

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. 1038 - 2010**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1038 – 2010

**RESOLUTION NO. -2010, ADOPTING LOCAL LAW NO.
-2010, A LOCAL LAW AMENDING THE SUFFOLK
COUNTY EMPIRE ZONE BOUNDARIES TO INCLUDE
BREN-TRONICS, INC. (SUFFOLK COUNTY TAX MAP
NO. 0400-22.000-0100-045.000 AND 0400-22.00-0100-046.00)**

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1038 – 2010, BECAUSE THE SECOND
SUFFOLK COUNTY TAX MAP NUMBER WAS ORIGINALLY OMITTED FROM
THE RESOLUTION AND HAS SINCE BEEN ADDED.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF MARCH, 2010.**

Brendan R Chamberlain

**BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

RECEIVED
2010 MAR -1 P 1:54
SUFFOLK COUNTY, N.Y.
EMPIRE ZONE
BREN-TRONICS, INC.
TAX MAP NO. 0400-22.000-0100-045.000
AND 0400-22.00-0100-046.000

AMENDED COPY AS OF 2/26/2010

Intro. Res. No. 1038-2010

Laid on Table 1/4/2010

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2010, ADOPTING LOCAL LAW
NO. -2010, A LOCAL LAW AMENDING THE SUFFOLK
COUNTY EMPIRE ZONE BOUNDARIES TO INCLUDE BREN-
TRONICS, INC. (SUFFOLK COUNTY TAX MAP NO. 0400-
22.000-0100-045.000 AND 0400-22.00-0100-046.00)**

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on January 4, 2010, a proposed local law entitled, "**A LOCAL LAW AMENDING THE SUFFOLK COUNTY EMPIRE ZONE BOUNDARIES TO INCLUDE BREN-TRONICS, INC. (SUFFOLK COUNTY TAX MAP NO. 0400-22.000-0100-045.000 AND 0400-22.00-0100-046.00)**"; and said local law in final form is the same as when presented and introduced; now, therefore be it

RESOLVED, that said local law be enacted in form as follows:

**LOCAL LAW NO. -2010, SUFFOLK COUNTY, NEW YORK
A LOCAL LAW AMENDING THE SUFFOLK COUNTY EMPIRE ZONE
BOUNDARIES TO INCLUDE BREN-TRONICS, INC. (SUFFOLK
COUNTY TAX MAP NO. 0400-22.000-0100-045.000 AND 0400-22.00-
0100-046.00).**

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

Section 1. Legislative Intent.

This Legislature finds and determines that pursuant to Local Law No. 14-2003, this Legislature authorized the designation of an Empire Zone; that Local Law No. 40-2009 established Empire Zone boundaries; and that a new local law is required to submit to New York State a request to revise the zone boundaries to include Bren-tronics, Inc., located at premises described as Suffolk County Tax Map No. 0400-22.000-0100-045.000 and 0400-22.00-0100-046.00.

This Legislature also finds and determines that New York State amended the Empire Zone Program to include specific projects deemed as Regionally Significant Projects. Regionally Significant Projects are defined as company and site specific projects located outside the existing zone boundaries that will create fifty (50) or more new jobs within a three year period.

This Legislature further finds and determines that Bren-tronics, Inc., a manufacturer of renewable energy systems, located at 8 and 10 Brayton Court, Commack, NY 11725 meets the criteria of Section 957(d) of the NEW YORK GENERAL MUNICIPAL LAW for a Regionally Significant Project and has requested consideration for such designation by the Suffolk County Empire Zone - Zone Administrative Board.

Therefore, the purpose of this law is to authorize the submission of an application to New York State to amend the boundaries of the Suffolk County Empire Zone, to include the above location.

Section 2. Application.

The Suffolk County Empire Zone - Zone Administrative Board, is hereby authorized, empowered and directed in accordance with Section 3 of this Law to submit an application to the New York State Department of Economic Development to augment the boundaries of the existing Empire Zone and to execute such documents as are necessary and desirable to effectuate the purposes of this Law.

Section 3. Request for Consideration.

A.) The Commissioner of the New York State Department of Economic Development is hereby requested to revise the boundaries of the Empire Zone in accordance with this Law.

B.) The Clerk of the Suffolk County Legislature is hereby authorized, empowered and directed to file a certified copy of this local law with said Commissioner upon its adoption.

Section 4. Designation of Revised Empire Zone Boundaries.

The boundary of the Empire Zone, designated in Local Law No. 14-2003 and Local Law 40-2009, as adopted, shall be amended to include Suffolk County Tax Map No. 0400-22.000-0100-045.000 and 0400-22.00-0100-046.00.

Section 5. Real Property Tax Exemption.

A.) The property included in the revised boundaries as described and designated by this Law is hereby granted an exemption from the taxes and special ad valorem levies by the County of Suffolk and the exemption shall be granted for the period and to the extent provided for in Section 485-e of the New York Real Property Tax Law. This exemption shall be for a term of (10) years, notwithstanding that the designation of the Empire Zone may expire prior to the end of such ten (10) year term.

B.) The exemption granted pursuant to this Law shall only take effect as to the revised Empire Zone designation in the event that the revised designation is approved by New York State and placed on the tax rolls. In the event the revised Empire Zone designation is not approved, the exemption granted pursuant to Local Law No. 14-2003, as adopted, shall continue pursuant to the terms of that Law.

Section 6. Applicability.

This Law shall apply to all actions and taxable status dates occurring on or after the effective date except as otherwise provided for herein.

Section 7. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder

thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of the law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 8. SEQRA Determination.

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

Section 9. Effective Date.

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

23

MEMORANDUM

TO: Ken Crannell, Deputy County Executive
Office of the County Executive

FROM: Carolyn E. Fahey, Intergovernmental Relations Coordinator
Department of Economic Development & Workforce Housing

DATE: February 26, 2010

SUBJECT: **C/N Request for an Amended Version of IR-1038
ADOPTING LOCAL LAW - NO. ____ -2010, A LOCAL
LAW AMENDING THE SUFFOLK COUNTY EMPIRE
ZONE BOUNDARIES TO INCLUDE BREN-TRONICS, INC.
(SUFFOLK COUNTY TAX MAP NO.
0400-22.000-0100-045.000 AND 0400-22.00-0100-046.00)**

The Department requests that a Certificate of Necessity be issued for the above Amended resolution. The Empire Zone designation is requested for two (2) parcels of property 8 and 10 Brayton Court, Commack. The two street addresses are noted in the Legislative Intent, although one of the tax map numbers was inadvertently left off of the draft resolution. The Economic Development, Higher Education and Energy Committee approved this resolution at its February 24th meeting in its current form.

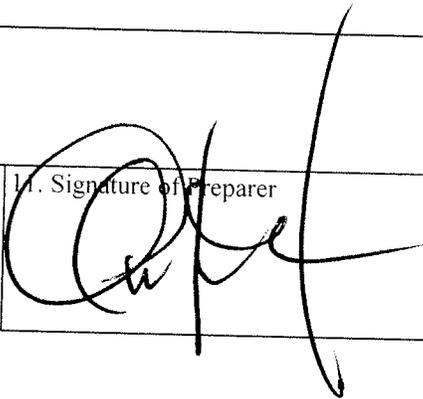
The attached resolution has been amended to reflect the addition of tax map number 0400-22.00-0100-046.00

The County Attorney's Office has spoken with Legislative Counsel and all agree that this technical amendment does not constitute a substantial change and can be considered by the Legislature for approval.

CEF/kmb

cc: Chris Kent, Chief Deputy County Executive
Yves R. Michel, Commissioner
Brendan Chamberlain, County Executive Assistant
Steven Tricarico, County Executive Assistant

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
A LOCAL LAW AMENDING THE SUFFOLK COUNTY EMPIRE ZONE BOUNDARIES TO INCLUDE BREN-TRONICS, INC. (SUFFOLK COUNTY TAX MAP NO 0400-22.000 – 0100-045.000 AND <u>0400-22.00-0100-046.00</u>)		
3. Purpose of Proposed Legislation		
SAME AS ABOVE – ADDS THE ADDITIONAL TAX MAP NUMBER		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact:		
N/A -		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
N/A		
9. Timing of Impact		
UPON APPROVAL		
10. Typed Name & Title of Preparer	11. Signature of Preparer	
Allen M. Kovesdy Director of Management and Research		March 1, 2010

SCIN FORM 175b (10/95)

OFFICE OF THE COUNTY EXECUTIVE
COUNTY OF SUFFOLK

- (1) Please limit this suggestion to (ONE) proposal.
- (2) Describe in detail.
- (3) Attach all pertinent backup material.

Submitting Department _____ Department Contact Person _____
(Dept. Name & Location) (Name & Telephone No.)

SUFFOLK COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT
853-4800

Suggestion Involves: _____

Technical Amendment New Program

Grant Award Contract (New Rev.)

Local Law

Summary of Problem: (Explanation of why this legislation is needed.)

A LOCAL LAW AMENDING THE SUFFOLK COUNTY EMPIRE ZONE BOUNDARIES TO
INCLUDE BREN-TRONICS, INC. (SUFFOLK COUNTY TAX MAP NO 0400-22.000 -0100-
045.000 AND 0400-22.00-0100-046.00)

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Proposed Changes in Present Statute: (Please specify section when possible)

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN Form 175a(10/95) Prior editions of this form are obsolete.

**FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2008.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2008-2009.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2008 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. - 2010**

1285

WHEREAS, INTRODUCTORY RESOLUTION NO. - 2010

RESOLUTION NO. -2010, ACCEPTING AND APPROPRIATING \$8,836 IN SUB-GRANTED FUNDS FROM THE SUFFOLK COUNTY COALITION AGAINST DOMESTIC VIOLENCE, INC. FOR THE STOP VIOLENCE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) SUFFOLK COUNTY COALITION AGAINST DOMESTIC VIOLENCE (SCCADV) 09 PROGRAM WITH 100% SUPPORT.

WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY RESOLUTION BE CONSIDERED IMMEDIATELY,

NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF INTRODUCTORY RESOLUTION NO. - 2010, BECAUSE GRANT ACTIVITIES NEED TO COMMENCE AS SOON AS POSSIBLE IN ORDER FOR GRANT FUNDING TO BE FULLY EXPENDED BY THE PROJECT END DATE OF DECEMBER 31, 2010.

IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS SECOND DAY OF MARCH, 2010.



**BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

2010 FEB 23 P 4 16
RECEIVED

Intro. Reso. No. 1285-10

Laid on Table 3/2/10

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2010, ACCEPTING AND APPROPRIATING \$8,836 IN SUB-GRANTED FUNDS FROM THE SUFFOLK COUNTY COALITION AGAINST DOMESTIC VIOLENCE, INC. FOR THE STOP VIOLENCE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) SUFFOLK COUNTY COALITION AGAINST DOMESTIC VIOLENCE (SCCADV) 09 PROGRAM WITH 100% SUPPORT.

WHEREAS, the New York State Division of Criminal Justice Services has awarded to the Suffolk County Coalition Against Domestic Violence (SCCADV) \$187,600 in Federal funds under the 2009 STOP Violence Against Women (VAWA) American Recovery and Reinvestment Act for the period 1/1/10 – 12/31/10; and

WHEREAS, the Program is designed to enhance the provision of services to victims of sexual assault and domestic violence against women through a coordinated effort between the Suffolk County Police Department and the Suffolk County Coalition Against Domestic Violence, Inc., a community based organization; and

WHEREAS, the funding will allow specialized units in the Police Department to provide enhanced services to victims of Domestic Violence; and

WHEREAS, said sub-granted funds for law enforcement totaling \$8,836 for the Suffolk County Police Department, have not been included in the 2010 Suffolk County Operating Budget; now, therefore, be it

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

<u>REVENUES:</u>	<u>AMOUNT</u>
115-4350-Federal Aid: FFY 2009 STOP Violence Against Women (VAWA) ARRA	\$8,836

ORGANIZATIONS:

Suffolk County Police Department (POL)
STOP Violence ARRA SCCADV 09
115-POL-3634

<u>1000 – Personal Services</u>	<u>\$7,522</u>
1120 – Overtime Salaries	7,522

Employee Benefits
Retirement
115-EMP-9010

<u>8000-Employee Benefits</u>	<u>\$1,204</u>
8280 – Employee Retirement System	1,204

**Employee Benefits
Social Security
115-EMP-9030**

8000 – Employee Benefits
8330 – Social Security

\$ 110
110

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute related agreements.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

COUNTY OF SUFFOLK



STEVE LEVY
COUNTY EXECUTIVE

RICHARD DORMER
POLICE COMMISSIONER

POLICE DEPARTMENT

TO: Ken Crannell, Deputy County Executive
Suffolk County Executive's Office

FROM: Edward Webber, Chief of Support Services
Suffolk County Police Department *EW*

DATE: February 5, 2010

SUBJECT: Resolution Packets & SCIN Forms for
STOP Violence American Recovery and Reinvestment Act (ARRA) Suffolk
County Coalition Against Domestic Violence (SCCADV) 09 grant program
DCJS #VR09-1015-E00

Certificate of Necessity Requested

Attached please find two copies of the following for the STOP Violence SCCADV 2009 Grant Program:

1. Proposed Grant Resolution.
2. Grant SCIN Forms.
3. Request for Introduction of Legislation.
4. Financial Impact Statement.
5. Copy of the contract between the Suffolk County Coalition Against Domestic Violence and the New York State Division of Criminal Justice Services and grant award letter.

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

Due to the fact that this is a one year project with a firm end date of December 31, 2010, it is imperative that the resolution to accept and appropriate the funding for the project pass as soon as possible so that grant activities may begin and grant funding may be fully expended. For this reason we are requesting a Certificate of Necessity for the March 2nd meeting of the Legislature.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Technician, at 852-6601.

Thank you as always for your assistance with this project.

EW/sck

cc: Don Fahey, Federal & State Aid Claims Coordinator
Christopher Kent, Chief Deputy County Executive



ACCREDITED LAW ENFORCEMENT AGENCY

www.joinscpd.com

30 YAPHANK AVENUE, YAPHANK, NEW YORK 11980 – (631) 852-6000



STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>XX</u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
<p>ACCEPTING AND APPROPRIATING \$8,836 IN SUB-GRANTED FUNDS FROM THE SUFFOLK COUNTY COALITION AGAINST DOMESTIC VIOLENCE, INC. FOR THE STOP VIOLENCE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) SUFFOLK COUNTY COALITION AGAINST DOMESTIC VIOLENCE (SCCADV) 09 PROGRAM WITH 100% SUPPORT.</p>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u>XX</u> No		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District	<input type="radio"/> Other (Specify):
<input type="radio"/> Library District	<input type="radio"/> Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
No impact. The resolution provides \$8,836 in sub-granted funds.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
The funds provided by this grant must be expended between January 1, 2010 and December 31, 2010.		
8. Proposed Source of Funding		
New York State Department of Criminal Justice Services		
9. Timing of Impact		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Assistant Executive Analyst		2-19-10

**FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2009.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE February 5, 2010
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank, NY 11980	
Contact Person In Department/Agency Sarah Furey Senior Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

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

I. BACKGROUND INFORMATION

1. Grant Title: STOP Violence ARRA SCCADV 09

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) American Recovery and Reinvestment Act of 2009, Public Law 111-5, administered by the New York State Department Of Criminal Justice Services.

