

Introduced by Presiding Officer, on request of the County Executive and Legislators Schneiderman, Romaine

RESOLUTION NO. 656 -2010, AMENDING THE 2010 OPERATING BUDGET AND PROGRAM BY ACCEPTING UP TO 75% GRANT FUNDS IN THE AMOUNT OF \$1,703,820 FROM THE NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS (GRANT C800754) TO THE SUFFOLK COUNTY PURCHASE OF DEVELOPMENT RIGHTS PROGRAM FOR THE ACQUISITION OF DEVELOPMENT RIGHTS

WHEREAS, pursuant to Article 25-AAA of the NEW YORK AGRICULTURE AND MARKETS LAW, the New York State Department of Agriculture and Markets offers an Agricultural and Farmland Protection Implementation Grant; and

WHEREAS, the Suffolk County Department of Planning has been advised that a grant in the amount of \$1,703,820 for the acquisition of development rights has been awarded; and

WHEREAS, said funds for acquisitions are provided for in the attached contract (C800754) between the New York State Department of Agricultural and Markets and the County of Suffolk; and

WHEREAS, the State funds may be used to offset up to seventy-five percent (75%) of the cost of such acquisition; and

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

WHEREAS, the County of Suffolk recognizes the importance of the agricultural industry to the County and has committed substantial resources to the preservation of farmland resulting in the protection of more than 9,700 acres of prime farmland; and

WHEREAS, the Suffolk County Agricultural and Farmland Protection Plan recommends a need for the protection of 20,000 acres of farmland through the acquisition of development rights by the County and other levels of government and/or the use of other means of farmland protection such as local zoning and subdivision land use techniques; and

WHEREAS, the grant will make it possible for the County of Suffolk to protect additional farmland through the leveraging of County funds with State funds; and

WHEREAS, the Suffolk County Legislature, by resolution of even date herewith, has authorized the acceptance of State Aid in the amount of \$1,703,820; now, therefore be it

1st RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) AND WITHIN THE MEANING OF Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW, as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency

administration, management, and information collection associated the acquisition of development rights as set forth in the adopted Suffolk County Purchase of Development Rights Program, which completes the SEQRA review; and be it further

2nd **RESOLVED**, that \$1,703,820 be accepted into the New Suffolk County Drinking Water Protection Program, Specific Environmental Protection, effective as of December 1, 2007, to cover a portion, up to seventy-five percent (75%), of the acquisition cost for development rights of Eastport Property Development, LLC (0200-593.00-01.00-009.000 p/o and 0200-593.00-01.00-010.000 p/o); and be it further

3rd **RESOLVED**, that the 2010 Operating Budget be and hereby is amended accepting State grant funds in the amount of \$1,703,820 into the New Suffolk County Drinking Water Protection Program, Specific Environmental Protection, effective as of December 1, 2007, to offset the acquisition cost of development rights as follows:

<u>Fund</u>	<u>Dept</u>	<u>Code</u>	<u>Revenue Title</u>	<u>Amount</u>
477	PLN	3090	State Farmland Acquisition Funding	\$1,703,820

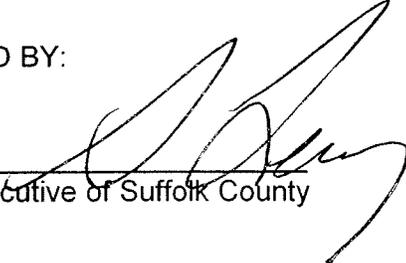
and be it further

4th **RESOLVED**, that the Suffolk County Treasurer and the Suffolk County Comptroller are authorized to accept State Aid in connection with this project; and be it further

5th **RESOLVED**, that the Suffolk County Executive and/or the Suffolk County Planning Director are authorized to accept the grant on behalf of the County of Suffolk, to take all necessary actions and to execute all necessary agreements including an Agreement with the New York State Department of Agriculture and Markets to effectuate this grant.

