

1951

Intro. Res. No. -2010  
Introduced by Legislator Viloría-Fisher

Laid on Table 9/16/10

**RESOLUTION NO. -2010, APPOINTING MEMBER TO  
THE COUNCIL ON ENVIRONMENTAL QUALITY (JAMES F.  
BAGG, JR.)**

**WHEREAS**, appointments to the Council on Environmental Quality (CEQ) are now within the exclusive purview of the County Legislature under Section 1-3 of the SUFFOLK COUNTY CHARTER; and

**WHEREAS**, Lauren Elizabeth Stiles resigned as a member of the Council on Environmental Quality, effective June 25, 2007, thereby creating a vacancy; now, therefore be it

**1st RESOLVED**, that **James F. Bagg, Jr.**, who currently resides in Yaphank, NY, is hereby appointed as a member of the Suffolk County Council on Environmental Quality, pursuant to Section 1-3(A) of the SUFFOLK COUNTY CHARTER, to fill the unexpired term of Lauren Elizabeth Stiles, said term of office to expire on March 23, 2014.

DATED:

EFFECTIVE PURSUANT TO SECTIONS 2-15(A) AND 1-3(A) OF THE SUFFOLK COUNTY CHARTER

s:\res\appt-bagg-ceq

# RESUME

JAMES F. BAGG, JR.

Yaphank, New York 11980

email:

August 2010

**EDUCATION:** 1990- **M.B.A.** New York Institute of Technology at Central Islip, N.Y.  
Major: General Business Administration with distinction  
1975- **M.S.** State University of New York at Stony Brook  
Major: Marine Environmental Studies  
1970- University of Miami, Coral Gables, Florida  
Extra Credits: Biology, Chemistry and Physics  
1969- **B.A.** Wesleyan University, Middletown, Connecticut  
Double Independent Majors: Economics and Psychology

**ORGANIZATIONS:** 1997 - Member of the State Pine Barrens Protective Lands Council  
1990 - Member of the Long Island Pine Barrens Maritime Reserve Council  
1989 - Member of the National Honor Society in Business Administration  
1988 - Member of the Association of Environmental Professionals  
1988 - Member of the American Planning Association  
1987 - Member of the Suffolk County Recycling Commission  
1971- Certified (NASDS #362) Instructor in the National Association of Skin Diving Schools  
1969- Certified (NAUI #1367) Member of the National Association of Underwater Instructors

## **EMPLOYMENT RECORD:**

1/94-8/2010 Chief Environmental Analyst, Suffolk County Planning Department, Hauppauge, New York. Performed all duties as described in the Principal Planner and Senior Environmental Planner positions as well as administered the County's environmental review process involving NEPA and SEQRA for the Suffolk Legislature, Executive, and all other departments.

9/76-12/04 Adjunct Full Professor, Southampton College of Long Island University, Natural Science Division, Southampton, New York. Taught the following courses: The Natural Resource Inventory Process, Regional Planning and Environmental Protection through Land Use Management and Regulation, and Environmental Impact Assessment, all of which were required for the Environmental Science BS Degree.

1/80-12/93 Principal Planner, Suffolk County Planning Department, Hauppauge, New York. Principal environmental staff person to the Suffolk County Council on Environmental Quality (CEQ), Pine Barrens Review Commission (PBRC) and Industrial Development Agency (IDA). In charge of review and/or preparation of environmental assessments and impact statements under NEPA & SEQRA at the county and local levels of government. Prepared

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studies and reports for comprehensive land use planning, coastal zone management, open space acquisition, groundwater protection, zoning review, Community Development Act proposals, 208 Wastewater Management Planning, 201 Wastewater Facilities grants, Industrial Development Agency application review, and preparation of grant proposals for federal and state aid.

12/71-12/79

Senior Environmental Planner, Suffolk County Council on Environmental Quality, Hauppauge, New York. In charge of developing environmental impact statement procedures for the council, and responsible for recommending, preparing, and writing reports and studies on environmental matters as they relate to the county.

1/71 - 8/76

Scuba Instructor and Underwater Photography Teacher, North Shore Outdoor Recreation Center, East Northport, New York.

1/71-10/71

Research Associate, Marine Sciences Research Center, State University of New York, Stony Brook, New York. Prepared study assessing the probable short-term and long-term environmental effects of a bridge across Long Island Sound (8 different sites were evaluated). Also conducted current and water quality studies in western Long Island Sound in conjunction with a proposed Consolidated Edison nuclear power plant on Davis Island.

1952  
Intro. Res. No. -2010  
Introduced by Legislator Cooper

Laid on Table 9/16/10

**RESOLUTION NO. -2010, ADOPTING LOCAL LAW NO.  
-2010, A LOCAL LAW TO PROTECT ANIMALS IN SUFFOLK  
COUNTY FROM ABUSE**

**WHEREAS**, there was duly presented and introduced to this County Legislature at a meeting held on , 2010, a proposed local law entitled, "**A LOCAL LAW TO PROTECT ANIMALS IN SUFFOLK COUNTY FROM ABUSE**" 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 TO PROTECT ANIMALS IN SUFFOLK COUNTY  
FROM ABUSE**

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

**Section 1. Legislative Intent.**

This Legislature hereby finds and determines that animal cruelty is a serious problem, resulting in the abuse of thousands of animals each year in the United States.

This Legislature also finds and determines that Suffolk County is taking a leading role in protecting animals from abuse by proposing an online registry containing identifying information of persons convicted of animal abuse crimes.

This Legislature further finds and determines that people who have abused animals in the past are likely to do so in the future, with 100% recidivism rates for certain types of abuse, like animal hoarding.

This Legislature finds that animals in need of homes should be protected from potential abusers.

This Legislature determines that persons listed on the Animal Abuser Registry should not be eligible to purchase or adopt any animal in Suffolk County.

This Legislature also finds that by creating an Animal Abuser Registry, Suffolk County has provided local animal shelters and pet dealers with access to important information about potential clients.

This Legislature further finds that local animal shelters and pet dealers should check the names of potential purchasers or adopters against the County's Animal Abuser Registry, to prevent animal abusers from purchasing or adopting potential victims.

Therefore, the purpose of this law is to prohibit pet dealers and animal shelters from making sales or allowing adoptions of animals to persons appearing on the Animal Abuser Registry.

**Section 2. Definitions.**

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

“ANIMAL SHELTER” shall mean any public or privately owned organization in Suffolk County which maintains property, buildings or structures for the purpose of harboring animals which may be stray, unwanted, lost, abandoned or abused and seeks to find appropriate permanent homes for such animals. For the purpose of this law, the term “animal shelter” shall not apply to a facility commonly known as a "boarding kennel," where the ownership of the animal is not transferred; a facility commonly known as a "pet store," where animals are offered for sale as all or part of a business, an animal hospital owned, operated or supervised by a licensed veterinarian; or a facility where the owner or operator is licensed by the New York State Department of Environmental Conservation as a nuisance wildlife control agent or wildlife rehabilitator.

“PERSON” shall mean any natural individual.

“PET DEALER” shall mean any individual, firm, partnership, corporation, company or other entity which offer animals for sale.

**Section 3. Requirements.**

Any animal shelter or pet dealer operating in Suffolk County shall check the name of any person seeking to purchase or adopt an animal against the Animal Abuser Registry.

**Section 4. Prohibitions.**

No animal shelter or pet dealer operating in Suffolk County shall knowingly sell, offer, deliver or provide an animal to any person registered on the Suffolk County Animal Abuser Registry.

**Section 5. Penalties.**

Any animal shelter or pet dealer who violates this law shall be guilty of a violation and subject to a fine of five hundred dollars (\$500.00).

**Section 6. Applicability.**

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

**Section 7. Severability.**

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

section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

**Section 8. SEQRA Determination.**

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

**Section 9. Effective Date.**

This law shall take effect on the one hundred eightieth day (180<sup>th</sup>) following its filing in the Office of the Secretary of State.

DATED:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County

Date:

s:\laws\I-pet stores check animal abuse registry

1953

9/16/10

Intro. Res. No. -2010

Laid on Table

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2010, AUTHORIZING A LICENSE AGREEMENT WITH THE LONG ISLAND CHAPTER OF THE U.S. LIGHTHOUSE SOCIETY FOR CEDAR POINT COUNTY PARK, EAST HAMPTON**

**WHEREAS**, the Long Island Chapter of the U.S. Lighthouse Society has acted as the steward to the Cedar Point Lighthouse in East Hampton in accordance with a stewardship agreement dated December 19, 2003 with the County; and

**WHEREAS**, the Long Island Chapter of the U.S. Lighthouse Society has expressed a willingness to continue to assist the County in maintaining, repairing, improving, and providing access and programs for the public to the lighthouse at Cedar Point County Park at no cost to the County; and

**WHEREAS**, the Long Island Chapter of the U.S. Lighthouse Society would like to enter into a license agreement for a term of ten (10) years with two (2) optional terms of an additional five (5) years each with the County of Suffolk for the non-exclusive use, maintenance and upkeep of the lighthouse at Cedar Beach County Park in East Hampton; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that the Suffolk County Department of Parks, Recreation, Conservation is hereby authorized, empowered, and directed, pursuant to Section 28-4(D) of the SUFFOLK COUNTY CHARTER, to enter into a License Agreement, for a term of ten (10) years with two (2) optional terms of an additional five (5) years each with the Long Island Chapter of the U.S. Lighthouse Society, for the non-exclusive use, maintenance, upkeep, and improvement of the lighthouse at Cedar Beach County Park in East Hampton; and be it further

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

DATED:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County  
Date of Approval:



**FINANCIAL IMPACT  
2011 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

1953

**GENERAL FUND**

	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

**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	\$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.

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1953

<p>1. Type of Legislation</p> <p>Resolution <u>X</u>      Local Law _____      Charter Law _____</p>		
<p>2. Title of Proposed Legislation</p> <p style="text-align: center;">AUTHORIZING A LICENSE AGREEMENT WITH THE LONG ISLAND CHAPTER OF THE U.S. LIGHTHOUSE SOCIETY FOR CEDAR POINT COUNTY PARK, EAST HAMPTON.</p>		
<p>3. Purpose of Proposed Legislation</p> <p>See # 2 above.</p>		
<p>4. Will the Proposed Legislation Have a Fiscal Impact?      Yes ___      No <u>X</u></p>		
<p>5. If the answer to item 4 is "yes", on what will it impact?      (circle appropriate category)</p> <p>County                      Town                      Economic Impact</p> <p>Village                      School District              Other (Specify):</p> <p>Library District              Fire District</p>		
<p>6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact</p> <p style="text-align: center;">N/A</p>		
<p>7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.</p> <p style="text-align: center;">N/A</p>		
<p>8. Proposed Source of Funding</p> <p style="text-align: center;">N/A</p>		
<p>9. Timing Impact</p> <p style="text-align: center;">N/A</p>		
<p>10. Typed Name &amp; Title of Preparer</p> <p>Tom Malanga Intergovernmental Relations Coordinator Dept. of Parks, Recreation &amp; Conservation</p>	<p>11. Signature of Preparer</p> <p style="text-align: center;"><i>Thomas J Malanga</i></p>	<p>12. Date</p> <p style="text-align: center;">9/1/2010</p>

COUNTY OF SUFFOLK



STEVE LEVY  
SUFFOLK COUNTY EXECUTIVE

LS1

SEP 07 2010  
1953

DEPARTMENT OF  
PARKS, RECREATION AND CONSERVATION

JOSEPH J. MONTUORI  
COMMISSIONER

TRACEY BELLONE  
DEPUTY COMMISSIONER

**TO: KEN CRANNELL, Deputy County Executive**

**FROM: JOSEPH J. MONTUORI, Commissioner** *J. Montuori*

**CC: CHRISTOPHER KENT, Chief Deputy County Executive**

**DATE: SEPTEMBER 1, 2010**

**RE: INTRODUCTORY RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE LONG ISLAND CHAPTER OF THE U.S. LIGHTHOUSE SOCIETY FOR CEDAR POINT COUNTY PARK, EAST HAMPTON**

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "Reso-PKS-Authorizing License Agreement with US Lighthouse Society at Cedar Point County Park.doc".

The Long Island Chapter of the U.S. Lighthouse Society has been operating under a stewardship agreement with the Parks Department since 2003. The organization desires to continue to assist the County in maintaining, repairing, improving, and providing access and programs for the public to the lighthouse at Cedar Point County Park at no cost to the County. The Parks Department would like to enter into a license agreement with this organization in order to clarify and expand the services and requirements under the agreement.

Should you require anything further, please contact my office at 4-4984.

Enclosures



1954

Intro. Res. No. -2010

Laid on Table

9/16/10

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2010, AUTHORIZING A LICENSE AGREEMENT WITH SOUTH SHORE SOCCER CLUB, INC. FOR VAN BOURGONDIE COUNTY PARK, WEST BABYLON**

**WHEREAS**, South Shore Soccer Club, Inc., acting through West Babylon Soccer Club, has acted as the licensee to the soccer field and clubhouse at Van Bourgondien County Park in accordance with Resolution No. 311-1996 and a license agreement dated June 18, 1997 with the County; and

**WHEREAS**, South Shore Soccer Club, Inc. has expressed a willingness to continue to assist the County with the maintenance and utilization of the soccer field and clubhouse at Van Bourgondien County Park for recreational play at no cost to the County; and

**WHEREAS**, South Shore Soccer Club, Inc. would like to enter into a license agreement for a term of ten (10) years with two (2) optional terms of an additional five (5) years each with the County of Suffolk for the non-exclusive use, maintenance and upkeep of Van Bourgondien County Park in West Babylon; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that the Suffolk County Department of Parks, Recreation, Conservation is hereby authorized, empowered, and directed, pursuant to Section 28-4(D) of the SUFFOLK COUNTY CHARTER, to enter into a License Agreement, for a term of ten (10) years with two (2) optional terms of an additional five (5) years each with South Shore Soccer Club, Inc., for the non-exclusive use, maintenance and upkeep of Van Bourgondien County Park in West Babylon; and be it further

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

DATED:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County  
Date of Approval:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1954

1. Type of Legislation		
Resolution <u>  X  </u> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO.    -2010, AUTHORIZING A LICENSE AGREEMENT WITH SOUTH SHORE SOCCER CLUB, INC. FOR VAN BOURGONDIEN COUNTY PARK, WEST BABYLON		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes <u>  </u> No <u>  X  </u>		
5. If the answer to item 4 is "yes", on what will it impact?    (circle appropriate category)		
<u>County</u>	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 resolution adoption and signed license agreement		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		September 9th, 2010

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT  
2011 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

1954

**GENERAL FUND**

	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

**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	\$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.

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation <span style="float: right; font-size: 1.5em;">1954</span> Resolution <u>X</u> Local Law _____      Charter Law _____		
2. Title of Proposed Legislation  <p style="text-align: center;">AUTHORIZING A LICENSE AGREEMENT WITH SOUTH SHORE SOCCER CLUB, INC. FOR VAN BOURGONDIEN COUNTY PARK, WEST BABYLON</p>		
3. Purpose of Proposed Legislation See # 2 above.		
4. Will the Proposed Legislation Have a Fiscal Impact?      Yes ___      No <u>X</u>		
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 Impact  N/A		
10. Typed Name & Title of Preparer  Tom Malanga Intergovernmental Relations Coordinator Dept. of Parks, Recreation & Conservation	11. Signature of Preparer  	12. Date  9/1/2010

COUNTY OF SUFFOLK



STEVE LEVY  
SUFFOLK COUNTY EXECUTIVE

LS2

SEP 07 2010

1954

DEPARTMENT OF  
PARKS, RECREATION AND CONSERVATION

JOSEPH J. MONTUORI  
COMMISSIONER

TRACEY BELLONE  
DEPUTY COMMISSIONER

**TO: KEN CRANNELL, Deputy County Executive**

**FROM: JOSEPH J. MONTUORI, Commissioner** *Kent*

**CC: CHRISTOPHER KENT, Chief Deputy County Executive**

**DATE: SEPTEMBER 1, 2010**

**RE: INTRODUCTORY RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH SOUTH SHORE SOCCER CLUB, INC. FOR VAN BOURGONDIEN COUNTY PARK, WEST BABYLON**

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "Reso-PKS-Authorizing License Agreement with South Shore Soccer Club at Van Bourgondien Park.doc".

The South Shore Soccer Club, acting through West Babylon Soccer Club, has acted as the licensee to the soccer field and clubhouse at Van Bourgondien County Park under a license agreement with the Parks Department since 1997. The organization desires to continue to assist the County in maintaining and utilizing the soccer field and clubhouse at Van Bourgondien County Park at no cost to the County. The Parks Department would like to enter into a license agreement with this organization in order to clarify and expand the services and requirements under the agreement.

Should you require anything further, please contact my office at 4-4984.

Enclosures



1955  
Intro. Res. No. -2010  
Introduced by the Presiding Officer on request of County Executive

Laid on Table 9/16/10

**RESOLUTION NO. -2010, AUTHORIZING USE OF  
BLYDENBURGH COUNTY PARK BY REFLECTION  
COUNSELING CENTER FOR ITS DOG WALK AND PICNIC  
FUNDRAISER**

**WHEREAS**, Reflection Counseling Center is a 501(c)(3) nonprofit organization having its place of business at 202 Terminal Drive, Suite 3, Plainview, New York; and

**WHEREAS**, Reflection Counseling Center would like to use Blydenburgh County Park in Smithtown for the purpose of hosting their Dog Walk and Picnic Fundraiser to raise money for the organization; and

**WHEREAS**, the Reflection Counseling Center's Dog Walk and Picnic fundraiser is scheduled to be held on Saturday, October 23, 2010; and

**WHEREAS**, a Certificate of Insurance naming Suffolk County as an additional insured will be provided by Reflection Counseling Center within 30 days of the Dog Walk and Picnic fundraiser; now therefore, be it

**1<sup>st</sup> RESOLVED**, that the use of Blydenburgh County Park by the Reflection Counseling Center for the purpose of hosting a fundraiser on Saturday, October 23, 2010, is hereby approved pursuant to Section 215(1) of the NEW YORK STATE COUNTY LAW, subject to the receipt of a Certificate of Insurance and the accompanying declaration page by the County of Suffolk from Reflection Counseling Center, and the payment of the One Hundred Dollars (\$100.00) event fee, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Human Resources, Personnel and Civil Service; and be it further

**2<sup>nd</sup> RESOLVED**, that before this event shall be permitted to occur, the Reflection Counseling Center must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 378-7(B) of the Suffolk County Code; and be it further

**3<sup>rd</sup> RESOLVED**, that the Commissioner of the Suffolk County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, to take such measures as shall be necessary and appropriate to facilitate the hosting of the fundraiser at Blydenburgh County Park by Reflection Counseling Center, and be it further

**4<sup>th</sup> RESOLVED**, that the Reflection Counseling Center shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

**5<sup>th</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant

to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

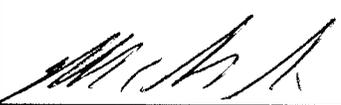
APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1955

1. Type of Legislation		
Resolution <u>  X  </u> Local Law <u>      </u> Charter Law <u>      </u>		
2. Title of Proposed Legislation		
<b>RESOLUTION NO.    -2010, AUTHORIZING USE OF BLYDENBURGH COUNTY PARK BY REFLECTION COUNSELING CENTER FOR ITS DOG WALK AND PICNIC FUNDRAISER</b>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact?            Yes <u>  X  </u> No <u>      </u>		
5. If the answer to item 4 is "yes", on what will it impact?    (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
There is a fee of \$100 collected by the County for the use of the park.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
N/A		
9. Timing of Impact		
Upon resolution adoption		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		September 9th, 2010

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT  
2011 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

1955

**GENERAL FUND**

	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

**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	\$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.

LS3

COUNTY OF SUFFOLK



STEVE LEVY  
SUFFOLK COUNTY EXECUTIVE

1955 SEP 07 2010

DEPARTMENT OF  
PARKS, RECREATION AND CONSERVATION

JOSEPH J. MONTUORI  
COMMISSIONER

TRACEY BELLONE  
DEPUTY COMMISSIONER

**TO:** KEN CRANNELL, Deputy County Executive

**FROM:** JOSEPH J. MONTUORI, Commissioner *[Signature]*

**CC:** CHRISTOPHER KENT, Chief Deputy County Executive

**DATE:** SEPTEMBER 1, 2010

**RE:** INTRODUCTORY RESOLUTION AUTHORIZING USE OF BLYDENBURGH COUNTY PARK BY REFLECTION COUNSELING CENTER FOR THEIR DOG WALK AND PICNIC FUNDRAISER

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS- Reflection Counseling Center Fundraiser at Blydenburgh.doc".