3. Grant/Contract Status (Check One Box)
 A. New Program Application
 B. Renewal Application
 C. Supplemental (Specify) _____
 D. Extension of Funding Period
 E. Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
 This grant will allow the Suffolk County Police Department's Domestic Violence and Elder Abuse Bureau to enhance the services they currently provide to victims of domestic violence.

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

II. BUDGET INFORMATION

1. Term of Contract From: 01/1/10 To: 12/31/10

2. Financial Assistance Requested

SOURCE	FIRST FUNDING CYCLE		SECOND FUNDING CYCLE		THIRD FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$8,836	100%	\$	%	\$	%
State	\$		\$	%	\$	%
Private	\$	%	\$	%	\$	%
County	\$	%	\$	%	\$	%
Total	\$8,836	100%	\$	%	\$	%

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2010

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES: 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries	7,522 7,522			
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2030 Automobiles & Motorcycles 2070 Cameras and Photographic 2090 Radio & Communication 2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2010

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings				
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance	1,314 1,204 110			
OTHER (List Source & Brief Explanation)				

I certify that the above in-kind contribution are not currently being used to support other grants

DETAIL LISTING OF 1000 ACCOUNT

PERSONAL SERVICES

TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %		
				GRANTOR	COUNTY	IN-KIND
Police Officer	6	79.17/HR OT	Various	100%		

**STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. Type of Legislation

Resolution X Local Law Charter Law

2. Title of Proposed Resolution

Accepting and appropriating \$8,836 in sub-granted funds from the Suffolk County Coalition Against Domestic Violence, Inc. for the STOP Violence American Recovery and Reinvestment Act (ARRA) Suffolk County Coalition Against Domestic Violence (SCCADV) 09 Program with 100% support.

3. Purpose of Proposed Legislation

To accept \$8,836 in federal pass-through sub-granted funds from the Suffolk County Coalition Against Domestic Violence, Inc. to enable the Suffolk County Police Department's Domestic Violence and Elder Abuse Bureau to enhance the services it provides to victims of domestic violence.

4. Will the Proposed Legislation have a fiscal impact? Yes No X

5. If the answer to Item 4 is "Yes," on what will it impact?

(Circle appropriate category)

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

6. If answer to Item 5 is "Yes," provide detailed explanation of impact:

Acceptance of the grant will allow the Suffolk County Police Department to enhance its services to the victims of domestic violence and sexual abuse.

7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:

None

8. Proposed Source of Funding

Office on Violence Against Women, Department of Justice, pass-through funding through the NYS Division of Criminal Justice Services sub-granted by the Suffolk County Coalition Against Domestic Violence, Inc.

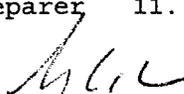
9. Timing of Impact

Immediate

10. Typed Name & Title of Preparer

Susan C. Krause
Grants Technician

11. Signature of Preparer



12. Date

2/5/2010

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE
COUNTY OF SUFFOLK

- (1) Please limit this suggestion form to ONE proposal.
- (2) Describe in detail.
- (3) Attach all pertinent backup material.

Submitting Department
(Dept. Name & Location)

Department Contact Person
(Name & Phone No.)

Suffolk County Police Department
30 Yaphank Avenue, Yaphank

Sarah Furey, Senior Grants Analyst
852-6042

Resolution Involves:

Technical Amendment

New Program

Grant Award

Contract (New__ Rev.__)

Explanation of Proposed Resolution

Accepting and appropriating \$8,836 in Federal pass-through grant funds from the Suffolk County Coalition Against Domestic Violence, Inc. to the Suffolk County Police Department for the STOP Violence ARRA SCCADV 09 Program.

Summary of Resolution Benefits

Acceptance and approval of this resolution will enable the Police Department to utilize \$8,836 from the Suffolk County Coalition Against Domestic Violence, Inc. for the purpose of enhancing the services of the Suffolk County Police Department's Domestic Violence and Elder Abuse Bureau.



STATE OF NEW YORK
DIVISION OF CRIMINAL JUSTICE SERVICES
Four Tower Place
Albany, New York 12203-3764
<http://criminaljustice.state.ny.us>

DAVID A. PATERSON
GOVERNOR

DENISE E. O'DONNELL
COMMISSIONER

October 26, 2009

Dear Grantee:

I am pleased to announce that your organization will receive FFY 2009 STOP Violence Against Women (VAWA) **American Recovery and Reinvestment Act** funding.

We are pleased to provide funding to support this innovative project. This award reflects 12 months of funding support. As you know, awards under the Recovery Act are one-time awards so please be aware there is no ongoing funding for this project. All grantees should make every effort to manage funds efficiently and seek ways to sustain their program with other resources wherever possible.

The VAWA Program Representative assigned to your project will contact you in the very near future to discuss your award and changes to your proposed application necessary to finalize your contract. **The DCJS would like contracts submitted by November 13, 2009.** Please be aware that the Recovery Act funding requires very specific reporting requirements and timeframes. ***Be sure to thoroughly read your entire contract before signing.*** Our office will be assisting you to ensure the appropriate documentation and reports are maintained in order to be in compliance with the funding requirements.

Congratulations on your award! DCJS is looking forward to working with you on this important initiative during the coming year. Thank you once again for the work you are doing to help prevent violence against women.

Very truly yours,

Denise E. O'Donnell

DEO:ko:cw

3 Advocates
1 Vict. Adv.
+ admin

Kelly Student → Rec'd \$187,600
Requested \$392,000

003/004

Karen Malvone

From: Student, Kelly (DCJS) [Kelly.Student@dcjs.state.ny.us]
Sent: Friday, October 30, 2009 9:33 AM
To: j.sanders@sccadv.org; 'k.malvone@sccadv.org'
Subject: 2009 STOP VAWA Recovery Act Award
Attachments: ARRA_Reporting Tool_1st_Qtr (2).xls; ARRA 1512 Supplemental Job Count Template.xls; APPENDIX E.doc

Hi JoAnne and Karen

Congratulation on your 2009 STOP VAWA Recovery Act Award in the amount of **\$187,600**.

Please go in GMS under project number VR09-1015-E00 and make appropriate changes to your budget and work plan. We recommend that your budget include: Three (3) Precinct Advocates with fringe and the Victim Advocate with fringe. If needed, your work plan can be modified to reflect the budget reduction.

You indicated in your application that your project dates will be 1/1/2010 – 12/31/2010, if those dates need to be changed please be sure you do that for a 12 month period.

As indicated in the Commissioners letter the deadline to submit your revised 2009 STOP VAWA Recovery Act application is **November 13, 2009**.

Please familiarize yourself with the following required reporting information below and the attached documents:

REPORTING REQUIREMENTS

ALL Recovery Act grantees are required to submit an ARRA Reporting Tool report and an ARRA 1512 Supplemental Job Count report within 5 days of the quarter ending, regardless of your contact dates. Samples of these reports are attached so that you will be aware of the information prior to going to contract.

1. The ARRA Reporting Tool and the ARRA 1512 Supplemental Job Count reports are due dates as follows:

Quarterly Period	ARRA Reports Due
January 1 – March 31	April 5th
April 1 – June 30	July 5th
July 1 – September 30	October 5 th
October 1 – December 31	January 5th

2. Quarterly progress reports are entered in the GMS system and due as follows:

Quarterly Period	GMS Report Due
January 1 – March 31	May 15th
April 1 – June 30	August 15
July 1 – September 30	November 15
October 1 – December 31	February 15

3. Annual Progress Report that DCJS refers to as the "Muskie Report" for all VAWA awards are due annually. The U.S. Department of Justice, Office of Violence Against Women's notifies the Division of

Criminal Justice Services when this report is due and I will notify you the due date. For information on this report go to: <http://muskie.usm.maine.edu/vawamei/formstop.htm>

- 4. Fiscal reports should be submitted quarterly due the same time as progress reports (*see above #2*). Fiscal forms can be found on our website at: <http://www.criminaljustice.state.ny.us/ofpa/forms.htm>

ADDITIONAL Information for all Recovery Act grantees

All CONTRACTS funded under the American Recovery and Reinvestment Act of 2009 (ARRA) must post all related jobs through the Department of Labor Job Exchange which is a free service that allow public access. (*Please read attached Appendix E for more information*).

I look forward to working with you.....please let me know if you have any questions.

Thanks,

Kelly Student

*Criminal Justice Program Representative
NYS Division of Criminal Justice Services
Office of Program Development and Funding
Victim Services Unit*

www.criminaljustice.state.ny.us/ofpa
518-457-6892 Fax- 518-485-8357



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Checked by AVG - www.avg.com

Version: 8.5.423 / Virus Database: 270.14.39/2469 - Release Date: 10/30/09 07:52:00

Award Contract

STATE AGENCY NYS Division of Criminal Justice Services 4 Tower Place Albany, NY 12203	NYS COMPTROLLER'S NUMBER: C652033 (Contract Number) ORIGINATING AGENCY CODE: 01490 - NYS Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Suffolk County Coalition Against Domestic Violence Inc. PO Box 1269 Bay Shore, NY 11706	TYPE OF PROGRAMS: VAWA Recovery DCJS NUMBERS: VR09652033
FEDERAL TAX IDENTIFICATION NO: 11-2470902 MUNICIPALITY NO: (if applicable) 470100000 000	INITIAL CONTRACT PERIOD: FROM 01/01/2010 TO 12/31/2010 FUNDING AMOUNT FROM INITIAL PERIOD: \$187,600.00
STATUS: Contractor is not a sectarian entry. Contractor is a not-for-profit organization.	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
CHARITIES REGISTRATION NUMBER: <div style="border: 1px solid black; padding: 2px; width: fit-content;">02-96-67</div> (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A <div style="border: 1px solid black; padding: 2px; width: fit-content;">Contractor has ___ has not ___ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</div>	APPENDIX ATTACHED AND PART OF THIS AGREEMENT <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan <input type="checkbox"/> APPENDIX F Guidelines for the Control and Use of Confidential Funds <input type="checkbox"/> APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment <input checked="" type="checkbox"/> Other (Identify)
IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS NYS Division of Criminal Justice Services BY: Anne Marie Strano , Director Date: 01/05/2010 Office of Program Development and Funding State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Ms. Jo Anne Sanders , Executive Director Date: 01/05/2010	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

**Additional back-up regarding CN IR 1285 is on file in the
Legislative Clerk's Office, Hauppauge.**

Award Contract

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Award Contract

VAWA Recovery

Project No.**Grantee Name**

VR09-1015-E00

Suffolk County Coalition Against Domestic Violence Inc.

02/04/2010

AGREEMENT

STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

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

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used) GMS Amendment. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s) create and amendment to the GMS record. Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

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

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

Award Contract

Page 3 of 26

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

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

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

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

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

V. Property

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

VI Safeguards for Services and Confidentiality

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

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

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

Certified by - Jo Anne Sanders on 01/05/2010

Award Contract

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Award Contract**VAWA Recovery****Project No.****Grantee Name**

VR09-1015-E00

Suffolk County Coalition Against Domestic Violence Inc.

02/04/2010

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the 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

Award Contract

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

Award Contract

Page 6 of 26

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

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, upgrades, 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.

Award Contract

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.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at <http://criminaljustice.state.ny.us/ofpa/forms.htm>. (rev)June, 2006

Certified by - Jo Anne Sanders on 01/05/2010

Award Contract

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Award Contract**VAWA Recovery****Project No.****Grantee Name**

VR09-1015-E00

Suffolk County Coalition Against Domestic Violence Inc.

02/04/2010

APPENDIX A1

AGENCY-SPECIFIC CLAUSES

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds \$15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for \$50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in writing and signed by the parties hereto. The parties agree, however, that DCJS may unilaterally amend only the following sections of the Budget Amendment/Grant Extension form (DCJS-55) to insure accuracy and completeness: identification of Federal Funds or State Funds; #1 Grantee Name, #2 County; #3 Contract No.; #4 Implementing Agency; #5 DCJS No.; #7 Project Title; #9 Date of Last Approved Request; #10 Contract Duration; and A. Approved Project Budget. DCJS shall initial such amendment(s) and shall provide Grantee with a copy of the corrected DCJS-55 that was unilaterally amended by DCJS.

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

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

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

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

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

A. For State funded grants:

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

B. For Federally funded grants:

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

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

Award Contract

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

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

The most current version of these Federal OMB Circulars may be viewed on-line at: www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior written permission of DCJS.

B. A Grantee seeking to modify Non-Personal Service budget categories by more than 20 percent of the total funds budgeted in a category must secure the prior written permission of DCJS. A DCJS-55 setting forth the proposed amendment must be submitted to and approved by DCJS before the next voucher and/or fiscal cost report will be approved.

C. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 20 percent. A DCJS-55 and a letter signed by the Chief Executive Officer or Fiscal Officer authorizing these changes must be submitted to DCJS with the next voucher or fiscal cost report submission.

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

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

All out-of-state travel must have prior written authorization from DCJS. Requests for DCJS approval must be submitted in writing and must set forth, at a minimum: (a) an itemized estimate of associated travel costs including transportation, lodging, meals, and registration fees; (b) a description of the training or event for which out-of-state travel is required; and (c) an explanation why the travel is necessary for the grant-funded project and why it cannot be accommodated locally or within New York State.

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

A. The rate for a consultant should not exceed \$450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding \$450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

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

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

Award Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

5. A Grantee spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested

parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

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

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/BJF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than \$500 do not need to be reported on the Equipment Inventory Reports although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

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

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

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

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

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

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must

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

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

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

21. The Grantee will submit program progress reports and one final report to DCJS via the GMS system and additional information or amended data as required.

A. Program progress reports will be due within 45 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due within 45 days of the last day of the calendar quarter from the start date of the program.

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

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

Calendar Quarter
Report Due
January 1 - March 31
May 15

April 1 - June 30
August 15

July 1 - September 30
November 15

October 1 - December 31
February 15

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

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges within 45 days after the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written

Award Contract

approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
- Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).

B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

- OMB Circular A 21, Cost Principles for Educational Institutions;
- OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
- OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;
- OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
- OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee, additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at:
www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

Award Contract

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

Certified by - Jo Anne Sanders on 01/05/2010

Award Contract

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Award Contract

VAWA Recovery

Project No.**Grantee Name**

VR09-1015-E00

Suffolk County Coalition Against Domestic Violence Inc.

