested for a portion of Suffolk County Tax Map Number: 0500-071.00-01.00-012.004, 7.86 acres of undeveloped land located on the eastern-most portion of the Michael J. Grant Campus of Suffolk County Community College. The campus is bounded on the east by Wicks Road, on the south by Community College Drive, and on the north by the Long Island Expressway.

- iii. Complete the Excel spreadsheet template provided with this document, noting the instructions on page 2. Include the official SUNY Physical Space Inventory (PSI) building number and a clear description of the spaces in the building or floor (when the entire floor is under consideration), or floor/wing (with outer rooms defining the space specifically listed). Include only properties sought to be designated now and exclude potential sites that may be considered in the future (see 2a below). **See, Attachment C.**
- iv. Provide also a representation of each proposed site drawn in AutoCAD on a scaled campus map with boundaries drawn clearly. Two versions should be created; one including an imbedded layer from Google Earth or other aerial photograph of the property. The second version should exclude the photographic imagery. Each parcel under consideration must have a unique alpha numeric identifier, clearly labeled on each plan which ties to identifiers in the Excel spreadsheet. If digital files containing Polygon shapefile that delineates area for designation are available, provide these as well. **See, Attachment D.**

- v. Provide a campus map with each proposed building shaded. Label each building with the official building number as listed in the SUNY Physical Space Inventory (PSI) along with the building name. For each building shaded and labeled, include floor plans of all areas under consideration with the specific spaces clearly shaded and labeled with official PSI room numbers. If digital files containing Point shapefiles that provide locations of area for designation are available, provide these as well. N/A

- 2) The total square footage of the space and/or acreage of land proposed for designation as a Tax-Free NY Area is:

Site A: Selden – 71.23 acres of Suffolk County-owned property is available adjacent to the Suffolk County Community College Campus to site an eligible business.

Site B: Wyandanch – 2.789 acres of Babylon Town-owned property is available at the Wyandanch Rising Transit Oriented Redevelopment Project.

Site C: Brentwood – 7.86 acres on the Michael J. Grant Campus of Suffolk County Community College.

- 2a) *If applicable*: You may include here a description of any potential space or acreage of land that you may seek to designate as a Tax-Free NY Area under the START-UP NY Program in the future. This may include campus property that may become vacant, or other properties in your community that are not currently part of your campus but may be desirable for a company partner and with which you may consider an affiliation if an appropriate partner is identified. Do not include these properties in the Excel spreadsheet.

Potential Site #1: A proposed 112,000 – 197,000 SF (0.97 acre footprint) three (3) to five (5) story commercial/office building (“Building C”) that will sit on Site B: 2.789 acres of Babylon Town-owned property at the Wyandanch Rising Transit Oriented Redevelopment Project.

- 2b) *If applicable*: The total square footage of the space or acreage of land that you may propose to designate as a Tax-Free Area as identified in 2a, if known.

Potential Site #1: A proposed 112,000 – 197,000 SF (0.97 acre footprint) three (3) to five (5) story commercial/office building (“Building C”) that will sit on Site B: 2.789 acres of Babylon Town-owned property at the Wyandanch Rising Transit Oriented Redevelopment Project.

- 3) Provide a description of the type of business or businesses that may locate in the area identified in #1.

In compliance with START-UP NY regulations and restrictions for downstate campuses, the types of businesses and industries to be targeted will be start-ups and/or high technology and may include:

- Cyber and Homeland Security
- Wireless and Information Technology
- Manufacturing Technology
- Software Development
- Engineering and Remanufacturing
- Biotechnology

- Electronics
- Process Technologies

- 4) Provide a description of the campus academic mission, and explain how the businesses identified in #3 will align or further the academic mission of the university or college.

The mission of Suffolk County Community College is to promote intellectual discovery, physical development, social and ethical awareness, and economic opportunities for all through an education that transforms lives, builds communities and improves society. With more than 26,000 students enrolled at three campuses in Selden, Brentwood and Riverhead, Suffolk County Community College is the largest community college in New York State. The College offers Associate in Arts (A.A.), Associate in Science (A.S.), and Associate in Applied Science (A.A.S.) degrees and professional certificates in 100 programs of study.

Suffolk County Community College is committed to offering programs and services that fulfill the educational needs of the residents of Suffolk County. All of College's curricula are registered by the New York State Department of Education.

SCCC's Transfer Programs prepare students to enter four-year colleges and universities. They include a broad range of disciplines, including science and engineering, and computer science. The College's Career Programs, designed to match the occupational goals of students with regional employment needs, prepare graduates for technical professional jobs after graduation from Suffolk.

Certificate Programs provide the skills necessary for employment after one year of study. These programs emphasize the skills required for direct entry into the job market.

The industry sectors to be targeted for recruitment will closely align with Suffolk County Community College's academic strengths.

All businesses associated with Suffolk Community College through START-UP NY will be required to build upon the skills students have acquired during their academic career. Accepted businesses will provide collaborative research-related experiences for students and faculty.

Suffolk County Community College will seek businesses, for example, that provide computer science majors with the opportunity to engage in the development of new technologies for mobile devices or computers. We will seek businesses that provide the opportunity for our applied sciences majors to not only use their skills explaining and predicting phenomena in the natural environment to practical applications in engineering, manufacturing, or and research and development, but also to assist with the commercialization of new products and technologies. We also envision opportunities to be engaged with businesses in marketing and communications, among other fields.

- 5) Provide a description of how participation by these types of businesses in the START-UP NY Program will generate positive community and economic benefits, including but not limited to:
- Increased employment opportunities;

- Increased opportunities for internships, vocational training and experiential learning for undergraduate and graduate study;
- Diversification of the local economy;
- Environmental sustainability;
- Increased entrepreneurship opportunities;
- Positive, non-competitive and/or synergistic links to existing businesses;
- Effect on the local economy; and
- Opportunities as a magnet for economic and social growth.

START-UP NY will attract start-up companies to the region and create high paying jobs in targeted high-technology sectors. Start-UP NY will create an entrepreneurial ecosystem where the potential of local research institutions –Brookhaven National Laboratory and Cold Spring Harbor laboratory, among others -- is harnessed by entrepreneurs who start companies and create jobs on Long Island.

In addition, businesses selected to participate in Suffolk County Community College's Start-Up New York initiative will be expected to provide and/or participate in the College's learning environment by providing internships in their area of expertise. Internships have become a critical component of a college student's education. Through internships, students gain experience in different fields, test career interests, and establish contacts in the business world. In addition to these benefits, internships permit students to gain practical experience without making a commitment to a specific field. Internships allow students who do not know exactly what they want to do to work in different fields with the hope of finding a job they really enjoy. For other students, internships confirm their interest in a particular course of study and reinforce their career goals. Start-up businesses may also provide valuable opportunities for students to learn about entrepreneurship and business operations.

The proposed tax free zones will allow for significant incentives without major impacts to existing taxing jurisdictions. These "innovation zones" will allow new companies emerging from local research institutions to grow and develop in Suffolk County, creating high paying jobs and growing an innovation economy with immeasurable community benefits.

Suffolk County Community College is part of the economic and cultural ecosystem of Suffolk County. Business development through the College will provide another avenue to assist growth in the local community. Positioning start-up businesses and aligning business with educational activities will result in a number of economic and community benefits for Suffolk County.

The College's participation in START-UP NY will result in increased employment opportunities for our students and help to staunch the loss of our region's young, motivated and educated workers, due to a lack of jobs, housing, and transportation. Internships, vocational training, and curriculum integrated with local employment needs will result in more graduates being hired by local businesses which, in turn, will boost the local economy. Gainfully employed students and former students will be able to root themselves in our community, afford local housing, and contribute to civic and cultural activities.

In addition, our participation in START-UP NY will assist in making the Long Island Regional

Economic Development Council's vision to "make Long Island a global center for innovation and the model for knowledge-based suburban economy" a reality. (Long Island's Future Economy, November 14, 2011).

Suffolk County Community College is also a central component to the Suffolk County Executive's Connect Long Island Plan. Connect Long Island is a regional transportation and development plan aimed at creating an innovation economy and sustainable economic growth by supporting Transit Oriented Development, and building 21st century transportation infrastructure that connects these development hubs to our major educational institutions and innovation zones for emerging hi-tech companies.

Plans for a new north-south transit connection along the Nicolls Road corridor are well underway, and funding for some of the major components have been secured. Suffolk County Community College and associated START-UP NY businesses will significantly benefit from connections to all three branches of the LIRR, housing and economic activity in Patchogue Village, and existing relationships with other Long Island institutions of higher education, such as Stony Brook University, St. Joseph's College, and Briarcliffe College.

The collaborative effort fostered through Start-UP NY and fostered by Suffolk County Community College will help establish relationships that encourage community renewal and civic participation, and ensures that businesses will choose to stay in Suffolk County long after Start-UP NY tax-benefits have expired.

The College is confident that its participation in START-UP NY will result in long-term sustainable economic growth and vitality.

- 6) Provide a description of the process the Sponsor (campus) will follow to select participating businesses. The description should identify the membership of any group or committee that may make recommendations, the final decision-maker, and the criteria that will be used to make decisions. This group or committee must include representation from faculty governance. The criteria may include some or all of the following:

A. Academic and Research Alignment

1. Is the business in an industry aligned with current and/or developing University research, scholarly, and creative activity?
2. Does the business provide experiential learning and workforce opportunities (e.g., internships, fellowships, full-time jobs) for students and graduates?
3. Does the business provide areas for partnership and advancement for faculty and students?
4. Will the business provide access to research instrumentation, tools, and/or equipment necessary to advance the academic and research mission?
5. Will the business fund scholarships, campus facilities or other academic services or amenities?
6. Will the business and/or its employees contribute to instruction or provide student mentoring?
7. Does the business offer the use of company resources, intellectual property or expertise to support the academic mission?

B. Economic Benefit

1. How many net new jobs will be created?

2. Is the business viable in both the short- and long-term?
3. Will the business attract private financial investment?
4. Does the business plan to make capital investments (e.g., renovation, new construction)?
5. Are the new jobs in critical areas of the economy?
6. How will the College financially benefit from the terms of the lease?

C. Community Benefits

1. Does the business have the support of one or more municipal or community entities?
2. Is the business recruiting employees from the local workforce?
3. Does the business invest in underserved, economically distressed regions?
4. Will the business rely on suppliers within the local and regional economy?

Suffolk County Community College's START-UP NY program will be overseen by a special committee composed of the following representatives of the College and the County of Suffolk:

- A. College President and/or appointed representative
- B. College General Counsel
- C. Faculty Governance (member)
- D. College Board of Trustees (member)
- E. Student Representative
- F. Suffolk County Deputy Commissioner of Economic Development and Planning
- G. Suffolk County Director of Project Development

The oversight by the committee will ensure alignment with the College's mission, and connect companies with programs that best support their activities.

The College will utilize the services of the Suffolk County Department of Economic Development and Planning, as well as the Suffolk County Industrial Development Agency, to communicate the benefits of the START-UP NY program through various media outlets. In addition, the College will collaborate with economic development specialists and business organizations in the community, such as the IDAs in the Towns of Brookhaven, Babylon and Islip, and the Long Island Association (LIA), to identify potential businesses that would benefit from START-UP NY, grow the local economy, and, most importantly, support our academic mission.

The College's special committee will review applications to determine if proposed businesses comport with the College's mission and strategic plan.

Business will be selected based upon criteria and eligibility for Start-Up New York, alignment with the College's mission; and ability to contribute to student learning and harmony with the campus environment.

The Application Process

Initial Meeting/Information Session – Provide program information and initial guidance to interested businesses. Provide an opportunity for businesses to interact with key staff from the College, ESD, and local economic development and business organizations.

Preliminary Submission – Businesses will submit a draft application to the College. Q & A with key College personnel. Businesses will have an opportunity to address comments prior to final submission to the College.

Final Submission – Businesses submit final application to the College.

Initial Review – Internal review of final application resulting in tentative recommendation and scheduling of interview.

Formal Interview – The College's special committee formally interviews company representatives.