Should you require anything further, please contact my office at 4-4984.

Enclosures





*Reflection*  
**COUNSELING CENTER**

202 Terminal Drive Suite 3  
Plainview, NY 11803  
516-576-3120—Fax 516-576-3446

Melanie Conway, LCSW, ADS  
Executive Director

1955

July 19, 2010

J. Montuori, Commissioner  
Suffolk County Department of Parks, Recreation  
And Conservation  
P.O. Box 144  
West Sayville, New York 11796

Dear Commissioner,

I am writing on behalf of Reflection Counseling Center. We are a substance abuse clinic and a 501(c) (3), non-profit organization dedicated to offering out-patient substance abuse treatment.

We are planning our first annual fund raising event at Blydenburgh County Park in Smithtown. We are trying to raise funds to further the attempts to STOP DRUNK DRIVING on Long Island by treatment and education regarding the problem.

Being a non-profit organization it would be a considerable hardship for our agency to pay for additional insurance for the event. I am requesting that general liability be waived for the day's event, making it possible for us to continue to offer this event to the community.

"To the extent permitted by law, we shall indemnify and hold harmless the County of Suffolk, its consultant (if any), employees, agents and other persons from and against all claims, costs, judgments, liens, encumbrances and expenses, including attorneys' fees, arising out of the acts or omissions or negligence of this organization, its officers, agents, servants or employees in connection with the services described.

Thank you for your consideration in this matter, I look forward to hearing from you.

Sincerely,  
*Melanie Conway*  
Melanie Conway  
*Executive Director*



*Reflection*  
**COUNSELING CENTER**

202 Terminal Drive Suite 3  
Plainview, NY 11803  
516-576-3120—Fax 516-576-3446

Melanie Conway, LCSW, ADS  
Executive Director

1955

May 11, 2010

Suffolk County Department of Parks, Recreation & Conservation  
P.O. Box 144  
West Sayville, N.Y. 11796  
Attention: Leslie Butler

Dear Ms. Butler:

Enclosed please find additional information needed to be included in our letter of intent.

Hours of event -	10:00 a.m. – 4:00 p.m.
9:00 a.m.	Vendors arrive at 9:00 a.m. to set up
10:00 a.m. – 11:00 a.m.	Registration for dog walk
11:00 a.m.	Band set up
11:00 a.m. – 12:00 p.m.	Dogs (in costume) on leash and Owners (not in costume) go on one (1) mile walk through the trails.
12:00 p.m.	Registration for Costume Contest
12:30 p.m.	Costume Contest
1:30 p.m. – 2:30 p.m.	Border Collie Frisbee Show
10:00 a.m. – 4:00 p.m.	Shopping at vendors tables.

The requested date for this special dog event is October 23, 2010. Our second choice would be October 16, 2010.

I would like to again thank you on behalf of the Board and the many families utilizing Reflection's counseling services.

Sincerely,

*Melanie Conway*

Melanie Conway LCSW  
Executive Director

West Sayville Administration  
 Montauk Highway  
 West Sayville, NY  
 (631) 854-4949

**Sales Receipt**

Transaction #: 35837  
 Date: 5/24/2010 Time: 11:17:45 AM  
 Cashier: Julia Register #: 3

Reference: Plainview Old Bethpage Youth Activities  
 check12953 fundraiser 2010 season Oct 23rd

Item	Description	Amount
SE_Fund	Fund Raisers	\$100.00
Sub Total		\$100.00
Total		\$100.00
Check Tendered		\$100.00
Change Due		\$0.00



Thank you.  
 We hope you'll come back soon!  
 West Sayville Administration  
<http://www.suffolkcountyny.gov/parks>

100.00

Suffolk County Parks  
 Date 5/10/2010 Type Bill Reference  
 Original Amt. 100.00 Balance Due 100.00 Discount 0.00 Payment 100.00  
 Check Amount 100.00

PLAINVIEW OLD BETHPAGE YOUTH ACTIVITIES COUNCIL

12953

MEMO

⑈012953⑈ ⑆026013673⑆ 7926099818⑈

*Julia C. Gentry*  
 AUTHORIZED SIGNATURE

PLAINVIEW OLD BETHPAGE  
 YOUTH ACTIVITIES COUNCIL  
 202 TERMINAL DRIVE  
 PLAINVIEW, NY 11803

TD BANK  
 America's Most Convenient Bank  
 1-1367-260

5/10/2010

PAY TO THE ORDER OF Suffolk County Parks

\$ \*\*100.00

One Hundred and 00/100\*\*\*\*\* DOLLARS

Security features. Details on back.

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

<p>1. Type of Legislation</p> <p>Resolution <u>X</u>      Local Law _____      Charter Law _____</p> <p style="text-align: right; font-size: 1.5em;">1955</p>		
<p>2. Title of Proposed Legislation</p> <p>AUTHORIZING USE OF BLYDENBURGH COUNTY PARK BY REFLECTION COUNSELING CENTER FOR ITS DOG WALK AND PICNIC FUNDRAISER</p>		
<p>3. Purpose of Proposed Legislation</p> <p>Authorize use of County Parkland for fundraising event.</p>		
<p>4. Will the Proposed Legislation Have a Fiscal Impact?      Yes <u>X</u>      No _____</p>		
<p>5. If the answer to item 4 is "yes", on what will it impact?      (circle appropriate category)</p> <p> <input type="checkbox"/> County      <input type="checkbox"/> Town      <input type="checkbox"/> Economic Impact  <input type="checkbox"/> Village      <input type="checkbox"/> School District      <input type="checkbox"/> Other (Specify):  <input type="checkbox"/> Library District      <input type="checkbox"/> Fire District         </p>		
<p>6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact</p> <p>There is a fee of \$100.00 collected by the County for use of the Park.</p>		
<p>7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.</p> <p>N/A</p>		
<p>8. Proposed Source of Funding</p> <p>N/A</p>		
<p>9. Timing Impact</p> <p>N/A</p>		
<p>10. Typed Name &amp; Title of Preparer</p> <p>Tom Malanga Intergovernmental Relations Coordinator Dept. of Parks, Recreation &amp; Conservation</p>	<p>11. Signature of Preparer</p> <p><i>Thomas J Malanga</i></p>	<p>12. Date</p> <p>9/1/2010</p>

1956  
Intro. Res. No. - 2010

Laid on Table

9/16/10

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2010, AUTHORIZING THE  
LEASE OF PREMISES UTILIZED BY THE SUFFOLK  
COUNTY SHERIFF'S DEPARTMENT**

**WHEREAS**, the Suffolk County Sheriff's Department has maintained a base of operations in Riverhead in Suffolk County for investigative purposes and is desirous of remaining in that area; and

**WHEREAS**, the County is desirous of entering into a Lease with the landlord, IB3 Enterprises, for 2,848 square feet of office space located at 400 West Main Street, Riverhead, NY; and

**WHEREAS**, the Sheriff's Department will utilize this facility for its operations and shall pay the associated rental costs; and

**WHEREAS**, the landlord and the County have agreed to terms for a five (5) year lease, with one (1) five-year extension option, which lease would commence on or about September 1, 2010; and

**WHEREAS**, the Space Management Steering Committee recommended the approval of this lease on June 10, 2010; and

**WHEREAS**, sufficient funds are included in the 2010 Operating Budget for lease payments to be made in connection with the premises; now, therefore, be it

**1<sup>ST</sup> 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

**2<sup>ND</sup> RESOLVED**, that the County Executive be and hereby is authorized to execute a five (5) year Lease in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed.

DATED:

---

County Executive of Suffolk County

Date of Approval:



**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
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>		\$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
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>		\$0.000

**COMBINED**

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

**NOTES:**

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- 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.

*Stephanie Rubino*  
*Chief Executive Analyst*  
*9/10/10*

AGREEMENT OF LEASE

between

IB3 Enterprises Inc.

as LANDLORD

and

COUNTY OF SUFFOLK

as TENANT

Date for Reference Purposes: August 31, 2010

Premises: 400 West Main Street, Suite 202, Riverhead, New York 11901

TABLE OF CONTENTS

	<u>Page</u>
SECTION 1: DESCRIPTION.....	4
SECTION 2: PURPOSE .....	4
SECTION 3: TERM.....	4
SECTION 4: RENT .....	5
SECTION 5: REAL ESTATE TAXES.....	6
SECTION 6: UTILITIES.....	8
SECTION 7: PARKING.....	8
SECTION 8: DELIVERY AND CONDITION .....	9
SECTION 9: INTENTIONALLY OMITTED.....	9
SECTION 10: INTENTIONALLY OMITTED.....	9
SECTION 11: PREVAILING WAGE.....	10
SECTION 12: LAWFUL HIRING OF EMPLOYEES LAW IN CONNECTION WITH CONTRACTS FOR CONTRSRUCTION OR FUTURE CONSTRUCTION .....	10
SECTION 13: INTENTIONALLY OMITTED.....	10
SECTION 14: INTENTIONALLY OMITTED.....	10
SECTION 15: INTENTIONALLY OMITTED.....	10
SECTION 16: EFFECT OF ACCEPTANCE AND OCCUPANCY .....	10
SECTION 17: CARE AND REPAIR OF DEMISED PREMISES BY TENANT .....	11
SECTION 18: ALTERATIONS .....	11
SECTION 19: CARE OF DEMISED PREMISES BY LANDLORD.....	11
SECTION 20: INSURANCE.....	13
SECTION 21: INDEMNIFICATION.....	14
SECTION 22: FIRE AND CASUALTY DAMAGE.....	14
SECTION 23: AIR QUALITY .....	15

SECTION 24: NEGATIVE COVENANTS ..... 15

SECTION 25: LANDLORD'S DEFAULT REMEDIES/DAMAGES ..... 16

SECTION 26: TENANT'S DEFAULT REMEDIES/DAMAGES ..... 17

SECTION 27: LANDLORD'S RIGHT TO INSPECT AND REPAIR; ACCESS  
 GENERALLY ..... 19

SECTION 28: SURRENDER OF DEMISED PREMISES; HOLDOVER ..... 19

SECTION 29: NOTICES ..... 20

SECTION 30: SUBORDINATION, NONDISTURBANCE AND ATTORNMENT ..... 21

SECTION 31: ASSIGNMENT AND SUBLETTING ..... 22

SECTION 32: LANDLORD'S RIGHT TO SHOW DEMISED PREMISES ..... 22

SECTION 33: EMINENT DOMAIN ..... 22

SECTION 34: ENVIRONMENTAL RESPONSIBILITIES ..... 23

SECTION 35: [INTENTIONALLY OMITTED] ..... 24

SECTION 36: QUIET ENJOYMENT ..... 24

SECTION 37: NO IMPLIED WAIVER ..... 24

SECTION 38: SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS ..... 24

SECTION 39: ADDITIONAL DISCLOSURE REQUIREMENTS ..... 24

SECTION 40: COOPERATION ON CLAIMS ..... 25

SECTION 41: MISCELLANEOUS ..... 25

SECTION 42: NOT A CO-PARTNERSHIP ..... 26

SECTION 43: BROKER ..... 26

SECTION 44: CERTIFICATION ..... 26

SECTION 45: NOT IN DEFAULT ..... 26

SECTION 46: GOVERNING LAW ..... 26

SECTION 47: WAIVER OF TRIAL BY JURY ..... 26

SECTION 48: DISPOSITION OF PREMISES ..... 27

**R-1057**

SECTION 49 SUCCESSORS BOUND..... 27

SECTION 50: TENANT REPRESENTATIVES ..... 27

SECTION 51: INDEPENDENT CONTRACTOR..... 27

SECTION 52: EXECUTION BY LANDLORD ..... 27

SECTION 53: SUFFOLK COUNTY LAWS ..... 28

SECTION 54: APPROPRIATION OF FUNDS ..... 28

SECTION 55: IDENTIFICATION NUMBER..... 29

SECTION 56: PARAGRAPH HEADINGS ..... 29

SECTION 57: SEVERABILITY ..... 29

SECTION 58: ENTIRE AGREEMENT ..... 29

SECTION 59: NO ORAL CHANGES ..... 29

SECTION 60: INTERPRETATION..... 29

Exhibits:

A - Floor Plan

B - Landlord - Tenant Responsibilities

C - Legislative Requirements

**AGREEMENT OF LEASE**

**THIS AGREEMENT OF LEASE** (“Lease”) made as of the \_\_\_ day of \_\_\_\_\_, 2010, between IB3 Enterprises Inc., with an address at 185 Old Country Road, Suite 5, Riverhead, NY 11901, (“LANDLORD”), and the COUNTY OF SUFFOLK, a municipal corporation with an address at County Center, Riverhead, New York 11901 (“TENANT” or “County”), acting through its duly constituted Department of Public Works (“Department”), located at 335 Yaphank Avenue, Yaphank, New York 11980.

**W I T N E S S E T H:**

**SECTION 1.           DESCRIPTION**

*Section 1.01* In consideration of and subject to the terms, covenants, agreements, provisions, conditions, and limitations set forth in this Lease, LANDLORD hereby agrees to lease to TENANT office space identified as 400 West Main Street, Suite 202, Riverhead, New York containing approximately 2,848 square feet of building space and related common areas, facilities, improvements, and permanent installations constructed and installed or to be constructed and installed therein, thereon, or hereunder in accordance with this Lease, as shown on the Floor Plan attached hereto as **Exhibit A**, (referred to hereinafter as the “Demised Premises”) and further identified as a portion of:

<u>S.C. Tax Map No.</u>	<u>Dist.</u>	<u>Sect.</u>	<u>Blk</u>	<u>Lot</u>
	600	128	2	15

**SECTION 2.           PURPOSE**

*Section 2.01* The parties acknowledge that TENANT is a municipal corporation and is entering into and executing this Lease by virtue of the approval of the Space Management Steering Committee on June 10<sup>th</sup>, 2010, for the use of the Demised Premises by the Sheriff’s Department, IAD. TENANT acknowledges and agrees to use the Demised Premises as specified herein.

*Section 2.02* LANDLORD warrants that it holds such title to or other interest in the Demised Premises and other property as is necessary to give and fully provide the TENANT with access to the Demised Premises and full use and enjoyment thereof in accordance with the provisions of this Lease.

*Section 2.03* LANDLORD warrants that the intended use of the Demised Premises is a permitted use under LANDLORD’s title to the Demised Premises and that LANDLORD knows of no covenant, restriction, or other agreement which would prevent such use or occupancy. LANDLORD further certifies that no covenants, restrictions, or other impediments to title have been added since the date of the issuance of the title insurance policy.

**SECTION 3.           TERM**

*Section 3.01* The term of this Lease shall commence on or about September 1, 2010, as of the date of occupancy by TENANT (the “Commencement Date”) and shall expire five (5) years later on August 31, 2015 (the “Expiration Date”), or on such earlier date as this Lease may terminate

or expire as provided for herein; provided, however, that if such date does not fall on a “Business Day” defined below, then this Lease shall end on the next Business Day.

For the purposes of this Lease and all agreements supplemented to this Lease, the term “Business Day” means any day except a Saturday, a Sunday, or any day on which commercial banks are required or authorized to close in Suffolk County, New York.

*Section 3.02* TENANT, provided it is not in default of any of the terms of this Lease, shall have the option to renew this Lease for one additional five (5) year period, commencing upon the expiration of the initial term (“**Option**”). Said Option shall be exercised upon TENANT notifying LANDLORD prior to the expiration of the then current term of its intention to exercise the Option. All of the terms and conditions of this Lease shall apply to the Option.

**SECTION 4.        RENT**

*Section 4.01* “Annual Rent” for the Premises for the first year of the Term shall be \$48,416.00, beginning on the Commencement Date. Annual Rent shall include all expenses of the Demised Premises including, but not limited to, base year taxes, insurance, maintenance, and common area charges.

*Section 4.02* Commencing on the first anniversary date of the Commencement Date, and on each anniversary date thereafter, Annual Rent shall increase by 3% over the Annual Rent in the preceding year. Annual Rent for the Term of the Lease (and Option period, if exercised), unless terminated earlier, shall be as follows:

<u>Annual Base Rent for the Premises</u>			
Year 1	\$48,416.00	Year 6	\$56,127.00
Year 2	\$49,868.00	Year 7	\$57,811.00
Year 3	\$51,365.00	Year 8	\$59,546.00
Year 4	\$52,905.00	Year 9	\$61,332.00
Year 5	\$54,493.00	Year 10	\$63,172.00

*Section 4.03* Annual Rent for the Demised Premises shall be payable by TENANT to LANDLORD, at LANDLORD’s address first set forth above, or at such other place designated by LANDLORD in writing, in equal monthly installments, in advance, on the first day of each calendar month during the Term, except, however, the first monthly payment shall be payable within thirty (30) days of TENANT’s receipt of a signed voucher, in accordance with *Section 4.04* below. Partial months shall be prorated.

*Section 4.04* The Commencement Date set forth at *Section 3.01* shall be the operative determinant for annual rent escalations without regard or reference to the date of TENANT’s taking of actual possession and/or occupancy.

*Section 4.05* LANDLORD recognizes that TENANT is a municipal corporation whose financial obligations are strictly regulated by statute. The duly constituted rules, regulations, and proceedings of said municipality require that the payment of Total Annual Rent shall only be

made in accordance with such statutes. As part of said procedures, it is necessary that LANDLORD submit vouchers provided by TENANT for the payment of Total Annual Rent hereinabove provided, and any other reasonable documentation as may be required by TENANT for payment of Expenses, as defined in *Section 4.06*, or other charges under the terms of this Lease. LANDLORD hereby agrees to submit such vouchers and all reasonable documentation of Expenses or other charges timely and as may be reasonably requested by TENANT's Department of Audit and Control within one hundred eighty (180) days following the end of the calendar year in which such cost or expense relating to the request for payment was incurred. TENANT agrees to deliver vouchers to LANDLORD at least ten (10) Business Days after a request from LANDLORD for a voucher(s) to be submitted for payment of an Expense. Failure to submit the vouchers within one hundred and eighty (180) days following the end of the calendar year in which such cost or expense was incurred shall constitute grounds for the TENANT to deny payment for the same. If TENANT fails to deliver the vouchers as required hereunder, then LANDLORD shall not be required to submit the undelivered vouchers as a condition to its right to receive any payment to which such voucher relates, and the failure of LANDLORD to submit such undelivered voucher to TENANT shall not prevent or constitute a condition to LANDLORD's ability to exercise its rights pursuant to **Section 25**. Once completed by LANDLORD, LANDLORD shall submit the vouchers to TENANT. By submitting completed vouchers for Annual Rent, LANDLORD shall have satisfied its obligation to request payment of Annual Rent hereunder for the entire calendar year.

*Section 4.06* Any sums, charges, fees, expenses, or amounts to be paid by TENANT pursuant to the provisions of this Lease, other than Annual Rent, shall be designated as and deemed to be "Expense(s)" and shall be payable by TENANT to LANDLORD, as additional rent, within sixty (60) days after LANDLORD gives TENANT written notice that such payment is due, together with a voucher, and any supporting documentation reasonably required by TENANT, for the amount of such Expense, unless otherwise provided in this Lease. LANDLORD shall have the same rights and remedies upon TENANT's failure to pay Expense as for the non-payment of the Annual Rent and TENANT's obligations to make adjustments of Expenses referred to in this Lease, shall survive any expiration or termination of this Lease.