02/04/2010

APPENDIX B - Budget Summary by Participant

Suffolk County Coalition Against Domestic Violence Inc. - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Precinct Advocate (100% of \$33,288 FTE annual salary for each advocates)	3	\$33,288.00	\$99,864.00	\$99,864.00	\$0.00
2	Victims' Advocate (100% FTE)	1	\$37,892.00	\$37,892.00	\$37,892.00	\$0.00
3	Officers @ SCPD (overtime - approx. \$53 per hr. @ approx. 3 hrs per wk)	1	\$8,836.00	\$8,836.00	\$8,836.00	\$0.00
4	Director of Advocacy Services (5% of \$54,317 FTE annual salary)	1	\$2,716.00	\$2,716.00	\$2,716.00	\$0.00
Total				\$149,308.00	\$149,308.00	\$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Precinct Advocates	3	\$9,254.24	\$27,762.72	\$27,762.72	\$0.00
2	Victims' Advocate	1	\$9,627.78	\$9,627.78	\$9,627.78	\$0.00
3	Director of Advocacy Services	1	\$651.41	\$651.41	\$651.41	\$0.00
Total				\$38,041.91	\$38,041.91	\$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Daily Travel Reimbursement	1	\$250.09	\$250.09	\$250.09	\$0.00
Total				\$250.09	\$250.09	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$187,600.00	\$187,600.00	\$0.00

Suffolk County Police Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$187,600.00	\$187,600.00	\$0.00

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Award Contract**VAWA Recovery****Project No.****Grantee Name**

VR09-1015-E00

Suffolk County Coalition Against Domestic Violence Inc.

02/04/2010

04/01/03 APPENDIX C

PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.
2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances. (See item three below.) Final vouchers, reimbursement payment and reports must be submitted within 45 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.
3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the Finance Office of DCJS with its final fiscal cost report within 45 days of termination of this grant contract.
4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.
5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Finance Office of DCJS. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Finance Office in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.
6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
 Finance Office
 4 Tower Place
 Albany, NY 12203-3764

Payment schedules and payment method provisions are outlined on page 2 of this Appendix.

6. Payment Schedule

PAYMENT PAYMENT DUE DATE 1 Pending appropriation, 30 days after commencement date of contract with proper documentation or upon receipt of proper documentation, whichever is later. 2-4 Quarterly
 A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

Award Contract

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 45 days after the last day of the quarter for the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D.

Payment requests need to include the following documents as required:

- Detailed Itemization of Personal Service Expenditures
- Detailed Itemization of Non-Personal Service Expenditures
- Detailed Itemization of Consultant Expenditures
- Expert witness agreement and supporting documentation
- Voucher and Fiscal Cost Report signed
- Written documentation of all required DCJS prior approvals as follows:
 - DCJS approval of non-competitive consultant.
 - DCJS approval of non-competitive vendor for services.
 - DCJS approval of consultant services reimbursement greater than \$450 per eight hour day.
 - DCJS approval of change to Personal Services by more than 10 percent.
 - DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
 - DCJS approval to subaward to another organization.
 - DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
 - DCJS approval to modify Non Personal Services budget categories by more than 20 percent.
 - DCJS approval to reallocate funds between Personal Services and Non Personal Services.

All Certified Assurances for federal programs, and DCJS Contract Appendices are also available online for download at <http://criminaljustice.state.ny.us/ofpa/forms.htm>.

Certified by - Jo Anne Sanders on 01/05/2010

Award Contract**VAWA Recovery****Project No.****Grantee Name**

VR09-1015-E00

Suffolk County Coalition Against Domestic Violence Inc.

02/04/2010

APPENDIX D - Work Plan**Goal**

To retain three precinct advocates and a victim advocate to continue providing advocacy services and outreach to victims of domestic violence in three of the SCPD precincts, as well as, in the domestic violence parts of the District Court.

Objective #1

To provide assistance to domestic violence victims in achieving safety by maintaining access to victim services through the victim and precinct advocates.

Task #1 for Objective #1

Assist victims of domestic violence by providing information on rights and options pertaining to the charges being pressed, orders of protection, help develop safety plans and make referrals to other services as needed such as shelter and counseling. The precinct advocates will regularly conduct community outreach within their precinct area, train police officers at monthly squad inspections on the services provided by SCCADV and provide victims with court accompaniment services in Family and District Court in obtaining orders of protection. One day will be dedicated to working out of the administrative office completing paperwork, making follow up calls and answering incoming client and hotline calls.

Performance Measure

- 1 Number and type of assistance provided to victims by the precinct advocates.
- 2 Number of outreach units provided to the community.
- 3 Number, date and topic the precinct advocates provided training to officers on the services available at the SCCADV for domestic violence victims.
- 4 Number of victims provided with court accompaniment to obtain an order of protection.

Task #2 for Objective #1

The victim advocate will work with the SCPD DV and Elder Abuse Units on a portion of the home visits they conduct and will remain on call for all seven SCPD precincts during the hours of 8:30am – 3:00pm. Victims that do not receive a home visit by the victim advocate or precinct advocate will be contacted by victim advocate via telephone. Additionally, the victim advocate will provide court accompaniment to victims in District Court and will work exclusively in the two domestic violence parts of the District Court on the two days that SCCADV is assigned to cover those courtrooms. The victim advocate will work in the courtrooms assisting existing SCCADV clients who are present for the defendant's return date and will work with new clients as referred by the DA's Office. Having open criminal charges against the abuser can prove to be an extremely frightening and an emotional time for victims. The presence of a trained advocate in the courtroom to guide them through the process, explain their options and act as a liaison between the victim and the DA's office is invaluable.

Performance Measure

- 1 Number of victims served by victim advocate in the District Court.
- 2 Number of home visits conducted with both victim advocate and SCPD.
- 3 Number of victims the victim advocate reached out to via telephone.
- 4 Number of existing victims from SCCADV the victim advocate assisted in courtroom.
- 5 Number of new victims assisted by victim advocate in courtroom.

Task #3 for Objective #1

Precinct advocates will accompany the officers on the home visits for victims living in their precinct area. The pairing of the officer and advocate allows the County to provide victims with a well rounded service plan for victims as the differing skill sets and duties complement one another. The officers work hours in the DV Unit will be adjusted one or two evenings per week to enable the officer and advocate to reach out to victims in the evening which will increase the likelihood of making contact with the victim. This will include additional hours outside of normal tour of duty for SCPD officers to conduct visits with victims during evening hours. It is expected that each precinct advocate will accompany the officers on home visits three times per quarter.

Performance Measure

- 1 Number of home visits conducted made by both precinct advocate and SCPD.

Award Contract**VAWA Recovery****Project No.****Grantee Name**

VR09-1015-E00

Suffolk County Coalition Against Domestic Violence Inc.

02/04/2010

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed \$0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

General Conditions**APPENDIX D - Special Conditions**

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

Grantee agrees that funds will be used only for the purpose areas described in the "Grants to Combat Crimes Against Women" program authority. These funds are not intended to support services to women in the general population but to those who have been victims of violence. These funds may not be used for services to obtain divorces or legal separations. Funds may not be used for legal or defense services for perpetrators of violence against women. Funds may not be used for defense services for women arrested for criminal offenses.

Grantee agrees to collect and report data as required by the VAWA Measuring Effectiveness Initiative Project developed jointly by the Office on Violence Against Women and the Edmund S. Muskie School of Public Service. All data will be collected and reported on an annual (calendar year) basis.

Grantee agrees to submit one copy of all reports and publications resulting from this agreement to DCJS. Any publications must contain the following statement, in visible print, on the front cover of any document generated pursuant to a S.T.O.P. Violence Against Women Grant administered by DCJS:

This project was supported by a grant awarded by the Violence Against Women Grants Office, Office of Justice Programs, U.S. Department of Justice. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

The Grantee agrees to safeguard the confidentiality of information relating to individuals who may receive services in the course of this project. This includes, but is not limited to disclosure of victim's name, address, telephone number, or any other identifying information without the prior voluntary written consent of the victim. The grantee will maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations (e.g., Sections 136 and 372 of the Social Services Law, 18NYCRR357, and Attachment F-Sub-part 69-5 to Part 69 of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York (10NYCRR)). Grantee must comport with the confidentiality and privacy rights and obligations created by any federal or state law, court rules or rules of professional conduct applicable to the work performed by the grantee. Any breach of confidentiality by the Grantee, its agents or representatives will be cause for the immediate termination of this Agreement.

Strategy Special Conditions: Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation IMPACT; Youth Violence Reduction; DNA Evidence Collection; Road to Recovery or Re-Entry, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York Regional Intelligence Center (UNYRIC) or the New York/New Jersey High Intensity Drug

Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate. Law enforcement grantees are required on a monthly basis to submit a data extract file for the target jurisdiction to DCJS for crime mapping. Grantees may request a temporary waiver of the mapping requirement if this condition would prohibit the immediate implementation of this project. Information regarding the New York State Crime Mapping System can be made by calling the Customer Contact Center at 800-262-3257. All criminal justice information management software which grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State criminal justice data standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at 800-262-3257. Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable. Grantee shall enroll as applicable in the ePagesNY Directory established and administered by DCJS. ePagesNY is a statewide directory service provided free-of-charge by the Division of Criminal Justice Services to the criminal justice community of New York State. Information regarding enrollment in the ePagesNY Directory can be obtained by calling the DCJS Customer Contact Center at 800-262-3257. Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Sexual Assault Examiner Program grantees agree to abide by the NYS Public Health law and the NYS Department of Health Adult Sexual Offense Evidence Collection Protocol. Grantee agrees that staff will be properly trained and performing complete exams. Grantee agrees that the rape crisis counselors will be certified for the confidentiality privilege. Grantee agrees to develop case tracking of SAE cases with the District Attorneys Office and report conviction rates of SAE vs. non-SAE sexual assault cases to DCJS. Grantee agrees that funds provided in this grant will only be used for adult (age 16 and over) forensic examination fees and program support.

The Grantee agrees to enter into a subcontract regarding compliance with the terms of this agreement with any agency who has expenses being paid by this grant award and itemized in Appendix B-Budget.

The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

New York State has received a match waiver from the Federal Office on Violence Against Women. No match is required for grantees receiving FFY 2009 Violence Against Women Recovery Act funds. FFY 2009 S.T.O.P. VAWA Recovery Act expenditures must be made by April 30, 2011. Any extension beyond this time is contingent upon the Office on Violence Against Women approval of the State request for an award extension. Law enforcement, prosecution and court projects must sign the certification provided by NYS which states that they have consulted with tribal, territorial, State, or local victim service programs during the course of development their projects.

This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services.

RECOVERY ACT SPECIAL CONDITIONS

Reporting and Registration Requirements under Section 1512 of the Recovery Act

The Grantee is required to report the information described in Section 1512 of the Recovery Act using a form prescribed by DCJS. The form will collect the data elements required to comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282). The data provided will be used by DCJS to complete its reporting obligations under Section 1512 of the Recovery Act. The reports are due no later than 5 calendar days after each calendar quarter in which the Grantee receives Recovery Act funding.

Information from these reports will be made available to the public. The Grantee will report:

- the total amount of recovery funds received;
- the amount of recovery funds received that were expended or obligated to projects or activities;
- a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
 - the name of the project or activity
 - a description of the project or activity
 - an evaluation of the completion status of the project or activity
 - an estimate of the number of jobs created and the number of jobs retained by the project or activity -a description of the project or activity; and
 - detailed information on any subawards or vendors retained by the Grantee.

Grantees must obtain and provide to DCJS a Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com). Grantees must also obtain and maintain a current registration in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards funded with Recovery Act funds.

Separate Tracking and Reporting of Recovery Act Funds and Outcomes

Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for, and reported on separately from all other funds (including DOJ grant funds from non-Recovery Act grants awarded for the same or similar purposes or programs). Recovery Act funds may be used in conjunction with other funding as necessary, but tracking and reporting of Recovery Act funds must be separate. The accounting systems of all Grantees must ensure that funds from any award under this Recovery Act solicitation are not commingled with funds from any other source.

The Grantee will ensure that all personnel whose activities are to be charged to a Recovery Act grant will maintain timesheets to document hours worked for activities related to the grant as well as non-grant related activities.

Grantees must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

Access to Records; Interviews

The Grantee understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)) and DCJS, and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any contractor or subcontractor. The Grantee also understands and agrees that DOJ, DCJS, and the GAO are authorized to interview any officer or employee of the Grantee (or of any contractor or subcontractor) regarding transactions related to this Recovery Act award.

One-time Funding

The Grantee understands that awards under the Recovery Act will be one-time awards and accordingly that its project activities and deliverables are to be accomplished without additional DCJS or DOJ funding.

Misuse of award funds

The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Additional Requirements and Guidance

The Grantee agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.

Award Contract

Page 24 of 26

The Grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by DCJS. Compliance with these requirements will be monitored by DCJS.

The Grantee is required to specifically identify Recovery Act funding on their Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the Grantee is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix ARRA- in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC. This information is needed to allow DCJS to properly monitor Grantee expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.

Notwithstanding the provisions of paragraph I(D) of the Agreement, any change in scope (Appendix D) is subject to the approval of the Office of the State Comptroller.

Award Contract

Page 25 of 26

Award Contract**VAWA Recovery****Project No.****Grantee Name**

VR09-1015-E00

Suffolk County Coalition Against Domestic Violence Inc.

02/04/2010

APPENDIX E (American Recovery and Reinvestment Act of 2009 Additional Terms and Conditions)

Posting Job Listings on the New York State Job Exchange (Rider A)

All CONTRACTS funded under the American Recovery and Reinvestment Act of 2009 (ARRA) must post all related jobs through the Department of Labor Job Exchange which is a free service that allow public access. There are four ways that the Grantee can post jobs on the Exchange website.

Option 1:

The preferred approach is for the company to initially register through the New York State Department of Labor's Job Exchange <http://www.labor.state.ny.us> website for an employer account. This service allows the employer to directly manage their job orders status throughout the recruitment process. Approval for access is received within 3 business days which allows the employer to then list their job orders. The job orders are open to the public on this website and the job orders also roll over into the Department of Labor's One Stop Operating System (OSOS) for local One-Stop service.

Option 2:

The employer can complete a job order form and fax it to either of the following as appropriate. For jobs that are located in New York City the employer can use the NYC Fast Fax form http://www.labor.state.ny.us/formsdocs/does/ES515_584.pdf and fax it to (718) 780-9458. Regarding jobs that are located outside of New York City, the employer can use the NYS Fast Fax Form <http://www.labor.state.ny.us/formsdocs/does/es515.pdf> and fax to (518) 485-1333.

Option 3:

The employer can e-mail specifics of their job orders by using a fillable NYS Job Order Form <http://www.labor.state.ny.us/businessservices/PDFs/FastFax%20Electronic.rtf>. If the jobs are located in New York City, the employer would send the completed form to DoES_LO584@labor.state.ny.us address. If the jobs are located outside of New York City the employer would send the completed form to the nysjobbank.does@labor.state.ny.us address.

Option 4:

The employer can speak with a representative concerning the placement of a job order. If the jobs are located in New York City, the employer should call (718) 780-9499. If the jobs are located outside of New York City the employer should call 1-888-4-NYSDOL.

RIDER A

American Recovery & Reinvestment Act of 2009, Grantee Obligations

1. Since this agreement contains ARRA stimulus funds, the Grantee will post any jobs that it creates or seeks to fill as a result of the stimulus funding. Grantees will post through the New York State Department of Labor at <http://labor.state.ny.us> notwithstanding any other posting they might make. Any advertisements posted by the Grantee for positions pursuant to this contract must indicate that the position is funded with stimulus funds. The department may waive the requirements of this section at its discretion.
2. The Grantee will maintain detailed records of their expenditure of 2009 Stimulus Funds in connection with this agreement and submit reports as requested by the State of New York. The State of New York as the recipient of funds under the ARRA is subject to quarterly reporting requirements and oversight by federal agency inspectors. Additional reports may be required under this agreement.
3. The GRANTEE is also responsible for holding all sub grantees to the above reporting requirements.