Evaluation

- Meets all START-UP NY statutory requirements
- Business concepts are in alignment with College mission
- Financial standing and growth potential are evaluated
- Description of business activities; products/technologies to be developed
- Demonstration of economic, educational, and community benefits

Approval

- The College President will make the final decision to approve or deny applications, after evaluation of all facts and circumstances. This decision shall be in the President's sole and absolute discretion, and shall be final and non-appealable.

START-UP NY AFFILIATION AGREEMENT

THIS AGREEMENT ("AGREEMENT") dated as of JUNE 24, 2016 (the "Effective Date"), by and between **Suffolk County Community College** ("College"), an educational institution organized and existing under the laws of the State of New York, under the program of the State University of New York (SUNY), with its principal office located at 533 College Road, Selden, New York 11784, and the **Town of Babylon** (the "AFFILIATE"), a municipal corporation of the State of New York, having its principal place of business located at 200 East Sunrise Highway, Lindenhurst, New York 11757. Terms herein may be used before being defined.

W I T N E S S E T H

WHEREAS, the New York State Legislature has determined that to revitalize the economy of the State of New York (the "State"), it is necessary and appropriate to promote entrepreneurship and job creation by transforming public higher education institutions through the establishment of tax free areas, to attract high tech businesses, startups companies, venture capital, new business and investments from across the world; and

WHEREAS, in furtherance of this objective, the State Legislature created the "START-UP NY program" under Chapter 68 of the Laws of 2013 (as amended from time to time, the "Act"), which authorizes the creation of tax-free areas ("Tax-Free NY Areas") on eligible university and college campuses in New York State, including SUNY campuses, for new and expanding businesses to both foster job creation and enhance the academic mission of the participating universities;

WHEREAS, College is sponsoring Tax-Free NY Areas to foster job creation to enhance the academic mission of its participating campuses as set forth in the Act and to make available vacant land and space in such Tax-Free NY Areas for use by eligible business under the Act; and

WHEREAS, pursuant to the Act, the Board of Trustees of SUNY has designated the College as one of its participating campuses in the Start-Up New York program and has submitted to the Commissioner of Economic Development a "Campus Plan for Designation of Tax-Free NY Area(s)" (as it may be amendment from time to time, the "College Plan") for the designation of certain eligible property associated with the College; and

WHEREAS, the regulations associated with the Act (5 NYCRR § 220) (the "Regulations") define "campus" to include any real property in New York State owned or leased by an affiliated not-for-profit entity on behalf of a university or college or for the benefit of a university or college, and any such additional real property acquired, established, operated or contracted to be operated for or on behalf of the university or college; in addition the Regulations require that real property owned or leased by a not-for-profit entity on behalf of a university or college or for the benefit of a university or college must be utilized by the university or college in furtherance of any stated academic mission of that university or college.

WHEREAS, AFFILIATE is a municipal corporation created under the laws of the State of New York; and

WHEREAS, AFFILIATE owns or leases the Real Property which is envisaged to be part of the College Campus for START-UP NY purposes; and

WHEREAS, College and AFFILIATE are affiliated within the meaning of the Regulations as they are connected, related, or associated by virtue of their status as public entities within New York State and their shared goals and responsibilities under this AGREEMENT, as are set forth in greater detail below;

WHEREAS, the AFFILIATE's mission, purposes and objectives are aligned with the academic mission of the College as are set forth in greater detail in the College Plan, to be approved by the Commissioner.

WHEREAS, as public entities formed under New York State Law, the College and AFFILIATE desire to work together to further the public purposes of job creation and public higher education in New York State through collaboration on the START-UP NY program, and desire to enter into this AGREEMENT to document their affiliation to do so; and

WHEREAS, the parties intend that as a result of their affiliation that the Premises hereunder shall be eligible as Tax-Free NY Areas; and

WHEREAS, a not-for-profit local development corporation is an entity eligible to enter into an Affiliation Agreement with a campus for the purposes of designating a Tax-Free NY area; and

WHEREAS, the Town of Babylon may in the future seek to transfer ownership of the Real Property to a local development corporation.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the parties agree as follows:

1. AFFILIATE Affirmations.

AFFILIATE hereby affirms the following:

- (a) That the Town of Babylon is a municipal corporation of the State of New York. AFFILIATE is formed and operated exclusively for non-profit, governmental and public purposes, including without limitation, the promotion and provision of additional and maximum employment, improvement and maintenance of job opportunities, and the promotion and furthering of the public interest. No part of the income or earnings of AFFILIATE shall inure to the benefit or profit of, nor shall any distribution of its property or assets be made to, any officer or official of AFFILIATE;
- (b) the Premises is owned by the Town of Babylon;

(c) AFFILIATE is interested in the START-UP NY program and is committed to its goals of transforming higher education to create tax-free communities across the State to attract high-tech and other start-ups, venture capital, new business and investments from across the world;

(d) AFFILIATE is interested in helping College assist companies, especially high tech companies and start-up businesses, to start, grow and stay in the State;

(e) AFFILIATE acknowledges College's interest in and intent to participate in START-UP NY by becoming a Sponsor, as defined in the Regulations;

(f) AFFILIATE acknowledges the College's academic mission as described in the College Plan (the "Academic Mission"), and that START-UP NY will align with the Academic Mission through, among other things, linkages between the College and participating businesses to provide internships and work experience to College students;

(g) AFFILIATE is committed to the START-UP NY program goals of transforming higher education to create tax-free communities across the State to attract high tech and other start-ups, venture capital, new business and investments from across the world;

2. Term.

This AGREEMENT shall commence as of the Effective Date and shall expire on June 30, 2026, provided, however that the term of the AGREEMENT shall be automatically extended to run for the duration of any sublease, permit, license, or the like of any Participating Business locating within all or a portion of the Premises as part of the Start-Up New York program (the "Term"). Notwithstanding the foregoing either party may terminate this AGREEMENT in whole or in part with respect to any portion of the Premises that is leased or otherwise occupied by a Participating Business that has been removed from the START-UP NY program by the Commissioner pursuant to the Regulations (a "Terminated Business"). In addition, either party may terminate this AGREEMENT on ninety (90) days' notice to the other party, if such termination does not terminate the benefits received by any Participating Business in the START-UP NY program.

3. Premises.

The Premises that is the subject of this AGREEMENT shall be land located in the Town of Babylon at 20 Station Drive, Wyandanch, New York 11798, as described in more detail in Exhibit A (the "Premises"). The parties may revise Exhibit A from time to time by written agreement. Notwithstanding the foregoing and any provision of this Agreement, express or implied to the contrary, AFFILIATE may at any time and from time to time in its sole and absolute discretion, but upon prior written notice to the College, lease, license or otherwise permit the use and/or occupancy of any portion of the Premises not already designated for use and/or occupancy by a Participating Business under the Start-Up NY Program to other businesses not so designated.

4. Use of Premises; Affiliation.

(a) During the Term, AFFILIATE shall, consistent with the Campus Plan, lease and manage the Premises on behalf of and for benefit of the College for use in the START-UP NY program as a Tax-Free NY Area sponsored by SUNY for the College. The parties agree that the Premises shall be utilized in furtherance of the College's Academic Mission and in accordance with the Act and the Regulations, including, without limitation, for occupancy by businesses that are a "high tech business" or a "business in the formative stage", as defined by the Regulations. Notwithstanding the foregoing, AFFILIATE may at any time and from time to time in its sole and absolute discretion, but upon prior written notice to the College, lease, license or otherwise permit the use and/or occupancy of any part of the Premises not already designated for use and/or occupancy by a Participating Business under the Start-Up NY Program to other businesses not so designated.

(b) The parties hereby agree that AFFILIATE is "affiliated" with the College consistent with Section 220.2(b) of the Regulations and that the Premises is part of the College's campus for purposes of Section 220.2(f) of the Regulations.

5. Responsibilities relating to Tenants and the Management of the Premises.

(a) AFFILIATE and College shall cooperate to identify businesses that are eligible for the START-UP NY program for use and occupancy of the Premises. College shall have the final discretion whether to accept an application from a business to locate in the Premises under the START-UP NY Program. AFFILIATE shall only enter into leases, licenses, permits and the like (collectively "Leases") for all or part of the Premises under the START-UP NY Program with businesses that are identified to AFFILIATE by College as having been approved by College and the Commissioner for participation in the START-UP NY program under the Plan (a "Participating Business").

(b) Notwithstanding any other terms of this AGREEMENT, AFFILIATE shall be solely responsible in all respects for the management, maintenance and operation of the Premises, including, without limitation: negotiating and entering into Leases with Participating Businesses ("Program Leases"); collection of rent and other amounts, preparation of vacant space and land for rental; providing services and utilities; oversight and management of construction projects and tenant build-out; enforcing Lease provisions; marketing; and payment of all costs of associated with the foregoing. AFFILIATE shall publicly advertise and market the Premises. College shall have no obligation to perform or bear the cost of any of the foregoing.

(c) AFFILIATE shall have no authority to execute any instruments, agreements, or other documents on behalf of College, or otherwise bind College, except with College's prior written consent.

(d) Rent and other amounts collected by or on behalf of AFFILIATE under any Program Lease (collectively, "Program Rent"), shall be retained by AFFILIATE except that the AFFILIATE and College may decide to enter into revenue sharing arrangements. AFFILIATE

shall receive no compensation from College under this AGREEMENT or otherwise in relation to the START-UP NY program.

(e) For the avoidance of doubt, in addition to its rights to lease any portion of the Premises to other than Participating Businesses pursuant to Section 3 of this Agreement, AFFILIATE may, in its discretion, continue to lease the Premises to a Terminated Business following its removal from the START-UP NY program by the Commissioner. In the event a Participating Business has been removed from the START-UP NY program by the Commissioner pursuant to the Regulations, AFFILIATE shall, following College's request, cooperate with College to identify replacement space, if any, in the Premises for the START-UP NY program.

(f) College shall have no liability to AFFILIATE or to any Participating Business arising out of or related to any Program Lease. To the extent permitted by law, AFFILIATE shall indemnify, defend, and hold College and its officials, trustees and employees harmless against any claims, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursement) arising out of or related to any Program Lease.

6. The AFFILIATE agrees to provide College with a Comprehensive General Liability Insurance in the amount of \$2,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, naming the Suffolk County Community College as an additional insured. The AFFILIATE further agrees to send the College Campus designee cited in paragraph 8 of this Agreement, a copy of any notice of cancellation of such policy, renewal certificate of insurance or new certificate of insurance naming such College, as an additional insured, within five (5) business days. Notwithstanding the foregoing, Affiliate reserves the right to self-insure for all purposes including but not limited to comprehensive general liability insurance in lieu of procuring any such coverage from an insurance company. The Affiliate agrees that its decision to self-insure shall in no way limit the defenses or indemnification available to the Indemnified Parties as contemplated in Section 5(f) herein.

7. Plan Amendments; Further Assurances; Conflicts of Interest.

(a) The parties agree that the Campus Plan to be approved is incorporated by reference as Exhibit B to this Agreement.

(b) AFFILIATE shall reasonably assist College with amending any Campus Plans to include any property, including without limitation, providing such documents, diagrams, maps, floor plans, attestations and certifications as may be required by College as necessary or useful to amend the Plan. The College shall be free to amend the Campus Plan in all other respects which do not relate to the Premises. In the event the College seeks to amend the Campus Plan to remove the Premises, or any portion thereof, from the Campus Plan, the College shall give Affiliate ninety (90) days written notice of its intent to so amend the Campus Plan in accordance with paragraph 8 below, provided, however, such amendment does not terminate the benefits received by any Participating Business in the START-UP NY program which is in compliance with the terms and conditions of such program.

(c) The parties agree to execute any additional documentation as are reasonably necessary or useful to carry out the intention of this AGREEMENT.

(d) AFFILIATE shall comply with SUNY's conflict of interest policy relating to the START-UP NY program, as such policy is in effect from time to time, as well as the applicable College Conflict of Interest policy or guidelines, incorporated by reference as Exhibit C to this Agreement.