*Section 4.07* Acceptance of rent from other than named TENANT shall in no event be deemed the acceptance and acquiescence to any assignment or subletting of the Demised Premises in whole or in part. No payment by TENANT or receipt by LANDLORD of an amount less than the monthly rent then due, including additional rent, shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement or extraneous matter on any check or in any letter accompanying such payment of rent affect the terms of this Lease or be deemed an accord and satisfaction, and LANDLORD may accept such payment without prejudice to any of its rights.

## **SECTION 5. REAL ESTATE TAXES**

*Section 5.01* LANDLORD shall pay all Real Estate Taxes, as defined below, during the entire Term of this Lease. TENANT agrees to pay, as an Expense, its "Proportionate Share" of any increase in Real Estate Taxes levied upon the building and land of which the Demised Premises form a part over "Base Year Taxes". For purposes of this Lease, "Proportionate Share" means 7% of that portion of a tax increase over and above "Base Year Taxes". The term "Base Year Taxes" means Real Estate Taxes assessed for the tax year December 1, 2009 through November 31, 2010. The term "Real Estate Taxes" shall mean and be deemed to include all real property taxes, assessments, county taxes, transit taxes, or any other governmental charge of a similar nature whether general, special, ordinary, or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, including without limitation, assessments for public improvements or benefits. If,

due to a change in the method of taxation, any franchise, income, profit, sales, rental, use and occupancy, or other tax shall be substituted for or levied against the LANDLORD or any owner of the building and/or the land in lieu of Real Estate Taxes hereinabove defined, upon or with respect to the building or the land, such tax shall be included in the term "Real Estate Taxes". Nothing contained herein shall be construed to include as "Real Estate Taxes" any inheritance, estate, succession, transfer, gift franchise, corporation, income or profit tax, or capital levy that is or may be imposed upon LANDLORD.

*Section 5.02* Any and all demands by LANDLORD to the TENANT for reimbursement by the TENANT of the increase in "Real Estate Taxes" shall be submitted to the TENANT within one hundred eighty (180) days of the receipted tax bill. Failure to timely submit the receipted tax bill shall result in forfeiture of the right to reimbursement described under this paragraph heading. LANDLORD shall not be penalized nor shall TENANT be subject to any forfeiture of Expenses if LANDLORD's receipt of any paid bill for taxes or special assessments is delayed for reasons beyond LANDLORD's control.

*Section 5.03* TENANT shall not be responsible to pay interest on any unpaid installment due to a late payment of any Real Estate Taxes by LANDLORD, which may hereafter be levied, imposed, or assessed against or upon the building and/or the land upon which the Demised Premises are located.

*Section 5.04* Any Real Estate Taxes relating to a fiscal period of the taxing authority, a part of which period is included within the Term and a part of which is included in a period of time either before the Commencement Date or after the Expiration Date, shall be adjusted between LANDLORD and TENANT so that TENANT shall pay only that portion of such Real Estate Taxes allocable to the portion of such fiscal period which coincides with the Term, and LANDLORD shall pay the remainder thereof.

*Section 5.05* TENANT, at its own cost and expense, upon not less than thirty (30) days prior written notice to LANDLORD, and provided LANDLORD has not already done so, shall have the right, but not the obligation, to contest or review by legal proceedings, any Real Estate Taxes imposed upon or against the Premises. In the event that such Real Estate Taxes assessments, water rates, or other charges shall, as a result of such proceedings, whether instituted by LANDLORD, its proxy, or TENANT, be reduced, cancelled, set aside or to any extent discharged, TENANT shall pay its share of the amount that shall be finally assessed or imposed against the Demised Premises or be adjudicated to be due and payable on such disputed or contested claims, and shall receive any refund on such charges previously paid by TENANT. In the event LANDLORD brings such legal proceedings, any amount refunded to TENANT may be reduced by the actual and customary costs and expenses incurred by LANDLORD in instituting the successful proceeding.

*Section 5.06* In the event that TENANT or LANDLORD shall protest or contest any Real Estate Taxes, the contesting party shall provide the other with copies of any application, petition or other papers and pleadings related to such protest or contest. The non-contesting party, at its own cost and expense, may retain co-counsel, attend all hearings and proceedings, present evidence and arguments, and generally participate in any such protest or contest of Real Estate Taxes. In the event either LANDLORD or TENANT shall protest or contest any Real Estate Taxes, the other shall cooperate with all reasonable requests of the party initiating the protest or contest with regard to the prosecution of the protest or contest.

*Section 5.07* TENANT and LANDLORD agree that should LANDLORD make additions or alterations to the completed building of which the Demised Premises are a part, in either case for its own use or for the use of the tenant occupants, that TENANT herein shall pay only its proportionate share of the Real Estate Taxes, proportionate share being defined as the percentage calculated by dividing the total square feet of the floor area leased to the TENANT by the total number of square feet floor area of all the improvements on the tax lot. Moreover, if alterations or improvements are made which increase the Real Property Tax assessment, but which do not benefit the TENANT, the calculation of the TENANT's Proportionate Share shall exclude any and all increases attributable to such additional assessment and future escalations of such amount. Tax bills or photocopies thereof rendered by the taxing authorities shall be sufficient evidence of the amount of the tax levy.

## **SECTION 6. UTILITIES**

*Section 6.01* Provided the TENANT is not in default under any of the covenants of this Lease, LANDLORD shall provide during "Working Hours" (Monday through Friday from 8:00 a.m. to 6:00 p.m. and Saturdays from 8:00 a.m. to 1:00 p.m., holidays excepted: (a) necessary elevator facilities; (b) heat to the Demised Premises when and as required by law; (c) water for ordinary lavatory purposes; and (d) air conditioning/cooling at reasonable temperatures, pressures and degrees of humidity and in reasonable volumes and velocities at suitable locations will be furnish during Working Hours when it may be required for the comfortable use and occupancy of the Demised Premises by the TENANT, (e) electricity to the Demised Premises

*Section 6.02* All costs, fees, and charges for public or private utility services for the Premises during the Term (i.e., water, gas and electric), together with any taxes thereon, shall be a TENANT charge and shall be paid by TENANT directly to the applicable utility company. Any utility connections required to be made following the Commencement Date shall be a TENANT charge. Other services shall be paid as indicated on the "Landlord-Tenant Responsibilities Sheet" annexed as **Exhibit B**.

*Section 6.03* In the event oil or propane is used to heat the facility, an adjustment shall be made both at the commencement and termination of this Lease for any fuel in tank at the time, as the case may be.

## **SECTION 7. PARKING**

*Section 7.01* During the term of this Lease, LESSOR shall provide unobstructed, paved parking spaces contiguous to the subject building and under the control of LANDLORD, which parking spaces shall be in compliance with all requirements of any "Governmental Authority" in connection with the issuance of all permits and approvals necessary to effect Delivery.

For purposes of the Lease, "Governmental Authority" means the United States of America, the State of New York, the County of Suffolk, and any other city, state, municipality, village, county, town, department, board, or instrumentality of any and/or all of the foregoing, or any quasi-governmental authority, now existing or hereafter created, and any officer thereof, having jurisdiction over the Building.

**SECTION 8.                    DELIVERY AND CONDITION**

*Section 8.01*      LANDLORD represents that the Demised Premises shall be constructed, reconstructed, and/or renovated in a good and workmanlike manner in accordance with the appropriate town or village building code for which a permit and necessary Certificate of occupancy and/or Use shall be delivered, a copy of which shall be provided the TENANT.

*Section 8.02*      LANDLORD agrees that the Demised Premises and any construction, reconstruction, or renovation of the Demised Premises shall comply with the standards for new construction set forth by 28 C.F.R. Part 36, including Appendix A, the Americans with Disability Act Accessibility Guideline (ADAAG), and any local and state codes. If the standards and guidelines conflict, the more stringent code requirements shall be followed. It is further agreed that the heating, ventilating, and air conditions systems in the Demised Premises shall conform to the American Society of heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) standards.

*Section 8.03*      The Demised Premises, as a whole, shall be delivered to TENANT rodent, vermin, and insect free and further, during the Term of this Lease, LANDLORD, shall provide preventative, and any and all necessary exterminating, fumigating, or treatment for a rodent, vermin or insect infestation reported by the TENANT, or discovered by LANDLORD; such extermination, fumigation, or treatment to be performed only by a New York State Environmental Conservation certified applicator subject to the provisions of Chapter 380 of the Suffolk County Code.

*Section 8.04*      LANDLORD shall cure "Latent Defects," defined below, within sixty (60) days of the receipt of a letter from TENANT identifying, in writing, the Latent Defects; provided, however, that such sixty-day (60) period shall be extended to the extent of any delays in LANDLORD's completion thereof due to or resulting from: (a) TENANT Delay; (b) Excusable Delays; and/or (c) such items of a special, custom or particular nature requiring special, extraordinary or non-customary fabrication, purchasing, ordering, procurement, assembly, or installation. Notwithstanding anything to the contrary contained in this *Section 8.04*, LANDLORD shall not be required to cure any Latent Defects not identified by TENANT, in writing, within one (1) year after the Commencement Date.

For purposes of this Lease, the term "Latent Defects" means defects in the construction of the Demised Premises which TENANT could not reasonably be expected to discover in its reasonable inspection of the Demised Premises in connection with the Delivery.

For the purposes of this Lease, the term "Legal Requirements" means laws, statutes, and ordinances (including building codes and zoning regulations and ordinances) and the orders, rules, regulations, directives, and requirements of all federal, state, county, city, and borough departments, bureaus, boards, agencies, offices, commissions, and other subdivisions thereof, or of any official thereof, or of any other governmental, public or quasi-public authority, whether now or hereafter in force, and all requirements, obligations and conditions of all instruments of record which may be applicable to the Demised Premises or any part thereof or the sidewalks, curbs, or areas adjacent thereto.

**SECTION 9.                    [INTENTIONALLY OMITTED]**

**SECTION 10.                [INTENTIONALLY OMITTED]**

**SECTION 11. PREVAILING WAGE**

*Section 11.01* Any construction or reconstruction of the Demised Premises constitutes a public works contract under Article 8 of the Labor Law. LANDLORD acknowledges and agrees to comply with the prevailing wage requirements in connection with any construction or reconstruction of the Demised Premises.

*Section 11.02* No person performing, aiding in, or assisting in construction or reconstruction of the Demised Premises shall be paid less than the said prevailing rates as defined and utilized under Section 220 of the Labor Law. Any person or corporation that willfully pays, after entering into a contract, less than this established wage schedule shall be guilty of an offense punishable by a fine or by imprisonment or both.

*Section 11.03* LANDLORD is advised to fully familiarize itself with all applicable provisions of the New York State Labor Law and more specifically, Article 8, Public Work. It is the responsibility of the LANDLORD to provide each of its contractors/subcontractors with the prevailing wage rate schedule. The prime contractor is responsible for any underpayments of prevailing wages or supplements by its contractors/subcontracts.

**SECTION 12. LAWFUL HIRING OF EMPLOYEES LAW IN CONNECTION WITH CONTRACTS FOR CONSTRUCTION OR FUTURE CONSTRUCTION**

*Section 9.01* This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in Exhibit C entitled "Suffolk County Legislative Requirements." In accordance with this law, LANDLORD and any subcontractor or owner, as the case may be, agrees to maintain the documentation mandated to be kept by this law on the construction site at all times. LANDLORD and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the construction site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the construction site during such working hours.

**SECTION 13. [INTENTIONALLY OMITTED]**

**SECTION 14. [INTENTIONALLY OMITTED]**

**SECTION 15. [INTENTIONALL OMITTED]**

**SECTION 16. EFFECT OF ACCEPTANCE AND OCCUPANCY**

*Section 16.01* Neither the TENANT's acceptance of the Demised Premises for occupancy, nor the TENANT's occupancy thereof, shall be construed either as a waiver of any requirement of or right of the TENANT under this Lease, or as otherwise prejudicing the TENANT with respect to any such requirement or right.

**SECTION 17. CARE AND REPAIR OF DEMISED PREMISES BY TENANT**

*Section 17.01* During the Term of this Lease, and subject to the provisions of **Section 19**, TENANT shall make and be responsible for, at TENANT's sole cost and expense, all repairs and replacements relating to the Demised Premises which are not caused by or due to a Latent Defect, and in accordance with the **Exhibit B**, and those repairs and/or replacements which are made necessary by: (1) the performance of any "Alterations," defined in *Section 18.01*, made by TENANT; (2) the negligent use or operation of TENANT's property or fixtures; (3) the moving of TENANT's property or fixtures in, out or about the Demised Premises; (4) the negligence or misuse of the Demised Premises by TENANT or its officers, employees, personnel, agents, representatives, contractors, subcontractors, or invitees. All repairs made by or on behalf of TENANT shall be at least equal in quality and design to the original construction of the Demised Premises.

**SECTION 18. ALTERATIONS**

*Section 18.01* TENANT shall have the right, during the term of this Lease, to make any "Alterations," meaning any alterations, installations, improvements, additions, or renovations to the Demised Premises or any part or portion thereof, with the prior consent of the LANDLORD, which are non-structural and do not affect interior and exterior walls, the foundation or roof of the building and which do not affect or pertain to any plumbing, electrical, heating, ventilation, air-conditioning, mechanical, vertical transport, or other systems and equipment (collectively "Building Systems"). TENANT shall not make Alterations that are structural or affect the interior and exterior walls, foundation or roof of the building, or affect or pertain to any Building Systems.

TENANT shall deliver to LANDLORD a copy of the final plans and specifications showing the actual construction for all Alterations. LANDLORD shall have the right, but not the obligation, to review and supervise any Alterations performed at the Demised Premises.

*Section 18.02* All Alterations, excluding TENANT's trade fixtures, moveable office furniture, and moveable equipment, installed in the Demised Premises, either by TENANT or by LANDLORD on TENANT's behalf, shall become the property of LANDLORD and shall remain upon and be surrendered with the Demised Premises upon the expiration or earlier termination of the Lease. In the event this lease terminates prior to the expiration date, TENANT acknowledges and agrees that, upon the request of LANDLORD, TENANT shall remove exposed telephone, data and computer wiring and cabling to the ceiling and/or walls, at its sole expense. Nothing in this **Section 18** shall be construed to give LANDLORD title to, or to authorize LANDLORD to prevent TENANT's removal of trade fixtures, moveable office furniture and equipment, generators, etc.

**SECTION 19. CARE OF DEMISED PREMISES BY LANDLORD**

*Section 19.01* The Demised Premises, as a whole, shall be properly constructed and will be delivered to the TENANT in good condition. Except in case of damage arising out of the willful act or negligence of TENANT, its officers, employees, agents, or invitees, subject to the provisions of **Section 17**, LANDLORD shall maintain and promptly repair the Demised Premises, including the building, Building Systems and all equipment, fixtures, and appurtenances furnished by the LANDLORD under this Lease, to keep same in good repair and

condition, and in accordance with general industry practice in the operation of such a building, so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, water, access and other things to the Demised Premises, without reasonably preventable or recurring disruption, as is required for the TENANT's access to, occupancy, possession, use and enjoyment of the Demised Premises as provided in this Lease, at LANDLORD's sole cost and expense. It is hereby understood and agreed that the heating and air conditioning systems will be kept under a uniform and systematic program of service and repair as prescribed according to manufacturer specifications, solely at LANDLORD's expense. If any existing heating and air conditioning systems are inadequate to provide a consistent degree of comfort, LANDLORD shall, at its own expense, replace or modify the system to assure consistent comfortable temperatures.

*Section 19.02* LANDLORD, at LANDLORD'S sole cost and expense, shall comply with all applicable statutes, laws, ordinances, orders, regulations and notices of Federal, State, County and Municipal authorities, and with all directions, pursuant to law, of all public officers, which shall impose any duty upon LANDLORD with respect to the Demised Premises or the use or occupation thereof, except that LANDLORD shall not be required to make any alterations in order so to comply in the event such alterations are necessitated or occasioned, in whole or in part, by the negligent acts or gross omissions of TENANT or any person claiming through or under TENANT or any of their servants, employees, contractors, agents, visitors or licensees, or by the particular use or manner of use of the Demised Premises TENANT, or any such person.

*Section 19.03* LANDLORD shall have a building superintendent or a locally designated representative available to promptly correct deficiencies and keep the TENANT notified of the name of that person or persons as well as with all contact information including telephone numbers, fax number and e-mail address.

*Section 19.04* In addition to the LANDLORD's obligations under *Sections 19.01 and 19.02*, and subject to the provisions of **Section 17**, LANDLORD shall further make all necessary repairs, replacements and perform maintenance, at no additional cost to TENANT, as follows:

- (i) to the exterior water, gas and electrical services, including drainage structures, cesspools, septic tanks and all connecting piping; it being specifically understood that in no event shall LANDLORD be liable for failure of any service provided by an independent utility provider;
- (ii) made necessary by fire or other peril covered by the standard extended coverage endorsement on fire insurance or by reason of war, wind, or Acts of God, contents excepted;
- (iii) landscaping and general maintenance of landscaped areas of the Building;
- (iv) snow removal on all parking lots and walkways of the Building;
- (v) building maintenance; and
- (vi) to all items designated as LANDLORD responsibility as shown in **Exhibit C**.

*Section 19.05* TENANT shall give to LANDLORD prompt written notice (notice by fax or e-mail being acceptable) of any accidents, damage, or defects in the roof, the exterior of the building, plumbing, electrical service, electrical lights, HVAC apparatus, or any other building system. Absent misconduct by the TENANT, these defects shall be remedied by LANDLORD.

*Section 19.06* LANDLORD agrees, at its sole cost and expense, to perform all necessary maintenance, repairs, and replacements to the Demised Premises caused by the negligence or

willful misconduct of LANDLORD, and LANDLORD's employees, agents, contractors, and subcontractors. TENANT shall notify LANDLORD of the need for any such repair or replacement promptly after TENANT becomes aware of the need for the same.

*Section 19.07* LANDLORD shall provide timely maintenance testing and inspection of all Demised Premises and building equipment and systems in accordance with applicable codes, and inspection certificates must be displayed as required by law.,

## **SECTION 20. INSURANCE**

*Section 20.01* TENANT shall procure and keep in full force and effect at its own cost and expense liability insurance in which policy LANDLORD or, in the event TENANT is requested in writing by LANDLORD, LANDLORD's Mortgagee, or their successors or assigns, shall be named as an additional insured in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and One Million Dollars (\$1,000,000.00) per occurrence for property damage, and shall furnish LANDLORD with proof of same. This insurance is to be excess over any other valid and collectible insurance except insurance that is written specifically as excess over the limits of liability that apply to this policy.

*Section 20.02* In the event that a lease is for less than 100% of the building, the TENANT shall only provide liability insurance, naming the landlord as an additional insured, for the area which it leases. The LANDLORD is required to provide liability insurance, naming the TENANT as an additional insured, for all common areas or any other areas of the building not leased to the TENANT, including all exterior areas of the Demised Premises such as parking areas and walkways, regardless of whether the areas are designated for the TENANT's use including contractual liability coverage, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and One Million Dollars (\$1,000,000.00) per occurrence for property damage.

*Section 20.03* Notwithstanding the foregoing, TENANT, at its sole option, subject to TENANT being in full compliance with all applicable New York State, local and federal regulations regarding TENANT's self-insurance program and subject to TENANT's satisfying the Self-Insurance Standard, may elect to be either partially or totally self-insured and thereby assume responsibility for that portion of the liability insurance for which it is insured. In this case, TENANT must notify LANDLORD of its self-insured status by a signed writing. This self-insurance is to be excess over any other valid and collectible insurance.