DATED: June 22, 2010

APPROVED BY:



County Executive of Suffolk County

Date:

JUL 01 2010

1R 1645-10

1 51

NEW YORK STATE
DEPARTMENT OF AGRICULTURE AND MARKETS
FORM A – APPLICATION
Farmland Protection Implementation Projects

A. Applicant Information

1. Municipal Applicant

County of Suffolk
Suffolk County Center
Riverhead, New York 11901
c/o
Suffolk County Planning Department
P.O. Box 6100
Hauppauge, New York 11788-0099

2. Primary Contact Person (regarding this application)

Jessica L. Kalmbacher, Planner
Suffolk County Planning Department
P.O. Box 6100
Hauppauge, New York 11788-0099
T: (631) 853-8352
F: (631) 853-4044
jessica.kalmbacher@suffolkcountyny.gov

3. Primary Contact for the Farm Operation

Janice D. McClellan
DeLalio Sod Farms, Inc. (Operator)
652 Deer Park Avenue
Dix Hills, New York 11746
T: (631) 242-3700
T: (800) 326-4763
F: (631) 242-3754
jdmcclellan@optonline.net

4. Landowner(s)

Eastport Properties, LP
652 Deer Park Avenue
Huntington Station, New York 11746
T: (631) 242-3700

5. Conflict of Interest

Does the owner of the farm operation or any landowner listed above have a conflict of interest?

NO

YES

B. Property Identification

1. Driving Directions

The property is on the n/s/o North Head-of-the-Neck Road and the w/s/o County Route 55 (Eastport Manor Road) in the hamlet of Manorville, Town of Brookhaven.

- From western Suffolk County Head east on State Route 27 (Sunrise Highway).
- Take exit 61 north toward Riverhead.
- Follow signs for Eastport and merge onto Sunrise Highway Service Road South.
- Turn left at County Route 55 (Eastport Manor Road), heading north.
- Turn left onto North Head-of-the-Neck Road.
- The farm is one the right side.

2. Tax Parcel Identification

Tax Parcel Number	Total Acreage of Tax Parcel	Acreage of Tax Parcel Proposed for Conservation Easement
0200 59300 0100 009000	57.1	57.1
0200 59300 0100 010000	< 1.0	< 1.0 (approx. 0.8)

3. Exclusions

N/A

C. Farmland Easement Information

1. Conservation Easement Document

Applicants must specify which conservation easement they intend to use in their local farmland protection implementation project:

- the Department's Standard Agricultural Conservation Easement, or
 the applicant's conservation easement document.

2. Easement Stewardship

Name of municipality or organization that will hold the conservation easement(s):	County of Suffolk
Name of municipality or organization, if any, that will serve as a third party with right of enforcement for the conservation easement(s):	N/A
Name of municipality or organization that will regularly monitor the conservation easement(s):	County of Suffolk
Name of municipality or organization that will enforce and defend the conservation easement(s):	County of Suffolk

3. Soils and Landscape Information

Please provide ALL of the following information:	Acres	Extent of Proposed Easement Area (%)
Acres to be protected (based upon either a tax parcel map or an existing legal survey) =	57.9	
# of protected acres available for crop and/or livestock production = # of protected acres available for crop and/or livestock production <i>divided by</i> the # of protected acres, <i>then multiply that amount by 100</i> to determine its % (round up to the nearest whole number).	57.1	99
# of protected acres in woodlands and wetlands = # of protected acres in woodland and wetlands <i>divided by</i> the # of protected acres, <i>then multiply that amount by 100</i> to determine its % (round up to the nearest whole number). Do the woodlands provide a financial return to the landowner? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If "Yes," please describe how and to what extent the woodlands provide a financial return to the landowner in your response to section D, item #1 ("Nature of Farm Enterprise").	0.8	1
# of protected acres in USDA Prime Soils = (NOTE: Prime soils are distinct from those below.): # of protected acres in USDA Prime Soils <i>divided by</i> the # of protected acres, <i>then multiply that amount by 100</i> to determine its % (round up to the nearest whole number).	57.9	100
# of protected acres in Soils of Statewide Significance = (NOTE: These soils are distinct from those above.): # of protected acres in Soils of Statewide Significance <i>divided by</i> the # of protected acres, <i>then multiply that amount by 100</i> to determine its % (round up to the nearest whole number).	0	0

D. Project Narrative

1. Nature of Current Farm Enterprise

DeLalio Sod Farms, Inc. has been a grower and wholesale seller of high-quality turfgrass for approximately 40 years. Its two business offices are located in Dix Hills, western Suffolk County, and Calverton, eastern Suffolk County. The operation includes approximately 1,400 acres of owned and rented land being actively farmed at four sites in East Shoreham, Riverhead, and Manorville. This reputable sod operation has been very successful; thus, the owner plans to continue this operation well into the future.

The subject site is near preserved farmland and serves as a buffer for other agricultural land to the nearby residential development, therefore, making it an important piece to preserve. Since it is the intent of the county to preserve large blocks of farmland, this piece is essential to the county achieving its goal. Furthermore, the 3,000 feet of road frontage visible from State Route 27 (Sunrise Highway) on North Head of the Neck Road and on County Route 55 (Eastport Manor Road) make this an important piece because this expansive vista reminds all who pass of Long Island strong .