8. Notices

Each written notice, demand, approval or request by SUNY or AFFILIATE in connection with this AGREEMENT, unless expressly otherwise provided, shall be in writing, and shall be deemed given if either delivered in person, with delivery acknowledged in writing by the party receiving the same, or mailed in the United States mails by certified mail, return receipt requested, postpaid, and addressed:

(a) to SUNY at the following address:

The State University of New York
State University Plaza
Albany, New York 12246
Attention: Vice Chancellor, Office of Capital Facilities

with a copy to:

The Research Foundation for
the State University of New York
START-UP NY Liaison Office
35 State Street
Albany, NY 12207
Attention: Jeffrey Boyce, Director of Economic Development

(b) to College at the following address:

Suffolk County Community College
533 College Road, Selden, New York 11784
Attn: Alicia O'Connor, Deputy General Counsel
Telephone Number: (631) 451-4711
Email Address: aconnoa@sunysuffolk.edu

(c) AFFILIATE at the following address:

Rich Schaffer, Supervisor
Town of Babylon
200 East Sunrise Highway
Lindenhurst, New York 11702

or to such other address as may be specified by written notice sent in accordance herewith. Every notice, demand or request shall be deemed to have been given at the time of delivery if given in person, or three days after mailing.

9. Miscellaneous.

(a) This AGREEMENT shall be binding upon and inure to the benefit of College and AFFILIATE and their respective successors and assigns.

(b) This AGREEMENT shall be governed and construed in accordance with the laws of New York, excluding New York State's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State, excluding New York State's choice-of-law principles.

(c) Except as otherwise provided in this Agreement, any dispute arising under this Agreement shall be amicably resolved by the parties. If the parties are unable amicably to resolve the dispute within thirty (30) days, then either party may seek legal or equitable redress.

(d) In carrying out this AGREEMENT, AFFILIATE shall comply with all applicable laws, including, without limitation, the Act and the Regulations.

(e) This AGREEMENT may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed original, but all such counterparts together shall constitute but one and the same instrument.

(f) Neither party may assign, convey or transfer this AGREEMENT or any of their rights hereunder. Any such assignment, conveyance or transfer shall be deemed null and void.

(g) This AGREEMENT contains the entire understanding of the parties with respect to the matters contained herein.

(h) Any provision of this AGREEMENT may be waived by mutual written consent of the parties hereto, provided, however, that no such waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

(i) If any provision of this AGREEMENT is held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining portions of the AGREEMENT, unless it prevents accomplishment of the objectives and purposes of the AGREEMENT, which determination shall be submitted as a dispute under paragraph 9(c) herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT as of the day and year first above written.

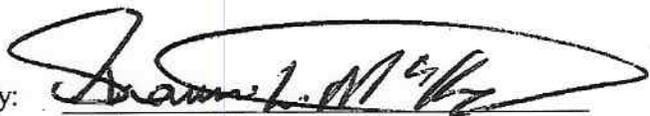
Town of Babylon

Suffolk County Community College

By: 

Name: Rich Schaffer

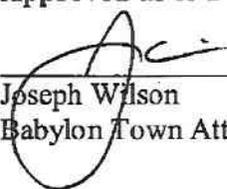
Title: Supervisor

By: 

Name: Shaun L. McKay, President

Title:

Approved as to Form:


Joseph Wilson
Babylon Town Attorney

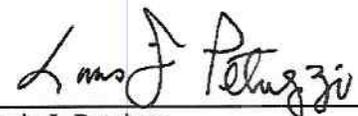

Louis J. Petrizzo
College General Counsel

EXHIBIT A

All that certain plot, piece or parcel of land situate, lying and being in Wyandanch, in the Town of Babylon, County of Suffolk State of New York, being known and designated as Lots 9 and 12 as shown on a certain map entitled, "Map of Wyandanch Transit-Oriented Development" filed in the Suffolk County Clerk's Office on December 9, 2013 as Map No. 11942; and more particularly bounded and described as follows:

Lot 9:

Beginning at the intersection of the easterly line of Avenue A with the southerly line of the entrance road to the proposed parking garage as they appear on a certain map entitled, "Map of Wyandanch Transit-Oriented Development" filed in the Suffolk County Clerk's Office on December 9, 2013 as Map No. 11942;

RUNNING THENCE along the southerly line of said entrance road, North $73^{\circ}12'29''$ East 90.49 feet; Thence South $16^{\circ}47'31''$ East 74.95 feet;

Thence North $73^{\circ}12'29''$ East 287.50 feet, to the westerly line of Avenue B, as it appears on said Map of Wyandanch Transit Oriented Development;

Thence along the westerly line of said Avenue B, South $16^{\circ}47'31''$ East 196.93 feet, to the northerly line of Acorn Street Extension as it appears on said Map of Wyandanch Transit Oriented Development;

Thence along said north line of Acorn Street Extension the following two courses:

1. South $73^{\circ}12'29''$ West 334.85 feet;
2. Thence North $68^{\circ}43'20''$ West 201.61 feet, to the easterly line of Avenue A, as it appears on said Map of Wyandanch Transit Oriented Development;

Thence along the easterly line of said Avenue A, North $21^{\circ}16'40''$ East 187.44 feet, to the southerly line of the entrance road to the proposed parking garage, at the Point of Beginning.

Containing within said bounds 94,250 Square Feet (2.164 Acres)

Lot 12:

Commencing at a tie intersection of the easterly line of Straight Path with the southerly line of Acorn Plaza, as it appears on the Map of Wyandanch Transit Oriented Development, said Point of Beginning also being 1,501.78 feet as measured along the easterly line of Straight Path from the intersection of the easterly line of Straight Path with the westerly line of 9th Street;

Running thence along the southerly line of Acorn Plaza the following two courses:

1. South 68°43'20" East 376.84 feet;
2. Thence North 73°12'29" East 5.80 feet, to the Point of Beginning;

RUNNING THENCE along the line of Acorn Plaza and Acorn Street Extension as they appear on said Map of Wyandanch Transit Oriented Development, the following five courses:

1. North 73°12'29" East 86.64 feet;
2. Thence North 21°16'40" East 74.94 feet;
3. Thence South 68°43 '20" East 202.21 feet;
4. Thence South 21°16'40" West 16.36 feet;
5. Thence south 16°57'48" East 11.72 feet;

Thence South 72°52'54" West 282.00 feet;

Thence North 16°47'31" West 91.91 feet, to the southerly line of Acorn Plaza, at the Point of Beginning.

Containing within said bounds 27,243 Square Feet (0.625 Acres)

EXHIBIT B

Incorporated by reference herein is the Campus Plan, to be approved.

EXHIBIT C

Incorporated by reference herein is SUNY's Conflict of Interest policy relating to the Start-Up NY Program, as such policy is in effect from time to time, as well as the applicable College Conflict of Interest Policy or guidelines.

START-UP NY AFFILIATION AGREEMENT

THIS AGREEMENT ("AGREEMENT") dated as of June 22, 2016 (the "Effective Date"), by and between **Suffolk County Community College** ("College"), an educational institution organized and existing under the laws of the State of New York, a chartered community college under the sponsorship of the County of Suffolk, with its principal office located at 533 College Road, Selden, New York 11784, and the **County of Suffolk** (the "AFFILIATE"), a municipal corporation of the State of New York, having its principal place of business located at 100 Veterans Memorial Highway, Hauppauge, New York 11788. Terms herein may be used before being defined.

W I T N E S S E T H

WHEREAS, the New York State Legislature has determined that to revitalize the economy of the State of New York (the "State"), it is necessary and appropriate to promote entrepreneurship and job creation by transforming public higher education institutions through the establishment of tax free areas, to attract high tech businesses, startups companies, venture capital, new business and investments from across the world; and

WHEREAS, in furtherance of this objective, the State Legislature created the "START-UP NY program" under Chapter 68 of the Laws of 2013 (as amended from time to time, the "Act"), which authorizes the creation of tax-free areas ("Tax-Free NY Areas") on eligible university and college campuses in New York State, for new and expanding businesses to both foster job creation and enhance the academic mission of the participating universities;

WHEREAS, College is sponsoring Tax-Free NY Areas to foster job creation to enhance the academic mission of its participating campuses as set forth in the Act and to make available vacant land and space in such Tax-Free NY Areas for use by eligible business under the Act; and

WHEREAS, pursuant to the Act, the Board of Trustees of the College, through Resolution No. 2015.46, duly adopted on May 21, 2015, authorized the submission to the New York State Commissioner of Economic Development (the "Commissioner") of a "Campus Plan for Designation of Tax-Free NY Area(s)" (as it may be amendment from time to time, the "College Plan") for the designation of certain eligible property associated with the College; and

WHEREAS, the regulations associated with the Act (5 NYCRR § 220) (the "Regulations") define "campus" to include any real property in New York State owned or leased by an affiliated not-for-profit entity on behalf of a university or college or for the benefit of a university or college, and any such additional real property acquired, established, operated or contracted to be operated for or on behalf of the university or college; in addition the Regulations require that real property owned or leased by a not-for-profit entity on behalf of a university or college or for the benefit of a university or college must be utilized by the university or college in furtherance of any stated academic mission of that university or college.

WHEREAS, AFFILIATE is a municipal corporation created under the laws of the State of New York; and

WHEREAS, AFFILIATE owns or leases the Real Property which is envisaged to be part of the College Campus for START-UP NY purposes; and

WHEREAS, College and AFFILIATE are affiliated within the meaning of the Regulations as they are connected, related, or associated by virtue of their status as public entities within New York State and their shared goals and responsibilities under this AGREEMENT, as are set forth in greater detail below;

WHEREAS, the AFFILIATE's mission, purposes and objectives are aligned with the academic mission of the College as are set forth in greater detail in the College Plan, to be approved by the Commissioner.

WHEREAS, as public entities formed under New York State Law, the College and AFFILIATE desire to work together to further the public purposes of job creation and public higher education in New York State through collaboration on the START-UP NY program, and desire to enter into this AGREEMENT to document their affiliation to do so; and

WHEREAS, the parties intend that as a result of their affiliation that the Premises hereunder shall be eligible as Tax-Free NY Areas.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein set forth, the parties agree as follows:

1. AFFILIATE Affirmations.

AFFILIATE hereby affirms the following:

- (a) That the County of Suffolk is a municipal corporation of the State of New York;
- (b) the Premises is owned by the County in fee;
- (c) AFFILIATE is interested in the START-UP NY program and is committed to its goals of transforming higher education to create tax-free communities across the State to attract high-tech and other start-ups, venture capital, new business and investments from across the world;
- (d) AFFILIATE is interested in helping College assist companies, especially high tech companies and start-up businesses, to start, grow and stay in the State;
- (e) AFFILIATE acknowledges College's interest in and intent to participate in START-UP NY by becoming a Sponsor, as defined in the Regulations;
- (f) AFFILIATE acknowledges the College's academic mission as described in the College Plan (the "Academic Mission"), and that START-UP NY will align with the Academic Mission through, among other things, linkages between the College and participating businesses to provide internships and work experience to College students;

(g) AFFILIATE is committed to the START-UP NY program goals of transforming higher education to create tax-free communities across the State to attract high tech and other start-ups, venture capital, new business and investments from across the world;

2. Term.

This AGREEMENT shall commence as of the Effective Date and shall expire ten (10) years on the anniversary of the Effective Date, provided, however that the term of the AGREEMENT shall be automatically extended to run for the duration of any sublease, permit, license, or the like of any Participating Business locating within all or a portion of the Premises as part of the Start-Up New York program (the "Term"). Notwithstanding the foregoing either party may terminate this AGREEMENT in whole or in part with respect to any portion of the Premises that is leased or otherwise occupied by a Participating Business that has been removed from the START-UP NY program by the Commissioner pursuant to the Regulations (a "Terminated Business"). In addition, either party may terminate this AGREEMENT on ninety (90) days' notice to the other party, if such termination does not terminate the benefits received by any Participating Business in the START-UP NY program.

3. Premises.

The Premises that is the subject of this AGREEMENT shall be vacant land located in the Town of Brookhaven, as described in more detail in Exhibit A (the "Premises"). The parties may revise Exhibit A from time to time by written agreement. Notwithstanding the foregoing and any provision of this Agreement, express or implied to the contrary, AFFILIATE may at any time and from time to time in its sole and absolute discretion, but upon prior written notice to the College, lease, license or otherwise permit the use and/or occupancy of any portion of the Premises not already designated for use and/or occupancy by a Participating Business under the Start-Up NY Program to other businesses not so designated.