*Section 20.04* All risk of loss from fire or any other peril causing damage or destruction to the Premises or any other real or personal property of LANDLORD during the Term shall be borne by LANDLORD. Any property insurance policy(s) obtained by LANDLORD to cover this exposure shall contain a Waiver of Subrogation against TENANT. Prior to the Commencement Date, LANDLORD must submit to TENANT a current certificate of insurance indicating that such waiver is in full force. The risk of loss from any peril to the personal property, furniture, fixtures, equipment of TENANT located on the Demised Premises shall be borne by TENANT, and TENANT waives any right of subrogation against LANDLORD with respect to such losses.

*Section 20.05* LANDLORD shall indemnify and hold harmless the TENANT from and against all claims, costs (including attorneys' fees), losses, and liabilities of whatsoever nature arising out of the acts or omissions or negligence of LANDLORD, its officers, agents, servants or employees in connection with the building and property of which the Demised Premises forms a part, and LANDLORD's obligations under the First Extension.

*Section 20.06* In the event the property is transferred by LANDLORD, the transferee shall immediately provide the Department with the required proof of insurance in accordance with this **Section 20**.

**SECTION 21. INDEMNIFICATION**

*Section 21.01* LANDLORD shall protect, indemnify and hold harmless TENANT and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts, omissions, or the negligence of LANDLORD, its officers, agents, servants, employees, contractors or subcontracts in connection with the Demised Premises and its obligations under the Lease; provided, however, that LANDLORD shall not indemnify for that portion of any claim, loss or damage arising under this Lease due to the negligent act or failure to act of the TENANT. LANDLORD shall defend TENANT and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts, omissions, or negligence of LANDLORD, its officers, officials, employees, subcontractors or agents, if any, in connection with the Demised Premises and LANDLORD's obligations under the Lease.

*Section 21.02* To the extent permitted by law, TENANT shall indemnify LANDLORD, its agents, and employees from and against all claims (except for claims brought by Suffolk TENANT Employees under Workers' Compensation Laws), costs (including attorneys' fees), losses, and liabilities of whatsoever nature arising out of the intentional acts, omissions or negligence of the TENANT, its officers, agents, servants, invitees, contractors, licensees or employees.

**SECTION 22. FIRE AND CASUALTY DAMAGE**

*Section 22.01* If either the entire Demised Premises or more than 50% of the Demised Premises is destroyed by fire or other casualty, and cannot be fully restored within one (1) year, this Lease will immediately terminate. In case of partial destruction or damage in an amount less than 50% of the Demised Premises, so as to render the entire Demised Premises untenable, as reasonably determined by either LANDLORD or the TENANT, and LANDLORD is unable to guarantee the full restoration of the Demised Premises within six (6) months from the date of such partial destruction or damage, either party may terminate the Lease by giving written notice to the other party within sixty (60) calendar days of the fire or other casualty; if so terminated, no rent will accrue to the LANDLORD after such partial destruction or damage;

*Section 22.02* As long as the TENANT is deprived of the use of any or all of the Demised Premises on account of fire or casualty, Total Annual Rent shall be abated in proportion to the usable area of the Demised Premises that are rendered substantially unfit for occupancy by such fire or casualty, unless, in the TENANT's sole judgment, such fire or casualty renders the undamaged part of the Demised Premises materially unsuitable for use by the TENANT for the uses contemplated by this Lease, in which event the Total Annual Rent shall be abated entirely during such period of deprivation.

*Section 22.03* Unless LANDLORD or TENANT shall serve a termination notice as provided for in *Sections 22.01*, LANDLORD shall work diligently to make all repairs and restorations to the Demised Premises, with all reasonable expedition, subject to delays due to adjustment of

insurance claims and Excusable Delays. After any such casualty, TENANT shall cooperate with LANDLORD's restoration by removing from the Demised Premises as promptly as reasonably possible any of TENANT's salvageable inventory and movable equipment, furniture, and other property as requested by LANDLORD.

*Section 22.04* The parties agree that this **Section 22** constitutes an express agreement governing any case of damage or destruction of the Demised Premises by fire or other casualty, and that Section 227 of the Real Property Law of the State of New York, which provides for such contingency in the absence of an express agreement, and any other law of like import now or hereafter in force shall have no applicability.

**SECTION 23.            AIR QUALITY**

*Section 23.01* The interior of the Demised Premises shall at all times maintain and meet Air Quality Standards suitable for and comparable to commercial office buildings, of similar age and construction type, in the Riverhead area. TENANT may provide, at its own cost, a written report by an outside independent consultant specializing in air quality analysis, notifying LANDLORD that the air quality in the interior Demised Premises is materially adversely affected by specifically found and identified mold or other air contaminants to levels significantly above those identified as normal for a commercial office building as described above. LANDLORD shall take prompt action to cure or otherwise remedy the condition at LANDLORD's sole cost and expense. Notwithstanding the foregoing, any condition caused by TENANT's use or occupancy of the Demised Premises may be cured or otherwise remedied by LANDLORD, at TENANT's sole cost and expense.

*Section 23.02* Where LANDLORD has cured an Air Quality condition at the request of TENANT, LANDLORD shall also be required to provide a written report to TENANT, at LANDLORD's sole cost and expense (unless such Air Quality condition was caused by TENANT, in which case such report shall be provided at TENANT's sole cost and expense), provided by an outside consultant specializing in Air Quality analysis, reasonably acceptable to the Department, indicating that the condition has been cured and that the Air Quality is suitable for the use intended.

*Section 23.03* LANDLORD shall not be required to cure any condition if such condition is caused by the acts or inactions of the TENANT, its invitees, employees, and/or agents.

**SECTION 24.            NEGATIVE COVENANTS**

*Section 24.01* TENANT shall not use, occupy, maintain, or operate the Demised Premises, nor suffer or permit the Demised Premises or any part thereof to be used, occupied, maintained, or operated, nor bring into or keep at the Demised Premises, nor suffer or permit anything to be brought into or kept therein, which would in any way (a) violate any term, covenant, or condition of this Lease, (b) violate any restrictive covenant, operating covenant, encumbrance, or easement affecting the Demised Premises, (c) violate any Legal Requirements, (d) make void or voidable any insurance policy then in force with respect to the Demised Premises or make any such insurance unobtainable or increase the rate of any insurance with respect to the Demised Premises, (e) cause physical damage to the Demised Premises or any part thereof, (f) permit the excess accumulation of waste or refuse matter, or (g) constitute a public or private nuisance.

*Section 24.02* TENANT shall not place a load upon any floor or roof of the Demised Premises that exceeds the floor/roof load per square foot that such floor/roof was designed to carry or which is allowed by Legal Requirements.

**SECTION 25. LANDLORD'S DEFAULT REMEDIES/DAMAGES**

*Section 25.01* Upon the occurrence, at any time prior to, or during the Term of the Lease, in addition to any other remedy available to LANDLORD at law or in equity, of any one or more of the following events (referred to as "Events of Default"):

- (i) if TENANT shall default in the payment when due of any installment of Annual Base Rent, and any such default continues for ten (10) Business Days, except for January of each calendar year, then if such default in January continues beyond ten (10) Business Days, after LANDLORD shall give TENANT a written notice specifying such default; or
- (ii) if TENANT defaults in the keeping, observance or performance of any covenant or agreement (other than a default of the character referred to in (i) above), and if such default continues and is not cured within thirty (30) days after LANDLORD gives TENANT written notice specifying same, or, in the case of a default which for causes beyond TENANT's reasonable control cannot, with reasonable diligence be cured within such period of thirty (30) days, if TENANT shall not immediately upon the giving of such written notice, (a) advise LANDLORD of TENANT's intention duly to institute all steps necessary to cure such default and (b) institute and thereafter diligently prosecute to completion all steps necessary to cure the same;

the following Sections shall apply and LANDLORD shall have the rights and remedies set forth herein, which rights and remedies may be exercised upon or at any time following the occurrence of an Event of Default unless, prior to such exercise, LANDLORD shall agree in writing with TENANT that the Event(s) of Default has been cured by TENANT in all respects.

*Section 25.02* By notice to TENANT, LANDLORD shall have the right to terminate this Lease as of a date specified in the notice of termination and in such case, TENANT's rights, including any based on any option to renew, to the possession and use of the Demised Premises shall end absolutely as of the termination date; and this Lease shall also terminate in all respects except for the provisions hereof regarding LANDLORD's damages and TENANT's liabilities arising prior to, out of or following the Event of Default and the ensuing termination.

*Section 25.03* Unless and until LANDLORD has terminated this Lease pursuant to *Section 25.02* above, TENANT shall remain fully liable and responsible to perform all of the covenants, and to observe all the conditions of this Lease throughout the remainder of the Term to the early termination date.

*Section 25.04* LANDLORD shall have all rights and remedies now or hereafter existing at law or in equity with respect to the enforcement of TENANT's obligations hereunder and the recovery of the Demised Premises. No right or remedy herein conferred upon or reserved to LANDLORD shall be exclusive of any other right or remedy, but shall be cumulative and in addition to all other rights and remedies given hereunder or now or hereafter existing at law.

*Section 25.05* No delay or forbearance by LANDLORD in exercising any right or remedy hereunder, or LANDLORD's undertaking or performing any act or matter which is not expressly required to be undertaken by LANDLORD shall be construed, respectively, to be a waiver of LANDLORD's rights or to represent any agreement by LANDLORD to undertake or perform such act or matter thereafter. Waiver by LANDLORD of any breach by TENANT of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by LANDLORD) or failure by LANDLORD to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of LANDLORD's right to have any such covenant or condition duly performed or observed by TENANT, or of LANDLORD's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of LANDLORD in respect of such breach or any subsequent breach. LANDLORD's receipt and acceptance of any payment from TENANT which is tendered not in conformity with the provisions of this Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of LANDLORD to recover any payments then owing by TENANT which are not paid in full, or act as a bar to the termination of this Lease and the recovery of the Demised Premises because of TENANT's previous default.

*Section 25.06* TENANT hereby expressly waives for itself and any person claiming through or under TENANT, any and all rights of redemption granted by or under any present or future laws in the event of TENANT being evicted or dispossessed for any cause, or in the event of LANDLORD's obtaining possession of the Demised Premises, by reason of the violation by TENANT of any of the covenants and conditions of this Lease or otherwise.

*Section 25.07* Except for the monetary obligations of either party, LANDLORD and TENANT shall not be in default of this Lease because of such party's inability to perform the covenants and obligations set forth herein during the continuance of any period of Excusable Delays, except as may otherwise be expressly specified in this Lease.

As used in this Lease, the term "Excusable Delays" means delays arising without the fault or negligence of LANDLORD or LANDLORD's contractors, subcontractors, and suppliers, and shall include, without limitation: Acts of God or of the public enemy, fire, floods, unusual severe weather, epidemics, quarantine restrictions, strikes, labor disputes, major material shortages preventing procurement of such materials, riots, war insurrection, inaction or delay by governmental authorities, or other unforeseeable causes beyond the control and without the fault or negligence of LANDLORD, its contractors, and subcontractors.

## **SECTION 26. TENANT'S DEFAULT REMEDIES**

*Section 26.01* The covenant to pay rent and the covenant to provide any service, utility, maintenance, repair or replacements required under this Lease are interdependent. In the event of any failure by LANDLORD to provide any required service, utility, maintenance, repair or replacement, TENANT may, subject to the notice requirements set forth in *Section 26.02* below, by contract or otherwise, perform the requirement and provide LANDLORD with a written invoice containing the resulting cost to the TENANT, including an administrative fee in accordance with the provisions of *Section 26.03*. In the event LANDLORD does not remit payment of such invoice to TENANT within thirty (30) days of LANDLORD's receipt of such invoice, then TENANT may deduct such amount from any payment due under this Lease, subject to the limitations set forth in *Section 26.03* below. This remedy is not exclusive, but is in addition to any other remedies which may be available to TENANT under this Lease or at law.

*Section 26.02* If LANDLORD shall fail to perform any of its obligations under this Lease, TENANT may perform the same at the expense of LANDLORD (i) immediately in the case of an “Emergency,” as defined below, after forty-eight (48) hours written notice; (ii) after seven (7) business days written notice if (a) such failure unreasonably interferes with the efficient operation of the Premises; or (b) such failure may result in a violation of any Legal Requirements or in the cancellation of any required insurance; or (iii) in any other case, if such failure continues after twenty (20) days from the date of the giving of written notice of TENANT’s intention to perform the same, except in the case of a failure which for causes beyond LANDLORD’s reasonable control cannot with reasonable diligence be cured within such 20-day period, such 20-day period shall be deemed extended if LANDLORD immediately upon the receipt of such notice, (a) advises TENANT of its intention to institute all steps necessary to cure such failure and (b) institutes and thereafter diligently prosecutes to completion all steps necessary to cure the same.

An “Emergency” means any situation where the Department, in its reasonable judgment, concludes that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid imminent material damage to all or any material portion of the Premises, (ii) to protect any Person from imminent harm, or (iii) to avoid the imminent unforeseen and unforeseeable suspension of any necessary material service in or to the Premises, the failure of which service would have a material and adverse effect on the Premises or the TENANT’s ability to utilize the Premises for its intended purposes, including but not limited to, supplying heat, air-conditioning, ventilation, light and water to the Premises.

*Section 26.03* If TENANT performs any of LANDLORD’s obligations under this Lease, in accordance with this **Section 26**, LANDLORD shall pay TENANT the costs thereof, together with an administrative fee equal to five percent (5%) of the costs incurred, within thirty (30) days after receipt by LANDLORD of a written statement as to the amounts of such costs and fee. In the event LANDLORD does not remit the total amount of the costs and fee described herein within the requisite time, TENANT may withhold such amount from the next monthly installment of Annual Rent, subject to the limitation that in no event shall the amount withheld in any month exceed seven and one-half percent (7.5%) of the next monthly installment of Annual Rent. In the event that TENANT is limited from withholding the entire amount owed in any month, TENANT may continue to withhold monies from each next succeeding monthly installment of Annual Rent until the total expenses of TENANT and administrative fee are recouped from LANDLORD. No deduction from the Annual Rent shall be made where LANDLORD has submitted to TENANT a writing disputing the alleged failure in good faith and which demonstrates that LANDLORD is taking reasonable steps to resolve the dispute expeditiously. No deduction from Annual Rent pursuant to this clause shall constitute a default by TENANT under this Lease.

*Section 26.04* In the event of an interruption, curtailment, or failure by LANDLORD to supply cooled or outside air, heat, elevator, plumbing or electricity for ten (10) consecutive business days after LANDLORD has received written notice of such interruption, curtailment or failure (except that this *Section 26.04* shall only apply in the event such interruption, curtailment or failure of such services occurs as a direct result of the negligence or failure by LANDLORD to comply with its repair or maintenance obligations regarding such systems, or design inadequacies), and where (a) such failure is not caused by Excusable Delays or causes reasonably beyond the control of LANDLORD, and (b) the Premises has been placed in a condition where TENANT can not reasonably be expected to continue to use the Premises for its intended purposes, and (c) LANDLORD has either not commenced to cure such condition or has not used reasonable diligence in following same to completion, the same shall constitute a constructive eviction, in

whole or in part, and TENANT shall be entitled to a pro rata abatement of rent during the period any such interruption, curtailment or failure continues and until such services are restored.

*Section 26.05* No delay or forbearance by TENANT in exercising any right or remedy hereunder, or TENANT's undertaking or performing any act or matter which is not expressly required to be undertaken by TENANT shall be construed, respectively, to be a waiver of TENANT's rights or to represent any agreement by TENANT to undertake or perform such act or matter thereafter. Waiver by TENANT of any breach by LANDLORD of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by TENANT) or failure by TENANT to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of TENANT's right to have any such covenant or condition duly performed or observed by LANDLORD, or of TENANT's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of TENANT in respect of such breach or any subsequent breach. TENANT's receipt and acceptance of any payment from LANDLORD which is tendered not in conformity with the provisions of this Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of TENANT to recover any payments then owing by LANDLORD which are not paid in full, nor shall it act as a bar to the termination of this Lease.

*Section 26.06* If TENANT elects to perform any such requirement, the TENANT and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the LANDLORD shall afford and facilitate such access. No deduction from the Annual Base Rent shall be made while LANDLORD is disputing the alleged failure in good faith. No deduction from Annual Base Rent pursuant to this clause shall constitute a default by TENANT under this Lease.

**SECTION 27. LANDLORD'S RIGHT TO INSPECT AND REPAIR; ACCESS GENERALLY**

*Section 27.01* LANDLORD may, but shall not be obligated to, enter the Demised Premises at any reasonable time, on reasonable written notice to TENANT (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs, replacements, and additions in, to, and about the Demised Premises, as necessary or desirable or to perform any covenant, obligation or service contemplated in this Lease. LANDLORD shall not be required to notify TENANT in connection with any entry into the Demised Premises during normal business hours for purposes of LANDLORD's obligations under this Lease to maintain or repair the Demised Premises, or to perform scheduled cleaning. LANDLORD shall provide telephonic notice at least one hour prior to entering the Demised Premises during non-business hours or to provide unscheduled cleaning services. Notwithstanding anything to the contrary contained in this Section, LANDLORD shall use reasonable efforts in its access of the Demised Premises to cause a minimal amount of interference with TENANT's use of the Demised Premises.

**SECTION 28. SURRENDER OF DEMISED PREMISES; HOLDOVER**

*Section 28.01* This Lease and the tenancy hereby created shall cease and terminate at the end of the above term, without the necessity of any further notice from either the LANDLORD or the TENANT to terminate the same and that continued occupancy of the Demised Premises by the

Lessee after the expiration of said term shall not operate to renew the Lease for said term or any part thereof.

*Section 28.02* On the Expiration Date, or upon the earlier termination of this Lease, TENANT shall, at its expense, quit, surrender, vacate, and deliver the Demised Premises to LANDLORD in good order, condition and repair, ordinary wear and tear and damage for which TENANT is not responsible under the terms of the Lease, or damage by the elements, fire or other casualty beyond TENANT's reasonable control excepted, together with all improvements therein. TENANT shall, at its expense, remove from the Demised Premises all TENANT's personal property and any personal property of Persons claiming by, through or under TENANT, equipment, furniture, and any Alterations not approved by LANDLORD, and shall repair or pay the cost of repairing all damage to the Demised Premises occasioned by such removal. Any TENANT's personal property or Alterations of TENANT, which shall remain in the Demised Premises after the termination of this Lease, shall be deemed to have been abandoned and either may be retained by LANDLORD as its property or may be stored or disposed of as LANDLORD may see fit. If property not so removed shall be sold, LANDLORD may receive and retain the proceeds of such sale and apply the same, at LANDLORD's option, against the reasonable expenses of the sale, moving and storage, arrears of rent and any damages to which LANDLORD may be entitled. Any excess proceeds shall be the property of LANDLORD.

*Section 28.03* If TENANT shall remain in possession of the Demised Premises after the termination of this Lease without the execution of a new lease, TENANT, subject to all of the other terms of this Lease insofar as the same are applicable to a month-to-month tenancy, and without waiving TENANT's default or preventing LANDLORD from suing to obtain possession, shall be deemed to be occupying the Demised Premises as a tenant from month to month, at a monthly rental equal to one hundred and eight percent (108%) of the monthly rent last payable by TENANT hereunder.

*Section 28.04* The provisions of this **Section 28** shall survive the expiration or earlier termination of this Lease.

## **SECTION 29.            NOTICES**

*Section 29.01* **Operational Notices:** Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the parties regarding this Lease shall be in writing and shall be given to the TENANT or LANDLORD or their designated representative, by regular or certified mail in postpaid envelope or by a nationally recognized Courier Service at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows: (a) if to TENANT, to the Suffolk County Department of Public Works, Attention: Commissioner, 335 Yaphank Avenue, Yaphank, New York 11980; with a copy to the Suffolk County Department of Law, Attn: Suffolk County Attorney, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; and (b) if to LANDLORD, at LANDLORD's address first above set forth, or at such other address as TENANT or LANDLORD, respectively, may designate in writing.