2. Long Term Viability of Property

Describe the factors and/or attributes of the farm that suggest it will likely continue to be a farm in the future.

- Does the farm have a succession plan? Yes
- How proximate are other permanently protected farm operations? 700 feet
- How proximate are other permanently protected lands? 700 feet
- How proximate are agricultural service providers, for example, veterinarians, tractor supply dealers, feed dealers? Within a mile
- How proximate are markets and/or processors for farm products? Adjacent to the site

This farm is in close proximity to a Long Island market of 2.75 million people and the New York City market of over eight million people. During the summer, the eastern Suffolk County population more than doubles, adding 193,000 seasonal residents in addition to millions of day-trippers to the east end.

Since recorded restrictions on Suffolk County Purchase of Development Rights Program participating farms limits the farms' uses to agricultural production, the likelihood of preserved farms remaining in farming is very high. Even if the land

were to remain fallow the property would still be available for farming in the future since the underlying fee owner is restricted to agricultural use.

3. Buffer to a Significant Natural Public Resource

The property serves as a buffer in many ways. It serves as a buffer to the residential development to its west from the County Route 55 (Eastport Manor Road) right-of-way. It also serves as a buffer to the residential development to its north from the Spadaro airport. The subject property also serves as a buffer to the farmland to its east from the residential development to its west. However, most importantly, it serves as a buffer to the sole-source aquifer, a significant natural public resource, by eliminating potential development that could occur on the land and reducing the contamination of the resource through the operation's agricultural stewardship practices such as Integrated Pest Management.

4. Evidence of Development Pressure

The project is in an area facing significant, even intense, development pressure. Suburban development has already consumed nearly all of the large blocks of vacant land and farmland in the four (4) western towns of Suffolk County. Less than 1,800 acres of farmland remain in these towns and much of this is in the process of being developed. The rest is prohibitively expensive, with approximate values ranging from \$80,000 to \$100,000 or more per acre. Unless farmland is preserved now, significantly higher prices will result in the Town of Brookhaven, as well as the other eastern towns.

Together, the Towns of Riverhead, Southampton, and Southold have seventy-eight percent (78%) of Long Island's remaining farmland. Thus, it is imperative that the county preserves the remaining farmland in the Town of Brookhaven.

The attached "Context Map" demonstrates Long Island's residential migration trend from the west, New York City, to east. The residential development to the west and north of the property and a limited access highway to the south also depict the severe development pressure imposed on the subject property.



Town of Brookhaven
Long Island

Brian X. Foley, Supervisor

September 12, 2008

Ms. Lucy Roberson, Director
Division of Fiscal Management
Department of Agriculture and Markets
State of New York
10 B Airline Drive
Albany, New York 12235

Dear Ms. Roberson:

The County of Suffolk has an impressive history of farmland preservation activities. Consistent with the adopted Suffolk County Agricultural and Farmland Protection Plan, the county has partnered with the Town of Brookhaven on many development rights acquisitions in an attempt to preserve a critical mass of farmland.

In 2007, the Town and the County partnered on the purchase of development rights to forty-seven percent (47%) of the County purchase of development rights acquisitions within the town. Although the Town and the County are not partnering on the acquisition of the development rights to the Eastport Properties property in Manorville, the Town supports the County's efforts and looks forward to partnering with them in the future.

Sincerely,



John Turner
Director of Environmental Protection
Town of Brookhaven

Department of Planning, Environment and Land Management
Division of Land Management
One Independence Hill • Farmingville • NY 11738 • Phone (631) 451-6100 • Fax (631) 451-6459
www.brookhaven.org

Printed on recycled paper

4. Project Management

Project Manager:

Jessica L. Kalmbacher, Planner, SC Planning Department

Administers the Suffolk County Purchase of Development Rights Program, administers the Suffolk County Agricultural Districts, is staff to the Suffolk County Farmland Committee, and is staff to the Suffolk County Agricultural and Farmland Protection Board

Jennifer B. Kohn, Assistant County Attorney, SC Law Department

Legal counsel to the Department of Planning regarding farmland preservation grant applications/contracts and the Shellfish Aquaculture Lease Program

Janet Longo, Acquisition Supervisor, SC Real Property Acq. and Mgmt. Div.

Supervises and administers development rights negotiations and acquisitions for land in active agricultural production

Michael A. Amoroso, Bureau Chief of Real Estate/Condemnation, SC Law Dept.

Legal counsel to the SC Real Property Acquisition and Management Division

5. Easement Stewardship

The municipal applicant, the County of Suffolk, will be holding and monitoring the conservation easement.