Award Contract

- 4. CONTRACT Funding
- a. ARRA Funds 100%
- b. State Funds 0%
- c. Other Fund Dollars 0%

CONTRACT Total \$

Certified by - Jo Anne Sanders on 01/05/2010

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. - 2010**

1286

WHEREAS, INTRODUCTORY RESOLUTION NO. - 2010

**RESOLUTION NO. -2010, AUTHORIZING AN
AMENDMENT TO THE LEASE AGREEMENT WITH
RECHLER AT GABRESKI LLC, FOR USE OF PROPERTY
AT FRANCIS S. GABRESKI AIRPORT**

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. - 2010, BECAUSE THE PROPERTY
DESCRIPTIONS, SITE PLANS, AND OTHER RELATED PLANS HAVE BEEN
UPDATED AND REFINED.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF MARCH, 2010.**



**BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

RECEIVED
2010 FEB 25 P 1:45
SUFFOLK COUNTY, N.Y.
CLERK OF COUNTY

RECEIVED

1286
Intro. Res. No. - 2010
Introduced by Presiding Officer on request of the County Executive

Laid on Table

3/2/10

**RESOLUTION NO. -2010, AUTHORIZING AN
AMENDMENT TO THE LEASE AGREEMENT WITH
RECHLER AT GABRESKI LLC, FOR USE OF
PROPERTY AT FRANCIS S. GABRESKI AIRPORT**

WHEREAS, pursuant to Resolution No. 379-2009, the County entered into a Lease Agreement with Rechler @ Gabreski LLC, for use and development of the Hampton Business and Technology Park at Gabreski Airport (the "Property"); and

WHEREAS, during the due diligence period the environment obligations of the County have been clarified; and

WHEREAS, as required by the signed agreement the Property descriptions, site plans, and other related plans have been updated and refined; and

WHEREAS, following the execution of the underlying lease, the County and Rechler @ Gabreski LLC have detailed and refined a number of other matters relating to the development of the Property; 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 law constitutes a Type II action pursuant to Section 617.59(c)(20) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-109 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. Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate notices of determination of non-applicability or non-significance in accordance with this law; and be it further

2ND RESOLVED, that the County Executive be and hereby is authorized to execute the 1st Amendment of the Lease Agreement in substantial accordance with the terms and conditions set forth in the agreement annexed hereto as Exhibit A; and be it further

3RD RESOLVED, that the County Executive be and hereby is authorized to execute future amendments of the Lease, in accordance with such terms and conditions negotiated by the County Attorney's Office and Rechler @ Gabreski LLC necessary to facilitate the development and use of the Property, other than material terms relating to rent or other amounts payable to the County, or termination of the Agreement

DATED:

COUNTY OF SUFFOLK



OFFICE OF THE COUNTY EXECUTIVE

Steve Levy
SUFFOLK COUNTY EXECUTIVE

Connie R. Corso
DEPUTY COUNTY EXECUTIVE FOR
FINANCE AND ADMINISTRATION

Memorandum

TO: Brendan Chamberlain, Director of Intergovernmental Relations

FROM: Carmine A. Chiusano, Assistant Budget Director 

DATE: February 25, 2010

RE: **Operating Resolutions for the 3/2/10 Legislative Meeting**

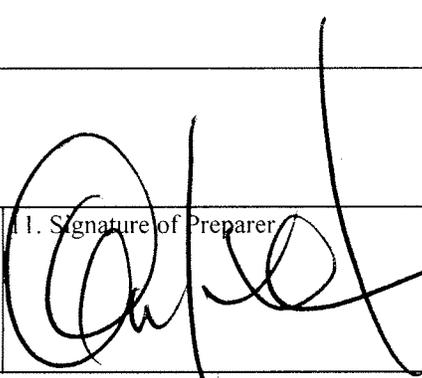
1. NO ML# – Authorizing An Amendment To The Lease Agreement With Rechler At Gabreski LLC, For Use Of Property At Francis S. Gabreski Airport

CAC:lp

Attachments

cc: Christopher Kent, Chief Deputy County Executive
Kenneth Crannell, Deputy County Executive For Administration
Connie R. Corso, Deputy County Executive For Finance And Administration
Eric Naughton, Budget Director
Allen Kovesdy, Budget Office

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation AUTHORIZING AN AMENDMENT TO THE LEASE AGREEMENT WITH RECHLER AT GABRESKI LLC, FOR USE OF PROPERTY AT FRANCIS S. GABRESKI AIRPORT.		
3. Purpose of Proposed Legislation APPROVING TECHNOLOGICAL CLARIFICATIONS		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No <input checked="" type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact: N/A		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding N/A		
9. Timing of Impact UPON APPROVAL		
10. Typed Name & Title of Preparer Allen M. Kovesdy Director of Management and Research	11. Signature of Preparer 	February 25, 2010

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2008.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2008-2009.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2008 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

MEMORANDUM

TO: Ken Crannell, Deputy County Executive
Office of the County Executive

FROM: Carolyn E. Fahey, Intergovernmental Relations Coordinator
Department of Economic Development & Workforce Housing

DATE: February 24, 2010

SUBJECT: **Request for a Certificate of Necessity - Authorizing an
Amendment to the Lease Agreement with Rechler at
Gabreski LLC, for Use of Property at Francis S. Gabreski
Airport**

The attached resolution amends the lease between Suffolk County and Rechler at Gabreski LLC approved by the Legislature via Resolution 379-2009. Following the execution of the underlying lease, Rechler at Gabreski, LLC and the County have refined a number of matters related to the development.

The Certificate of Necessity is required in order to maintain the pace of the process and development of the County and as exhibited by the developer.

CEF/kmb

cc: Chris Kent, Chief Deputy County Executive
Yves R. Michel, Commissioner
Basia Braddish, Assistant County Attorney
Tony Ceglie, Francis S. Gabreski Airport Manager

AMENDMENT OF LEASE

AMENDMENT OF LEASE (this "Amendment"), dated as of February ___, 2010, between **COUNTY OF SUFFOLK**, a New York municipal corporation ("County") , acting through its duly constituted **DEPARTMENT OF ECONOMIC DEVELOPMENT AND WORKFORCE HOUSING, AVIATION DIVISION** (the "Department") and **RECHLER@GABRESKI LLC**, a Delaware limited liability company having an office at c/o Rechler Equity Partners LLC, 225 Broadhollow Road, Melville, new York 11747 ("Lessee").

W I T N E S S E T H:

WHEREAS, County and Lessee entered into a Lease dated as of June 8, 2009 (the "Lease") pursuant to which County leased to Lessee and Lessee leased from County, certain land located at the Francis S. Gabreski Airport, in Westhampton Beach, New York as more particularly described in the Lease; and

WHEREAS, County and Lessee desire to modify and amend certain provisions of the Lease on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, County and Lessee agree as follows:

SECTION 1. DEFINITIONS.

1.1. Definitions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Lease. The provisions of this Amendment shall supersede any inconsistent provisions contained in the Lease, regardless of whether such inconsistent provisions are contained in the body of the Lease or in any rider, exhibit or schedule thereto, or in any amendment, modification, letter, notice or other written instrument executed in connection therewith or sent pursuant thereto. Any and all exhibits to this Amendment shall be deemed incorporated into, and made a part of, the Lease. All references in this Amendment and in the Lease to "this Lease," "this lease," or the "Lease," or similar references, shall mean the Lease as amended by this Amendment.

SECTION 2. LEASE MODIFICATIONS.

2.1. Demise. Section 2.01 of the Lease is hereby deleted in its entirety and is replaced by the following:

"Section 2.01 In consideration of the terms, conditions and covenants contained in this Lease, County grants to Lessee, and Lessee accepts from County, as of the Commencement Date, the lease of the property located at the Airport as identified in the legal descriptions attached hereto and made a part hereof as **Exhibit A** and further depicted on the survey attached hereto as **Exhibit B** (the "**Property**")."

2.2. The Property. Exhibit A (Legal Description) and Exhibit B (Survey) to the Lease are hereby deleted and are replaced, respectively, by **Exhibit A** and **Exhibit B** annexed hereto. Accordingly, all references in the Lease to the Property shall mean the property identified as

Parcel 1 (“Parcel 1”) and the property identified as Parcel 2 (“Parcel 2”) collectively (Parcel 1 and Parcel 2 being sometimes hereinafter referred to individually as, a “Parcel”) in the legal descriptions annexed hereto as Exhibit A and depicted on the survey annexed hereto as Exhibit B. The parties acknowledge that the County Road (described on Exhibit C annexed hereto), bifurcates Parcel 1 and Parcel 2 and is not part of the Property (as more fully described in the Lease).

2.3. The Site Plan. Exhibit E (Preliminary Sketch) to the Lease is hereby deleted and is replaced by the Site Geometry Plan annexed hereto as Exhibit E-1 (which contemplates nine (9) Building Parcels and Development Phases in lieu of eight (8) as previously provided in the Lease; the “Site Plan”), and all references in the Lease to the Preliminary Sketch shall mean the Site Plan.

2.4. The Road Work; Required Utilities Work. Modifying Section 4.01(d)A of the Lease and notwithstanding any provision of the Lease to the contrary, County and Lessee agree that (a) the Road Work shall be performed in accordance with and shall conform to the design and specifications set forth in, the Site Plan, the Site Grading and Utility Plan annexed hereto as Exhibit E-2 (the “Grading and Utility Plan”), the Landscaping and Lighting Plan annexed hereto as Exhibit E-3 (the “Landscaping and Lighting Plan”), the Site Details annexed hereto as Exhibit E-4 (the “Site Details”), and the New Road Vertical Profile annexed hereto as Exhibit E-5 (the “Road Profile”; the Site Plan, the Site Grading and Utility Plan, the Landscaping and Lighting Plan, the Site Details, and the Road Profile being hereinafter collectively called, the “Plans”), and (b) to the extent that any Required Utilities Work is shown on the Grading and Utility Plan, the same shall be performed in accordance with the applicable portions of the Grading and Utility Plan. Without limiting the foregoing provisions of this Section 2.4 (i) the County Road shall be constructed in the location identified on the Site Plan as “Wallen Street”, (ii) County shall install street lighting and tree plantings and landscape work as shown on the Landscape and Lighting Plan (except that County shall not be required to install any landscape work or project identification signage which is specifically excluded from County’s responsibility on the Landscape and Lighting Plan), (iii) the Road Work specifications shall include those set forth in the Site Details, (iv) the County Road shall have the elevations and grading shown on the Grading and Utility Plan, (v) County shall install sewer laterals and manholes at the locations shown on the Grading and Utility Plan, and (vi) County shall comply with all other obligations and requirements set forth on the Plans. Prior to commencement of the Road Work and the Required Utilities Work (and notwithstanding any provision of Section 4.01(d)A to the contrary), County shall submit the proposed working drawings for the Road Work and the Required Utilities Work (the “Final Plans”) to Lessee for review and approval, which approval shall not be unreasonably withheld, provided the Final Plans are consistent with and conform to the Plans, and Lessee may not withhold its consent to any item in the Final Plans that conforms to the Plans. County may include in its request for Lessee’s consent to the Plans, the following legend in bold type and capital letters: “**THE REQUEST FOR CONSENT SET FORTH IN THIS NOTICE REQUIRES YOUR IMMEDIATE ATTENTION AND IF LESSEE DOES NOT RESPOND WITHIN FIVE (5) BUSINESS DAYS LESSEE SHALL BE DEEMED TO HAVE GRANTED ITS CONSENT TO THE ENCLOSED FINAL PLANS.**” If County’s request for consent to the Final Plans includes the foregoing legend and Lessee shall fail to respond to County’s request for consent within five (5) Business Days after receipt thereof, Lessee shall be deemed to have consented to the Final Plans.

2.5. AHRC Work. Lessee agrees to relocate the existing loading dock doors currently located on the north side of the building at the Airport that is currently occupied by Suffolk AHRC Properties Inc. (the "AHRC Building"), to the east side of the AHRC Building.

2.6. Development Rights. The parties agree that the lease of the Premises includes all of County's right, title and interest in and to the development rights appurtenant to the County Road, including the Circle (the "Development Rights"). By this conveyance of the Development Rights, the parties intend that the area comprising the County Road (including the Circle) may be included in the calculation of Floor Area Ratio and lot or lease area of each Parcel (from the centerline of the County Road to the boundary abutting the applicable Parcel), pursuant to the provisions of Chapter 330 of the Code of the Town of Southampton, provided such conveyance shall not prevent County from using the County Road as a public road or from the installation utilities and such other improvements as are commonly located in a right of way. Upon Lessee's request, County agrees to provide Lessee with all reasonable cooperation and assistance to Lessee in order to effectuate the provisions of this Section 2.6, including, but not limited to, by executing any documents as may be reasonably requested by Lessee, and communicating with any applicable Governmental Authorities to effect such conveyance.

2.7. Hazardous Substances.

(a) The parties acknowledge the existence of certain Hazardous Substances in and on portions of the Property and certain underground injection control structures therein, all as described in (i) Remediation Action Work Plan for Airport Development District, Francis S. Gabreski Airport, Westhampton, New York, dated June 2004 prepared by O'Brien & Gere Engineers, Inc. (the "RAWP"), (ii) Supplemental Investigation Report dated September 2009 prepared by P.W. Grosser Consulting, Inc., (iii) Underground Injection Control Structure Characterization Report dated August 2009 prepared by P.W. Grosser Consulting, Inc., and (iv) Phase I Environmental Assessment dated September, 2009 prepared by H2M Group, Inc. (the Hazardous Substances described in the documents set forth in clauses (i), (ii), (iii), and (iv) being hereinafter collectively called the "Existing Environmental Condition"). County agrees to perform Remediation of Hazardous Substances and otherwise address the Existing Environmental Condition in accordance with all applicable Requirements which shall include, at a minimum, the actions described on Exhibit F annexed hereto (the "Planned Remediation"). Lessee's obligation to pay Rent with respect to any Building Parcel shall not commence and Lessee shall have no other obligation with respect to such Building Parcel, unless and until County shall have completed all Planned Remediation affecting such Building Parcel. Notwithstanding any provision of Exhibit F to the contrary, the Planned Remediation shall not be deemed to be completed unless and until County shall have provided Lessee with a Remediation Certification with respect to same, including but not be limited to, a (i) a Letter of Satisfaction from the Suffolk County Department of Health Services with respect to the sanitary and storm drainage structures; and, (ii) a no further action determination from the New York State Department of Environmental Conservation with respect to the Baumann Bus site. Without limiting the foregoing, Lessee shall have the right at any time and from time to time prior to the Commencement Date, to perform such sampling, analysis, tests, and other appropriate investigations with respect to the environmental condition of the Property, including, but not limited to, in order to determine whether any Existing Environmental Condition remains, and/or any other Hazardous Substances exist, at, in, or upon the Property. If, at the time of such

inspection, Lessee determines that any such Hazardous Substances exist or at any time thereafter any Hazardous Substance is discovered at the Property which was not introduced by Lessee, or any contractor, agent, Subtenant, licensee, or invitee of Lessee, Lessee shall so notify County and County shall be required to perform Remediation of such Hazardous Substances in a manner that is satisfactory to Lessee in all respects and in accordance with all applicable Environmental Laws and otherwise in the manner required by Section 31.07(b) of the Lease, subject to the availability of funding for such Remediation, and, if County shall advise Lessee that it shall not perform the Remediation for any reason whatsoever, or, if County does not promptly commence such Remediation and thereafter diligently prosecute the same to completion, Lessee shall have the right to exercise its rights and remedies under Section 31.08, without limiting any other rights and remedies available to Lessee pursuant to the Lease and applicable law.