*Section 29.02* **Notices Relating to Termination and/or Litigation:** In the event LANDLORD receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Lease, LANDLORD shall immediately deliver to the TENANT Attorney, at the address set forth above, copies of all papers filed by or against LANDLORD.

a. Any communication or notice regarding termination shall be in writing and shall be given to the TENANT or the LANDLORD or their designated representative at the addresses set forth in *Section 29.01* or at such other addresses that may be specified in writing by the parties and shall be deemed to be duly given only if delivered: (i) personally [personal service on TENANT must be pursuant to New York Civil Practice Law and Rules Section 311]; (ii) by nationally recognized overnight courier; or (iii) mailed by registered or certified mail in a postpaid envelope addressed: Notice shall be deemed to have been duly given (1) if delivered personally, upon acceptance or refusal thereof, (2) if by nationally recognized overnight courier, the first Business Day subsequent to transmittal and (3) if mailed by registered or certified mail, upon the seventh Business Day after the mailing thereof.

b. Any notice by either party to the other with respect to the commencement of any lawsuit or legal proceeding shall be effected pursuant to and governed by the New York Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

*Section 29.03* Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

**SECTION 30. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT**

*Section 30.01* TENANT agrees that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the Demised Premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect present or subsequent subordination of this Lease. TENANT agrees, however, within fifteen (15) Business Days next following the Suffolk County Attorney's Office receipt of a written demand, to execute such instruments as LANDLORD may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the Demised Premises, and to any water, sewer or access easement necessary or desirable to serve the Demised Premises or adjoining property owned in whole or in part by LANDLORD if such easement does not interfere with the full enjoyment of any right granted the TENANT under this Lease, subject to the conditions stated in *Section 30.05*.

*Section 30.02* No such subordination, to either existing or future mortgages, deed of trust or other lien or security instrument shall operate to affect adversely any right of the TENANT under this First Extension so long as the TENANT is not in default under this First Extension. LANDLORD will include in any future mortgage, deed of trust or other security instrument to which this First Extension becomes subordinate, or in a separate nondisturbance agreement, a provision to the foregoing effect. LESSOR warrants that the holders of all notes or other obligations secured by existing mortgages, deed of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the TENANT promptly upon demand.

*Section 30.03* In the event of any sale of the Demised Premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the TENANT will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the Demised Premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the LANDLORD under this Lease, so as to establish direct

privity of estate and contract between TENANT and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the Lease had initially been entered into between such purchasers or transferees and the TENANT; provided, further, that such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

*Section 30.04* Within twenty (20) days next following the TENANT's receipt of a joint written request from LANDLORD and a prospective lender or purchaser of the Demised Premises, the County Attorney's Office shall execute and deliver to LANDLORD a letter stating that the same is issued subject to the conditions stated in *Section 31.05*, and, if such is the case, that (1) the Lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

*Section 30.05* Letters issued pursuant to *Section 30.04* are subject to the following conditions: (1) that they are based solely upon a reasonably diligent review of the TENANT's Lease file as of the date of issuance; (2) that the TENANT shall not be held liable because of any defect in or condition of the Demised Premises; (3) that the TENANT does not warrant or represent that the Demised Premises comply with applicable Federal, State and local law; and (4) that the LANDLORD, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Demised Premises and by inquiry to appropriate Federal, State, and local government officials.

### **SECTION 31. ASSIGNMENT AND SUBLETTING**

*Section 31.01* TENANT shall not assign, sublet, or otherwise transfer any portion of the Demised Premises or this Lease without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld or delayed, and upon such reasonable terms and conditions that may then be imposed by LANDLORD.

### **SECTION 32. LANDLORD'S RIGHT TO SHOW PREMISES**

*Section 32.01* LANDLORD may, at any time, show the Demised Premises to prospective purchasers and mortgagees and, during the twelve (12) months prior to the expiration of this Lease, to prospective tenants, during "Business Hours," as that term is defined below, upon reasonable notice to TENANT or by other special arrangement between LANDLORD and TENANT.

For the purposes of this Lease, the term "Business Hours" means from 8:30 a.m. to 5:30 p.m. during Business Days.

### **SECTION 33. EMINENT DOMAIN**

*Section 33.01* If the Demised Premises, or any part thereof, or any estate therein, or any other part of the building materially affecting TENANT's use of the Demised Premises, including parking area, be taken by virtue of eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking, rent shall be apportioned as of said date and any Annual Rent paid for any period beyond said date shall be repaid to TENANT. TENANT shall not be entitled

to any part of the award or any payment in lieu thereof; however, TENANT may file a claim for any taking of fixtures and improvements owned by TENANT, and for moving expenses.

*Section 33.02* TENANT shall have the right to make a claim against the condemning authority for any taking of TENANT's personal property and for business interruption, moving and related expenses, provided TENANT shall make a separate claim therefore which shall not impair LANDLORD's claim or recovery.

*Section 33.03* Notwithstanding the foregoing, if all or any portion of the Demised Premises shall be condemned or taken for governmental occupancy for a limited period of time, this Lease shall continue in full force and effect (with an abatement of Annual Rent, as applicable). If the termination of such governmental occupancy is prior to expiration of this Lease, LANDLORD shall restore the Premises as nearly as possible to its condition prior to the condemnation or taking.

#### **SECTION 34. ENVIRONMENTAL RESPONSIBILITIES**

*Section 34.01* TENANT shall not use or suffer the use of all or any part of the Demised Premises to treat, generate, store, dispose of, transfer, release, convey or recover any "Hazardous Substances," as that term is defined below. TENANT shall immediately notify LANDLORD of the presence or suspected presence of any Hazardous Substance on or about the Demised Premises and shall deliver to LANDLORD any notice received by TENANT with respect to any Hazardous Substance relating thereto.

For purposes of this Lease, the term "Hazardous Substance" means (i) asbestos and any asbestos containing material and any substance that is listed in, or otherwise classified pursuant to any "Environmental Laws," as that term is defined below, or any applicable laws or regulations as "hazardous substance", "hazardous material", "hazardous waste", "infectious waste", toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or "EP toxicity", (ii) any petroleum and drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources and (iii) petroleum product, polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive matter, and medical waste. "Hazardous Substance" shall not include normal cleaning and personal household products being used in their intended manner and otherwise in a manner that is in compliance with Environmental Laws.

"Environmental Laws" means any and all present and future federal, state, and local laws, ordinances, rules, regulations, decisions, and standards relating to protection of human health and the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et.seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6901 et.seq. ("RCRA"); the Occupational Safety and Health Act) 29 U.S.C. 651 et.seq. ("OSHA"). Environmental Laws shall also include, but are not limited to, any requirements relating to underground storage tanks, the storage and use of gasoline, diesel fuel, waste oil or other petroleum products.

*Section 34.02* LANDLORD represents and warrants that to LANDLORD's actual knowledge, the Demised Premises has not been used for the generation, treatment, storage, or disposal of hazardous waste, and LANDLORD certifies that. to LANDLORD's actual knowledge, the

Demised Premises comply with all applicable Federal, State, and local regulations concerning the provision of a safe work environment free from environmental contaminants and hazards.

*Section 34.03* Except to the extent the same are the obligations of TENANT under the Lease, LANDLORD shall comply with all Environmental Laws affecting or related to its use or ownership of the Demised Premises, including but not limited to, the construction or demolition of any improvement thereon, and shall give TENANT prompt notice of any lack of compliance with any of the foregoing of which it obtains knowledge and of any notice it receives of the alleged non-compliance with Environmental Laws. TENANT shall cooperate with LANDLORD's efforts hereunder; provided, however, that TENANT shall not be required to incur any out of pocket costs in so doing. LANDLORD shall indemnify TENANT against all claims, losses, costs, expenses, fines, penalties and damages which may be imposed by reason of, or arising out of LANDLORD's failure to fully and promptly comply with the provisions of this Section.

*Section 34.04* Subject to the provisions of *Section 32.02*, TENANT, at its expense, shall comply with all Environmental Laws applicable to the Demises Premises and shall give LANDLORD prompt notice of any lack of compliance with any of the foregoing and of any notice it receives of the alleged violation of any Environmental Laws. LANDLORD shall cooperate with TENANT's efforts hereunder.

*Section 34.05* The provisions of this **Section 34** shall survive the expiration or earlier termination of this Lease.

**SECTION 35. [INTENTIONALLY OMITTED]**

**SECTION 36. QUIET ENJOYMENT**

*Section 36.01* LANDLORD covenants that if and so long as TENANT pays Total Annual Rent and Expenses, and fully and faithfully performs the covenants hereof, TENANT shall peaceably and quietly have, hold and enjoy the Demised Premises for the Term, subject to the provisions of this Lease.

**SECTION 37. NO IMPLIED WAIVER**

*Section 37.01* No failure or delay by either party to insist upon the strict performance of any provision of this Lease, or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of such breach shall constitute a waiver of any such provision.

**SECTION 38. SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS**

*Section 38.01* The parties agree to be bound by the terms of Suffolk County Legislative Requirements, annexed hereto as **Exhibit D** and made a part hereof.

**SECTION 39. ADDITIONAL DISCLOSURE REQUIREMENTS**

*Section 39.01* In addition to the requirements set forth under **Exhibit C (1)**, LANDLORD represents and warrants that it shall submit to TENANT verified Public Disclosure Statements ("Statements") required pursuant to the Land Acquisition Public Disclosure Law of Suffolk

County (S.C. Code Chapter 342. An updated Land Acquisition Public Disclosure Statements shall be submitted whenever there is a change in any information required pursuant to S.C. Code § 342-6.

*Section 39.02* LANDLORD acknowledges that the filing of these statements is a material, contractual and statutory duty and that failure to file the statements shall constitute a material breach of this Lease, for which TENANT shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of five percent (5%) of the amount of the Total Annual Rent for the year in which the breach has occurred; provided, however, no penalty shall be due unless and until LANDLORD has received a written notice of failure to file the requisite forms and fifteen (15) Business Days to cure. No breach shall be deemed to have occurred in the event that TENANT has failed to provide the requisite forms to be completed by LANDLORD upon LANDLORD's request for same. In any event, TENANT agrees to provide LANDLORD with written notice of any anticipated or actual breach of this **Section 39**.

*Section 39.03* LANDLORD agrees to notify TENANT in writing prior to any transfer of title or conveyance by operation of law. In the event of a transfer of title or a conveyance by operation of law which results in a conflict of interest under State or local law, TENANT shall have the right to cancel this Lease upon three (3) months notice to LANDLORD from the date of TENANT's discovery of such transfer or conveyance, unless the consent of the TENANT to such transfer is obtained prior thereto, which consent shall not be unreasonably withheld. Such consent shall not be required for (i) a transfer between current owners or their spouses, children, or trusts or entities for the benefit of such persons; or (ii) any financial institution or mortgagee following a foreclosure or deed-in-lieu of foreclosure. Incident to such application for consent, new Statements, and an affirmation of the provisions of Local Law No. 32-1980 (relating to the offering of gratuities) shall be submitted by the proposed new owner, in accordance with the requirements of the TENANT by registered or certified mail, return receipt requested, addressed to the Suffolk County Department of Law, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788 or such other address as TENANT may designate in writing. The failure of the TENANT to object to such proposed transfer by notice delivered either personally or by nationally recognized overnight courier to LANDLORD within ten (10) business days of receipt of such application shall constitute consent on the part of the TENANT.

#### **SECTION 40. COOPERATION ON CLAIMS**

*Section 40.01* Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Lease.

#### **SECTION 41. MISCELLANEOUS**

*Section 41.01* Neither LANDLORD nor TENANT shall be permitted to record this Lease or a memorandum thereof.

*Section 41.02* References contained herein to Sections, Exhibits and Schedules shall be deemed to be references to the Articles, Exhibits, and Schedules of and to this Lease unless specified to the contrary.

**SECTION 42. NOT A CO-PARTNERSHIP OR JOINT VENTURE**

*Section 42.01* Nothing herein contained shall create or be construed as creating a co-partnership or joint venture between the TENANT and LANDLORD or to constitute the LANDLORD as an agent or employee of the TENANT.

**SECTION 43. BROKER**

*Section 43.01* LANDLORD and TENANT each represent and warrant to the other that no broker brought about this Lease. LANDLORD and TENANT hereby agree to indemnify and hold the other harmless against any claim, demand and judgment which may be made or obtained against one of the parties by any broker claiming a commission for representing the other, in connection with bringing about this Lease. TENANT or LANDLORD shall forthwith notify other of any such claim, demand or legal action for purposes of requesting defense against any such claim, demand or legal action..

**SECTION 44. CERTIFICATION**

*Section 44.01* The parties to this Lease hereby certify that, other than the funds provided in this Lease and other valid agreements with the TENANT, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Lease, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this Lease.

**SECTION 45. NOT IN DEFAULT**

*Section 45.01* LANDLORD warrants that, as of the date hereof, it is not in arrears to the TENANT upon debt or contract and is not in default as a surety, contractor or otherwise on any obligation to or contract with the TENANT.

**SECTION 46. GOVERNING LAW**

*Section 46.01* This Lease shall be governed by the laws of the State of New York. In the event of any dispute or litigation, the venue of any proceeding to determine the rights and liabilities of the respective parties arising under this Agreement shall be in the New York Supreme Court, Suffolk County; or, in the event of a proceeding in the federal courts, in the District Court for the Eastern District of New York.

**SECTION 47. WAIVER OF TRIAL BY JURY**

*Section 47.01* It is mutually agreed by and between LANDLORD and TENANT that the respective parties hereto shall and they hereby do waive any right to trial by jury in any action, proceeding or in any other matter in any way connected with this Lease, the relationship of LANDLORD and TENANT, the Demised Premises, and/or any claim of injury or damage, or for the enforcement of any remedy under any statute, emergency or otherwise.

**SECTION 48.            DISPOSITION OF THE PREMISES**

*Section 48.01*      LANDLORD agrees to reasonably notify TENANT in writing prior to any transfer of title or conveyance by operation of law affecting the Demised Premises. In the event of a transfer of title or a conveyance by operation of law which results in a conflict of interest under State or local law, TENANT shall have the right to cancel this Lease upon three (3) months notice to LANDLORD from the date of TENANT's discovery of such transfer or conveyance, unless the consent of the TENANT to such transfer is obtained prior thereto, which consent shall not be unreasonably withheld. Such consent shall not be required for (i) a transfer between current owners or their spouses, children, or trusts or entities for the benefit of such persons; or (ii) any financial institution or mortgagee following a foreclosure or deed-in-lieu of foreclosure. Incident to such application for consent, new Disclosure Statements, and an affirmation of the provisions of Local Law No. 32-1980 (relating to the offering of gratuities) shall be submitted by the proposed new owner, in accordance with the requirements of the TENANT by registered or certified mail, return receipt requested, addressed to the Suffolk County Department of Law, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788 or such other address as TENANT may designate in writing. The failure of the TENANT to object to such proposed transfer by notice delivered either personally or by nationally recognized overnight courier to LANDLORD within ten (10) business days of receipt of such application shall constitute consent on the part of the TENANT.

**SECTION 49.            SUCCESSORS BOUND**

*Section 49.01*      This Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

**SECTION 50.            TENANT REPRESENTATIVES**

*Section 50.01*      It is expressly understood and agreed by and between the parties hereto that the officers, officials, employees and agents of the TENANT are acting in a representative capacity for the County of Suffolk and not for their own benefit, and that LANDLORD shall not have any claim against them or any of them as individuals in any event whatsoever.

**SECTION 51.            INDEPENDENT CONTRACTOR**

*Section 51.01*      It is expressly agreed that LANDLORD's status hereunder is that of an independent contractor. Neither the LANDLORD, nor any person hired by LANDLORD shall be considered employees of the TENANT for any purpose.

**SECTION 52.            EXECUTION BY LANDLORD**

*Section 52.01*      When the LANDLORD is a partnership, the names of the partners composing the firm must be stated in the Statements required under **Section 1** of **Exhibit C** of this Lease. The Lease must be signed with the partnership name, followed by the name of the partner signing the Lease.

*Section 52.02*      Where the LANDLORD is a corporation, the Lease must be signed with the corporate name, followed by the signature and title of the officer or other authorized person signing the Lease on its behalf, and if requested by the TENANT, the corporate seal.

*Section 52.03* LANDLORD warrants that its entry into this Lease was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures.

**SECTION 53. SUFFOLK COUNTY LAWS**

*Section 53.01* Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at <http://legis.suffolkcountyny.gov/>. Click on “**Search the Laws of Suffolk County.**”

**SECTION 54. APPROPRIATION OF FUNDS**

*Section 54.01* It is understood by the parties hereto that this Lease is made subject to the amount of funds appropriated therefor and any subsequent modifications thereof for the period of this Lease by the Suffolk County Legislature, and no liability on account thereof shall be incurred by the TENANT beyond the amount of funds appropriated.

*Section 54.02* The TENANT reasonably believes that funds can be obtained sufficient to pay Annual Base Rent during each year of the Term of this Lease and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which Annual Base Rent may be paid, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved. It is the TENANT’s intent to pay Annual Base Rent each year, for the full Term of this Lease, if funds are legally available therefore and, in that regard, the TENANT represents that the use of the Demised Premises are necessary to its proper, efficient and economic operation. LANDLORD and TENANT understand and intend that the obligation of the TENANT to pay Annual Base Rent hereunder shall constitute a current expense of the TENANT and shall not in any way be construed to be a debt of the TENANT in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the TENANT, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the TENANT.

*Section 54.03* Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment of Annual Base Rent due under this Lease, TENANT shall immediately notify LANDLORD or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the TENANT of any kind whatsoever, except as the portions of Annual Base Rent herein agreed upon for which funds have been appropriated and budgeted. In the event of such termination, TENANT agrees to peacefully surrender possession of the Demised Premises to LANDLORD or its assignee on the date of such termination. LANDLORD will have all legal and equitable rights and remedies to take possession of the Demised Premises. Notwithstanding the foregoing, TENANT agrees:

- i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Demised Premises for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and

- ii) that it will not during the Term give priority in the application of funds to any other functionally similar premises.
- iii) This paragraph will not be construed so as to permit the TENANT to terminate this Lease in order to acquire or lease any other premises or to allocate fund directly or indirectly to perform essentially the same application for which the Demised Premises are intended.

**SECTION 55. IDENTIFICATION NUMBER**

All invoices or vouchers submitted to the TENANT for payment of rent and/or Expenses must include the payee's (LANDLORD's) identification number. The number is either the LANDLORD'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 his invoice or Standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**SECTION 56. PARAGRAPH HEADINGS**

The paragraph headings in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

**SECTION 57. SEVERABILITY**

It is expressly agreed that if any term or provision of this Lease and/or any amendment hereto, or the application thereof to any person or circumstances, shall be held invalid or unenforceable to any extent, the remainder of this Lease and any amendment hereto, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Lease and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

**SECTION 58. ENTIRE AGREEMENT**

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Lease; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the parties thereto.

**SECTION 59. NO ORAL CHANGES**

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

**SECTION 60. INTERPRETATION**

This Lease is to be construed and interpreted without regard to any presumption or other rule requiring construction or interpretation against the party causing this Lease to be drafted.

**IN WITNESS WHEREOF**, the parties hereto have caused this Lease to be executed and delivered as of the date first set forth above.