F. Maps

1. **Tax Parcel Map**

Please see attachment "F.1. Tax Parcel Map."

2. **Soil Survey Map**

Please see attachment "F.2. Soil Survey."

3. **Context Map**

Please see attachment "F.3. Context Map."

E.1. LANDOWNER COMMITMENT

From: "J D McClellan" <jdmcclellan@optonline.net>
To: Thomas.Isles@suffolkcountyny.gov
Sent: Friday, January 18, 2008 3:46 PM
Subject: Farmland Committee Meeting Agenda

Dear Mr. Isles:

I was told by Janet Longo that there is a meeting of the Farmland Committee at noon on January 23, 2008.

She said to contact you with the tax lot numbers of farmland we are interested in having the county appraise for the possible sale of development rights.

Owner: Eastport Properties LP
200-593-1-10 .65 acres
200-593-1-9 56.18 acres

Owner: DeLalio Sod Farms Inc.
600-44-2-8.3 98.22 acres
600-44-2-10.5 55.5 acres

Please call me with any questions. Thank you.

Janice D. McClellan
Eastport Properties LP
DeLalio Sod Farms Inc.
652 Deer Park Avenue
Dix Hills, NY 11746

631 242-3700

F.1. TAX PARCEL MAP



APPENDIX D
GENERAL CONDITIONS FOR
AGRICULTURAL AND FARMLAND PROTECTION IMPLEMENTATION
AGREEMENTS

New York State Department of Agriculture and Markets

These general conditions apply to the administrative aspects of the Grant Agreement and reflect New York State's contract recordkeeping and payment procedures. These general conditions cannot be changed.

PAYMENT

Advance Payment

Upon approval of this Agreement by the State Comptroller, the **Contractor** may submit a payment request (Standard Voucher) for an advance payment on each project funded under this Agreement equal to twenty-five percent (25%) of the total amount, as set forth in the project budget(s) annexed as Appendix B of this Agreement, of the following administrative (*i.e.* transactional) costs:

- title search (*i.e.* title report);
- legal survey;
- appraisal;
- environmental assessment of the subject property(ies), if deemed necessary;
- outside easement expertise; and/or
- outside legal expertise.

Partial Disbursement

In lieu of receiving an advance payment as set forth above, the **Contractor** may submit a payment request for partial disbursement of any or all of the administrative (*i.e.* transactional) costs identified above that have been incurred by the **Contractor** or a project partner, other than the participating landowner(s), during the course of completion of the project(s) funded under this Agreement.

Any partial disbursement request must be accompanied by the following supporting documents:

1. a Standard Voucher requesting payment for up to 75% of the costs incurred;
2. a project budget identifying those administrative (*i.e.* transactional) costs (as identified above) that have been incurred; and
3. invoice(s) or paid receipt(s) for services that have been received.

The **Contractor** is not eligible to receive a partial disbursement of costs incurred for a project if they have received an advance payment for that project as set forth above. The **Department** will only allow one partial disbursement of costs per project funded under this Agreement.

Final Payment

Final payment of state funds shall be made to the **Contractor** upon the submission of a Standard Voucher, and the following supporting documents:

1. a fully executed purchase agreement (even if development rights will be fully donated);
2. a Form B–Project Budget for Disbursement to represent the actual total costs of the farmland protection implementation project as well as the local matching contribution and the state funding requested;
3. a title insurance commitment for a policy to insure the conservation easement interest indicating an amount of coverage at least equal to the State's financial contribution toward the total project costs of the conservation easement transaction for the subject farm – provided that all title curatives required by the Department have been previously approved by the Department prior to disbursement of the State's financial contribution;
4. an appraisal by a New York State Certified General Real Estate Appraiser;
5. a legal survey (including corresponding legal description), which has been prepared by a licensed surveyor, of the proposed conservation easement area for the subject farm;
6. an approved conservation easement or deed of development rights;
7. a draft baseline documentation report of the proposed conservation easement area for the subject farm which describes the condition of the property and an inventory of all man-made structures and improvements that will be present at the time when the conservation easement is conveyed;
8. a monitoring plan;
9. any agreement between the municipality and another to hold or maintain the interest in the real property, if applicable; and
10. a signed waiver, if applicable, pursuant to Section 305(4) of the Agriculture and Markets Law.

The **Contractor** shall submit all requests for payment, reports and supporting documents to the following address: NYS Department of Agriculture and Markets, Division of Fiscal Management, 10B Airline Drive, Albany, NY 12235. Invoices, standard vouchers and any reports will not be considered received by the **Department** and any interest which may be due the **Contractor**

will not begin to accrue until they have been received by the Division of Fiscal Management.