(b) Nothing set forth in this Section 2.7 shall be deemed to limit the rights and obligations of the parties pursuant to Section 31.07, 31.08 (or any other provision) of the Lease, which shall remain in full force and effect.

(c) All references in Section 31.07(c) of the Lease to "Tenant" shall mean Lessee.

2.8. Title.

(a) County acknowledges receipt of the Title Commitment dated October 2, 2008, updated on August 5, 2009, and November 12, 2009 (Title No. 08-CS-39767(13122) (collectively, the "Title Commitment") of Advantage Title Agency, Inc., the "Title Company") and Lessee's Objection Notice dated August 20, 2009. Annexed hereto as Exhibit G-1 is a Pro Forma Leasehold Title Policy in favor of Lessee which is acceptable to Lessee in form and substance, subject to the omission of the Conditional Notes set forth in Schedule B thereto and subject to the last sentence of this Section 2.8(a) (the "Acceptable Title Policy"). County agrees to execute and deliver to the Title Company, an affidavit in the form annexed hereto as Exhibit G-2 and to take all other action (other than the payment of title insurance premiums, recording charges for the Memorandum of Lease, and transfer taxes) as shall be required (i) in order that the Acceptable Title Company shall issue the Title Policy to Lessee effective as of the Commencement Date, (including, without limitation, the requirements set forth in the Conditional Notes of Schedule B to the Acceptable Title Policy), and (ii) to deliver leasehold title to the Property to Lessee free and clear of all easements, rights, claims, and other encumbrances in favor of any utility company or other party, that are not set forth on the Acceptable Title Policy; provided, however, that all utility easements that are permitted to exist on the Property (as shown on the Acceptable Title Policy) shall be located only in the area designated on the Survey as the "Proposed Utility Infrastructure Easement" (the "Permissible Easement Area") and may not be located in any other portion of the Property except that the following easements may remain in their current location (as shown on the Survey): Water Main Easement recorded in Liber 8467 Page 72, Agreement (Water Mains) recorded in Liber 8508 Page 141, and Telephone Easement recorded in Liber 10861 Page 572. Accordingly, without limiting County's obligations pursuant to this Section 2.8, County shall enter into a correction easement agreement with the applicable utility companies, in recordable form, with respect to any easement the area of which is located, in whole or in part, outside of the Permissible Easement Area, including but not limited to that certain Utility Easement recorded in Liber

12604 Page 669 between County and the Suffolk County Water Authority, and that certain Utility Easement (not yet recorded) between County and Long Island Lighting Company d/b/a/ LIPA and National Grid.

(b) The second sentence of Section 4.01(d)B of the Lease, is hereby deleted and is replaced with the following: “For purposes of this Lease the “Required Delivery Condition” means that (i) the Premises are vacant and free of any and all tenancies and occupancies with all overhead wires having been removed, (ii) the Road Work has been sufficiently completed to support the reasonable and safe use thereof by Lessee and its contractors, agents and employees, for pedestrian and vehicular access to and from the Premises, including, but not limited to, for the purpose of transporting personnel, equipment, and supplies to and from the Premises in connection with the construction of the Initial Improvements and Lessee shall at all times have unimpeded access to the Premises, (iii) either permanent or temporary utilities shall be readily available for connection by Lessee to the Premises, and (iv) the Title Company shall have issued the Title Policy to Lessee.

2.9. Lessee’s Work. In clarification of Section 15.01 of the Lease, County acknowledges and agrees that the reference therein to “existing improvements on the Property” includes, without limitation, all structures, buildings, utility poles, streets, roads, and other appurtenances and installations on the Property. Without limiting the foregoing, Lessee shall have the right to remove (of any kind or nature) the utility poles currently installed upon the Property and all roads on the Property (it being understood that the County Road is not part of the Property).

2.10. Signage. At all time following the date hereof, Lessee shall have the right to install one or more signs, on the Premises and along the proposed location of the County Road, identifying Lessee and its affiliates and otherwise in connection with the marketing of space at the Premises for lease, provided that such signage shall comply with all applicable Requirements and shall be installed in locations so as not interfere with the Road Work and further provided that any signage on the County Road shall be subject to County’s approval, which approval shall not be reasonably withheld, conditioned, or delayed. Lessee may include in its request for County’s consent to any signage as to which County’s consent is required, the following legend in bold type and capital letters: **“THE REQUEST FOR CONSENT SET FORTH IN THIS NOTICE REQUIRES YOUR IMMEDIATE ATTENTION AND IF COUNTY DOES NOT RESPOND WITHIN FIVE (5) BUSINESS DAYS COUNTY SHALL BE DEEMED TO HAVE GRANTED ITS CONSENT TO THE REFERENCED SIGNAGE.”** If Lessee’s request for consent to the Final Plans includes the foregoing legend and County shall fail to respond to Lessee’s request for consent within five (5) Business Days after receipt thereof, County shall be deemed to have consented to such signage.

SECTION 3. NO OTHER MODIFICATIONS; RATIFICATION.

3.1. Except as specifically modified and amended by this Amendment, there are no other changes or modifications to the Lease and all of the terms, covenants and conditions of the Lease, as modified and amended by this Amendment, are hereby ratified and confirmed and shall continue to be and remain in full force and effect.

SECTION 4. BROKERS.

4.1. Each of County and Lessee represents and warrants to the other that it has not dealt with any broker in connection with this Amendment and that, to the best of its knowledge and belief, no broker, finder or like entity procured or negotiated this Amendment or is entitled to any fee or commission in connection herewith. Each of County and Lessee shall indemnify, defend, protect and hold the other party harmless from and against any and all damages, liability, costs and expenses, including reasonable attorneys' fees, which the indemnified party may incur by reason of any claim of or liability to any broker, finder or like agent arising out of any dealings claimed to have occurred between the indemnifying party and the claimant in connection with this Amendment, or the above representation being false.

SECTION 5. MISCELLANEOUS.

5.1. This Amendment shall not be binding upon or enforceable against County unless and until County shall have executed and unconditionally delivered to Lessee a fully executed counterpart of this Amendment.

5.2. Each of County and Lessee represents and warrants to the other that it has all organizational right and authority to enter into this Amendment and that the execution, delivery and performance of this Amendment has been duly authorized in accordance with its organizational documents.

5.3. This Amendment (i) contains the entire agreement between the parties hereto relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein, (ii) may not be changed, modified, terminated or discharged, in whole or in part, except by an agreement in writing, executed by the party against which enforcement of the change, modification, termination or discharge is sought, (iii) shall be construed, governed and enforced in accordance with the laws of the State of New York, (iv) shall be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question, and (v) may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

5.4. The covenants, agreements, terms, provisions and conditions contained in this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

COUNTY OF SUFFOLK

By: _____
Name:
Title:

RECHLER@GABRESKI LLC

By: _____
Name:
Title:

EXHIBIT A

Legal Description

(See Attached)



DESCRIPTION OF REAL PROPERTY

KNOWN AS

PROPOSED PARCEL 1

PART OF LOT 004.002, BLOCK 01.00, SECTION 312.00,
DISTRICT 0900

OF THE SUFFOLK COUNTY REAL PROPERTY TAX MAP

All that certain piece or parcel of land situated at Westhampton, Town of Southampton, County of Suffolk and State of New York, said parcel being more particularly described as follows:

BEGINNING at point on the easterly line of Westhampton – Riverhead Road (C.R. 31), said point being more particularly described thus:

Commencing at the intersection of the easterly line of Westhampton – Riverhead Road (C.R. 31) with the northerly line of Long Island Railroad (Montauk Branch) right of way, said point of commencement being the Point of Beginning of a lease parcel described in deed liber 2854 page 459 filed in the office of the Suffolk County Clerk;

Running thence along the easterly line of Westhampton – Riverhead Road the following five (5) courses:

1. N 01°15'33" E a distance of 900.60 feet;
2. Thence N 03°03'46" E a distance of 1195.96 feet;
3. Thence N 03°40'04" E a distance of 899.58 feet;
4. Thence N 05°10'08" E a distance of 1569.81 feet;
5. Thence on a curve to the left having a radius of 2898.00 feet an arc length of 166.64 feet to the Point of Beginning.

RUNNING THENCE along said easterly line of Westhampton – Riverhead Road (C.R. 31) the following two (2) courses:

**Sidney B. Bowne
& Son, LLP**

235 East Jericho Turnpike
PO Box 109
Mineola, NY 11501
Phone: 516-746-2350
Fax: 516-747-1396
www.bownegroup.com

1. Northerly, continuing said curve to the left having a radius of 2,898.00 feet, an arc length of 263.62 feet, said curve has a chord which bears N00°43'54"W a distance of 263.54 feet;
2. THENCE N 03 ° 20' 16" W a distance of 1019.57 feet;

RUNNING THENCE the following three (3) courses:

1. S 87 ° 45' 54" E a distance of 434.94 feet;
2. THENCE on a curve to the left having a radius of 4858.00 feet an arc length of 762.02 feet, said curve has a chord which bears S50°33'00"E a distance of 761.24 feet;
3. THENCE S 55 ° 02' 37" E a distance of 70.44 feet to westerly line of Sheldon Way ;

RUNNING THENCE along said westerly line of Sheldon Way the following three (3) courses:

1. S 26 ° 34' 35" W a distance of 40.13 feet;
2. THENCE on a curve to the left having a radius of 218.00 feet an arc length of 113.78 feet;
3. THENCE S 03°19'36" E a distance of 576.14 feet to northerly terminus of a curve to the right connecting the westerly line of Sheldon Way to the northerly line of a Proposed Right of Way;

RUNNING THENCE along said northerly line of Proposed Right of Way the following twelve (12) courses:

1. Along said curve to the right having a radius of 30.00 feet an arc length of 47.04 feet;
2. THENCE S 86 ° 31' 20" W a distance of 288.09 feet;
3. THENCE on a curve to the right having a radius of 90.00 feet an arc length of 31.02 feet;
4. THENCE on a curve to the right having a radius of 70.00 feet an arc length of 61.72 feet;

5. THENCE on a curve to the left having a radius of 112.50 feet an arc length of 78.32 feet, said curve has a chord which bears N78°46'11"W a distance of 76.75 feet;
6. THENCE on a curve to the right having a radius of 90.00 feet an arc length of 42.07 feet, said curve has a chord which bears S43°07'51"W a distance of 41.69 feet;
7. THENCE S 56 ° 31' 20" W a distance of 33.91 feet;
8. THENCE on a curve to the right having a radius of 160.00 feet an arc length of 83.78 feet;
9. THENCE S 86 ° 31' 20" W a distance of 191.91 feet;
10. THENCE N 76 ° 01' 13" W a distance of 40.00 feet;
11. THENCE S 86 ° 31' 20" W a distance of 120.07 feet;
12. THENCE on a curve to the right having a radius of 55.00 feet an arc length of 91.53 feet to the point of beginning.

Containing within said bounds 1,156,026 sq. ft. or 26.539 acres more or less.



**Sidney B. Bowne
& Son, LLP**

235 East Jericho Turnpike
PO Box 109
Mineola, NY 11501
Phone: 516-716-2350
Fax: 516-747-1396
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DESCRIPTION OF REAL PROPERTY

KNOWN AS

PROPOSED PARCEL 2

PART OF LOT 004.002, BLOCK 01.00, SECTION 312.00,
DISTRICT 0900

OF THE SUFFOLK COUNTY REAL PROPERTY TAX MAP

All that certain piece or parcel of land situated at Westhampton, Town of Southampton, County of Suffolk and State of New York, said parcel being more particularly described as follows:

BEGINNING at point on the easterly line of Westhampton – Riverhead Road (C.R. 31), said point being more particularly described thus:

Commencing at the intersection of the easterly line of Westhampton – Riverhead Road (C.R. 31) with the northerly line of Long Island Railroad (Montauk Branch) right of way, said point of commencement being the Point of Beginning of a lease parcel described in deed liber 2854 page 459 filed in the office of the Suffolk County Clerk;

RUNNING THENCE along the easterly line of Westhampton – Riverhead Road the following four (4) courses:

1. N 01°15'33" E a distance of 900.60 feet;
2. Thence N 03°03'46" E a distance of 1195.96 feet;
3. Thence N 03°40'04" E a distance of 899.58 feet;
4. Thence N 05°10'08" E a distance of 844.73 feet to the Point of Beginning;

RUNNING THENCE along said easterly line of Westhampton – Riverhead Road N 05°10'08" E a distance of 725.08 feet;

THENCE, continuing along the easterly line of Westhampton – Riverhead Road, along a curve to the left having a radius of 2898.00 feet, an arc length of 7.76 feet to the southerly line of a proposed right of way.

RUNNING THENCE along said southerly line of a Proposed Right of Way the following ten (10) courses:

1. On a curve to the right having a radius of 30.00 feet an arc length of 42.68 feet;
2. THENCE N $86^{\circ}31'20''$ E a distance of 377.09 feet;
3. THENCE on a curve to the right having a radius of 90.00 feet an arc length of 47.12 feet;
4. THENCE S $63^{\circ}28'40''$ E a distance of 28.99 feet;
5. THENCE on a curve to the right having a radius of 70.00 feet an arc length of 64.54 feet;
6. THENCE on a curve to the left having a radius of 112.50 feet an arc length of 86.70 feet, said curve has a chord which bears S $81^{\circ}42'32''$ E a distance of 84.57 feet;
7. THENCE N $41^{\circ}31'20''$ E a distance of 69.04 feet;
8. THENCE on a curve to the right having a radius of 160.00 feet an arc length of 125.66 feet;
9. THENCE N $86^{\circ}31'20''$ E a distance of 242.30 feet;
10. THENCE on a curve to the right having a radius of 30.00 feet an arc length of 47.20 feet to the westerly line of Sheldon Way;

RUNNING THENCE along said westerly line of Sheldon Way S $03^{\circ}19'36''$ E a distance of 970.49 feet;

THENCE S $86^{\circ}47'07''$ W a distance of 229.09 feet;

THENCE S $03^{\circ}29'43''$ E a distance of 65.00 feet to northerly line of Cook Street;

RUNNING THENCE along said northerly line of Cook Street S $86^{\circ}47'07''$ W a distance of 489.66 feet;

RUNNING THENCE the following three (3) courses:

1. N 03°23' 38" W a distance of 176.54 feet;
2. THENCE N 18°33'23" W a distance of 138.37 feet;
3. THENCE S 86°49'38" W a distance of 381.52 feet to easterly line of Westhampton – Riverhead Road (C.R. 31) at the Point of Beginning.