**LANDLORD**

**IB3 ENTERPRISES INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Federal ID No. \_\_\_\_\_

APPROVED AS TO LEGALITY:  
**CHRISTINE MALAFI**

Suffolk County Attorney  
By: \_\_\_\_\_  
Basia Deren Braddish  
Title: Assistant County Attorney

**TENANT**

**COUNTY OF SUFFOLK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Deputy County Executive  
Date: \_\_\_\_\_

**RECOMMENDED  
SPACE MANAGEMENT STEERING  
COMMITTEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

**RECOMMENDED  
DIVISION OF REAL PROPERTY  
ACQUISITION AND MANAGEMENT**

By: \_\_\_\_\_  
Name: Pamela J. Greene  
Title: Director

**-ACKNOWLEDEMENTS FOLLOW -**



**EXHIBIT A**  
**FLOOR PLAN**

**EXHIBIT B**  
**Summary of Landlord-Tenant Responsibilities – Rev 1/09**

ITEM	LANDLORD	TENANT
1) UTILITIES – Usage		
A) OIL		X
B) GAS (If separately metered)		X
C) WATER (If separately metered)		X
D) ELECTRICITY (if separately metered)		X
E) SEWER CHARGES/TAXES	X	
2) H.V.A.C. EQUIPMENT	X	
A) REPAIR & REPLACE	X	
B) ORDINARY PREVENTIVE MAINTENANCE	X	
C) CHANGE AIR FILTER: QUARTERLY	X	
3) ELECTRIC EQUIPMENT	X	
A) REPAIR & REPLACE	X	
B) INTERIOR LAMP & BALLAST REPLACEMENT		X
C) EMERGENCY LIGHTING AND EXIT LIGHTING	X	
D) PARKING FIELD & EXTERIOR BUILDING LIGHTING	X	
E) PARKING FIELD LAMP REPLACEMENT	X	
4) PLUMBING	X	
A) REPAIR & REPLACE	X	
B) ORDINARY PREVENTIVE MAINTENANCE	X	
C) CLEAN OUT: DRAINAGE STRUCTURES & SYSTEMS	X	
D) CLEAN OUT: SEWAGE STRUCTURES & SYSTEMS	X	
5) STRUCTURAL REPAIRS	X	
A) REPAIR: SIDEWALKS, CURBS, RAMPS, DRIVEWAYS, PARKING AREAS, ROOF & ROOFING, INTERIOR (DUE TO FAULTY CONSTRUCTION), DRAINAGE STRUCTURES & SYSTEMS, SEWAGE STRUCTURES & SYSTEMS	X	

ITEM	LANDLORD	TENANT
B) Repair: BUILDING ENVELOPE	X	
6) CUSTODIAL		X
7) CLEAN WINDOWS – EXTERIOR, 1X/year	X	
8) SHAMPOO CARPETS AND WAX FLOORS (as needed)		X
9) CARTAGE	X	
A) MEDICAL WASTE	N/A	
10) SNOW & ICE REMOVAL TO PARKING AREAS, DRIVES, RAMPS & WALKS	X	
11) GROUNDS MAINTENANCE	X	
A) GRASS & LANDSCAPING MAINTENANCE	X	
B) IRRIGATION OF GRASS & LANDSCAPING	X	
C) PARKING FIELD	X	
D) PARKING FIELD SWEEPING AND DEBRIS REMOVAL	X	
12) REPAIRS & MAINTENANCE OF COMMON USE AREAS	X	
13) INTERIOR MAINTENANCE AND REPAIRS (NOT CAUSED BY TENANT MISUSE, ABUSE OR NEGLIGENCE)	X	
14) GLAZING (NOT CAUSED BY TENANT DAMAGE)	X	
15) TAXES	X	7% of amount over Base Year
16) VERMIN AND RODENT EXTERMINATION	X	
17) FIRE SPRINKLERS & RPZ – MAINTENANCE AND TESTING	X	
18) FIRE AND SECURITY ALARM – INSTALLATION, MAINTENANCE AND REPAIR	X	
19) FRES CONNECTION – MAINTENANCE AND REPAIR	X	
20) FIRE EXTINGUISHERS – INSTALLATION AND MAINTENANCE	X	
21) FLAG POLE		
22) ELEVATOR REPAIR AND MAINTENANCE	X	

**EXHIBIT C**  
**SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS**

**1. Contractor's/Vendor's Public Disclosure Statement**

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration.

**Required Form:** Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

**2. Living Wage Law**

This Agreement is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

**Required Forms:** Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit"

**3. Use of County Resources to Interfere with Collective Bargaining Activities  
Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

If Contractor services are for the provision of human services and such services are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

**Required Form:** Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration – Subject to Audit"

#### 4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract,

subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the contract, and whenever a new contractor or subcontractor is hired under the terms of the contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate this Agreement for violations of this Law and to seek other remedies available under the law.

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

**Required Forms:** Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor --"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"  
  
"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"  
Form LHE-2.

**5. Gratuities**

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

**6. Prohibition Against Contracting with Corporations that Reincorporate Overseas**

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

**7. Child Sexual Abuse Reporting Policy**

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

**8. Non Responsible Bidder**

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

**9. Use of Funds in Prosecution of Civil Actions Prohibited**

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

**10. Suffolk County Local Laws**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links."

Intro. Res. No. 1957-10  
Introduced by the Presiding Officer on request of the County Executive

Laid on Table 9/16/10

**RESOLUTION NO. -2010, ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS OFFICE OF HOMELAND SECURITY IN THE AMOUNT OF \$2,151,792 FOR THE "URBAN AREA SECURITY INITIATIVE (UASI) FY2009" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS**

**WHEREAS**, the New York State Office of Homeland Security has awarded Suffolk County federal funds under the UASI FY2009 program to be implemented by the Suffolk County Department of Fire, Rescue & Emergency Services; and,

**WHEREAS**, the UASI FY2009 will provide funds to the Departments of Fire, Rescue & Emergency Services, Health Services, Public Works, Suffolk County Police and the Suffolk County Sheriff to support planning, equipment, training and exercise needs associated with preparedness and prevention activities for terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials; and

**WHEREAS**, this grant is for a thirty-six (36) month period from 08/01/2009 through 07/31/2012 in which the County will receive 100% grant funding in the amount of \$2,151,792 for the UASI FY2009; and,

**WHEREAS**, said funds have not been included in the 2010 Operating Budget; and

**WHEREAS**, the UASI FY 2009 grant includes funding for the Department of Fire, Rescue and Emergency Services to continue the employment of seven (7) positions total: one (1) Community Emergency Evacuation Coordinator (full-time); four (4) Resources Management Officers (part-time); and two (2) Planning Aides (full-time); and

**WHEREAS**, these positions already exist unfunded in the 2010 Operating Budget in 001-FRE-3401 as position numbers 0300-0003 (Community Emergency Evacuation Coordinator), 0300-0004/5/6/7 (Resources Management Officers) and 0300-0008/9 (Planning Aide); and

**WHEREAS**, the UASI FY 2009 grant includes funding for the purchase of one (1) Mass Casualty Transportation Vehicle to be utilized for transportation of mass casualty victims for the Department of Fire, Rescue and Emergency Services; and one (1) Multi Use Logistical Site Response Trailer to be utilized for staging personnel, supplies, food and equipment while operating in the field for extended periods of time and provide food service support for disaster response personnel, and one (1) Scene Lighting Trailer to be utilized for lighting incident scenes for the Sheriff's Office; and one (1) trailer mounted emergency power/heating/cooling unit for the Department of Public Works to be utilized during times of power outage to properly power/heat/cool county building; and

**WHEREAS**, the purchase of these vehicles will increase the fleet of the Department of Fire, Rescue and Emergency Services by one (1), the Sheriff's Office by two (2); and the Department of Public Works by one (1); and

**WHEREAS**, Chapter 186 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval for the acquisition of such vehicle, via lease or purchase has been granted via duly enacted Resolution of the Suffolk County Legislature; and now therefore be it

**1<sup>st</sup> RESOLVED**, the County Comptroller and the County Treasurer be and they hereby are authorized to accept \$2,151,792 and appropriate said grant funds as follows:

**UASI FY 2009 - \$2,151,792**

<u>REVENUES</u>	<u>AMOUNT</u>
001-FRE-4337– UASI 2009	\$1,284,292
001-POL-4337 – UASI 2009	\$ 378,000
001-HSV-4337 – UASI 2009	\$ 87,000
001-SHF-4337 – UASI 2009	\$ 109,000
001-DPW-4337 – UASI 2009	\$ 290,000
001-PKS-4337 – UASI 2009	\$ 3,500

ORGANIZATIONS

Suffolk County Dept of Fire, Rescue & Emergency Services  
UASI FY 2009

001-FRE-3403 - \$1,175,801

<u>1000 – Personnel Services</u>	<u>\$350,870</u>
1110 – Interim Salaries (for charging salaries from 001-3401)	\$281,812
1120 – Overtime	\$ 69,058
<u>2000 - Equipment</u>	<u>\$776,931</u>
2020 – Office Machines	\$125,000
2040 – Trucks, Trailers and Jeeps	\$300,000
2090 – Communications Equipment	\$140,000
2260 – Public Safety Equipment	\$140,000
2500 – Other Equipment	\$ 71,931
<u>3000 – Supplies</u>	<u>\$ 25,000</u>
3500 – Supplies, Other	\$ 25,000
<u>4000 – Contractual Expenses</u>	<u>\$ 23,000</u>
4360 – Employee Training	\$ 15,000
4560 – Fees for Services – Non Employees	\$ 8,000

Suffolk County Police Department  
UASI FY2009

001-POL-3636 - \$343,073

<u>1000 – Personnel Services</u>	<u>\$175,073</u>
1120 – Overtime	\$175,073
<u>2000 – Equipment</u>	<u>\$ 88,000</u>
2090 – Communications Equipment	\$ 70,000
2500 – Other Equipment	\$ 18,000
<u>4500 – Contractual Expenses</u>	<u>\$ 80,000</u>
4560 – Fees for Services-Non Employees	\$ 80,000

Suffolk County Dept of Health Services  
UASI 2009  
001-HSV-4631 - \$85,565

<u>1000 – Personnel Services</u>	<u>\$ 8,565</u>
1120 – Overtime	\$ 8,565
<u>2000 – Equipment</u>	<u>\$ 15,000</u>
2500 – Other Equipment	\$ 15,000
<u>3000 – Supplies</u>	<u>\$ 57,000</u>
3310 – Clothing & Accessories	\$ 27,000
3370 - Medical, Dental & Lab Supplies	\$ 30,000
<u>4500 – Contractual Expenses</u>	<u>\$ 5,000</u>
4560 – Fees for Services: Non Employees	\$ 5,000

Suffolk County Department of Public Works  
UASI 2009  
001-DPW-5123 - \$290,000

<u>2000 – Equipment</u>	<u>\$290,000</u>
2040 – Trucks, Trailers and Jeeps	\$200,000
2090 – Communications Equipment	\$ 50,000
2500 – Other Equipment	\$ 40,000

Suffolk County Sheriff's Office  
UASI FY2009  
001-SHF-3638 - \$103,260

<u>1000 – Personnel Services</u>	<u>\$ 34,260</u>
1120 – Overtime	\$ 34,260
<u>2000 – Equipment</u>	<u>\$ 69,000</u>
2040 – Trucks, Trailers & Jeeps	\$ 51,000
2500 – Other Equipment	\$ 18,000

Suffolk County Parks Department  
UASI FY2009  
001-PKS-7110- \$2,998

<u>1000 – Personnel Services</u>	<u>\$ 2,998</u>
1120 – Overtime	\$ 2,998

Employee Benefits  
Social Security  
001-EMP - 9030 - \$32,885

<u>8000 – Employee Benefits</u>	<u>\$ 32,885</u>
8330 – Social Security	\$ 32,885

Employee Benefits  
Retirement  
 001-EMP-9010 – \$61,169

<u>Employee Benefits</u>	<u>\$ 61,169</u>
8280 – Retirement	\$ 61,169

Employee Benefits  
Welfare Fund  
 001-EMP-9080 - \$5,528

<u>Employee Benefits</u>	<u>\$ 5,528</u>
8380 – Welfare Fund Contribution	\$ 5,528

Interfund Transfer  
Transfer to Employee Medical Health Plan  
 001-IFT-E039 - \$51,513

<u>Employee Benefits</u>	<u>\$ 51,513</u>
9600 Transfer of Funds	\$ 51,513

Employee Benefits  
Major Medical Claims  
 039-EMP-9060

<u>Employee Benefits</u>	<u>\$ 51,513</u>
8360 – Health Insurance	\$ 51,513

And be it further

**2<sup>nd</sup> RESOLVED**, that the following interfund revenues for Employee Medical Health Plan be accepted as follows:

**REVENUES**

039-IFT-R001 Transfer from General Fund	\$ 51,513
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And be it further

**3<sup>rd</sup> RESOLVED**, that the following positions be and they hereby are continued in the Department of Fire, Rescue and Emergency Services and funded by the UASI 2009 grant:

Department of Fire, Rescue & Emergency Services

<u>Position No.</u>	<u>Spec No.</u>	<u>Position Title</u>	<u>JC</u>	<u>Gr</u>	<u>No.</u>
<b><u>001-3401 FRES GRANT POSTIONS</u></b>					
3401-0300-0003	5803	Comm Emerg Evac Coord	C	23	1
3401-0300-0004/5/6/7	5808	Resources Mgmt Officer EP-	C	16	4
3401-0300-0008/9	1510	Planning Aide	C	17	2

**4<sup>th</sup> RESOLVED**, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individuals filling the positions created by this Resolution at the conclusion of the grant funding provided for such positions created by said grant; and be it further

**5<sup>th</sup> RESOLVED**, that the County Executive be and hereby is authorized to execute related agreements; and be it further

**6<sup>th</sup> RESOLVED**, that the County Legislature hereby authorizes the fleet of the Department of Fire, Rescue and Emergency Services be increased by one (1) vehicles, and the Sheriff's Office by two (2) vehicle, and the Department of Public Works by one (1); and be it further

**7<sup>th</sup> RESOLVED**, the purchase of one (1) Mass Casualty Transportation Vehicle for the Department of Fire, Rescue and Emergency Services and one (1) Multi Use Logistical Site Response Trailer and one (1) Scene Lighting Trailer for the Sheriff's Office and one (1) Trailer Mounted Emergency Power/Heating/Cooling Unit for the Department of Public Works is hereby approved pursuant to Chapter 186-2 (b)(6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the county vehicle standard, and be it further

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

DATED:

APPROVED BY:

---

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Local Law: _____ Charter Law: _____ Resolution: <u>  X  </u>		
<b>2. Title of Proposed Legislation</b>		
ACCEPTING AND APPROPRIATING 100% FEDERAL PASS-THROUGH GRANT FUNDS FROM THE NYS OFFICE OF HOMELAND SECURITY IN THE AMOUNT OF \$2,151,792 FOR THE "URBAN AREA SECURITY INITIATIVE (UASI) FY2009" ADMINISTERED BY THE SUFFOLK COUNTY DEPARTMENT OF FIRE, RESCUE & EMERGENCY SERVICES AND TO EXECUTE GRANT RELATED AGREEMENTS		
<b>3. Purpose of Proposed Legislation</b>		
To support planning, equipment, training and exercise needs associated with preparedness and prevention activities for natural and man-made disasters and terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials.		
Accept and appropriate UASI 2009 Grant funding in the Departments of FRES, Police, Health, Public Works, Sheriff and Parks.		
Fund one (1) full-time Community Emergency Evacuation Coordinator (001-FRE-3401-0300-0003), four (4) part-time Resources Mgmt Officers (001-FRE-3401-0300-0004/5/6/7) and two (2) full-time Planning Aides (001-FRE-3401-0008/9). Existing positions that have and will continue to be 100% funded by grants.		
Authorize the increase of the fleet size of the Departments of FRES by one (1) and approve purchase of one (1) Mass Casualty Transportation Vehicle; and for the Sheriff's Office by two (2) for one (1) Multi Use Logistical Site Response Trailer and one (1) Scene Lighting Trailer; and for the Dept of Public Works by one (1) for one (1) Trailer Mounted Emergency Power/Heating/Cooling Unit.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No <u>  X  </u>		
5. If the answer to item 5 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision \$2,151,792 UASI FY2009		
8. Proposed Source of Funding NYS Office of Homeland Security pass-through of US Dept of Homeland Security		
9. Timing of Impact: 08/01/2009 – 07/31/2012		
10. Typed Name & Title of Preparer Susan M. Nielsen, Administrator I.	11. Signature of Preparer 	12. Date August 25, 2010

SCIN FORM 175b (10/95)

**NICHOLAS E. PAGLIA JR**  
EXECUTIVE TECHNICIAN

 9/9/10

**FINANCIAL IMPACT  
2011 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	\$0	\$0.00		\$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	\$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.



New York State  
Office of Homeland Security

THOMAS G DONLON  
DIRECTOR

September 10, 2009

The Honorable Steve Levy  
Suffolk County Executive  
100 Veterans Memorial Highway  
PO Box 6100  
Hauppauge, New York 11788-0099

Dear Mr. Levy:

I am pleased to announce that Suffolk County has been awarded \$2,151,792 from the FY09 Urban Area Security Initiative (UASI) grant program as agreed by consensus of the Urban Area Working Group (UAWG). Funding for this grant is provided by the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA).

The FY09 UASI program provides the opportunity to enhance regional preparedness efforts. Your urban area should employ regional approaches to overall preparedness and these efforts should be coordinated by the UAWG. All FY09 UASI expenditures must support at least one of the Investment Justifications submitted by your UAWG and approved by DHS and be made in compliance with applicable State laws, regulations, appropriations and New York State Comptroller bulletins. In accordance with the federal guidance for this program, 25 percent of this award must be spent in support of law enforcement initiatives.

As you develop your application for FY09 UASI funding, it is important that you ensure a coordinated homeland security program by involving local officials, the UAWG, as well as the first responder and emergency management communities. The application requires you to describe these important coordination efforts.

Program guidance, application instructions and a data collection spreadsheet will be sent under separate cover to your designated points of contact. In order for the State to be able to provide these critical funds to you as quickly as possible, your application(s) should be submitted to us electronically via the E-Grants system by November 30, 2009. Upon the receipt and approval of your application, we will execute a standard reimbursement contract. **The separate data collection spreadsheet must be submitted to OHS not later than Wednesday September 30, 2009.** The data collection spreadsheet includes a section to report cost share per DHS grant guidance. This information is necessary for the State to comply with a DHS mandated reporting requirement by October 5<sup>th</sup>.

Additionally, in order to provide you with immediate assistance, we have established a Grant Assistance Hotline where you can call to receive answers to questions you may have. The toll free number is (866) 837-9133 and is available during business hours Monday through Friday.

Thank you for your cooperation in this important public safety endeavor.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas G. Donlon". The signature is written in a cursive style with a large, stylized initial "T".

Thomas G. Donlon  
Director

COUNTY OF SUFFOLK

676



AUG 26 2010

JOSEPH F. WILLIAMS  
COMMISSIONER

STEVE LEVY  
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGER  
ACTING CHIEF FIRE MARSHAL

JOHN M. SEARING, PE  
DEPUTY COMMISSIONER

EDWARD C. SCHNEYER  
DIRECTOR OF EMERGENCY PREPAREDNESS

**DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES**

TO: Ken Crannell  
Deputy County Executive

FROM: Joseph F. Williams  
Commissioner

DATE: August 25, 2010

SUBJECT: Request for Introductory Resolution: UASI FY2009 Grant

Enclosed for further processing is an introductory resolution and supporting documents to accept and appropriate \$2,151,792 in funding from the US Department of Homeland Security through the NYS Office of Homeland Security for the Urban Area Security Initiative (UASI) FY2009 Grant. In addition to this department, the grant provides funding for the Police Department, Dept of Health Services, Dept of Public Works, Dept of Parks and the Sheriff's Office.

The grant provides funding to support planning, equipment and training needs associated with preparedness and prevention activities for natural and man-made disasters and terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive matters.

If you have any questions, please contact Sue Nielsen of my office at 25338.