4. Use of Premises; Affiliation.

(a) During the Term, AFFILIATE shall, consistent with the Campus Plan, lease and manage the Premises on behalf of and for benefit of the College for use in the START-UP NY program as a Tax-Free NY Area sponsored by the State University of New York ("SUNY") for the College. The parties agree that the Premises shall be utilized in furtherance of the College's Academic Mission and in accordance with the Act and the Regulations, including, without limitation, for occupancy by businesses that are a "high tech business" or a "business in the formative stage", as defined by the Regulations. Notwithstanding the foregoing, AFFILIATE may at any time and from time to time in its sole and absolute discretion, but upon prior written notice to the College, lease, license or otherwise permit the use and/or occupancy of any part of the Premises not already designated for use and/or occupancy by a Participating Business under the Start-Up NY Program to other businesses not so designated.

(b) The parties hereby agree that AFFILIATE is "affiliated" with the College consistent with Section 220.2(b) of the Regulations and that the Premises is part of the College's campus for purposes of Section 220.2(f) of the Regulations.

5. Responsibilities relating to Tenants and the Management of the Premises.

(a) AFFILIATE and College shall cooperate to identify businesses that are eligible for the START-UP NY program for use and occupancy of the Premises. College shall have the final discretion whether to accept an application from a business to locate in the Premises under the START-UP NY Program. AFFILIATE shall only enter into leases, licenses, permits and the like (collectively "Leases") for all or part of the Premises under the START-UP NY Program with businesses that are identified to AFFILIATE by College as having been approved by College and the Commissioner for participation in the START-UP NY program under the Plan (a "Participating Business").

(b) Notwithstanding any other terms of this AGREEMENT, AFFILIATE shall be solely responsible in all respects for the management, maintenance and operation of the Premises, including, without limitation: negotiating and entering into Leases with Participating Businesses ("Program Leases"); collection of rent and other amounts, preparation of vacant space and land for rental; providing services and utilities; oversight and management of construction projects and tenant build-out; enforcing Lease provisions; marketing; and payment of all costs of associated with the foregoing. AFFILIATE shall publicly advertise and market the Premises. College shall have no obligation to perform or bear the cost of any of the foregoing.

(c) AFFILIATE shall have no authority to execute any instruments, agreements, or other documents on behalf of College, or otherwise bind College, except with College's prior written consent.

(d) Rent and other amounts collected by or on behalf of AFFILIATE under any Program Lease (collectively, "Program Rent"), shall be retained by AFFILIATE except that the AFFILIATE and College may decide to enter into revenue sharing arrangements. AFFILIATE shall receive no compensation from College under this AGREEMENT or otherwise in relation to the START-UP NY program.

(e) For the avoidance of doubt, in addition to its rights to lease any portion of the Premises to other than Participating Businesses pursuant to Section 3 of this Agreement, AFFILIATE may, in its discretion, continue to lease the Premises to a Terminated Business following its removal from the START-UP NY program by the Commissioner. In the event a Participating Business has been removed from the START-UP NY program by the Commissioner pursuant to the Regulations, AFFILIATE shall, following College's request, cooperate with College to identify replacement space, if any, in the Premises for the START-UP NY program.

(f) College shall have no liability to AFFILIATE or to any Participating Business arising out of or related to any Program Lease. To the extent permitted by law, AFFILIATE shall indemnify, defend, and hold College and its officials, trustees and employees harmless against any claims, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursement) arising out of or related to any Program Lease.

6. The AFFILIATE agrees to provide College with a Comprehensive General Liability Insurance in the amount of \$2,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, naming the Suffolk County Community College as an additional insured. The AFFILIATE further agrees to send the College Campus designee cited in paragraph 8 of this Agreement, a copy of any notice of cancellation of such policy, renewal certificate of insurance or new certificate of insurance naming such College, as an additional insured, within five (5) business days. Notwithstanding the foregoing, Affiliate reserves the right to self-insure for all purposes including, but not limited to, comprehensive general liability insurance in lieu of procuring any such coverage from an insurance company. The Affiliate agrees that its decision to self-insure shall in no way limit the defenses or indemnification available to the College as contemplated in Section 5(f) herein.

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(a) The parties agree that the Campus Plan to be approved is incorporated by reference as Exhibit B to this Agreement.

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(c) The parties agree to execute any additional documentation as are reasonably necessary or useful to carry out the intention of this AGREEMENT, as authorized by its respective board and legislative body, as the case may be.

(d) AFFILIATE shall comply with SUNY's conflict of interest policy relating to the START-UP NY Program, as such policy is in effect from time to time, as well as the applicable College Conflict of Interest policy or guidelines, incorporated by reference as Exhibit C to this Agreement.

8. Notices

Each written notice, demand, approval or request by SUNY, COLLEGE or AFFILIATE in connection with this AGREEMENT, unless expressly otherwise provided, shall be in writing, and shall be deemed given if either delivered in person, with delivery acknowledged in writing by the party receiving the same, or mailed in the United States mails by certified mail, return receipt requested, postpaid, and addressed:

(a) to SUNY at the following address:

The State University of New York
State University Plaza
Albany, New York 12246
Attention: Vice Chancellor, Office of Capital Facilities

with a copy to:

The Research Foundation for
the State University of New York
START-UP NY Liaison Office
35 State Street
Albany, NY 12207
Attention: Jeffrey Boyce, Director of Economic Development

(b) to College at the following address:

533 College Road, Selden, New York 11784
Attn: Alicia O'Connor, Deputy General Counsel
Telephone Number: (631) 451-4711
Email Address: aconnoa@sunysuffolk.edu

(c) AFFILIATE at the following address:

100 Veterans Memorial Highway, Hauppauge, New York 11788
Attn: Joanne Minieri, Deputy County Executive
Telephone Number: (631) 854-4800
Email Address: Joanne.Minieri@suffolkcountyny.gov

or to such other address as may be specified by written notice sent in accordance herewith. Every notice, demand or request shall be deemed to have been given at the time of delivery if given in person, or three days after mailing.

9. Miscellaneous.

(a) This AGREEMENT shall be binding upon and inure to the benefit of College and AFFILIATE and their respective successors and assigns.

(b) This AGREEMENT shall be governed and construed in accordance with the laws of New York, excluding New York State's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of New York State, excluding New York State's choice-of-law principles.

(c) Except as otherwise provided in this Agreement, any dispute arising under this Agreement shall be amicably resolved by the parties. If the parties are unable amicably to resolve the dispute within thirty (30) days, then either party may seek legal or equitable redress.

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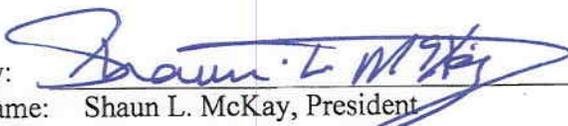
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IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT as of the day and year first above written.

County of Suffolk

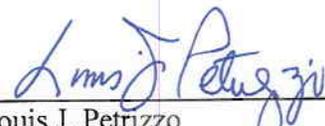
Suffolk County Community College

By: 
Name: Dennis M. Cohen
Title: Chief Deputy County Executive

By: 
Name: Shaun L. McKay, President
Title:

Approved as to Form:

Dennis M. Brown
County Attorney


Louis J. Petrizzo
College General Counsel

By: 
Marisa G. Marletti-Schifano
Assistant County Attorney 6/27/16

EXHIBIT A
Description of Premises

All, that certain plot, piece or parcel of land with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 538.00, Block 05.00, Lot 001.002, and acquired by Quit Claim Deed on February 10, 1992, from the County of Suffolk and recorded April 10, 1992, in Liber 11448, CP 563, and described as follows:

Beginning at a point on the northerly boundary of the existing Mooney Pond Road at the intersection of the said boundary with the easterly boundary of the original High View Drive (prior to taking);

Running thence along the last mentioned boundary N-05°-05'-10" East, 1,164.95 feet;

Thence S-84°-54'-50" East, 444.46 feet;

Thence S-05°-14'-50" West, 299.28 feet;

Thence S-05°-39'-00" West, 510.20 feet to a point on the northerly boundary of Mooney Pond Road;

Thence S-60°-40'-20" West, 242.60 feet along Mooney Pond Road;

Thence S-52°-36'-10" West, 323.35 feet along Mooney Pond Road to the point or place of the **Beginning**, being of or about 9.88 Acres more or less.

AND

All, that certain plot, piece or parcel of land with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200, Section 538.00, Block 05.00, Lot 001.005

Beginning at a point at the intersection of the existing northerly boundary of Mooney Pond Road and the existing Westerly Boundary of College Road (Sanitarium Road);

Thence, from said **Point of Beginning**, westerly, along the aforementioned northerly boundary of Mooney Pond Road the following two(2) courses and distances;

1. S 61°-25'-30" W, a distance of 990.85 feet to a point;
2. Thence, S 51°-03'-10" W, a distance of 314.97 feet to a point on the division line between the subject parcel on the east and the land of the County of Suffolk on the west;

Thence, N 07°-06'-20" W, along said division line, a distance of 510.20 feet to a point;

Thence, N 07°-30'-30" W, continuing along the aforementioned division line, a distance of 299.28 feet to a point on the division line between the subject parcel on the north and the land of the County of Suffolk on the south;

Thence, S 82°-19'-50" W, along said division line, a distance of 444.46 feet to a point on the division line between the subject parcel on the west and the land of the County of Suffolk on the east;

Thence, S 07°-40'-10" E, along said division line, a distance of 1164.95 feet to a point on the existing northerly boundary of the aforementioned Mooney Pond Road;

Thence, S 39°-50'-50" W, along said northerly boundary of Mooney Pond Road, a distance of 67.80 feet to a point on the division line between the subject parcel on the east and the easterly boundary of the map of "Natures Gardens, Section 6" filed in the office of the Clerk of Suffolk County as File No. 650 and dated October 27, 1931 on the west;

Thence, N 07°-40'-10" W, along said division line, a distance of 2520.56 feet to a point on the existing southerly boundary of Seminole Street;

Thence, N 82°-19'-50" E, along said southerly boundary of Seminole Street, a distance of 50.00 feet to a point on the division line between the subject parcel on the west and the land, now or formerly, of the Selden Fire District on the east;

Thence, S 07°-40'-10" E, along said division line a distance 599.91 feet to a point on the division line between the subject parcel on the south and the land, now or formerly, of the Selden Fire District on the north;

Thence, N 82°-19'-50" E, along said division line, a distance of 444.69 feet to a point on the division line between the subject parcel on the east and the land, now or formerly, of the Selden Fire District, on the west;

Thence, along said division line the following three (3) courses and distances:

1. N 07°-59'-00" W a distance of 279.51 feet to a point;
2. Thence, N 07°-50'-10" W, a distance of 200.43 feet to a point
3. Thence, N 07°-49'-40" W, a distance of 120.00 feet to a point on the southerly boundary of Seminole Street and the Southerly Boundary of the Map of "Holiday Estates" filed in the office of the Clerk of Suffolk County as File No.4921 and dated August 4, 1967;

Thence, along said boundary the following two (2) courses and distances;

1. N 80°-05'-30" E, a distance of 456.39 feet to a point;
2. Thence, N 79°-17'-50" E, a distance of 762.83 feet to a point on the existing westerly boundary of College Road (Sanitarium Road);

Thence, S 07°-14'-30" E, along said westerly boundary of College Road (Sanitarium Road) a distance of 1636.47 feet to a point;

Thence, S 23°-25'-30" W, a distance of 28.00 feet to the **Point of Beginning**, Being 2,691,001± Square Feet or 61.35 Acres more or less.

EXHIBIT B

Incorporated by reference herein is the Campus Plan, to be approved.

EXHIBIT C

Incorporated by reference herein is SUNY's Conflict of Interest policy relating to the Start-Up NY Program, as such policy is in effect from time to time, as well as the applicable College Conflict of Interest Policy or guidelines.

PUBLIC OFFICERS LAW

§ 74. Code of ethics.