Containing within said bounds 1,008,792 sq. ft. or 23.159 acres more or less.

EXHIBIT B

Survey

(See Attached)

EXHIBIT C

County Road - Legal Description

(See Attached)



**Sidney B. Bowne
& Son, LLP**

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PO Box 109
Mineola, NY 11501
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DESCRIPTION OF REAL PROPERTY

KNOWN AS

PROPOSED RIGHT OF WAY

PART OF LOT 004.002, BLOCK 01.00, SECTION 312.00,
DISTRICT 0900

OF THE SUFFOLK COUNTY REAL PROPERTY TAX MAP

All that certain piece or parcel of land situated at Westhampton, Town of Southampton, County of Suffolk and State of New York, said parcel being more particularly described as follows:

BEGINNING at point on the easterly line of Westhampton – Riverhead Road (C.R. 31), said point being more particularly described thus:

Commencing at the intersection of the easterly line of Westhampton – Riverhead Road (C.R. 31) with the northerly line of Long Island Railroad (Montauk Branch) right of way, said point of commencement being the Point of Beginning of a lease parcel described in deed liber 2854 page 459 filed in the office of the Suffolk County Clerk;

Running thence along the easterly line of Westhampton – Riverhead Road the following four (4) courses:

1. THENCE N 01°15'33" E a distance of 900.60 feet;
2. THENCE N 03°03'46" E a distance of 1195.96 feet;
3. THENCE N 03°40'04" E a distance of 899.58 feet;
4. THENCE N 05°10'08" E a distance of 1569.81 feet;

5. THENCE on a curve to the left having a radius of 2898.00 feet an arc length of 7.76 feet to the Point of Beginning.

THENCE along said easterly line of Westhampton – Riverhead Road (C.R. 31) on a curve to the left having a radius of 2898.00 feet an arc length of 158.88 feet to the cusp of a curve, said curve along the easterly line of

Westhampton – Riverhead Road has a chord which bears N03°26'42"E a distance of 158.86 feet;

RUNNING THENCE along said northerly line of Proposed Right of Way the following twelve (12) courses:

1. THENCE on a curve to the left having a radius of 55.00 feet an arc length of 91.53 feet, said curve has a chord which bears S45°48'06"E a distance of 81.33 feet;
2. THENCE N86°31'20"E a distance of 120.07 feet;
3. THENCE S76°01'13"E a distance of 40.00 feet;
4. THENCE N 86 ° 31' 20" E a distance of 191.91 feet;
5. THENCE on a curve to the left having a radius of 160.00 feet an arc length of 83.78 feet;
6. THENCE N 56 ° 31' 20" E a distance of 33.91 feet;
7. THENCE on a curve to the left having a radius of 90.00 feet an arc length of 42.07 feet;
8. THENCE on a curve to the right having a radius of 112.50 feet an arc length of 78.32 feet, said curve has a chord which bears S78°46'11"E a distance of 76.75 feet;
9. THENCE on a curve to the left having a radius of 70.00 feet an arc length of 61.72 feet, said curve has a chord which bears S48°28'12"E a distance of 59.74 feet;
10. THENCE on a curve to the left having a radius of 90.00 feet an arc length of 31.02 feet;
11. THENCE N86°31'20"E a distance of 288.09 feet;
12. THENCE on a curve to the left having a radius of 30.00 feet an arc length of 47.04 feet to westerly line of Sheldon Way;

RUNNING THENCE along said westerly line of Sheldon Way S03°19'36"E a distance of 120.00 feet to southerly line of a Proposed Right of Way;

RUNNING THENCE along said southerly line of a Proposed Right of Way the following ten (10) courses;

1. Along a curve to the left having a radius of 30.00 feet an arc length of 47.20 feet, said curve has a chord which bears N48°24'08"W a distance of 42.48 feet;
2. THENCE S 86°31'20" W a distance of 242.30 feet;
3. THENCE on a curve to the left having a radius of 160.00 feet an arc length of 125.66 feet;
4. THENCE S 41°31'20" W a distance of 69.04 feet;
5. THENCE on curve to the right having a radius of 112.50 feet an arc length of 86.70 feet, said curve has a chord which bears N81°42'32"W a distance of 84.57 feet;
6. THENCE on a curve to the left having a radius of 70.00 feet an arc length of 64.54 feet, said curve has a chord which bears N37°03'50"W a distance of 62.28 feet;
7. THENCE N 63 °28'40" W a distance of 28.99 feet;
8. THENCE on a curve to the left having a radius of 90.00 feet an arc length of 47.12 feet;
9. THENCE S 86°31'20" W a distance of 377.09 feet;
10. Thence on a curve to the left having a radius of 30.00 feet an arc length of 42.68 feet to the point of Beginning.

Containing within said bounds 88,430 sq. ft. or 2.030 acres more or less.

EXHIBIT D

Intentionally Omitted

EXHIBIT E-1

Site Plan

(See Attached)

EXHIBIT E-2

Grading and Utility Plan

(See Attached)

EXHIBIT E-3

Landscaping and Lighting Plan

(See Attached)

EXHIBIT E-4

Site Details

(See Attached)

EXHIBIT E-5

Road Profile

(See Attached)

EXHIBIT F

Environmental Remediation Plan

1. County shall address the following Recognized Environmental Conditions identified in the Phase I Environmental Site Assessment dated September 2009, prepared by H2M Group, Inc. and shall provide Lessee with the following:

- a. Either evidence of the absence of, or documentation of proper closure of, the underground storage tank (the "UST") at Building 90;
- b. Documentation of the discharge point of the floor drain in the boiler room of Building 90 and, if action levels exceed those established by Article 12 of the Suffolk County Sanitary Code and/or regulations or guidance issued pursuant thereto, documentation of Remediation in this area;
- c. Evidence of the absence or proper closure of, the UST at former Building 26; and,
- d. Documentation of the proper closure of currently operating sanitary systems at Buildings 90 and 65, after the use of such systems has ceased.

2. County shall investigate all Underground Injection Control ("UIC") structures and shall Remediate all UIC structures that contain Hazardous Substances at concentrations exceeding action levels established by Article 12 of the Suffolk County Sanitary Code and/or regulations or guidance issued pursuant thereto. At a minimum, County shall Remediate all UIC structures identified in the table attached hereto and made a part hereof as Appendix F-1 (except for ST-14). County shall also Remediate any additional UIC structures where the action levels described above are exceeded as identified in the course of County's investigation.

3. All pools and tanks associated with the sanitary systems shall be cleaned in a manner consistent with County's customary procedures. No additional action will be required on the part of Lessee to close the sanitary systems and the subsequent destruction of such systems by burial or removal may occur at Lessee's discretion without notification to or approval by County.

4. All storm drainage systems shall be cleaned in a manner consistent with County's customary procedures and stabilized as necessary following cleaning. No additional action will be required by Lessee to close the drainage systems and the subsequent destruction of such systems by burial or removal may occur at Lessee's discretion without notification to or approval by County.

5. County shall comply with the existing RAWP as approved by NYSDEC under its Voluntary Cleanup Agreement with the County for the Baumann Bus site in all respects, except that County may request approval from New York State Department of Environmental Conservation ("NYSDEC") for a change in cleanup objectives established by the RAWP to the "restricted residential" cleanup objectives established in NYSDEC regulations codified at 6 NYCRR 375-1.6 (the "Restricted Residential Standard"), provided that:

- a. The change in cleanup objectives does not affect the planned uses of the Property; and,
- b. The schedule for completion of the remediation (excavation and site restoration), as set forth in the Project Schedule which is attached hereto as Appendix F-2 and made a part hereof (the "Project Schedule"), is not adversely impacted.

If County receives such approval, then County shall comply with the RAWP in the final form that is approved by NYSDEC provided that in all events the Remediation by County shall comply with the cleanup objectives that are no less stringent than the Restricted Residential Standard.

6. The parties acknowledge that activities undertaken in connection with the Remediation of the Baumann Bus site may affect planning of the redevelopment of the Property. Accordingly, County shall notify Lessee in writing within one week subsequent to the occurrence of the following events:

- a. Completion of design and bid documents;
- b. Award of contract for site remediation and name of selected contractor;
- c. Project schedule, including, but not limited to, project start date, equipment mobilization date and anticipated completion date; and,
- d. Completion of soil excavation and backfilling activity.

County shall also provide Lessee with written notification on a monthly basis of the status of Remediation and with timely prior written notification of any sampling to be conducted during the post-remediation monitoring period.

7. County shall provide Lessee with copies of the following documents associated with the respective investigation and remediation of the Baumann Bus site and the UIC structures:

- a. Final UIC Supplementary Investigation Report, and NYSDEC correspondence indicating acceptance of said Report;

- b. Letter of Satisfaction from the Suffolk County Department of Health Services that the sanitary and storm drainage structures have been adequately Remediated, and that no further action is required with respect to any remaining structures;
- c. Final Report documenting remediation of UICs;
- d. Final Supplementary Investigation Report on the Baumann Bus site and NYSDEC correspondence indicating acceptance of said Report;
- e. Design and bid documents;
- f. Documentation describing site use restrictions, including, if appropriate, an Environmental Easement and correspondence indicating NYSDEC acceptance of said restrictions and filing of any required documentation with the Suffolk County Clerk's Office;
- g. Remediation Progress Reports;
- h. Engineering Certification Report and NYSDEC correspondence indicating acceptance of said Report;
- i. Post-remediation monitoring plan (if applicable). The parties agree that the County shall coordinate with Lessee so that the placement of monitoring points is integrated into the redevelopment plan for the parcel at the earliest possible date; and,
- j. Monitoring reports.

8. All excavated areas shall be filled with clean and compacted fill (which shall comply with the specifications annexed hereto and made a part hereof as Appendix F-3 (in lieu of compaction standards provided in Section 31.07(b) of the Lease).

Appendix F-1

UIC Structures

(See Attached)

Appendix F-3

Compaction Specifications

J. COMPACTION. Equipment, suitable and adequate for uniform compaction to the specified densities, must be on hand and approved by the Engineer before any embankment or backfill operations are started by the Contractor. All compaction equipment must be in good working order and any worn or defective equipment shall be immediately replaced or repaired to the satisfaction of the Engineer. Sheepfoot rollers shall exert a pressure of not less than 300 pounds per square inch of foot area. Pneumatic tired rollers shall have an operating weight of not less than 1000 pounds per tire. Smooth steel wheel rollers shall have a minimum weight of 10 tons and shall exert a pressure of not less than 300 pounds per lineal inch of compression wheel or roll width. Earth moving and other equipment not specifically manufactured for compaction purposes will not be considered as compaction equipment. The use of sheepfoot rollers with tamping feet worn to less than 7 inches in length and less than 5 square inches of flat end surface will not be permitted.

All fill material shall be compacted at a moisture content determined by the Engineer to be suitable for obtaining the required density.

When the moisture content of the material in the layer is less than the required amount, water shall be added by pressure distributors or other equipment; water may be added also in the excavation or borrow pits. The water shall be uniformly and thoroughly incorporated into the soil by disking, harrowing, blading or by other approved means. This manipulation may be omitted for coarse sand and gravel soils.

When the moisture content of the material is in excess of the required Optimum amount, dry material shall be thoroughly incorporated into the wet material, or the wet material shall be dried to the required Optimum moisture content by disking, harrowing, blading, rotary mixing or by other approved means, or compaction of the layer of wet material shall be deferred until the layer has dried to the required Optimum by evaporation.

No extra payment will be made for any special manipulation or delay in drying soils to the Optimum Moisture Content, but the entire cost of such manipulation and delay shall be included in the price bid for the excavation item.

Any method or combination of methods used for the purpose of drying shall be as approved by the Engineer.

When the moisture content of the layer is within the limits, as determined by the Engineer, for proper compaction, the entire surface shall be rolled with the appropriate type of roller or compactor. In no cases, shall the number of passes of the roller over each portion of the fill area be less than the minimum number specified.

A pass of a piece of compaction or proof rolling equipment over any area is defined as a direct vertical contact of the compactor wheel, tire, drum or plate load upon all elements of that area in such a manner as to assure complete coverage of the area. No successive layers shall be placed until the layer under construction has been approved by the Engineer.

The minimum number of passes required for each layer will vary in accordance with the following descriptions:

(1) A minimum of 6 passes will be required for each successive layer for sheepfoot rollers of the type exerting between 300 and 450 pounds of foot pressure per square inch; pneumatic tired rollers having operating weights between 1000 and 2500 pounds per tire; and smooth steel wheel rollers with a minimum weight of 10 tons. In all cases, loads shall be adjusted to give the most suitable rolling results on the type of material being compacted. These loadings shall be as approved by the Engineer.

Where the Contractor chooses to use the above types of equipment, sheepfoot rollers shall be used to compact silt-clay soils, pneumatic tired rollers shall be used to compact sands and gravels and smooth steel wheel and/or pneumatic tired rollers shall be used to compact slag, coarse gravel, rock, or layers of soil and rock.

(2) For heavier, vibratory or more efficient types of approved compaction equipment, the minimum number of passes required on all portions of each successive layer shall be determined by the Engineer after appropriate field tests to evaluate the efficiency of the equipment. However, layer thicknesses shall not, under any circumstances exceed those specified under, "h. Embankments".

Compaction equipment shall be operated at speeds not exceeding the manufacturer's recommendations. Vibratory compaction equipment shall not be operated faster than four miles per hour. Compaction equipment other than vibratory shall not be operated at speeds in excess of 10 miles per hour. In no case, shall the rate of application of fill or backfill exceed the capacity of the compaction equipment based on the actual operating speed of that equipment, all as determined by the Engineer.

In areas inaccessible to the equipment designated in the foregoing, other types of compaction equipment shall be used, as approved by the Engineer. Where the impact rammer type is used, such rammer shall weigh not less than 200 pounds, have a ramming foot area not exceeding 80 square inches and be capable of delivering not less than 200 foot pounds of compacting energy per blow. Where plate vibratory compactors are used, such compactors shall be capable of delivering blows of a minimum of 2500 pounds impact at a rate of not less than 1100 per minute. A minimum coverage of 3 passes will be required for either rammer or vibrator equipment. For other types of compaction equipment used in areas of limited space, the minimum number of passes required on all portions of each successive layer shall be determined by the Engineer after appropriate field tests to evaluate the efficiency of the equipment. The use of hand tamps will not be permitted.

Exhibit G-1

Pro Forma Title Policy

(See attached)

Stewart Title Insurance Company

Schedule A - Owners Policy

Amount of Insurance: \$

Policy No.:

Premium: \$

File No.: 08-CS-39767

Date of Policy:

1. **Name of Insured:** Rechler@Gabreski LLC

2. **The estate or interest in the land which is covered by this policy is:** Leasehold

3. **Title to the estate or interest in the land is vested in:**

RECHLER@GABRESKI LLC by means of a certain Memorandum of Lease dated ____ to the insured from County of Suffolk and to be duly recorded in the Suffolk County Clerk's Office.