JFW:smn

Enclosures

cc: Christopher Kent, Chief Deputy County Executive  
✓Brendan Chamberlain, Director of Intergovernmental Relations  
Angela Kohl, Federal & State Aid Claims Unit

**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.):

Fire, Rescue & Emergency Services

Joseph F. Williams  
24850

Suggestion Involves:

Technical Amendment

New Program

Grant Award

Contract (New  Rev. )

Other

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

To support planning, equipment, training and exercise needs associated with preparedness and prevention activities for natural and man-made disasters and terrorist events using weapons of mass destruction involving chemical, biological, radiological, nuclear and explosive materials.

Accept and appropriate UASI 2009 Grant funding in the Departments of FRES, Police, Health, Public Works, Sheriff and Parks.

Fund one (1) full-time Community Emergency Evacuation Coordinator (001-FRE-3401-0300-0003), four (4) part-time Resources Mgmt Officers (001-FRE-3401-0300-0004/5/6/7) and two (2) full-time Planning Aides (001-FRE-3401-0008/9). Existing positions that have and will continue to be 100% funded by grants.

Authorize the increase of the fleet size of the Departments of FRES by one (1) and approve purchase of one (1) Mass Casualty Transportation Vehicle; and for the Sheriff's Office by two (2) for one (1) Multi Use Logistical Site Response Trailer and one (1) Scene Lighting Trailer; and for the Dept of Public Works by one (1) for one (1) Trailer Mounted Emergency Power/Heating/Cooling Unit.

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

N/A

PLEASE FILL IN REVERSE SIDE OF FORM



**New York State  
Division of Homeland Security and  
Emergency Services**

JAMES M. SHERRY  
EXECUTIVE DEPUTY  
COMMISSIONER & DIRECTOR,  
OFFICE OF COUNTER TERRORISM

August 12, 2010

REC'D AUG 16 2010

John Searing  
Deputy Commissioner  
Suffolk County Dept of Fire, Rescue & Emergency Services  
PO Box 127  
Yaphank, NY 11980

Dear Mr. Searing:

Enclosed, please find a contract and five (5) additional signature pages for the FY09 Urban Area Security Initiative contract between the Division of Homeland Security and Emergency Services (DHSES) and Suffolk County.

In addition to several changes to both Appendix A-1 and Appendix C, the contract now includes the State mandated provisions requiring that all payments and disbursements be made in electronic format only. As part of statewide cost-saving measures, all New York State contracts entered into after February 28, 2010 now require all grantees and vendors to sign up with the Office of State Comptroller (OSC) to receive electronic payments in lieu of paper checks, if they have not done so already. Information on how to enroll for electronic payments can be found on the OSC website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm).

Please review the full contract and, if your organization accepts the terms of the agreement, have the contract and the five (5) additional signature pages signed and notarized on the signature line. The complete package, including all six (6) originally signed and notarized contract signature pages, must be returned to this office no later than September 2, 2010. This grant award agreement does not constitute a formal contract between your organization and DHSES until approved by this agency and/or executed by OSC and the Attorney General's Office. A contract for awards greater than \$50,000 must be reviewed and approved by OSC and, therefore, will be stamped by OSC. Contracts for awards that are less than \$50,000 do not need to be processed by OSC and, therefore, will not be stamped by OSC.

You are obligated to account for the expenditure of these funds in a timely manner and on the prescribed forms. Expenditures must be made in accordance with the guidelines of this grant program and as stated in the program workplan and budgeted for in the contract budget.

If you have any questions or require further assistance, please contact me at (518) 485-7241. Thank you for your continued cooperation.

Sincerely,

  
Shelley Wahrlich  
Contracts Manager

Enclosures

cc: Anthony Pesce, Program Representative

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1220 Washington Avenue, State Office Building Campus  
Building 7A  
ALBANY, NY 12242

STATE AGENCY: New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Albany, NY 12242	NYS COMPTROLLER'S NUMBER: <b>C834093</b> (Contract Number)
	ORIGINATING AGENCY CODE: <b>01077</b>

GRANTEE/CONTRACTOR: (Name & Address)  <b>Suffolk County</b> H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788	TYPE OF PROGRAM(S): <b>WM2009 NYC UASI</b> <b>CFDA# 97.067</b>  OHS NUMBER(S): <b>WM09834093</b>
--	---

FEDERAL TAX IDENTIFICATION NO: <b>11-6000464</b>	INITIAL CONTRACT PERIOD:
MUNICIPALITY NO (if applicable): <b>470100000 000</b>	FROM: <b>08/01/2009</b> TO: <b>07/31/2012</b>
	FUNDING AMOUNT FOR INITIAL PERIOD: <b>\$ 2,151,792</b>

STATUS: <b>Contractor is not a sectarian entity.</b>  <b>Contractor is not a not-for-profit organization</b>	MULTI-YEAR TERM (if applicable): FROM: TO:
--	---

CHARITIES REGISTRATION NO:  
N/A

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

If 'Exempt' is entered above,  
reason for exemption: \_\_\_\_\_

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

APPENDIX A Standard Clauses required by the Attorney General for all State contracts

APPENDIX A-1 Agency-Specific Clauses

APPENDIX B Budget

APPENDIX C Payment and Reporting Schedule

APPENDIX D Program Workplan and Special Conditions

\_\_\_\_\_ APPENDIX X Modification of Agreement Form (to accompany modified appendicies  
for changes in terms or considerations on an existing period or for renewal periods

\_\_\_\_\_ OHS-55 Budget Amendment/Grant Extension Request

\_\_\_\_\_ Other -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates indicated below.

**NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
F. David Sheppard, Acting Assistant Director

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: \_\_\_\_\_ Date: \_\_\_\_\_  
Ed Dumas, Chief Deputy County

STATE OF NEW YORK  
County of \_\_\_\_\_  
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
did depose and say that (s)he resides in \_\_\_\_\_  
described in and which executed the foregoing  
his/her name hereto by like order.  
(Notary) \_\_\_\_\_

**SEE ATTACHED**

who being duly sworn,  
the Grantee  
has (s)he signed

**ATTORNEY GENERAL'S SIGNATURE**

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED:  
**THOMAS P. DINAPOLI,**  
STATE COMPTROLLER

By: \_\_\_\_\_  
Date: \_\_\_\_\_



## RIDER

### **Suffolk County Indemnification Clause:**

The State and Contractor agree that Contractor is an independent contractor, and not an employee of the state. If the Contractor enters into subcontracts for the performance of work pursuant to this Agreement, the Contractor shall be solely responsible to the State for performance, whether the work is performed by the Contractor or its subcontractors. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between any subcontractor and the state. Nothing in this Agreement shall impair any right of contribution or indemnification that the Contractor may have against any subcontractor or other third party. To the extent permitted by law, the Contractor shall defend, indemnify and hold harmless the State and federal funding agency, and their respective officers, agents and employees from and against all claims, costs (including reasonable attorney's fees), judgments, liens, encumbrances, losses and liabilities arising out of the intentional acts (within the scope of the employee's duties) or negligent acts or omissions of the Contractor relating to or in any way arising out of the provision of services pursuant to this Agreement.

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

## **TABLE OF CONTENTS**

1. Executory Clause
2. Non-Assignment Clause
3. Comptroller's Approval
4. Workers' Compensation Benefits
5. Non-Discrimination Requirements
6. Wage and Hours Provisions
7. Non-Collusive Bidding Certification
8. International Boycott Prohibition
9. Set-Off Rights
10. Records
11. Identifying Information and Privacy Notification
12. Equal Employment Opportunities For Minorities and Women
13. Conflicting Terms
14. Governing Law
15. Late Payment
16. No Arbitration
17. Service of Process
18. Prohibition on Purchase of Tropical Hardwoods
19. MacBride Fair Employment Principles
20. Omnibus Procurement Act of 1992
21. Reciprocity and Sanctions Provisions
22. Purchases of Apparel

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.
8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).
9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**APPENDIX A-1**  
**New York State Division of Homeland Security and Emergency Services**  
**AGENCY-SPECIFIC CLAUSES**

**A. GENERAL TERMS AND CONDITIONS**

1. This contract (Agreement) is hereby made by and between the Division of Homeland Security and Emergency Services (DHSES), on behalf of the State of New York (State) and the Grantee.
2. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of this Agreement.
3. This Agreement incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.
4. Funding for the entire Agreement Period shall not exceed the funding amount specified as "Funding Amount for the Initial Period" on the face page hereof.
5. The period of this Agreement shall be as specified on the face page hereof. Should funding become unavailable, this Agreement may be suspended until funding becomes available. In such event DHSES shall notify the Grantee immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this Agreement beyond the end date specified on the face page hereof.
6. To modify the Agreement, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Agreement.
7. The Grantee must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Agreement, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.
8. If the Grantee enters into subcontracts for the performance of work pursuant to this Agreement, the Grantee shall take full responsibility for the acts and omissions of its sub-grantees. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between the sub-grantee and neither DHSES nor the State of New York.
9. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by both the Offices of the NYS Attorney General and State Comptroller. If this Agreement is \$15,000 or less, it shall not take effect until it is executed by both parties.

If this Agreement ranges in dollar amount from \$15,000.01 to \$50,000, execution is contingent upon the appropriation. If the Agreement utilizes funds appropriated *prior to*

April 1, 2006, it shall not take effect until it is executed by the parties hereto and approved by both the Offices of the NYS Attorney General and State Comptroller. If the Agreement utilizes funds appropriated *on or after* April 1, 2006, it shall not take effect until it is executed by both parties.

10. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
11. 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.
12. 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 DHSES with this information as soon as it is available.
13. 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.
14. The Grantee shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). The Grantee shall be liable for the costs associated with such breach if caused by the Grantee's negligent or willful acts or omissions, or the negligent or willful actions or omissions of Grantee's agents, officers, employees or sub-grantees.
15. Consistent with the NYS Office of State Comptroller Bulletin No. G-221, all non-governmental (non-profit and commercial) organizations scheduled to receive grant funding from DHSES must comply with Vendor Responsibility requirements.

#### **B. BUDGET, PAYMENT, REIMBURSEMENT AND REPORTING REQUIREMENTS**

1. The Grantee is not permitted to make any changes to the Agreement budget without the written approval of DHSES. Furthermore, any proposed modification to the Agreement which results in a change of greater than 10 percent to any budget category, must be submitted to NYS Office of State Comptroller for approval.
2. To be eligible for payment, the Grantee shall submit to the DHSES' 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 DHSES.
3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Grantee for completed, approved projects, a sum not to exceed the amount noted on the face page hereof. The Grantee must not seek or accept reimbursement from any other sources for Grantee costs and services pursuant to this Agreement.
4. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check

is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5. The Grantee shall meet all audit requirements of the federal government and State of New York.
6. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.
7. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.
8. 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. 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, and make them available to DHSES upon request. 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) Unless a special condition applies to this Agreement, the rate for consultant services shall be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports are required for consultants.
  - b) Grantee must adhere to the following guidelines at a minimum when obtaining consultant services.
    - i. Consultant services that cost up to \$15,000 may be obtained by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.
    - ii. Consultant services that cost over \$15,000 up to \$50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (i.) above may be used. A record

must be maintained of the advertisement, the quotations, and the selection process.

- iii. Consultant services that cost over \$50,000 must use a formal competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; establishment of the methodology of evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.
  - c) A Grantee that is a local government must contract for consultants in accordance with General Municipal Law Article 5-A and any other applicable regulations.
  - d) A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such 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 Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.
9. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Grantee must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
10. Upon completion of all contractual requirements by the Grantee, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Grantees shall dispose of equipment as follows:
- a) Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
  - b) Items of equipment with a current per unit fair market value of \$5,000 or more may

be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

11. The Grantee further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows:

“Purchased with funds provided by the U.S. Department of Homeland Security.”

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

- a) Grantee must also make all procurements as noted below:

- i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
- ii. A Grantee purchasing any single piece of equipment, single service or multiples of each that cost up to \$15,000 may do so by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.
- iii. Goods or services or multiples of each that have an aggregate cost between \$15,000 up to \$50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (ii) above may be used. A record must be maintained of the advertisement, the quotations, and the selection process.
- iv. A Grantee expending over \$50,000 must use a formal competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide the goods or services; equal provision of the information to all interested parties; reasonable deadlines; establishment of the methodology for evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.
- v. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined

to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

- b) A Grantee that is a State entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.
  - c) A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.
13. The Grantee shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. These reports must be prepared periodically and as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.
  14. The Grantee must submit program progress reports and final reports as specified in Appendix C.
  15. Where advance payments are approved by DHSES, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Grantees to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Grantee may keep interest earned up to \$100 per federal fiscal year if a local unit of government and \$250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

#### **C. ACCOUNTING FOR GRANT EXPENDITURES**

1. 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.).

2. Grantee agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.
3. This Agreement may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this 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 DHSES guidelines.
4. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded as proposed.
5. If this Agreement makes provisions for the Grantee to sub-grant funds to other recipients, the Grantee agrees that all sub-grantees 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 sub-grantee as if it were its own.
6. The Grantee agrees that all sub-grantee 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;
  - Applicable federal and/or State cost principles to be used in determining allowable costs; and
  - Property Records or Equipment Inventory Reports.
7. The Grantee will not be reimbursed for sub-granted funds unless all expenditures by a sub-grantee are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the Budget set forth in Appendix B.

#### **D. PROPERTY**

1. Any equipment, furniture or 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 stated in this Agreement.

2. Upon completion of all contractual requirements by the Grantee under this Agreement, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Agreement.
3. The Grantee must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Grantee, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.
4. If Grantee disposes of any equipment purchased under this Agreement during the active lifespan of said equipment, Grantee must reinvest any proceeds from the disposal into additional equipment items to continue Grantee's organization's activities subject to the guidelines of this Agreement. If the Grantee does not reinvest proceeds to continue activities subject to this Agreement, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Agreement must be repaid to the State of New York.

#### **E. FEDERAL REQUIREMENTS**

1. The Grantee must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
2. A list of regulations commonly applicable to United States Department of Homeland Security (DHS) grants are listed below, including the guidance:
  - a) Administrative Requirements:
    1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
    2. 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
  - b) Cost Principles:
    1. 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
    2. 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
    3. 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
    4. Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations
  - c) Audit Requirements:
    1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

3. The Grantee shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Grantee to become familiar with and comply with all terms and conditions associated with acceptance of funds.
4. The Grantee must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Grantee, sub-recipient or collaborative agency/organization. The Grantee must maintain specific documentation as support for project related personal service expenditures as this Agreement is supported by federal funds. 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 all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.
5. In accordance with federal requirements, a Grantee that receives during its fiscal year \$500,000 or more of federal funds 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.
6. The Grantee must provide one copy of such audit report to DHSES within nine months of the end of its fiscal year, or communicate in writing to DHSES that Grantee is exempt from such requirement.
7. Program income earned by the Grantee during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.
8. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.
  - a) If DHSES shares its right to copyright such work with the Grantee, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases

ownership with grant support.

- b) If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Grantee, sub-grantee, 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 DHSES. Any document generated pursuant to this grant must contain the following language:

“This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.”

**F. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY**

1. Services performed pursuant to this Agreement must be 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.
2. 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.
3. Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of federal and State laws and regulations, or as specified in this Agreement.

**G. AMENDMENT, SUSPENSION, TERMINATION OF AGREEMENT**

1. The Grantee agrees that if the project is not operational within 60 days of the execution date of the Agreement, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Agreement, the Grantee will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.
2. DHSES will be allowed to extend, increase, amend, decrease or terminate this Agreement, upon appropriate approval of the NYS Offices of Attorney General and/or State Comptroller, as follows:

- a) Upon approval by the NYS Office of State Comptroller, the term of this Agreement may be extended in conjunction with the extension of the federal grant award from which this Agreement is funded, not to exceed a term of five years from the initial start date.
  - b) Upon approval by the NYS Office of State Comptroller, the amount of this Agreement may be increased provided the funds are used in accordance with the guidelines associated with this Agreement grant application kit, as outlined in Appendix D, and the scope of work has not substantially changed.
  - c) This Agreement may be terminated at any time upon mutual written consent of DHSES and the Grantee.
  - d) DHSES may decrease the level of funding or terminate the Agreement immediately, upon written notice of termination to the Grantee, if the Grantee fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.
  - e) This Agreement may be terminated for convenience upon thirty (30) days' notice to the Grantee.
3. DHSES 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 DHSES 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 DHSES' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely.
- i. DHSES shall provide the Grantee with written notice of noncompliance.
  - ii. Upon the Grantee's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement.
  - iii. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with these terms.
4. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
- (a) via certified or registered United States mail, return receipt requested;
  - (b) by facsimile transmission;
  - (c) by personal delivery;
  - (d) by expedited delivery service; or
  - (e) by e-mail.
5. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

6. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.
7. Upon receipt of the notice of termination, the Grantee agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees to not incur any new obligations after receipt of the notice without prior written approval by DHSES.
8. DHSES shall be responsible for payment on claims pursuant to costs incurred pursuant to terms of the AGREEMENT. In no event shall DHSES be liable for expenses and obligations arising from the program(s) in this Agreement after the termination date.

#### **H. AVAILABILITY OF FUNDS**

1. If for any reason the State of New York or the federal government terminates its appropriation through DHSES 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 DHSES, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DHSES for payment of such costs. Upon termination or reduction of this Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DHSES. In any event, no liability shall be incurred by DHSES or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DHSES because of disallowed expenditures after audit shall be its responsibility.
2. Unless otherwise specified, in accordance with the State Finance Law, the availability of federal and State funds budgeted as local assistance shall cease on September 15<sup>th</sup> of the year following the fiscal year in which the funds were appropriated, unless such funds are re-appropriated in the State Budget by the New York State Legislature. When local assistance funds are not re-appropriated, vouchers must be received by DHSES by August 1st of the year following the fiscal year in which the funds were appropriated to ensure reimbursement.

#### **I. RETENTION OF RECORDS**

1. Original records must be retained for six years following the submission of the final claim against this Agreement or the end of the Agreement Period, if later. In cases where litigation, a claim, or an audit is ongoing, the records must be retained until formal completion of the action and resolution of issues or the end of the six year Period, whichever is later. In the event of an audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DHSES 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, property records or equipment inventory 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.

**J. INDEMNIFICATION**

1. The Grantee 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 Grantee or its sub-grantees pursuant to this Agreement. The Grantee shall indemnify and hold harmless the State of New York 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.
2. The Grantee 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.