1. **Definition.** As used in this section: The term "**state agency**" shall mean any state department, or division, board, commission, or bureau of any state department or any public benefit corporation or public authority at least one of whose members is appointed by the governor or corporations closely affiliated with specific state agencies as defined by paragraph (d) of subdivision five of section fifty-three-a of the finance law or their successors.

The term "**legislative employee**" shall mean any officer or employee of the legislature but it shall not include members of the legislature.

2. **Rule with respect to conflicts of interest.** No officer or employee of a state agency, member of the legislature or legislative employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his duties in the public interest.

3. Standards.

- a. No officer or employee of a state agency, member of the legislature or legislative employee should accept other employment which will impair his independence of judgment in the exercise of his official duties.
- b. No officer or employee of a state agency, member of the legislature or legislative employee should accept employment or engage in any business or professional activity which will require him to disclose confidential information which he by reason of his official position or authority.
- c. No officer or employee of a state agency, member of the legislature or legislative employee should disclose confidential information acquired by him in the course of his official duties nor use such information to further his personal interests.
- d. No officer or employee of a state agency, member of the legislature or legislative employee should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself or others, including but not limited to, the misappropriation to himself, herself or to others of the property, services or other resources of the state for private business or other compensated non-governmental purposes.
- e. No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the state with any business entity in which he has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his official duties.
- f. An officer or employee of a state agency, member of the legislature or legislative employee should not by his conduct give reasonable basis for the impression that any person can improperly influence him or unduly enjoy his favor in the performance of his official duties, or that he is affected by the kinship, rank, position or influence of any party or person.

- g.** An officer or employee of a state agency should abstain from making personal investments in enterprises which he has reason to believe may be directly involved in decisions to be made by him or which will otherwise create substantial conflict between his duty in the public interest and his private interest.
- h.** An officer or employee of a state agency, member of the legislature or legislative employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust.
- i.** No officer or employee of a state agency employed on a full-time basis nor any firm or association of which such an officer or employee is a member nor corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such officer or employee, should sell goods or services to any person, firm, corporation or association which is licensed or whose rates are fixed by the state agency in which such officer or employee serves or is employed.

4. Violations. In addition to any penalty contained in any other provision of law any such officer, member or employee who shall knowingly and intentionally violate any of the provisions of this section may be fined, suspended or removed from office or employment in the manner provided by law. Any such individual who knowingly and intentionally violates the provisions of paragraph b, c, d or i of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed ten thousand dollars and the value of any gift, compensation or benefit received as a result of such violation. Any such individual who knowingly and intentionally violates the provisions of paragraph a, e or g of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed the value of any gift, compensation or benefit received as a result of such violation.

CODE OF PROFESSIONAL ETHICS

The Board of Trustees of Suffolk Community College believes it is important to establish an official Code of Professional Ethics for the College to promote professional management of its operations. To further this objective, all employees of the College are enjoined to adhere to legal, moral and professional standards of conduct in the fulfillment of their responsibilities. Standards set forth in this Code are promulgated in order to enhance the performance of all persons engaged in College operations.

Personal Standards

College employees shall demonstrate and be dedicated to the highest ideals of honor and integrity in all public and personal relationships to merit the respect, trust and confidence of all governing authorities, students, other employees and the public at large.

- They shall devote their time, skills and energies to their positions both independently and in cooperation with other professionals.
- They shall abide by approved practices and recommended standards.

Responsibility as an Employee of the Association

College employees shall recognize and be accountable for their responsibilities as employees of a public community college.

- They shall be sensitive and responsive to the rights of the public and its changing needs.
- They shall strive to provide the highest quality of performance.
- They shall exercise prudence and integrity in the management of assets in their custody and in all activities.
- They shall uphold both the letter and the spirit of the constitution, legislation and regulations governing their actions and report violations of the law to the appropriate authorities.

Professional Development

College employees shall be responsible for maintaining their own competence and for enhancing the competence of their colleagues and for providing encouragement to those seeking to enter into community college service. College employees shall promote excellence in community college service.

Professional Integrity – Information

College employees shall demonstrate professional integrity in the provision and management of information.

- They shall not knowingly sign, subscribe to, or permit the issuance of any statement or report which contains any misstatement or which omits any material fact.

- They shall prepare and present statements and information pursuant to applicable law and generally accepted practices and guidelines.
- They shall respect and protect privileged information to which they have access by virtue of their position.
- They shall be sensitive and responsive to inquiries from the public and the media, within the framework of existing policy.

Professional Integrity – Relationships

College employees shall act with honor, integrity and virtue in all professional relationships.

- They shall exhibit loyalty and trust in the affairs and interests of the College, within the confines of this Code of Ethics.
- They shall not knowingly be a party to or condone any illegal or improper activity.
- They shall respect the rights, responsibilities and integrity of their colleagues and others with whom they work and associate.
- They shall manage all matters of personnel within the scope of their authority so that fairness and impartiality govern their decisions.
- They shall promote equal employment opportunities, and in doing so, oppose any discrimination, harassment or other unfair practice.

Conflict of Interest

College employees shall actively avoid the appearance of or the fact of conflicting interests.

- They shall discharge their responsibilities without favor and shall refrain from engaging in any outside matters of financial or personal interest incompatible with the impartial and objective performance of their College responsibilities and duties.
- They shall not, directly or indirectly, seek or accept personal gain which would influence, or appear to influence, the conduct of their official responsibilities and duties.
- They shall not use College property or resources for personal gain.

Board of Trustees
August 26, 2004

Suffolk County, NY
Friday, August 28, 2015

Chapter 77. Ethics and Accountability

Part 1. Code of Ethics and Financial Disclosure

[Adopted 10-11-2011 by L.L. No. 55-2011^[1]]

[1] *Editor's Note: This local law also repealed former Art. 1 of this chapter, Financial Disclosure, adopted 6-13-1978 by L.L. No. 12-1978 (Ch. 61 of the 1985 Code), as amended.*

Article I. Code of Ethics

§ 77-1. Definitions.

When used in this Part 1, the following terms shall have the meanings indicated:

AGENCY

A department, division, bureau, board, commission, advisory committee, office or other agency of County government.

AGENCY SERVED BY A PUBLIC OFFICIAL

- A. In the case of a County employee, the agency employing such employee; or
- B. In the case of other public servants, the agency which exercises control of the public servant or the agency to whom the public servant reports.

APPEAR

To make any communication, for compensation, other than those involving ministerial matters.

ASSOCIATED

A person or firm associated with a public servant includes a spouse, domestic partner, child, parent or sibling; a person with whom the public servant has a business or other financial interest; and each firm in which the public servant has an interest.

BOARD

The Board of Ethics.

BUSINESS DEALINGS WITH THE COUNTY

Any transaction with the County involving the sale, purchase, rental, disposition or exchange of any goods, services, or property, or any license, grant or benefit, and any performance with respect to any of the foregoing, but shall not include any transaction involving the public servant's residence or any ministerial matter.

COUNTY

The County of Suffolk or any agency of the County of Suffolk.

COUNTY EMPLOYEE

All elected officials and public servants who are employed by the County and compensated for their services, but shall not include members of occupational licensing boards.

ELECTED OFFICIAL

A person holding office as County Executive, District Attorney, Clerk, Comptroller, Treasurer, Sheriff or member of the County Legislature.

FIRM

A sole proprietorship, joint venture, partnership, corporation or any other form of business enterprise.

INTEREST

A financial interest in a firm or a position with a firm held by a public servant, the public servant's spouse, domestic partner or unemancipated child.

LOBBYIST

A person or firm registered as a lobbyist with the County of Suffolk pursuant to Chapter 580 of the Suffolk County Code or any successor statute thereto.

MEMBER

A member of the Board of Ethics.

MINISTERIAL MATTER

An administrative act, including the issuance of a license, permit or other permission of the County, which is carried out in a prescribed manner and which does not involve substantial personal discretion.

OWNERSHIP INTEREST

An interest in a firm held by a public servant, or the public servant's spouse, domestic partner or unemancipated child, which exceeds 5% of the firm or an investment of \$25,000 in cash or other form of commitment, whichever is less, and any lesser interest in a firm when the public servant, or the public servant's spouse, domestic partner or unemancipated child, is an officer of the firm or exercises managerial control or responsibility regarding such firm, but shall not include interests held in any pension plan, deferred compensation plan or mutual fund, the investments of which are not controlled by the public servant, the public servant's spouse, domestic partner or unemancipated child.

PARTICULAR MATTER

Any case, proceeding, application, request for a ruling or benefit, determination, contract, investigation, charge, accusation, arrest or similar action which involves a specific party or parties.

POLITICAL PARTY OFFICER

A chairperson of any County political party committee elected pursuant to § 2-112 of New York Election Law or the chairperson of any duly constituted Town political party committee.

POSITION

A position in a firm, such as an officer, director, trustee or employee, or any management position, or as an attorney, agent, broker or consultant to the firm, which does not constitute an ownership interest in the firm.

PUBLIC SERVANT

All officials, officers and employees of the County, whether paid or unpaid.

SPOUSE

A husband or wife of a public servant who is not legally separated from such public servant.

SUPERVISOR

Any person having the authority to control or direct the work of a public servant.

UNEMANCIPATED CHILD

Any son, daughter, stepson or stepdaughter who is under the age of 18, unmarried and living in the household of the public servant.

§ 77-2. Prohibited interests in firms doing business with County.

- A. No public servant shall have an ownership interest in a firm which such public servant knows is engaged in business dealings with the department or agency served by such public servant.
- B. No County employee shall have an ownership interest in a firm which such employee knows is engaged in business dealings with the County.
- C. An individual who, prior to becoming a public servant, has an ownership interest which would be prohibited under this section, shall either:
 - (1) Divest of the ownership interest; or
 - (2) Terminate the business dealing with the County; or
 - (3) Disclose to the Board such ownership interest and comply with its order.
- D. A public servant who has an ownership interest and did not know of a business dealing which would cause the interest to be prohibited, but has subsequently gained knowledge of such business dealing; or a public servant who holds an ownership interest which, subsequent to the public servant's acquisition of the interest, enters into a business dealing which would cause the ownership interest to be prohibited; or a public servant, who, by operation of law, obtains an ownership interest which would be prohibited shall disclose to the Board such ownership interest. Further, the public servant will, within 15 days of knowing of the business dealing, either:
 - (1) Divest of the ownership interest; or
 - (2) Terminate the business dealing with the County; or
 - (3) Ask the Board to determine whether such ownership interest, if maintained, would be in conflict with the proper discharge of the public servant's official duties.
- E. When an individual discloses an ownership interest to the Board pursuant to Subsection C of this section, or a public servant requests that the Board make a determination regarding an ownership interest pursuant to Subsection D, the Board shall issue an order setting forth its determination as to whether or not such interest, if maintained, would be in conflict with the proper discharge of the public servant's official duties. In making such determination, the Board shall take into account the nature of the public servant's duties, the manner in which the interest may be affected by any action of the County, the appearance of conflict and such other factors as the Board deems appropriate. If the Board determines a conflict exists, the Board's order shall require divestiture or such other action as it deems appropriate which may mitigate such conflict.

§ 77-3. Prohibited conduct.

- A. A public servant who has an interest in a firm which is not prohibited by § 77-2 shall not take any action as a public servant particularly affecting that interest.
- B. No public servant shall engage in any business, transaction or private employment, or have any financial or private interest which is in conflict with the proper discharge of his or her official duties.