4. **The land referred to in this policy is situated in the County of Suffolk, State of New York, and is identified as follows:**

Westhampton-Riverhead Road (C.R. 31) (Gabreski Airport)
Westhampton, New York
District 0900, Section 312.00, Block 01.00, Part of Lot 004.002

Pro Forma

Countersigned: _____

Authorized Officer or Agent

ALTA OWNERS POLICY
Schedule A

Exhibit G-1

Stewart Title Insurance Company

Schedule B - Owners Policy

EXCEPTIONS FROM COVERAGE

Policy No.:

File No.: 08-CS-39767

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. Survey made by Sidney B. Bowne & Son, LLP dated as of January 29, 2010, shows:

As to Parcel 1:

- a. Wooded areas;
- b. Interior walks and fences;
- c. Un-named asphalt streets and/or driveways as shown on survey.
- d. Walks, curbs and fences at variance with record lines;
- e. Proposed Utility Infrastructure Easement (100' wide).

As to Parcel 2:

- a. Water main easement along westerly record line (Liber 8467 Page 72 and Liber 8508 Page 141);
- b. Telephone Easement near northwesterly corner (Liber 10861 Page 572);
- c. Smith Street, Warmon Street and Avenue "B" travel through the insured premises;
- d. Interior walks and curbs within record lines;
- e. Walks, curbs and fences at variance with record lines;
- f. Proposed Utility Infrastructure Easement (100' wide).

Pro Forma

ALTA OWNERS POLICY
Schedule B

Exhibit G-1

Stewart Title Insurance Company

Schedule B - Owners Policy (continued)

As to Parcel 3 (Right of Way):

- a. Right of Way area includes the bed of Wallen Street. Company excepts rights of others over same.
- b. Curbs and walks at variance with record lines;
- c. Proposed Utility Infrastructure Easement (100' wide) covers Parcel 3 and more.

2. Water Main Easement recorded in Liber 8467 Page 72 (see copy attached herein).

Policy affirmatively insures that said easement will not interfere with the use and enjoyment of the proposed structures as shown on a certain Site Geometry Plan, prepared by Divney Tung Schwalbe, LLP, dated January 8, 2010.

3. Agreement (Water Mains) recorded in Liber 8508 Page 141 (see copy attached herein).

Policy affirmatively insures that said easement will not interfere with the use and enjoyment of the proposed structures as shown on a certain Site Geometry Plan, prepared by Divney Tung Schwalbe, LLP, dated January 8, 2010.

4. Telephone Easement recorded in Liber 10861 Page 572 (see copy attached herein).

Policy affirmatively insures that said easement will not interfere with the use and enjoyment of the proposed structures as shown on a certain Site Geometry Plan, prepared by Divney Tung Schwalbe, LLP, dated January 8, 2010.

5. Company excepts the terms, covenants and conditions of the insured lease and memorandum of lease between Rechler@Gabreski LLC and the County of Suffolk, dated _____ and being duly recorded.

6. Covenants and Restrictions as recited in a certain Deed of Release recorded in Liber 12607 Page 534 (see copy attached herein).

Policy affirmatively insures that said covenants and restrictions will not interfere with the use and enjoyment of the proposed structures as shown on a certain Site Geometry Plan, prepared by Divney Tung Schwalbe, LLP, dated January 8, 2010.

(Conditional Note: The affirmative insurance is subject to underwriter approval of documentation from the FAA that the proposed structures will not violate the aforementioned covenants and restrictions).

7. Utility Infrastructure Easement recorded in Liber 12604 Page 668 (Suffolk County Water Authority - see copy attached herein).

(Conditional Note: A correction easement will be required at closing, correcting the legal description in the aforementioned easement to conform to the "Proposed Utility Infrastructure Easement (100'wide)" as set forth on a certain survey made by Sidney B. Bowne & Son, LLP, dated as of January 29, 2010).

Pro Forma

ALTA OWNERS POLICY
Schedule B

Stewart Title Insurance Company

Schedule B - Owners Policy (continued)

8. Utility Infrastructure Easement(s) to be recorded (LIPA, Verizon, etc.).

(Conditional Note: Various utility easements are in the process of being negotiated by the County of Suffolk at the time this proforma policy is being prepared. Further representations may be required at the time of closing with regard to the status and delivery of said easements. Any additional easements must be limited to the area known as the "Proposed Utility Infrastructure Easement (100'wide)" as set forth on a certain survey made by Sidney B. Bowne & Son, LLP, dated as of January 29, 2010).

Pro Forma

ALTA OWNERS POLICY
Schedule B

Exhibit G-1

EXHIBIT G-2

Title Affidavit

(See attached)

DRAFT:

AFFIDAVIT

Title No.: 08-CS-39767

I _____, hereby swear and affirm as follows:

1. That I am the _____ [---office---] _____ for the County of Suffolk and as such, I am authorized to make the statements herein and to execute this affidavit and indemnity on behalf of the County of Suffolk in connection with the closing of the above referenced title number and title report (the "title report").
2. The County of Suffolk is the fee simple owner of the lands described in Schedule "A" of the above referenced title report (hereinafter the "subject premises").
3. That the leases referred to in exceptions numbered 5 (Liber 2854 Page 459, as modified in Liber 2854 Page 456) and 8 (Liber 11632 Page 514) of the title report have either expired or been terminated and the tenants under these leases are no longer in possession of the premises.
4. I am aware that a title search of the Suffolk County Clerk's records discloses numerous leases that are indexed against the subject premises. These leases do not contain a metes and bounds legal description and only refer to building numbers making location with respect to the subject premises difficult. I have reviewed the survey made by Sidney B. Bowne & Son, LLP, originally dated July 22, 2009 and last revised as of July 29, 2009 depicting the subject premises and access right of way (hereinafter referred to as the "Survey"). On behalf of Suffolk County, I hereby represent that the aforementioned leases either do not affect the premises or they have been terminated in the ordinary course of business. Furthermore, the three specific leasehold areas shown on the aforementioned survey (Bob Stevens Appliances, Love of Learning Day Care Center and the Lease Parcel L. 11632 P. 514) are no longer being leased and the leases have been terminated. There are no tenants or other persons in possession of the subject premises as of the date of closing (Parcels 1, 2 and the right of way as shown on the above referenced survey).
5. The survey also shows several streets lying within the boundaries of the subject premises, to wit: Avenue B, Warmon Street, Smith Street, Wallen Street other unidentified roads and drives. On behalf of Suffolk County, I hereby represent that the aforementioned streets, avenues, roads and drives are private roads and not public streets. The County has exclusive ownership, maintenance, possession and control over said streets, avenues, roads and drives. I further represent that the Leasehold to be insured under the above reference title number will allow the tenant (the insured) to relocate or eliminate said private streets, avenues, roads or drives within the bounds of the subject premises.

6. The agreements referred to in Exception number 6 (Liber 3623 Page 144) of the title report have been superceded over the years and have been fully released from the subject premises by two unrecorded instruments:
 - a) Quitclaim Deed dated July 12, 1972 between the United States of America and the County of Suffolk (recorded in Liber 12607 Page 533); and
 - b) Deed of Release, undated, between United States of America and the County of Suffolk (recorded in Liber 12607 Page 534).

Except for the conditions recited in the above referenced Deed of Release (b), these agreements have extinguished all prior rights of the United States of America, including, but not limited to, the right of reverter or re-entry, with regard to the subject premises.

7. Except for the Utility Easements referenced in exception numbers 10, 11, 12 and 32, all future utilities and utility easements will be located within the "Proposed Utility Infrastructure Easement (100' Wide)" as shown on the survey of the premises referred to in exception number 4 of the title report. Except for the aforementioned easements (10, 11, 12 and 32) and with regard to exception numbers 34 and 35 of the title report, the County of Suffolk hereby represents and warrants that the rights of all private or public utilities have been extinguished in areas outside the "Proposed Utility Infrastructure Easement (100' Wide)."
8. I give this affidavit to induce Advantage Title Agency, Inc., _____ and their successors and assigns, to issue their policy under title number 09-CS-39767 with full knowledge that such insurers are relying upon the truth of the statements made herein. I further agree to indemnify and hold such insurers harmless from any loss, cost (including, but not limited to legal fees and expenses) or damages which they may incur because of the representations made herein.

Dated: _____

 Name:
 Affiant

SWORN TO BEFORE ME THIS ____ DAY OF
 _____, 20__.

 NOTARY PUBLIC

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. - 2010**

1297

WHEREAS, INTRODUCTORY RESOLUTION NO. - 2010

**RESOLUTION NO. -2010, APPROPRIATING
ACCEPTED GRANT FUNDS AND AMENDING THE 2010
ADOPTED CAPITAL BUDGET AND PROGRAM IN
CONNECTION WITH THE PAVEMENT MANAGEMENT
REHABILITATION AT GABRESKI AIRPORT (CP-5739)**

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. - 2010, BECAUSE THE GRANT FUNDS
NEED TO BE APPROPRIATED IN ORDER FOR THE DEPARTMENT OF PUBLIC
WORKS TO AWARD THE BIDS BY THE MARCH 12, 2010 DATE REQUIRED BY
THE FEDERAL AVIATION ADMINISTRATION.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF MARCH, 2010.**

Brendan R Chamberlain

**BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

RECEIVED
2010 MAR -1 P 1:50
COUNTY CLERK
SUFFOLK COUNTY, VA
KNOX PAVEMENT

REVISED AS OF March 01, 2010

Intro. Res. No. 1297-10

Laid on Table 3/2/10

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO - 2010 APPROPRIATING ACCEPTED GRANT FUNDS AND AMENDING THE 2010 ADOPTED CAPITAL BUDGET AND PROGRAM IN CONNECTION WITH THE PAVEMENT MANAGEMENT REHABILITATION AT GABRESKI AIRPORT (CP-5739)

WHEREAS, Resolution 12-2010 accepted a grant of approximately \$2,999,000 from the Federal Aviation Administration for Phase III of The Pavement Management Rehabilitation at Gabreski Airport (CP-5739) and authorized the County Executive to execute any necessary agreement with the Federal Aviation Administration and the New York State Department of Transportation on behalf of the County of Suffolk; and

WHEREAS, the FAA required that the County accept the grant prior to sending a formal award letter; and

WHEREAS, the 6th Whereas of Resolution 12-2010 noted that an appropriating resolution would be submitted once an official grant award letter was received. Such award letter has been received for an amount of \$2,998,897 and is attached as Exhibit A; and

WHEREAS, the Federal Aviation Administration requires the bids on this project be awarded prior to March 12, 2010 and the Department of Public Works has let the project with a bid opening date of March 11, 2010; and

WHEREAS, through the Master Grant Agreement with New York State Department of Transportation, New York State will support this project with two and one half percent of the project or, \$78,918; and

WHEREAS, the County's matching commitment is two and one half percent of the project or, \$78,919; and

WHEREAS, this funding will assist with Phase III of the rehabilitation of a portion of Runway 6-24 at Francis S. Gabreski Airport; and

WHEREAS, sufficient funds are not included in the 2010 Capital Budget and Program to cover the cost of said request under Capital Project 5739 and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State Aid; and

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

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$3,156,735 in Suffolk County Serial Bonds; now, therefore be it

1st **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (c) (1) and (2) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the resolution concerns maintenance and repair involving no substantial changes in an existing structure and replacement, rehabilitation or reconstruction of a structure or facility in kind, and the Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of seventy-nine (79) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that the 2010 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5739
 Project Title: Pavement Management Rehabilitation at Francis S. Gabreski Airport

	<u>Total Est'd Cost</u>	Current 2010 Capital Budget & Program	Revised 2010 Capital Budget & Program
1. Planning and Design	\$989,379	\$ 0	\$11,601 B \$11,601 S \$440,847 F
3. Construction	\$9,372,407	\$ 0	\$67,318 B \$67,317 S <u>\$2,558,050 F</u>
TOTAL	\$10,361,786	\$ 0	\$3,156,734

and be it further

4th **RESOLVED**, that the Department of Public Works pursuant to Section C35-2 (A) and C8-2 (X) of the Suffolk County Charter, are hereby authorized, empowered and directed to take such action as may be necessary to complete this project; and be it further

5th **RESOLVED**, that the proceeds of \$78,919 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.:</u>	<u>Project Title:</u>	<u>Amount</u>
525-CAP-5739.110 (Fund 625-Debt Service)	Pavement Management Rehabilitation at Francis S. Gabreski Airport - Engineering	\$11,601
525-CAP-5739.311 (Fund 625-Debt Service)	Pavement Management Rehabilitation at Francis S. Gabreski Airport- Construction	\$67,318

and be it further

6th **RESOLVED**, that State Aid be and it hereby is appropriated as follows:

<u>Project No.:</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5739.110	Pavement Management Rehabilitation at Francis S. Gabreski Airport - Engineering	\$11,601
525-CAP-5739.311	Pavement Management Rehabilitation at Francis S. Gabreski Airport- Construction	\$67,317

and be it further

7th **RESOLVED**, that Federal Aid be and it hereby is appropriated as follows:

<u>Project No.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5739.110	Pavement Management Rehabilitation at Francis S. Gabreski Airport – Engineering	\$440,847
525-CAP-5739.311	Pavement Management Rehabilitation at Francis S. Gabreski Airport- Construction	\$2,558,050

and be it further

8th **RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of \$78,919; and be it further

10th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal and State funding in the amount of \$3,077,815; and be it further

11th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal and State share of \$3,077,815; and be it further

12th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the United Federal Aviation Administration and the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO - 2010 APPROPRIATING GRANT FUNDS PREVIOUSLY ACCEPTED AND AMENDING THE 2010 ADOPTED CAPITAL BUDGET AND PROGRAM FOR THE PAVEMENT MANAGEMENT REHABILITATION AT GABRESKI AIRPORT (CP-5739)		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
Suffolk County Serial Bonds: \$78,918 (2 ½ %) NYS DOT : \$78,917 (2 ½ %) FAA: \$2,998,897 (95%)		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SERVICE SCHEDULE		
8. Proposed Source of Funding		
Suffolk County Serial Bonds Suffolk County Bond Anticipation Notes.		
9. Timing of Impact		
2011		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		March 1st, 2010

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$6,942	\$0.01		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$6,942	\$0.01		\$0.000

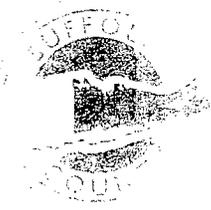
NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2009.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County
 General Obligation Serial Bonds
 Level Debt