Payment to the **Contractor** under this Agreement shall not be made unless the Contractor shall have submitted to the **Department** a written payment request together with such information as required by the Agreement. Payment shall not be due until the 60th calendar day after receipt of the payment request, where contract funds have been appropriated and made available to the **Department**.

Upon examination of the **Contractor's** payment request and supporting material, the **Department** may, in its sole discretion, modify or adjust the amount requested to reflect contract funds expended as of the date of the request. Subsequent to its review and approval of the payment request, the **Department** will transmit the request to the Comptroller for payment.

The total payment made under this Agreement will not exceed the **Contractor's** actual costs and expenses arising from the completion of the work under this Agreement. Any partial disbursement made under this Agreement shall be reconciled with the final disbursement(s) made for each project associated with this Agreement.

TITLE

The **Contractor** shall ensure that the title to the lands or interests therein shall be unencumbered or, if encumbered by outstanding or reserved interests, the **Contractor** shall ensure that such encumbrance shall not interfere with the agricultural and farmland protection purpose for which the interest therein is being acquired. The **Contractor** shall provide a title policy and title insurance, at a minimum, for the State's share of the interest in real property being obtained.

EASEMENT REQUIREMENTS

The **Contractor** shall require that all easements or other interests in land acquired under this agreement:

1. run with the land in perpetuity;
2. prevent the land from being converted to non-agricultural uses; and
3. require that all amendments to the approved easement be authorized by the **Department**.

APPROVED AGREEMENTS AND MONITORING PLANS

The Contractor shall submit the proposed agreements to purchase development rights or to obtain a conservation easement, the monitoring plan and any sub-agreement to hold or maintain the interest in real property at least

sixty (60) days prior to the planned submission of the payment request for that transaction. The **Contractor** and the **Department** shall negotiate the terms and conditions of such agreements and monitoring plans, when necessary. The **Department** shall advise the **Contractor** in writing when the agreements and monitoring plans have been approved. No funds available under this Agreement shall be disbursed until the **Contractor's** agreements and monitoring plan have been approved by the **Department**.

COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

The **Contractor** is responsible for complying with all local, state and federal laws applicable to the work performed under this Agreement.

PAYMENT CONTINGENCY

Funds for payment under this Agreement are provided to the **Department** through appropriations from the New York State Legislature. These appropriations are made on a fiscal year basis. New York's fiscal year begins on April 1 of each calendar year and ends on March 31 of the following calendar year. Funds for payment under this Agreement were appropriated to the **Department** during the 2008-2009 fiscal year and were reappropriated during the 2009-2010 fiscal year. Payment for work under this Agreement which is completed by the **Contractor** after the 2009-2010 fiscal year is subject to appropriation or reappropriation of funds by the Legislature in each subsequent fiscal year.

FINANCIAL LIMIT

The financial limit of State appropriated funds under this Agreement shall not exceed the amount indicated on the latest executed version of the signature page of this Agreement and the **Department** shall not be obligated to make any payment to the **Contractor** in excess of that amount.

CONTRACT EXPENDITURES

Expenditures under this Agreement shall conform to the budget annexed as Appendix B, provided however, that the **Contractor** may vary budget amounts by not more than ten percent (10%) within each specific budget category. Any budget variance in excess of ten percent (10%) shall be made only upon the prior written approval of the **Department** and the Comptroller of the State of New York. This paragraph does not apply to budget amounts of one thousand dollars (\$1,000.00) or less.

NON-DUPLICATION OF PAYMENTS

The payments received by the **Contractor** under this Agreement shall not duplicate payments received from any other source for the work performed under this Agreement. In the event of such duplication, the **Contractor** shall remit to the **Department** the amount which duplicated payment received from other sources.

SUBCONTRACTS

Any subcontracts under this Agreement shall be in writing and shall clearly describe the goods or services to be provided and the total cost of such goods or services. Subcontracts for services only shall separately state the rate of compensation on a per-hour or per-day basis.

FINAL REPORT

Not later than ninety (90) days from completion of the work under this Agreement, the **Contractor** shall file with the **Department** a final report that includes the documentation set forth in Appendix E of this Agreement.

RECORDS MAINTENANCE, EXAMINATION AND RETENTION

The **Contractor** shall maintain records and accounts in specific detail to identify all contract funds received and expended under this Agreement. The **Contractor** shall maintain a daily written record which contains the name(s) of the officer(s) and employee(s) providing services under this Agreement and the amount of time expended upon such services.