- C. No public servant shall use his or her official position or office, or take or fail to take any action, in a manner which he or she knows or has reason to know may result in a personal financial benefit to himself or herself, a person or firm associated with the public servant, a customer or client of the public servant or any person from whom the public servant has received a gift or any goods or services for less than fair market value, during the preceding 12 months.
- D. No public servant shall disclose any confidential information concerning the property, affairs or government of the County which is obtained as a result of the official duties of such public servant and which is not otherwise available to the public or use such information to advance any financial or private interest of the public servant or of any person associated with the public servant; provided, however, that this shall not prohibit any public servant from disclosing information concerning conduct which the public servant knows or reasonably believes to involve waste, inefficiency, corruption, criminal activity or conflict of interest.
- E. No public servant shall solicit or accept any gift having a value of \$75 or more from any person or firm which such public servant knows is or intends to become engaged in business dealings with the County.
- F. No public servant shall receive compensation for performing any official duty except from the County or accept or receive any gift or gratuity from any person or entity whose interests will be affected by the public servant's official action or whose interests have been affected by the public servant's official action.
- G. No public servant shall solicit, accept or receive any gift or gratuity from a lobbyist.
- H. No public servant shall, for compensation, represent private interests before any County agency or appear directly or indirectly on behalf of private interests in matters involving the County. For a public servant who is not a County employee, this prohibition shall apply only to the agency served by the public servant.
- I. No public servant shall appear as attorney or counsel against the interests of the County in any litigation in which the County is a party, or in any action or proceeding in which the County, or any public servant of the County, acting in the course of official duties, is a complainant, provided that this subsection shall not apply to an elected official representing himself or herself, or to a public servant employed by an elected official who appears as attorney or counsel for that elected official, in any litigation, action or proceeding in which the elected official has standing and authority to participate by virtue of his or her capacity as an elected official. This subsection shall not apply to an elected official who represents himself or herself in an election law matter or to a public servant who represents a defendant in a criminal proceeding. For a public servant who is not a County employee, this prohibition shall apply only to the agency served by the public servant.
- J. No public servant shall coerce or attempt to coerce, by intimidation, threats or otherwise, another public servant to engage in political activities or participate in a political campaign. Participation in a political campaign shall include managing or aiding in the management of a campaign, soliciting votes, circulating nominating petitions or canvassing voters for a particular candidate or performing similar acts which are unrelated to the public servant's duties or responsibilities.
- K. No public servant shall compel, induce or request any person to make a monetary or in-kind contribution to any candidate for elected office, committee or political party under threat of prejudice to, or promise of, advantage in rank, compensation or other job-related status.
- L. No public servant shall attempt to influence the course of any proposed legislation in the County Legislature that will affect an interest of the public servant or the interest of a person or firm associated with the public servant without publicly disclosing to the Legislature the nature and extent of the private interest.

- M. No public servant shall give or promise to give any portion of his or her compensation or any money or valuable thing to any person in consideration of having been nominated, appointed, elected or employed as a public servant.
- N. No public servant shall make personal use of County letterhead, personnel, equipment, supplies or resources.

§ 77-4. Prohibition on dual office-holding; other provisions relating to political party officials.

- A. No political party officer shall be eligible to serve as an elected official, department commissioner, assistant district attorney or member of any board, commission, authority, or public benefit corporation whose members are appointed by the County Executive or County Legislature.
- B. No elected official shall hold another paid position of employment with the County or a paid position of employment with any department, office, commission, board or agency of the United States of America, New York State, any town or village government, or public benefit corporation created under the provisions of New York State law. This provision shall not apply to an elected official who also holds a position as a teacher in a public school district or a professor at a public university or college.
- C. A political party officer may represent private interests before a County agency but he or she shall first disclose to the Board the nature and scope of the services to be provided.
- D. No political party officer or firm in which he or she holds an ownership interest shall have business dealings with the County, except that a political party officer or his or her firm may receive a contract from the County as a result of a competitive bidding process conducted in accordance with Article 5-A of the New York General Municipal Law.

§ 77-5. Exemptions.

This article shall not prohibit:

- A. An elected official from appearing without compensation before any County agency on behalf of constituents in the performance of his or her public duties and responsibilities.
- B. A public servant from accepting or receiving any County benefit which is provided for or made available to residents generally, or a substantial class of residents to which the public servant belongs.
- C. An elected official from proposing or voting on a measure that will provide a benefit to the elected official, if the benefit will be available to County residents generally or to a substantial class of residents to which the public servant belongs.
- D. A public servant or public servant's spouse from acting as an attorney, agent, broker, officer, director or consultant for any not-for-profit corporation or other entity which operates on a not-for-profit basis, which has business dealings with the County, provided that such public servant takes no direct or indirect part in such business dealings and that the public servant receives no salary or other compensation for such activities.
- E. A contract between the County and a public servant for instructing approved emergency medical services training service programs.
- F. A contract between the County and a public servant for the purpose of providing a foster home for a child under the care of the Suffolk County Department of Social Services, unless the public servant's official responsibilities include approving, authorizing or auditing foster care payments.

- G. An elected official from accepting an invitation to, and attending and participating in, an event sponsored by a community group or organization.

§ 77-6. Post-employment restrictions.

- A. No public servant shall solicit, negotiate for, or accept employment with any firm which is involved in business dealings with the County while such public servant is directly concerned with or personally participating in those business dealings on behalf of the County. This prohibition shall not apply to positions in the federal, state or any local government.
- B. No former public servant shall appear, within a two-year period after his or her separation from County service, before the County agency served by such public servant. This prohibition shall not apply to a former public servant who appears before a County agency on behalf of another government entity as an elected representative or employee.
- C. No person who has served as a public servant shall appear before the County, or receive compensation for any services rendered, in relation to any particular matter in which such person had participated personally and substantially as a public servant.
- D. No elected official shall appear before any agency in the branch of County government served by such elected official within a period of two years after such official's separation from County service. For the purposes of this section, the executive branch consists of all agencies of the County, except the County Legislature. This prohibition shall not apply to a former elected official who appears before a County agency on behalf of another governmental entity as an elected representative or employee.
- E. No public servant shall, after leaving County service, disclose or use for private advantage any confidential information gained from County service which is not otherwise available to the public; however, this shall not prohibit any former public servant from disclosing any information concerning conduct which the public servant knows or reasonably believes to involve waste, inefficiency, corruption, criminal conduct or conflict of interest.
- F. No elected official may resign prior to the completion of his or her term of office and be employed by the County in any other position for a period of two years after his or her resignation.
- G. No elected official may resign prior to the completion of his or her term of office and be employed with a certified employee organization which engages in collective bargaining negotiations with the County for a period of two years after his or her resignation.
- H. No elected official whose term of office has expired may accept employment with a certified employee organization which engages in collective bargaining negotiations with the County for a period of two years after the expiration of his or her term.
- I. Nothing contained in this section shall prohibit a former public servant from being associated with or having a position in a firm which appears before a County agency or from acting in a ministerial matter regarding business dealings with the County.

§ 77-7. Recusal and disclosure.

- A. A public servant shall promptly recuse himself or herself from acting on any matter when acting on the matter, or failing to act on the matter, would constitute prohibited conduct under the Code of Ethics or would financially benefit the public servant, a person or firm associated with the public servant, a customer or client or any person from whom the public servant has received a gift, or any goods or services for less than market value in the preceding 12 months.

- B. Whenever a public servant is required to recuse himself or herself under the Code of Ethics, he or she shall:
- (1) Promptly inform his or her immediate supervisor, if any;
 - (2) Promptly file with the Board a signed statement disclosing the nature and extent of the conflict; and
 - (3) Immediately refrain from participating further in the particular matter.

§ 77-8. Disclosure involving County contracts.

- A. Where a public servant has, or acquires, an interest in any actual or proposed contract, purchase agreement, lease agreement or other agreement with the County, the public servant shall disclose the nature and extent of that interest in writing to his or her immediate supervisor and to the Board as soon as he or she has knowledge of the actual or prospective interest.
- B. For the purposes of this section, "interest" means a direct or indirect pecuniary or material benefit accruing to the public servant as a result of a contract with the County. A public servant shall be deemed to have an interest in the contract of:
- (1) His or her spouse, except as to his or her spouse's employment agreement with the County;
 - (2) A firm, partnership, or association of which the public servant is a member or employee; and
 - (3) A corporation of which the public servant is an officer, director or employee.

§ 77-9. Penalties for offenses.

- A. Upon a determination by the Board that a violation of § 77-1 or 77-2 involving a contract, sale or other transaction has occurred, the County may elect to void the contract, sale or transaction in question.
- B. Upon a determination by the Board that a violation of § 77-2, 77-3, 77-7 or 77-8 of this article has occurred, the Board shall have the authority to impose fines up to \$10,000 and to recommend to the hiring authority suspension or removal of the public servant from office or employment.
- C. Any person who knowingly violates § 77-2, 77-3, 77-4, 77-6, 77-7 or 77-8 of this article shall be guilty of a misdemeanor and subject to a term of imprisonment not in excess of one year and/or a fine of \$1,000.

Article II. Financial Disclosure

§ 77-10. Persons required to file financial disclosure statement.

Notwithstanding any other provision of law to the contrary, the following public servants and persons shall file with the Board the approved disclosure statement by May 15 of each year, unless a different date is provided below, answering each and every question contained in the statement:

- A. Elected officials and chairpersons of County political party committees.
- B. Each person, who is not otherwise required to file a financial disclosure statement pursuant to this article, who has declared his or her intention to seek nomination or election and who has filed a

petition for the Office of County Executive, District Attorney, Comptroller, Clerk, Treasurer, Sheriff or County Legislature, shall file such statement on or before the last day for filing his or her designating petitions.

- C. Each person, who is not otherwise required to file a financial disclosure statement pursuant to this article, who has been designated to fill a vacancy in a designation or nomination for the Office of County Executive, District Attorney, Comptroller, Clerk, Treasurer, Sheriff or County Legislature, shall file such statement within 15 days after a certificate designating such person to fill such vacancy is filed with the Board of Elections.
- D. Each department head, chief deputy department head and deputy department head.
- E. Each employee of the County Executive's Office and the County Legislature whose responsibilities include the independent exercise of managerial or policymaking functions, as annually determined by the appointing authority, subject to review by the Board.
- F. Each County employee, other than an employee of the County Executive's Office and the County Legislature, who holds a policymaking position as annually determined by the head of his or her agency, subject to review by the Board.
- G. Each County employee whose duties at any time during the preceding calendar year involved the negotiation, authorization or approval of leases, franchises, revocable consents, concessions, real estate licenses and contracts, including those involving the sale, rental, or lease of real property.
- H. Members appointed to the Suffolk County Planning Commission, the Board of the Suffolk County Off-Track Betting Corporation, the Suffolk County Industrial Development Agency, the Suffolk County Water Authority, and the Board of Trustees of the Department of Parks, Recreation and Conservation.

§ 77-11. Procedures for filing and review of financial disclosure statements.

- A. Each agency head shall determine by February 15 of each year, subject to review by the Board, which persons within the agency are required to submit a financial disclosure statement pursuant to the provisions § 77-10F and G, and shall inform such employees of their obligation to file the statement. All agency heads shall file with the Board, by March 1 each year, a list of persons within their agency obligated to file a financial disclosure statement.
- B. The County Executive and the Presiding Officer of the County Legislature shall determine by February 15 of each year, subject to review by the Board, which persons within their respective offices are required to submit a financial disclosure statement pursuant to the provisions of § 77-10E. The County Executive and the Presiding Officer shall file with the Board, by March 1 each year, a list of persons within their offices obligated to file a financial disclosure statement.
- C. The Board shall promulgate rules establishing procedures whereby a person required to file an annual financial disclosure statement may request an additional period of time within which to file such report, due to justifiable cause or undue hardship. However, in no case shall the Board's rules authorize the filing of a statement later than September 1 in any year.
- D. Any amendments and changes to a financial disclosure statement made after its filing shall be made on a separate form to be provided by the Board and attached to the statement.
- E. The Board may establish rules and procedures for the electronic filing of financial disclosure statements.

§ 77-12. Content and form of statement.

- A. The financial disclosure statement filed in any given year shall provide financial information for the preceding calendar year.
- B. The statement set forth in the Exhibit A, attached hereto and made a part of this Part 1,^[1] shall be the approved financial disclosure statement for the County of Suffolk. Notwithstanding any other provision of law to the contrary, each person subject to financial disclosure requirements pursuant to § 77-10, shall file this approved financial disclosure statement, except that the members of the Suffolk County Planning Commission and the Suffolk County Parks Trustees shall complete the statement set forth in Exhibit B, which is attached hereto and made a part of this Part 1.^[2]

[1] *Editor's Note: Exhibit A is included as an attachment to this chapter.*

[2] *Editor's Note: Exhibit B is included as an attachment to this chapter.*

§ 77-13. Review of statement.