Term of Bonds: 15
 Amount to Bond: \$78,918

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2010					
11/1/2010					
5/1/2011	2.500%	\$4,034.89	\$2,906.81	\$6,941.70	\$6,941.70
			\$1,379.10	\$1,379.10	
5/1/2011	3.500%	\$4,183.51	\$1,379.10	\$5,562.61	\$6,941.70
			\$1,302.05	\$1,302.05	
5/1/2012	3.500%	\$4,337.60	\$1,302.05	\$5,639.65	\$6,941.70
			\$1,222.17	\$1,222.17	
5/1/2013	3.500%	\$4,497.37	\$1,222.17	\$5,719.54	\$6,941.70
			\$1,139.34	\$1,139.34	
5/1/2014	3.500%	\$4,663.02	\$1,139.34	\$5,802.36	\$6,941.70
			\$1,053.46	\$1,053.46	
5/1/2015	3.500%	\$4,834.78	\$1,053.46	\$5,888.24	\$6,941.70
			\$964.42	\$964.42	
4/30/2016	3.500%	\$5,012.86	\$964.42	\$5,977.28	\$6,941.70
			\$872.10	\$872.10	
5/1/2017	3.500%	\$5,197.50	\$872.10	\$6,069.60	\$6,941.70
			\$776.38	\$776.38	
5/1/2018	3.500%	\$5,388.94	\$776.38	\$6,165.32	\$6,941.70
			\$677.14	\$677.14	
5/1/2019	3.500%	\$5,587.43	\$677.14	\$6,264.57	\$6,941.70
			\$574.23	\$574.23	
4/30/2020	3.750%	\$5,793.24	\$574.23	\$6,367.47	\$6,941.70
			\$467.54	\$467.54	
5/1/2021	4.000%	\$6,006.62	\$467.54	\$6,474.16	\$6,941.70
			\$356.92	\$356.92	
5/1/2022	4.500%	\$6,227.87	\$356.92	\$6,584.79	\$6,941.70
			\$242.22	\$242.22	
5/1/2023	4.500%	\$6,457.26	\$242.22	\$6,699.48	\$6,941.70
			\$123.30	\$123.30	
4/30/2024	4.500%	\$6,695.10	\$123.30	\$6,818.40	\$6,941.70
		\$78,918.00	\$25,207.57	\$104,125.57	\$104,125.57



MAR 01 2010

MEMORANDUM

TO: Ken Crannell, Deputy County Executive
Office of the County Executive

FROM: Carolyn E. Fahey, Intergovernmental Relations Coordinator
Department of Economic Development & Workforce Housing

DATE: March 1, 2010

SUBJECT: Certificate of Necessity Request for a Resolution
APPROPRIATING GRANT FUNDS PREVIOUSLY
ACCEPTED AND AMENDING THE 2010 ADOPTED
CAPITAL BUDGET AND PROGRAM FOR THE
PAVEMENT MANAGEMENT REHABILITATION AT
GABRESKI AIRPORT (CP-5739)

Through Resolution 12-2010 the County accepted a grant of approximately \$2,999,000 from the Federal Aviation Administration to assist with Phase III of The Pavement Management Rehabilitation at Gabreski Airport (CP-5739). This resolution noted that a subsequent appropriating resolution will be submitted once the actual grant award and amount was received. The County has received the official grant letter with that amount to be awarded. The grant funds need to be appropriated in order for the Department of Public Works to award the bids by the March 12th date required by the FAA.

A Certificate of Necessity is requested in order to meet the FAA requirements.

CEF/kmb

cc: Chris Kent, Chief Deputy County Executive
Yves R. Michel, Commissioner
Tony Ceglio, Francis S. Gabreski Airport Manager
Brendan Chamberlain, County Executive Assistant



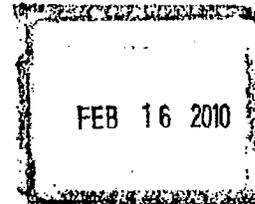


U. S. Department
of Transportation

**Federal Aviation
Administration**

New York Airports District Office
600 Old Country Rd, Suite 446
Garden City, New York 11530
Telephone: 516-227-3808
Fax: 516-227-3813

Mr. Anthony Ceglie
Airport Manager
Francis S. Gabreski Airport
Administration Building
Westhampton Beach, NY 11978



Dear Mr. Ceglie:

In response to your request for financial assistance identified in your Airport Capital Improvement Plan (ACIP) under the "Vision 100 - Century of Flight Authorization Act of 2003", please be advised that we are processing your request for Federal funds for the following items of development at Francis S. Gabreski Airport, Westhampton, NY.

Rehabilitate Runway 6-24 -Phase II

\$3,156,734

In order to allow for a grant issuance based on bid prices this Fiscal year, we strongly urge you to proceed with the selection of a consultant engineer, development of a draft engineering contract with workscope and costs, and contracting for services of a professional engineer of the independent cost estimate of engineering services.

Your engineering consultant should be selected in accordance with Advisory Circular 150/5100-14C, "Architectural Engineering and Planning Consultant Services for Airport Grant Projects." In order to assist you, we are enclosing a "typical" certification format that a sponsor may use to certify this to our office.

We would also like to remind you to submit the following ACIP attachments as soon as possible. If you have already submitted this information, it is not necessary to resend it.

1. A sketch of the project
2. A project narrative statement
3. Project cost estimate
4. Compliance with FAA Order 5050.4B including the regulations implementing the National Environmental Policy Act (NEPA): submit the appropriate environmental document: Environmental Evaluation Form A, B, C or an Environmental Assessment. Forms are available at <http://www.faa.gov/arp/aea>. Please note that the grant offer cannot be issued until the environmental process is complete; projects should be scheduled accordingly.
5. Intergovernmental Review: Submit project notice to the appropriate local governmental entities for comment. In New Jersey, intergovernmental review is processed by the State Single Point of Contact.

Please advise us in writing of your plans regarding this matter within two weeks of the date of this letter.

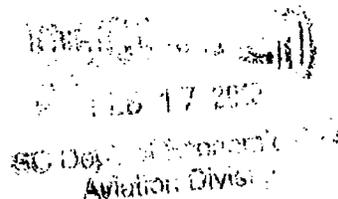
Finally, the project identifier code associated with this project is 3-36-0122-15-10. All correspondence concerning this project must contain the identifier code.

If you have any questions, please contact Dan Vornea of this office at (516) 227-3812.

Sincerely,

John R. Dermody
Manager
New York Airports District Office

Enclosure



**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. 1101 - 2010**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1101 – 2010

**RESOLUTION NO. -2010, AMENDING THE 2010
OPERATING BUDGET AND TRANSFERRING FUNDS TO
PARENTS FOR MEGAN’S LAW CRIME VICTIMS
CENTER**

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1101 – 2010, BECAUSE THIS FUNDING IS
CRITICAL TO ENSURE THE CONTINUANCE OF THE HATE CRIME VICTIM
ADVOCATE PROGRAM BY RETAINING THE PERSONNEL PERFORMING THIS
SERVICE.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
SECOND DAY OF MARCH, 2010.**

RECEIVED
2010 MAR - 1 P 4:37
COUNTY CLERK
SUFFOLK COUNTY, NY.
HACCPAUGE



**BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

AMENDED AS OF 3/1/2010

Intro. Res. No. 1101-2010
Introduced by Legislator Eddington

Laid on Table 2/2/2010

**RESOLUTION NO. -2010, AMENDING THE 2010
OPERATING BUDGET AND TRANSFERRING FUNDS TO
PARENTS FOR MEGAN'S LAW CRIME VICTIMS CENTER**

WHEREAS, 2010 Operating Budget does not include sufficient funds for Parents for Megan's Law Crime Victims Center; and

WHEREAS, hate crimes in Suffolk County have and can continue to tear at the very fabric of our society placing not only individuals, but entire communities in fear. Funding will assist in providing a Hate Crime Advocate position in the Suffolk County Crime Victim Center (CVC) Program to help prevent and mitigate the deleterious impact of hate crimes in our communities. The advocate position will provide for a bilingual case worker to do hate crime outreach; and

WHEREAS, The CVC Hate Crime Advocate will be charged with conducting outreach to all protected classes, providing crime victim assistance, support services and information on crime victims' rights in New York State. Early intervention will be enabled by an already existing established cooperative working protocol with the Suffolk County Police Department wherein hate crime victims are made aware of CVC services and contact information is provided to the Crime Victim Center; and

WHEREAS, it is the desire of the Suffolk County Legislature to amend the 2010 Operating Budget and transfer \$37,000 to the contracted agency Parents for Megan's Law Crime Victims Center; and

WHEREAS, Section 4-31 (G) of the Suffolk County Charter now allows amendment of the County Operating Budget by County Legislators four times during the fiscal year as long as the amendment reduces, lowers, terminates or cancels appropriations; abolishes positions of employment; terminates contract agencies; terminates or reduces the size of County programs or departments, or makes transfers of appropriations that are offset by reductions in other programs; now, therefore be it

1st RESOLVED, that the 2010 County Operating Budget is hereby amended as follows and that the County Comptroller and the County Treasurer be and hereby are authorized to transfer the following funds and authorizations:

APPROPRIATIONS:

FROM:

<u>FD</u>	<u>AGY</u>	<u>UNIT</u>	<u>ACT</u>	<u>OBJ</u>	<u>OBJECT NAME</u>	<u>AMOUNT</u>
001	EXE	1232	0000	4560	Fees For Services: Non-Employee	-\$20,500
001	LEG	1012	0000	4981	Community Support Services	-\$20,500

TO:

<u>FD</u>	<u>AGY</u>	<u>UNIT</u>	<u>ACT</u>	<u>OBJ</u>	<u>ACTIVITY NAME</u>	<u>AMOUNT</u>
001	POL	3120	XXXX	4980	Parents for Megan's Law Crime Victims Center	+\$41,000

Statement of Financial Impact on Proposed Suffolk County Legislation

AMENDED AS OF 3/1/2010

IR Number: 1101

IR Year: 2010

Introduced By: Jack Eddington

Title of Proposed Resolution:

Amending the 2010 Operating Budget and transferring funds to parents for Megan's Law Crime Victims Center.

Purpose and Intent of Proposed Legislation:

This resolution amends the 2010 Operating Budget and transfers \$41,000 to the contracted agency Parents for Megan's Law Crime Victims Center.

Detailed Explanation of Fiscal Impact:

There is no fiscal impact as adopted 2010 operating funds are transferred 50% (\$20,500) from the Executive's fees for services appropriation (001-1232-4560) and 50% (\$20,500) from the Legislature's Community Support Services appropriation (001-1012-4981).

If applicable, what is the comparison cost if this is undertaken in-house, compared to an outside contractor or vendor? N/A

Total Financial Cost and timing over five years on each affected political or other subdivision: None

Proposed Source of Funding:

The \$41,000 will be transferred 50% (\$20,500) from 001-EXE-1232-4560- Fees for Services: Non-Employee and 50% (\$20,500) from 001-LEG-1012-4981- Community Support Services to 001-POL-3120-4980-Parents for Meghan's law Crime Victims Center.

Total Estimated Financial Impact on all Funds, tax rates, and property tax: None.

Total Estimated Financial Impact on Suffolk County's economy including the impact on goods or services, economic development, small business activity, employment opportunities and overall business activity: N/A

Authorized Signature

Date Completed

3/1/10

Analyst Code

JO

**Gail Vizzini, Director
Budget Review Office**

Robert Lipp
Deputy Director

BOND RESOLUTION NO. ____ - 2010

BOND RESOLUTION OF THE COUNTY OF SUFFOLK,
NEW YORK, AUTHORIZING THE ISSUANCE OF
\$3,156,735 BONDS TO FINANCE A PART OF THE COST
OF ENGINEERING AND CONSTRUCTION OF THE
PAVEMENT MANAGEMENT REHABILITATION AT
GABRESKI AIRPORT (CP 5739.110 and .311)

THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, NEW
YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the
members of said County Legislature) AS FOLLOWS:

Section 1. The County of Suffolk, New York (herein called the "County"), is hereby authorized to issue bonds in the principal amount of \$3,156,735 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the "Law"), the Suffolk County Charter and other applicable laws, to finance a part of the cost of engineering and construction of the pavement management rehabilitation at Gabreski Airport, as authorized in the 2009 Capital Budget and Program, as amended. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof, is \$10,361,787. The plan of financing includes (a) the expenditure of \$162,169 grant funds appropriated pursuant to Resolution No. 703-2007, as amended by Resolution No. 1227-2007, (b) the issuance of

\$7,042,883 bonds or bond anticipation notes authorized pursuant to Bond Resolution No. 385-2009, (c) the issuance of \$3,156,735 bonds or bond anticipation notes authorized pursuant to this resolution and this resolution, and (d) the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds or notes and the interest thereon as the same shall become due and payable. It is expected that Federal/State Aid shall be received to pay a part of the cost of the project and any such aid is authorized to be expended for such purpose. Bond anticipation notes are authorized to be issued pursuant to this resolution in the principal amount of up to \$3,077,816 to finance the cost to be paid from grant funds and bond anticipation notes in the principal amount of up to \$78,919 are authorized to be issued pursuant to this resolution to finance the County's share. The maximum amount of serial bonds authorized to be issued pursuant to this resolution is \$78,919.

Section 2. The period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued, within the limitations of 11.00 a. 11(a) of the Law of the Law, is thirty (30) years, computed from October 29, 2009, the date of issuance of the first obligations issued pursuant to Bond Resolution No. 385-2009.

Section 3. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the County for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized, or for such expenditures made on or prior to the effective date if a prior statement of intent to issue bonds has been made. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation as to rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Resolution No. 320 of 1966, as amended by Resolution No. 81 of 1972, and Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the County Legislature relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately upon approval by the County Executive, and the Clerk of the Legislature is hereby authorized and directed to publish the foregoing resolution, in summary or in full, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the official newspaper(s) of the County.

Dated: _____

APPROVED: _____
County Executive, Suffolk County

Date of Approval: _____, 2010

The adoption of the foregoing resolution was seconded by Legislator

_____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATE

I, Tim Laube, Clerk of the Suffolk County Legislature, in the State of New York, HEREBY CERTIFY that Bond Resolution No. ____ - 2010 contained in the foregoing annexed extract from the minutes of a meeting of the County Legislature of the County of Suffolk duly called and held on March 2, 2010, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said County Legislature and is a true, complete and correct copy thereof and of the whole of said original Bond Resolution, which was duly adopted by the County Legislature on March 2, 2010 and approved by the County Executive on _____, 2010.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Legislature on this ____ day of March, 2010.

(SEAL)

Tim Laube
Clerk of the Legislature

LEGAL NOTICE

The resolution, a summary of which is published herewith, has been adopted on March 2, 2010 and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Suffolk, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

BY ORDER OF THE COUNTY LEGISLATURE
OF THE COUNTY OF SUFFOLK

DATED: March ____, 2010
Smithtown, New York

Tim Laube
Clerk of the Legislature

BOND RESOLUTION NO. ____ - 2010

BOND RESOLUTION OF THE COUNTY OF SUFFOLK,
NEW YORK, AUTHORIZING THE ISSUANCE OF
\$3,156,735 BONDS TO FINANCE A PART OF THE COST
OF ENGINEERING AND CONSTRUCTION OF THE
PAVEMENT MANAGEMENT REHABILITATION AT
GABRESKI AIRPORT (CP 5739.110 and .311)

The object or purpose for which the bonds are authorized is the renovation, construction, and addition to the Fourth Police Precinct building, at the estimated maximum cost of \$10,361,787.

The amount of obligations to be issued is \$3,156,735 in addition to the \$7,042,883 heretofore authorized. The \$162,169 balance is to be paid from grant funds.

The period of probable usefulness of the bonds is thirty (30) years computed from October 29, 2009, the date of issuance of the first obligations issued pursuant to Bond Resolution No. 385-2009.

A complete copy of the Bond Resolution summarized above shall be available for public inspection during normal business hours at the office of the Clerk of the Legislature, W.H. Rogers Legislature Building, 725 Veterans Memorial Highway, Smithtown, New York.

The bond resolution was adopted on March 2, 2010.