The **Contractor** shall maintain the records required under this paragraph as set forth in Appendix A to this Agreement.

INDEMNIFICATION

The **Contractor** agrees to indemnify and hold harmless the State of New York and the Department from all liability incurred by the **Department** for bodily injury and personal property damages resulting from the negligent acts, errors or omissions of the **Contractor**, its officers, agents or employees in the provision of services under this Agreement, provided that the **Department** promptly notifies the **Contractor** of any such claim and affords the **Contractor** an opportunity to defend such claim and cooperates fully with the **Contractor** in the defense of any claims.

NON-SECTARIAN PURPOSE

The **Contractor** shall not expend funds received under this Agreement for any purposes other than for performance of the work under this Agreement, and hereby represents that no contract funds shall be expended directly or indirectly for any private or sectarian purpose.

CONTRACTOR NOT DEPARTMENT EMPLOYEE OR AGENT

Neither the **Contractor**, nor its agents, employees, suppliers or subcontractors shall be in any way deemed to be employees or agents of the **Department** or of the State of New York in performing the work under this Agreement.

DEVIATION FROM WORK

The **Contractor** shall perform the work under this Agreement as set forth in the application attached as Appendix C. Any substantial deviation from the application shall require the prior written approval of the **Department**.

TERMINATION

The Department may terminate this Agreement for convenience upon giving thirty (30) days written notice to the other party. Upon receipt of such notice from the **Department**, the **Contractor** shall immediately cease work and prepare a statement of costs, expenses and non-cancelable commitments incurred as of the date of such termination.

The **Department** may terminate this Agreement for cause upon giving one (1) day's written notice.

The **Contractor's** failure to perform in accordance with the terms of this Agreement due to circumstances reasonably beyond the Contractor's control should not constitute cause for termination pursuant to this provision. In the event of such failure to perform, the **Department** may, at its option, either grant the **Contractor** a specified period in which to correct its performance, or terminate this Agreement in accordance with this paragraph.

MODIFICATION

This Agreement may not be modified unless such modification is made in writing, executed by the **Department** and the **Contractor** and approved by the Attorney General and Comptroller of the State of New York.

NECESSARY SIGNATURES

If the financial limit under this Agreement exceeds Fifty Thousand Dollars (\$50,000) this Agreement shall not be binding and effective upon the **Department** unless and until approved by the Attorney General and the Comptroller of the State of New York.

APPENDIX E

FINAL REPORT DOCUMENTATION CHECKLIST

The **Contractor** shall provide the **Department** with a copy of each of the following documents within ninety (90) days following the closing of the conservation easement transaction(s):

- A closing statement for each conservation easement transaction.
- All closing checks associated with each conservation easement transaction.
- The final title insurance policy issued for each conservation easement.
- Any subordination agreements and any mortgage discharge statements that were required by the Department for each conservation easement.
- A fully executed stewardship agreement and any other agreement between applicant and easement holder if not the same entity (if applicable).
- A recorded conservation easement (or deed of development rights, or equivalent document).
- Final baseline documentation report (including all attachments thereto and as signed by landowner) for each conservation easement.
- Combined Real Estate Transfer Tax Return (form TP-584) as filed for each conservation easement.
- Easement holder's letter to the NYS Department of Environmental Conservation pursuant to Section 49-0305(4) of the Environmental Conservation Law.
- A statement of any problems encountered during the contract period which may have affected the completion of the plan of work.
- A letter from easement holder to the Department indicating the approximate date(s) of the first monitoring site visit for each conservation easement.

AGREEMENT

<p style="text-align: center;">New York State Department of Agriculture and Markets 10B Airline Drive Albany, NY 12235-0001 Agency Code 06000</p> <p style="text-align: center;">AGRICULTURAL AND FARMLAND PROTECTION IMPLEMENTATION GRANT</p> <p>Contract Authority: Agriculture and Markets Law, Article 25-AAA</p>	<p>Contract Number: C800754</p> <p>Amount of Agreement: \$1,703,820</p> <p>Contract Period: 5/13/09 to 11/12/13</p> <p>Municipal Code: 4701 0000 0000</p>
--	---

Contractor Name/Project Sponsor: **Suffolk County**

Street: **Planning Dept., P.O. Box 6100** City: **Hauppauge** State: **NY** Zip: **11788**

Billing Address (if different from above):

Street: _____ City: _____ State: _____ Zip: _____

Title/Description of Project: **Agricultural & Farmland Protection Implementation Grant**