The Board or its staff will review each financial disclosure statement filed with it to determine if there has been compliance with this article governing financial disclosure.

§ 77-14. Public inspection of statements.

- A. Information filed in financial disclosure statements required by this article shall be maintained by the Board and shall be made available for public inspection, upon written request on such form as the Board shall prescribe. The Board shall respond to requests for inspection of financial disclosure statements in the order that they are received and within the time periods prescribed by New York's Freedom of Information Law.
- B. Any person required to file a statement may, at the time the statement is filed, submit a request to the Board, in such form as the Board shall require, to withhold any item disclosed therein on the ground that the inspection of such item by the public would constitute an unwarranted invasion of his or her privacy or a risk to the safety or security of any person. The Board shall evaluate such request and any such item shall be withheld from public inspection upon a finding by the Board that the inspection of such item by the public would constitute an unwarranted invasion of privacy or a risk to the safety or security of any person. The Board shall provide a written notification of the Board's determination to the person who requested that information be withheld from public inspection in a timely manner, and shall not release the information subject to the request until at least 10 days after mailing such notification.
- C. Whenever the Board produces a financial disclosure statement for public inspection, the Board shall notify the person who filed the report of the production and of the identity of the person to whom such statement was produced.
- D. Categories of value shall be confidential and this information will be redacted by the Board before a financial disclosure statement is made available for public inspection.

§ 77-15. Retention of records.

Statements filed pursuant to this article and other records of the Board shall be retained and disposed of in accordance with the Records Retention and Disposal Schedule issued pursuant to Article 57-A of the New York Arts and Cultural Affairs Law.

§ 77-16. Penalties for offenses.

- A. Any person required to file a financial disclosure statement with the Board pursuant to this article or any provision of County law who has not so filed at the end of one week after the required filing date shall be subject to a fine of not less than \$250 or more than \$1,000. In determining the amount of the fine, the Board shall consider factors, including, but not limited to, the person's failure in prior years to file a report in a timely manner, and the length of the delay in filing. The Board may waive a fine entirely if a person establishes that the failure to file a report in a timely manner was due to illness, injury or other hardship.
[Amended 11-8-2014 by L.L. No. 1-2015]
- B. If any County employee subject to financial disclosure requirements fails to file a statement as required by this article, the Board shall notify the employee's supervisor and the County Comptroller of such failure. Upon such notification, the Comptroller shall withhold the pay checks of said employee.
- C. Any intentional violation of this article, including but not limited to failure to file, failure to include assets or liabilities, and misstatement of assets or liabilities, shall constitute a misdemeanor punishable by imprisonment for not more than one year or by a fine not to exceed \$1,000, or both, and shall constitute misconduct and be grounds for disciplinary action, including removal from employment in the manner provided by law.

 <p>Category: HR / Labor Relations Legal and Compliance</p> <p>Responsible Office: <u>University Counsel</u></p>	<p>Policy Title: Conflict of Interest Document Number: 6001</p> <p>Effective Date: October 01, 1995</p> <p>This policy item applies to: State-Operated Campuses</p>
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Summary

Faculty and staff of the State University of New York (University) are encouraged to foster an atmosphere of academic freedom by promoting the open and timely exchange of scholarly knowledge independent of personal interests and are required to avoid conflicts of interest. Where potential or actual conflicts exist, faculty and staff are expected to consult with appropriate University officers and abide by University policy. This policy represents a restatement of existing University policy and pertinent state and federal law and regulations.

Policy

Faculty and staff of the State University of New York (University) are encouraged to foster an atmosphere of academic freedom by promoting the open and timely exchange of scholarly knowledge independent of personal interests. In keeping with this obligation, they are also required to avoid conflicts of interest.

In instances where potential or actual conflicts exist, faculty and staff are expected to consult with appropriate University officers and abide by this University policy. It is the responsibility of campus officials charged with implementing this policy to identify potential or actual conflicts of interest and take appropriate steps to manage, reduce, or eliminate them.

This policy represents a restatement of existing University policy and pertinent state and federal law and regulations.

1. University faculty and staff may not engage in other employment which interferes with the performance of their professional obligation.
2. University faculty and staff are expected to comply with the New York State Public Officers Law provisions on conflict of interest and ethical conduct.
3. University faculty and staff, to the extent required by law or regulation, shall disclose at minimum whether they (and their spouses and dependent children) have employment or financial interests or hold significant offices, in external organizations that may affect, or appear to affect, the discharge of professional obligations to the University.
4. University campuses shall ensure that all faculty and staff subject to pertinent laws and regulations disclose financial interests in accordance with procedures to be established by the Chancellor or designee. Campuses shall retain the reported information as required, identify actual or apparent conflicts of interest and seek resolution of such conflicts.
5. Each campus president shall submit to the chancellor's designee the name and title of the person or persons designated as financial disclosure designee(s) and shall further notify the chancellor's designee when a change in that assignment occurs. The chancellor's designee shall also be notified of any reports regarding conflict of interest that are forwarded to state or federal agencies.

Definitions

Conflict of Interest — any interest, financial or otherwise, direct or indirect; participation in any business, transaction or professional activity; or incurring of any obligation of any nature, which is or appears to be in substantial conflict with the proper discharge of an employee's duties in the public interest. A conflict of interest is also any financial interest that will, or may be reasonably expected to, bias the design, conduct or reporting of sponsored research.

Other Related Information

[Outside Activities of University Policy Makers](#)

[Ethics in State Government - A Guide for New York State Employees](#)

[National Science Foundation, Grant Policy Manual](#)

Procedures

There are no procedures relevant to this policy.

Forms

There are no forms relevant to this policy.

Authority

[42 CFR 50, Subpart F](#)

The following link to FindLaw's [New York State Laws](#) is provided for users' convenience; it is not the official site for the State of New York laws.

[NYS Public Officers Law, Section 73-a, and 73 and 74](#)

In case of questions, readers are advised to refer to the New York State Legislature site for the menu of [New York State Consolidated](#).

[Board of Trustees Policies - Appointment of Employees \(8 NYCRR Part 335\)](#)

State University of New York Board of Trustees Resolution adopted June 27, 1995

History

Memorandum to presidents from the office of the University provost, dated June 30, 1995 regarding revision to University conflict of interest policy to bring it in conformity with federal guidelines issued by the National Science Foundation and the Public Health Service.

Appendices

There are no appendices relevant to this policy.

 <p>Category: Academic Affairs Community Colleges Legal and Compliance Research</p> <p>Responsible Office: <u>Academic Affairs</u></p>	<p>Policy Title: START-UP NY Program Participation Policy</p> <p>Document Number: 6800</p> <p>Effective Date: February 10, 2014</p> <p>This policy item applies to: Community Colleges State-Operated Campuses</p>
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Summary

START-UP NY is a state economic development program that positions SUNY campuses as magnets for entrepreneurs and businesses from around the globe. START-UP NY aligns with SUNY's mission of teaching, research and public service; enabling engagement with industry, knowledge acceleration, translation of research into practical applications, and delivering the 21st century workforce businesses need to grow and thrive. START-UP NY will transform university communities to deliver unprecedented economic benefits to New York. To participate in the program, all campuses must comply with this policy and any applicable rules and regulations issued by the NYS Commissioner of Economic Development.

This policy governs the review process that all participating campuses must follow to secure SUNY's approval of the plans, applications, and other documents required by the NYS Commissioner of Economic Development to participate in the START-UP NY program. It also prescribes special requirements for the disclosure and management of actual or potential conflicts of interest in matters pertaining to the campus' START-UP NY program. Any conflict between this policy and any other applicable Conflict of Interest policy shall be resolved in favor of disclosure of any potential, actual, or perceived conflict of interest relating to the campus' START-UP NY program to the President or Chief Executive Officer of the sponsoring campus.

Policy

- A. **Campus Plans for Designation of Tax-Free Area(s):** Any campus intending to submit a Campus Plan for Designation of Tax-Free Area(s) ("Campus Plan") to the NYS Commissioner of Economic Development must first have it reviewed and approved by the Chancellor or designee. The Chancellor or designee shall approve or reject all Campus Plans within fifteen (15) business days of receipt. Any rejected Campus Plan shall be accompanied by an explanation of the basis for rejection. Once approved by the Chancellor or designee a campus may submit its Campus Plan to the NYS Commissioner of Economic Development in accordance with the Commissioner's rules and regulations. Any Campus Plan that is rejected can be resubmitted for Chancellor

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or designee approval and will be reviewed in accordance with this policy and related procedures. Any amendments to approved Campus Plans must be submitted for Chancellor or designee approval and will be reviewed in accordance with this policy and related procedures.

- B. Sponsoring University or College Applications for Business Participation:** Any campus intending to submit a Sponsoring University or College Application for Business Participation ("Sponsor Application") to the NYS Commissioner of Economic Development must first have it reviewed and approved by the Chancellor or designee. The Chancellor or designee shall approve or reject all Sponsor Applications within thirty (30) business days of receipt. Any rejected Sponsor Application shall be accompanied by an explanation of the basis for rejection. Once approved the campus may submit the Sponsor Application to the NYS Commissioner of Economic Development in accordance with the Commissioner's rules and regulations. Any Sponsor Application that is rejected can be resubmitted for Chancellor or designee approval and will be reviewed in accordance with this policy and related procedures. Any amendments to approved Sponsor Applications must be submitted for Chancellor or designee approval and will be reviewed in accordance with this policy and related procedures.
- C. Delegations:** The Chancellor or designee may charge a group of individuals, collectively called the SUNY START-UP NY Proposal Review Team, to evaluate all submitted Campus Plans and Sponsor Applications prior to accepting or rejecting them.
- D. Conflicts of Interest:** Service as an Official shall not be used as a means for private benefit or inurement for any Official, a Relative thereof, or any entity in which the Official or Relative thereof has a Business Interest. A conflict of interest exists whenever an Official has a Business Interest or other interest or activity outside of the university that has the possibility, whether potential, actual, or perceived, of (a) compromising the Official's judgment, (b) influencing the Official's decision or behavior with respect to the START-UP NY Program, or (c) resulting in personal or a Relative's gain or advancement. Any Official who is an owner or employee of an entity that is the subject of any matter pertaining to the university's START-UP NY Program, or who has a Business Interest in any entity that is the subject of any matter pertaining to the university's START-UP NY Program, or whose Relative has such a Business Interest, shall not vote on or otherwise participate in the administration by the university of any START-UP NY matter involving such entity. Any Official or other campus representative who becomes aware of a potential, actual or apparent conflict of interest, either their own or that of another Official, related to a sponsoring university or college's START-UP NY program must disclose that interest to the President or Chief Executive Officer of the sponsoring college or university. Each such President or Chief Executive Officer shall maintain a written record of all disclosures of actual or potential conflicts of interest made pursuant to this policy, and shall report such disclosures on a calendar year basis, by January 31st of each year, to the University Auditor or to the Chancellor's designee, in which case the University Auditor shall be copied on the correspondence to such designee. SUNY shall then forward such reports to the Commissioner of Economic Development for the State of New York, who shall make public such reports.
- E. Exceptions:** There are no exceptions to this policy.

Definitions

Business Interest means that an individual (1) owns or controls 10% or more of the stock of an entity (or 1% in the case of an entity the stock of which is regularly traded on an established securities exchange); or (2) serves as an officer, director or partner of an entity.

Official means an employee at the level of dean and above as well as any other person with decision-making authority over a campus' START-UP NY Program, including any member of any panel or committee that recommends businesses for acceptance into the START-UP NY program.

Relative means any person living in the same household as another individual and any person who is a direct descendant of that individual's grandparents or the spouse of such descendant.

Sponsoring College or University means any entity defined or described in NYS Education Law Sec. 352 and Article 126.

START-UP NY Program means the SUNY Tax-free Areas to Revitalize and Transform Upstate New York Program established by Article 21 of the Economic Development Law.

Tax-Free NY Area means vacant land or space designated by the Commissioner of Economic Development Article

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21 of the Economic Development Law that is eligible to receive benefits under the START-UP NY program.

Other Related Information

Start-Up NY Regulations; available at the Start-Up NY Website.

At least thirty days before submitting the Campus Plan to the Commissioner of Economic Development the campus must provide a copy of the Plan to the chief executive officer of the municipality or municipalities in which the proposed Tax-free NY Area is located, local economic development entities, the applicable university or college faculty senate, union representatives and the campus student government. The campus shall include in their submission to the Commissioner of Economic Development certification of such notification, as well as a copy of any written response from chief executive officer of the municipality or municipalities in which the proposed Tax-free NY Area is located, local economic development entities, the applicable campus or college faculty senate, union representatives and the campus student government.

StartUp-NY.gov website and program information.

Procedures

START-UP NY Program Participation, Procedures for

Forms

SUNY START-UP NY Campus Plan for Designation of Tax-Free Area(s) Memorandum

SUNY START-UP NY Campus Plan for Designation of Tax-Free Area(s) Template

START-UP NY Sponsoring University or College Application for Business Participation Memorandum

ESD START-UP NY Sponsoring University or College Application for Business Participation

ESD START-UP NY Business Application Instructions

ESD START-UP Business Application

Authority

State University of New York Board of Trustees Resolution 14-() , START-UP New York Program Administration, adopted January 14, 2014

Law, New York Economic Development Law Article 21 (Start-Up NY Program)

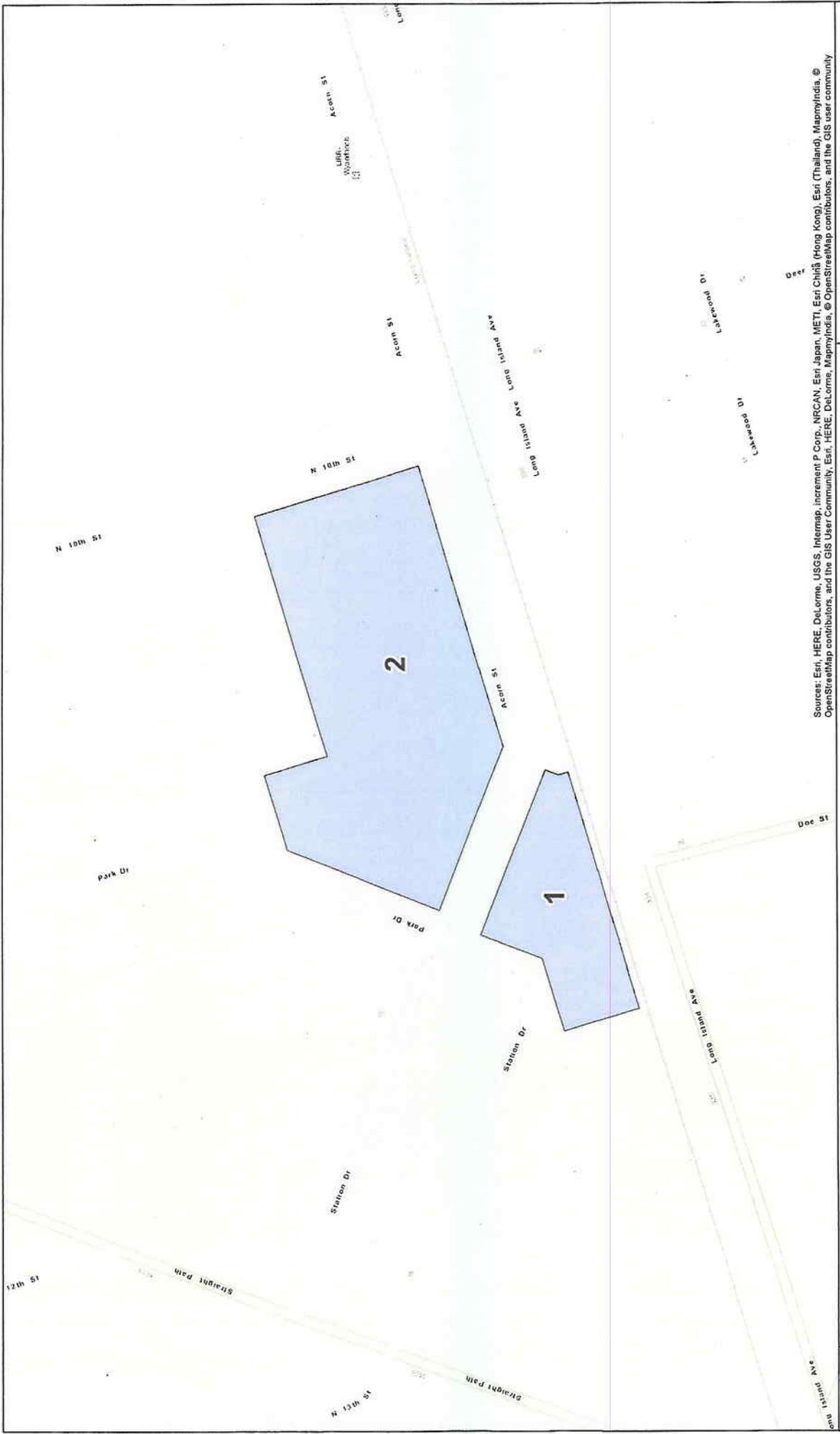
Start-Up NY Regulations

History

Enacted into law in June 2013, START-UP NY is a groundbreaking new initiative from Governor Andrew M. Cuomo that provides major incentives for businesses to relocate, start up or significantly expand in New York State through affiliations with public and private universities, colleges and community colleges. Businesses will have the opportunity to operate state and local tax-free on or near academic campuses, and their employees will pay no state or local personal income taxes.

Appendices

There are no appendices relevant to this policy.



Sources: Esri, HERE, DeLorme, USGS, Intermap, increment P Corp., NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), MapmyIndia, © OpenStreetMap contributors, and the GIS User Community, Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

	Unique ID: SU-332-2-C-ACORN-000-A		SITE B	
	TAX MAP #: (1): 0100-040.00-02.00-048.011 - (2): 0100-040.00-02.00-048.008 OWNER: Town of Babylon		START-UP NY LOCATION: WYANDANCH, NY	
ACREAGES: (1): 0.625 acres - (2): 2.164 acres		Created: July 12, 2016		
Source: Suffolk County Department of Economic Development & Planning, Division of Planning & Environment; NYS Office of Information Technology Services.		Data Updated: 2016		



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus, USDA, AeroGRID, IGN, SITA, WorldView, and the GIS User Community. Esri, IBM Corp., Microsoft, and the GIS User Community.

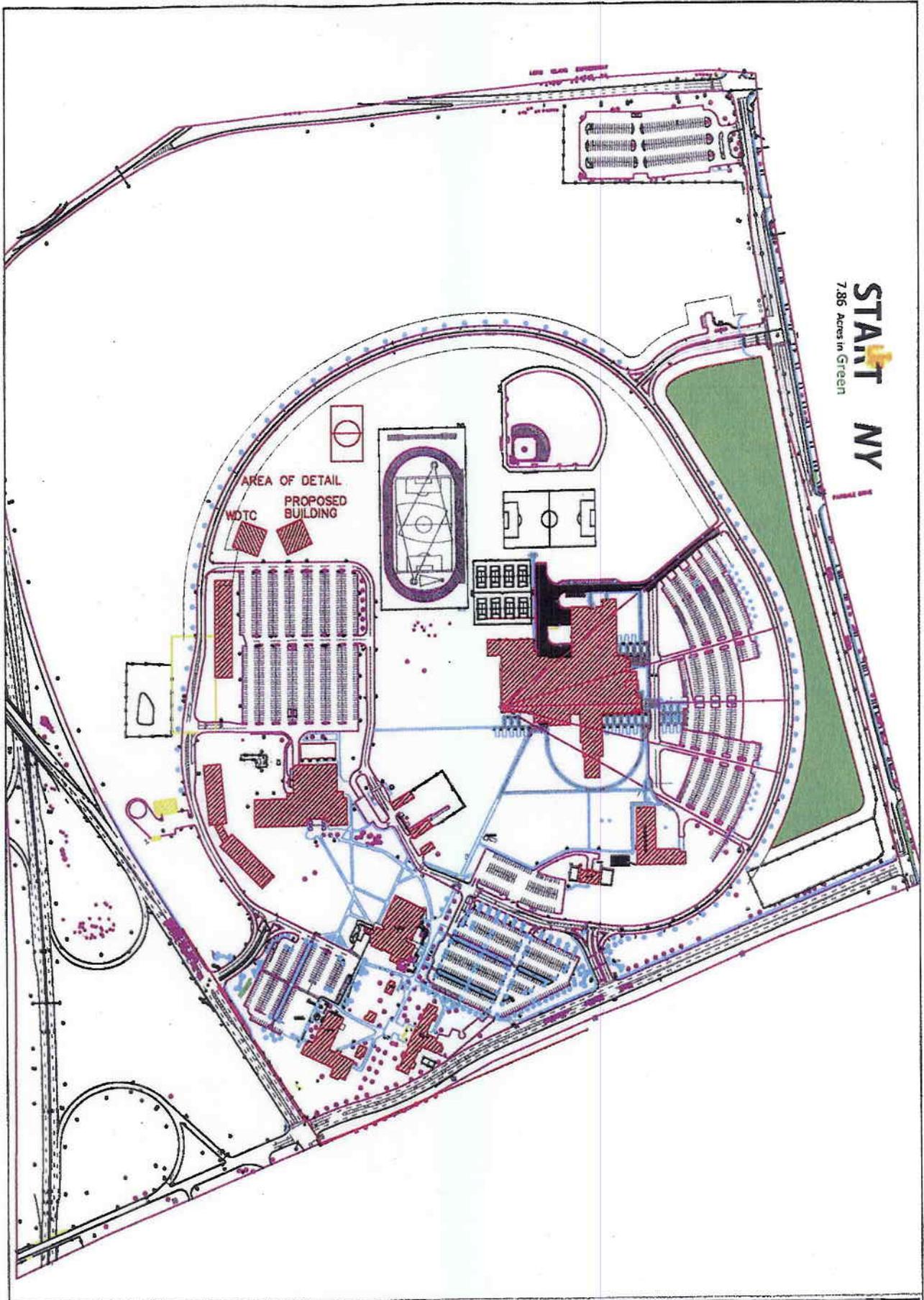


Unique ID: SU-332-2-C-ACORN-000-A

SITE B
START-UP NY LOCATION: WYANDANCH, NY

Created: July 12, 2016
Data Updated: 2016

TAX MAP #: (1): 0100-040.00-02.00-048.011 - (2): 0100-040.00-02.00-048.008 | **ACREAGES:** (1): 0.625 acres - (2): 2.164 acres
OWNER: Town of Babylon
Source: Suffolk County Department of Economic Development & Planning, Division of Planning & Environment; NYS Office of Information Technology Services.



START UP NY
7.86 Acres in Green

Unique ID SU-332-1-L-BRENT-000-A 633 College Road, Selden NY - 11784	REVISIONS Rev. Date: Description:		State Project No: SOCC Project No: Location: Head Office 633 COLLEGE RD. SELDEN NY - 11784	START-UP NY SUFFOLK COUNTY COMMUNITY COLLEGE MICHAEL J. GRANT CAMPUS CROOKED HILL ROAD, BRENTWOOD, NY-11717	Drawn: RZ Checked: K.O. ADMR, P.C. SCALE: Dwg. No: A1.01
	DISTRICT: 200 SECTION: 637 BLOCK: 5 LOT: 4027				



2004 Aerial Photography
Suffolk County Soil & Water Conservation District



1" = 200'
Prepared July 17, 200

Unique ID
SU-332-1-L-BRENT-000-A
533 College Road, Selden NY - 11784

REVISIONS			
Rev#	Date	Description	

State Project No:	START-UP NY
SOCC Project No:	SUFFOLK COUNTY COMMUNITY COLLEGE
Location: Head Office	MICHAEL J. GRANT CAMPUS
533 COLLEGE RD.	CROOKED HILL ROAD, BRENTWOOD, NY-11717
SELDEN	NY-11784

Drawn No.	
Checked No.	
ADMIN. P.C.	
SCALE	
Dwg. No.	A1.01