THIS AGREEMENT INCLUDES THE FOLLOWING:	FOR AMENDMENTS CHECK THOSE THAT APPLY:	
<input checked="" type="checkbox"/> This Coversheet <input checked="" type="checkbox"/> Appendix A (Standard Clauses for all New York State Contracts) <input checked="" type="checkbox"/> Appendix B (Project Budget) <input checked="" type="checkbox"/> Appendix C (Award Letter(s) & Portion of Applicant's Proposal) <input checked="" type="checkbox"/> Appendix D (The Department's General Conditions) <input checked="" type="checkbox"/> Appendix E (Final Report Documentation Checklist) <input type="checkbox"/> Appendix F Other (Identify)	<input type="checkbox"/> Additional Work <input type="checkbox"/> Extension of Time From _____ to _____ <input type="checkbox"/> Increase Amount <input type="checkbox"/> Decrease Amount <input type="checkbox"/> Revised Budget <input type="checkbox"/> Revised Scope of Work <input type="checkbox"/> Other	<p>If Increase/Decrease in Amount:</p> <p>Previous Amount: \$ _____</p> <p>Increase/decrease \$ _____</p> <p>New Total: \$ _____</p>

The Contractor and the Department agree to be bound by the terms and conditions contained in this Agreement.

CONTRACTOR	NEW YORK STATE DEPARTMENT OF AGRICULTURE & MARKETS
Signature of Contractor's Authorized Representative: _____ Date: _____ Typed or Printed Name of Above Representative: _____ Title of Authorized Representative: _____ Notary Public: On this ____ day of _____, 20__ before me personally appeared _____, to me known, and known to me to be the same person who executed the above instrument and duly acknowledged the execution of the same.	Signature of Authorized Official: _____ Date: _____ Typed or Printed Name of Above Official: _____ Title of Authorized Official: _____ State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Attorney General:	Approved: Thomas P. DiNapoli, State Comptroller By: Date:
-------------------	---

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

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

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

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

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

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

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

APPENDIX B

Form B.3. - Project Budget for FPIG Proposal (> \$29,000/A for development rights)

2008-2009 Project Budget for FPIG Proposal
 Farmland Protection Implementation Project Involving a Conservation Easement

Farm Name: Eastport Properties LP Local Government Applicant: County of Suffolk

Estimated Acres to be Permanently Protected = 57,900.00

Value of Development Rights = \$ 3,978,100 If value is less than or equal to \$29,000/acre, use Form B.2.

LAND COSTS	Estimated Costs ¹	Local Government				Other ⁵		Sum of Funding Sources (cash) ⁶	Sum of In-Kind Contributions ⁷	Landowner Contribution ⁸	Proposed Purchase Price of Conservation Easement ⁹
		State Contribution ³	County (cash) ¹	Town (cash) ⁴	Town (in-kind)	(cash)	(in-kind)				
Value of Development Rights	\$ 3,978,100	\$ 1,679,100	\$ 2,299,000	\$ -	\$ -	\$ -	\$ -	\$ 3,978,100	\$ -	\$ -	\$ 3,978,100
TRANSACTION COSTS											
Title Insurance	\$ 12,320							\$ 12,320			
Survey(s)	\$ 10,000							\$ 10,000			
Appraisal	\$ 1,200							\$ 1,200			
Project Partners' Staff Time ¹⁰ (e.g. contract administration, project management, onsite easement expertise, etc.)	\$ -							\$ -			
Outside Legal Fees (if any)	\$ -							\$ -			
Recording Fees	\$ -							\$ -			
Sewardship Fee ¹¹	\$ -							\$ -			
Baseline Documentation Report	\$ -							\$ -			
Other transactional cost ¹²	\$ -							\$ -			
Other transactional cost ¹³	\$ 1,200							\$ 1,200			
Other transactional cost ¹⁷	\$ -							\$ -			
Subtotal	\$ 24,720							\$ 24,720			
TOTAL PROJECT COSTS	\$ 4,002,820	\$ 1,703,820	\$ 2,299,000	\$ -	\$ -	\$ -	\$ -	\$ 4,002,820	\$ -	\$ -	\$ 4,002,820
Percentage of Total Project Cost from Each Contributor ¹⁴		42.6%	57.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Auto Match Check ¹⁶	\$ 1,002,820										\$ 1,002,820
Total Project Costs	\$ 1,002,820										\$ 1,002,820
Percentage of Local Match that Basis In-Kind is									0.0%		0.0%
Local Match Totals¹⁵		\$ 2,399,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,399,000	\$ -	\$ -	\$ 2,399,000



STATE OF NEW YORK
DEPARTMENT OF AGRICULTURE AND MARKETS
108 Airline Drive, Albany, New York 12235
518-457-8876 Fax 518-457-3087
www.agmkt.state.ny.us

David A. Paterson
Governor

Patrick Hooker
Commissioner

May 13, 2009

County Executive Steve Levy
Suffolk County
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788-0099

Dear County Executive Levy:

I am very pleased to inform you that the Department of Agriculture and Markets has awarded Suffolk County the sum of \$1,703,820 to assist the County in its farmland conservation efforts. Based upon your FY2008-2009 Agricultural and Farmland Protection Implementation Grants proposal, the Department has provided enough matching funds to purchase the development rights on DeLalio Sod Farms.

Before State funds can be provided for the purchase of easements or development rights on this farm, it will first be necessary to develop a contract between the Department and the County. This contract must contain an agreed upon plan of work and budget. Project expenditures, which occur prior to the approval of the contract by the State Comptroller, might not be reimbursed. Therefore, we strongly advise that you not incur any expenses for which State reimbursement will be sought until the contract is approved.

The Department intends to allow Federal Farmland Protection Program (FPP) funds as a local match for this project if the following conditions are met: (1) conservation easement provisions as required by FPP shall not unreasonably restrict or regulate farm operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law, and (2) the participating landowner must be granted a waiver of the 2% impervious surface limit to allow for 10% impervious surfaces in the easement area.

In order to facilitate the timely development of your contract and the completion of the project, I am requesting that you identify an authorized representative of the County with whom you would like us to work with regard to all fiscal matters associated with the contract between the County and the State. Please have that person complete and sign the enclosed Contractor's Information Checklist. Also, please identify the person with whom you would like us to work with regard to all matters associated with the conservation easement(s) that will result from this contract; that person will serve as your project manager. Please provide this information to David Behm, the Department's Farmland Protection Program Manager. He may be reached by phone at 518-485-7729, by fax at 518-457-2716 or by e-mail at david.behm@agmkt.state.ny.us.

The Department looks forward to working with you in conserving your valuable farmland resources for agricultural production purposes now and in the future.

Sincerely,

A handwritten signature in cursive script that reads "Patrick Hooker".

Patrick Hooker
Commissioner

cc: Kenneth Schmitt, Suffolk Co. AFPB
Jessica Kalmbacher, Suffolk County Planning Department
Eastport Properties, LP

SUFFOLK COUNTY
County Legislature
RIVERHEAD, NY



This is to Certify That I, TIM LAUBE, Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on June 22, 2010 and that the same is a true and correct transcript of said resolution and of the whole thereof.

In Witness Whereof, I have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk.


Clerk of the Legislature

Intro. Res. 1645

Res. No. 1056

June 22, 2010

Motion:

Romaine, Schneiderman, Browning, Muratore, Losquadro
 Eddington, Montano, Cilmi, Lindsay, Vilorio-Fisher, Barraga,
 Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

Co-Sponsors:

Romaine, Schneiderman, Browning, Muratore, Losquadro
 Eddington, Montano, Cilmi, Lindsay, Vilorio-Fisher, Barraga,
 Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

Second:

Romaine, Schneiderman, Browning, Muratore, Losquadro
 Eddington, Montano, Cilmi, Lindsay, Vilorio-Fisher, Barraga,
 Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Cooper

LD	Legislator	Yes	No	Abs	NP	R
1	Edward P. ROMAINE					
2	Jay H. SCHNEIDERMAN					
3	Kate M. BROWNING					
4	Thomas MURATORE					
6	Daniel P. LOSQUADRO					
7	Jack EDDINGTON					
9	Ricardo MONTANO					
10	Thomas CILMI					
11	Thomas F. BARRAGA					
12	John M. KENNEDY, JR.					
13	Lynne C. NOWICK					
14	Wayne R. HORSLEY					
15	DuWayne GREGORY					
16	Steven H. STERN					
17	Lou D'AMARO					
18	Jon COOPER				/	
5	Vivian VILORIA-FISHER, D.P.O.					
8	William J. LINDSAY, P.O.					
	Totals	17	—	—	—	—

MOTION
<input checked="" type="checkbox"/> Approve
Table: _____
Send To Committee _____
Table Subject To Call _____
Lay On The Table _____
Discharge _____
Take Out of Order _____
Reconsider _____
Waive Rule _____
Override Veto _____
Close _____
Recess _____
APPROVED <input checked="" type="checkbox"/> FAILED _____
No Motion _____ No Second _____

RESOLUTION DECLARED
<input checked="" type="checkbox"/> ADOPTED
NOT ADOPTED _____

Tim Laube

 Tim Laube, Clerk of the Legislature

Roll Call _____ Voice Vote