**Appendix B - Project Budget**  
**Contract Period: 8/1/2009 - 7/31/2012**

<u>DESCRIPTION</u>	<u>GRANT AMOUNT</u>	<u>MATCH AMOUNT</u>
<b>Suffolk County</b>		
<b>Personnel</b>		
Community Emergency Evacuation Coordinator (1 - full-time) (FRES)	67,948.00	0.00
Planning Aide (2 - full-time) (FRES)	92,388.00	0.00
Resource Management Officer (4 - part-time) (FRES)	88,461.00	0.00
Clerk Typist (1 - full-time) (FRES)	33,015.00	0.00
OT/Backfill for HS & CBRNE exercise/training (FRES)	60,558.00	0.00
OT/Backfill for Emergency Preparedness Presentations (FRES)	8,500.00	0.00
OT/Backfill for HS & CBRNE training for SCPD (SCPD)	129,398.00	0.00
OT/Backfill for CIP for SCPD during DHS-declared periods of Orange or Red threat levels (SCPD)	40,450.00	0.00
OT/Backfill for CIP for Riverhead PD during DHS-declared periods of Orange or Red threat levels (SCPD)	10,000.00	0.00
OT/Backfill for CIP for Southold PD during DHS-declared periods of Orange or Red threat levels (SCPD)	10,000.00	0.00
OT/Backfill for HS & CBRNE training for assoc law enforcement agencies (SCPD)	40,000.00	0.00
OT/Backfill for HS & CBRNE exercises for associated law enforcement agencies (ALEA) (SCPD)	20,000.00	0.00
OT/Backfill for HS & CBRNE training (SCSO)	25,695.00	0.00
OT/Backfill for CIP for Sheriff's Office during DHS-declared periods of Orange or Red threat levels (SCSO)	8,565.00	0.00
OT/Backfill for HS & CBRNE training/exercises (SCDHS)	8,565.00	0.00
OT/Backfill for HS & CBRNE training/exercises (SC Parks)	2,998.00	0.00
	<b>646,541.00</b>	<b>0.00</b>
<b>Fringe Benefits</b>		
Fringe related to Community Emergency Evacuation Coordinator (1 - full-time) (FRES)	27,908.00	0.00
Fringe related to Planning Aides (2 - full-time) (FRES)	40,453.00	0.00
Fringe related to Resource Management Officers (4 - part-time) (FRES)	6,768.00	0.00
Fringe related to Clerk Typist (1 - full-time)	21,795.00	0.00
Fringe related to OT for HS & CBRNE exercises, training (FRES)	10,143.00	0.00
Fringe related to OT for Emergency Preparedness Presentations (FRES)	1,424.00	0.00
Fringe related to OT for HS & CBRNE training (SCPD)	30,602.00	0.00
Fringe related to OT for CIP (SCPD)	9,550.00	0.00
Fringe related to OT for HS & CBRNE training/exercises (SC Parks)	502.00	0.00
Fringe related to OT for HS & CBRNE training (SCSO)	4,305.00	0.00
Fringe related to OT for CIP (SCSO)	1,435.00	0.00
Fringe related to OT for HS & CBRNE training/exercises (SCDHS)	1,435.00	0.00
	<b>156,320.00</b>	<b>0.00</b>
<b>Consultant Services</b>		
Consultant to provide NIMS Training (FRES)	8,000.00	0.00
Consultant to provide Mass Fatality Mgmt In All Hazard Environments Training (SCDHS/MEO)	5,000.00	0.00
	<b>13,000.00</b>	<b>0.00</b>

<b>Equipment</b>		
Mass Casualty Transportation Vehicle (FRES)	300,000.00	0.00
E-Team Upgrade (Software application for emergency/event management - new servers, etc.) (FRES)	125,000.00	0.00
USAR Equipment and Supplies (FRES)	10,000.00	0.00
Decon Strike Team Equipment (FRES)	71,931.00	0.00
Smiths Detection Hazardous Gas and Vaopr Indentifier (HGVI) (FRES)	140,000.00	0.00
Interoperable Radios for MEDCAT/SCLERG (SCPD)	50,000.00	0.00
VHF & 800 MHz Radio Batteries for MEDCAT/SCLERG	5,000.00	0.00
Simplex Radio Interface System (SCPD)	10,000.00	0.00
Smiths Detection Compact Chemical Detector (SCPD)	10,000.00	0.00
Covert Communications Transmitter/Receiver (SCPD)	5,000.00	0.00
X-Ray Imaging System Plates (SCPD)	8,000.00	0.00
Multi Use Logistical Site Response Trailer (SCSO)	36,000.00	0.00
Scene Lighting (SCSO)	15,000.00	0.00
Variable Message Boards (SCSO)	18,000.00	0.00
Eligible Pharmaceuticals	30,000.00	0.00
PPE for USAR - Medical Specialist Component (SCDHS/EMS)	20,000.00	0.00
Portable Morgue Shelter (SCDHS/MEO)	15,000.00	0.00
PPE (SCDHS/MEO)	7,000.00	0.00
Trailer Mounted Emergency Power/Heating Cooling System (DPW)	200,000.00	0.00
800 MHz Radios (DPW)	50,000.00	0.00
Truck Mounted Crash Barriers (2) (DPW)	40,000.00	0.00
	<b>1,165,931.00</b>	<b>0.00</b>
<b>Supplies</b>		
Incident Management Assistance Team (IMAT) Supplies (FRES)	15,000.00	0.00
	<b>15,000.00</b>	<b>0.00</b>
<b>All Other Expenses</b>		
Mass Emergency Notification Service (FRES)	140,000.00	0.00
Training/Meeting Attendance Costs (FRES)	15,000.00	0.00
	<b>155,000.00</b>	<b>0.00</b>
Grant Total:	<b>2,151,792.00</b>	<b>0.00</b>

## APPENDIX C PAYMENT AND REPORTING SCHEDULE

### For All Grantees:

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

Reimbursement requests need to include the following documents:

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

2. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
3. 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. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances **and** any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to DHSES upon request.
4. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order for that amount payable to the order of the **New York State Division of Homeland Security and Emergency Services**. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

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

5. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.
6. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

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

DHSES reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

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

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

9. The Grantee will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

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

<b>Calendar Quarter</b>	<b>Report Due</b>
January 1 - March 31	April 30
April 1 - June 30	July 30
July 1 - September 30	October 30
October 1 - December 31	January 30

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

### Appendix D - Program Workplan and Special Conditions

This Program will be implemented by: **Suffolk County Dept of Fire Rescue & Emergency Svcs**

**Project Goal:** Prevent terrorist attacks and mitigate against man-made and natural hazards; Protect the people of New York, our critical infrastructure and key resources; Prepare to respond to and recover from both man-made and natural disasters.

#### Objective # 1

Establish/enhance regional response teams.

##### Task # 1

Purchase USAR equipment and supplies.

##### Performance Measure # 1

Identify equipment/supplies ordered and received. Equipment accountability records are properly maintained. Describe how the project enhanced the region's response capabilities.

##### Task # 2

Purchase HazMat equipment.

##### Performance Measure # 1

Identify equipment ordered and received. Provide brief narrative reporting status of distribution. Equipment accountability records are properly maintained. Describe how the project enhanced the region's response capabilities.

##### Task # 3

Purchase response vehicle(s) for various response teams.

##### Performance Measure # 1

Identify equipment ordered and received. Equipment accountability records are properly maintained. Describe how the project enhanced the region's response capabilities.

#### Objective # 2

Establish/enhance citizen awareness of emergency preparedness, prevention and response.

##### Task # 1

FRES will deliver emergency management presentations to county public/private organizations and residents.

##### Performance Measure # 1

Provide brief narrative describing presentations delivered. Roster of attendees maintained on file. Describe how the project enhanced the county's emergency preparedness, prevention and response capabilities.

#### Objective # 3

Establish/enhance sustainable Homeland Security Planning Program.

##### Task # 1

Continue (4) part-time Resource Management Officers in SCFRES to strengthen planning and citizen preparedness capabilities.

##### Performance Measure # 1

Provide brief narrative reporting planning activities conducted, and describe how the project enhanced the county's prevention, response and/or recovery capabilities.

##### Task # 2

Continue full-time Community Emergency Evacuation Coordinator at SCFRES to survey and catalog assets of county agencies and integrate into NYC CALMS and E-Team, and work on behalf of FRES on regional catastrophic planning and evacuation initiatives and related work.

##### Performance Measure # 1

Provide brief narrative reporting activities conducted, and describe how the project enhanced the county's response and/or recovery capabilities.

**Task # 3**

Continue (2) full-time Planning Aides at SCFRES to assist in updating the Suffolk County Comprehensive Emergency Management Plan and its appendices, including regional approaches.

**Performance Measure # 1**

Provide brief narrative reporting planning activities conducted, and describe how the project enhanced the region's prevention, response and/or recovery capabilities.

**Objective # 4**

Adopt and implement NIMS to include integration of core concepts into plans and procedures.

**Task # 1**

Obtain consultant to provide NIMS training.

**Performance Measure # 1**

Training conducted. Provide brief narrative reporting number of individuals trained. Roster of trainees maintained on file. Describe how the project enhanced the county's prevention, response, and/or recovery capabilities.

**Objective # 5**

Assess vulnerability of and/or harden/protect critical infrastructure and key assets.

**Task # 1**

Conduct critical infrastructure protection details based on DHS-declared periods of orange or red threat levels (Suffolk County law enforcement agencies).

**Performance Measure # 1**

Provide brief narrative reporting activities conducted. Describe how the project enhanced critical infrastructure protection within the county.

**Task # 2**

Purchase X-Ray Imaging System plates for large item scanning.

**Performance Measure # 1**

Identify equipment ordered and received. Provide brief narrative reporting status of installation. Equipment accountability records are properly maintained. Describe how the project enhanced critical infrastructure protection within the county.

**Objective # 6**

Build/enhance a pharmaceutical stockpile and/or distribution network.

**Task # 1**

Purchase eligible pharmaceuticals to be used for emergency situations.

**Performance Measure # 1**

Identify pharmaceuticals ordered and received. Provide brief narrative reporting status of distribution. Describe how the project enhanced medical response capabilities.

**Objective # 7**

Develop/enhance interoperable communications system.

**Task # 1**

Continue transition of DPW onto 800 Mhz trunked radio system to provide communications interoperability through mobile and portable 800 MHz radios.

**Performance Measure # 1**

Identify equipment ordered and received. Provide brief narrative reporting status of equipment. Equipment accountability records are properly maintained. Describe how the project enhanced the region's interoperable communications capabilities.

**Task # 2**

Purchase interoperable radios for MEDCAT/SCLERG, VHF & 800 MHz radio batteries for MEDCAT/SCLERG, Simplex Radio Interface System, Covert Communications Transmitter/Receivers and a variety of other communications equipment.

**Performance Measure # 1**

Identify equipment ordered and received. Provide brief narrative reporting status of installation and training of personnel. Equipment accountability records are properly maintained. Describe how the project enhanced the region's interoperable communications capabilities.

**Task # 3**

Purchase interoperable communications equipment for various agencies/departments throughout the county.

**Performance Measure # 1**

Identify equipment ordered and received. Provide brief narrative reporting status of equipment. Equipment accountability records are properly maintained. Describe how the project enhanced the region's interoperable communications capabilities.

**Objective # 8**

Develop/enhance homeland security/emergency management organization and structure.

**Task # 1**

Continue (1) Clerk Typist full-time at FRES Emergency Management Office to provide support in planning, resources, training, exercise efforts and related work. (Position originally funded from NYS Disaster Planning and Preparedness grant, which has been exhausted.)

**Performance Measure # 1**

Provide brief narrative reporting activities conducted and describe how the project enhanced the county's prevention, response or recovery capabilities.

**Objective # 9**

Enhance capabilities to respond to all-hazards events.

**Task # 1**

Purchase Mass Casualty Transportation Vehicle pursuant to agreement by all regional UASI partners.

**Performance Measure # 1**

Identify equipment ordered and received. Provide brief narrative reporting status of equipment. Equipment accountability records are properly maintained. Describe how the project enhanced the region's medical response capabilities.

**Task # 2**

Conduct CBRNE exercise(s) involving various agencies and departments throughout the county. Submit After Action Report to DHSES for any exercise conducted.

**Performance Measure # 1**

Exercise conducted. Provide Brief narrative describing outcomes and report number of personnel involved. After Action Report submitted to DHSES. Describe how the project enhanced the county's response capabilities.

**Task # 3**

Purchase response equipment for various agencies and departments throughout the county.

**Performance Measure # 1**

Identify equipment ordered and received. Provide brief narrative on status of installation and training of personnel. Equipment accountability records are properly maintained. Describe how the project enhanced the county's response capabilities.

**Task # 4**

Continue to fund Mass Emergency Notification Service originally funded with UASI 2008 grant.

**Performance Measure # 1**

Identify services received and paid for. Describe how the project enhanced the county's emergency notification capabilities.

**Task # 5**

Upgrade E-Team application (Software application for emergency/event management).

**Performance Measure # 1**

## Appendix D - Program Workplan and Special Conditions

### I. ALL GRANT FUNDS:

#### A. Permissible Use of Funding

1. Homeland Security Grant Program (HSGP) funds must be used in accordance with the guidelines set forth in the FY 2009 HSGP application kit, which can be located at <http://www.fema.gov/government/grant/hsgp/index09.shtm>.
2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with FY 2009 HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on DHSES' website at <http://www.security.state.ny.us/publications/index.html>.
3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down FY 2009 UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

#### B. Record Requirements

1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to the NYS Division of Homeland Security and Emergency Services (DHSES), upon request.

#### C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for the FY 2009 HSGP as listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) (<https://www.rkb.us>).
2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through the NYS Division of Homeland Security and Emergency Services (DHSES), for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using FY 2009 HSGP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

#### D. Training & Exercise Related Activities

1. Any non-DHS approved training courses to be supported by this award must be submitted to DHS, through DHSES for certification.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.
3. Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

#### E. Law Enforcement Requirements

1. Grantees that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

### Appendix D - Program Workplan and Special Conditions

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, Grantees will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.
3. Grantees further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

#### F. EHP Requirements

1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.
3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

#### G. Equipment Maintenance Requirements

1. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

### II. ADDITIONAL REQUIREMENTS FOR TARGETED GRANT PROGRAMS:

#### A. Explosive Detection Canine Team Grant Program

1. Grantees are required to follow New York State Division of Criminal Justice Services (DCJS) or New York State Police (NYSP) guidelines for maintenance training in order to meet the annual recertification requirements for canines purchased with these grant funds.
2. This requirement includes attending training in which a DCJS certified canine explosives trainer is present and completes the proper documentation of such training for recertification, or attending NYSP regional explosives detection canine training as per their protocol.
3. Grantees must make these records available to DHSES, upon request, for review to ensure compliance with these conditions.

#### B. Companion Animal Shelter Equipment (CASE) Grant

1. CASE Grantees are required to submit their animal response plan to DHSES prior to Contract end date.
2. Equipment selected for purchase as part of the CASE Grant Program must be from the approved equipment list for Emergency Animal Sheltering Caches and submitted to DHSES for approval prior to purchase.

#### C. Operation SPIDER/RED Cell Team Exercises

1. To satisfy the programmatic reporting requirements for Operation SPIDER/Red Team Exercises, recipient is required to submit only one program progress report per Operation/Red Team Exercise to DHSES. This report is due 30 days after the last day of each Operation/Exercise. After Action Reports (AARs) must be submitted to DHSES for each Red Team Exercise within 30 days of the last day of each Red Team Exercise.

#### D. Bomb Squad Initiative

1. For the performance period of this grant, all bomb squads awarded grant funds by DHSES must establish, maintain and, when requested by DHSES, demonstrate the capability to wirelessly transmit radiological spectra data files from the field in real-time. These files must be transmitted to designated "reach-back" and scientific support elements in the Domestic Nuclear Detection Office (DNDO's) "Securing the Cities" Initiative or New York Statewide Radiological Detection and Interdiction Program. As necessary, funds from this award can be utilized to establish and/or maintain this capability as budgeted in approved Appendix B Project Budget.

1958

Intro. Res. No. -2010  
Introduced by Legislator Stern

Laid on Table 9/16/10

**RESOLUTION NO. -2010, DESIGNATING OCTOBER 23-31, 2010 AS "RED RIBBON WEEK" IN SUFFOLK COUNTY**

**WHEREAS**, the National Family Partnership (NFP) was created in 1980 by parents across America in response to the rising level of drug use by young people; and

**WHEREAS**, the Red Ribbon Campaign was started when drug traffickers in Mexico City murdered DEA agent Kiki Camarena in 1985, which began the continuing tradition of displaying red ribbons as a symbol of intolerance towards the use of drugs; and

**WHEREAS**, the mission of the Red Ribbon Campaign is to present a unified and visible commitment towards the creation of a Drug Free America; and

**WHEREAS**, NFP is the sponsor of the National Red Ribbon Week celebration, providing parent training and networking to keep children, families and communities safe, healthy, and drug free; and

**WHEREAS**, Suffolk County wishes to join in this celebration by designating the week of October 23-31 as "Red Ribbon Week" in Suffolk County; now, therefore be it

**1st RESOLVED**, that the week of October 23-31, 2010 is hereby designated as "**Red Ribbon Week**" within the County of Suffolk, for the purpose of promoting a Drug Free America; and be it further

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

DATED:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County

Date:

s:\res\r-red-ribbon-week

1959  
Intro. Res. No. -2010

Laid on Table 9/16/10

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2010, APPROVING AN INCREASE IN  
FLEET FOR THE SUFFOLK COUNTY POLICE DEPARTMENT  
EMERGENCY SERVICES SECTION**

**WHEREAS**, resolution 783-2009 accepts grant funds for the purchase of a rapid response vehicle for the Police Department's Emergency Service Section; and

**WHEREAS**, this resolution did not give authorization to increase the fleet; and

**WHEREAS**, the Suffolk County Police Department's Emergency Service Section is a 24 hour per day unit that covers the entire Police District and provides numerous essential emergency services; and

**WHEREAS**, this section utilizes specialized large patrol trucks that enable them to carry the many necessary tools required to complete the various high value tasks that have been assigned to this section; and

**WHEREAS**, the fleet of primary large patrol vehicles has not increased in number since the section was established 35 years ago, while the section's staffing and responsibilities have increased significantly; and

**WHEREAS**, these trucks receive heavy severe duty usage every day and log, as a fleet, close to 200,000 miles a year and repairs are often somewhat complex and time consuming; and

**WHEREAS**, the lack of available large patrol trucks negatively impacts upon public safety within Suffolk County; and

**1<sup>st</sup>** **RESOLVED**, that the Suffolk County Police department is given authorization to increase the Suffolk County Police Department Emergency Service Section's fleet of patrol vehicles by one large patrol truck; and be it further

**2<sup>nd</sup>** **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act ("SEQRA") lead agency, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Section 617.5 (c) (20), (21) and (27) of Title 6 of the New York Code of Rules and Regulations ("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 collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

[ ] Brackets denote deletion of language.

\_\_\_ Underlining denotes addition of new language.

DATED:

APPROVED BY:

---

County Executive of Suffolk County  
Date:

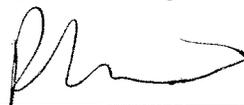
STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1959

1. Type of Legislation		
Resolution <u>  X  </u> Local Law <u>      </u> Charter Law <u>      </u>		
2. Title of Proposed Legislation		
APPROVING AN INCREASE IN FLEET FOR THE SUFFOLK COUNTY POLICE DEPARTMENT EMERGENCY SERVICES SECTION		
3. Purpose of Proposed Legislation		
To increase the Suffolk County Police Department Emergency Services Section's fleet of large patrol trucks by one.		
4. Will the Proposed Legislation Have a Fiscal Impact?                      Yes <u>  X  </u> No <u>      </u>		
5. If the answer to item 4 is "yes", on what will it impact?    (circle appropriate category)		
County <u>  X  </u>	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		
Fuel cost		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
\$75 per month		
8. Proposed Source of Funding		
Operating funds		
9. Timing of Impact		
2010		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Brian P. Cassidy, Sergeant	 (B P Cassidy 1106/1037)	7/26/10

1959

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		
<b>APPROVING AN INCREASE IN FLEET FOR THE SUFFOLK COUNTY POLICE DEPARTMENT EMERGENCY SERVICES SECTION.</b>		
3. Purpose of Proposed Legislation		
Allow for an increase in the fleet by 1 truck.		
4. Will the Proposed Legislation Have a Fiscal Impact? <b>Yes NoXX</b>		
5. If the answer to item 4 is "yes", on what will it impact?                      (circle appropriate category)		
<input checked="" type="radio"/> <b>County</b>	<input type="radio"/> <b>Town</b>	<input type="radio"/> <b>Economic Impact</b>
<input type="radio"/> <b>Village</b>	<input type="radio"/> <b>School District</b>	<input type="radio"/> <b>Other (Specify):</b>
<input type="radio"/> <b>Library District</b>	<input type="radio"/> <b>Fire District</b>	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
Retaining an older vehicle will ensure that there are enough trucks available for use during times of emergency.		
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		
Effective upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Assistant Executive Analyst		9-14-10

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

1959

**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.

COUNTY OF SUFFOLK



ME 15-600

JUL 28 2010

1959

STEVE LEVY  
COUNTY EXECUTIVE

RICHARD DORMER  
POLICE COMMISSIONER

POLICE DEPARTMENT

July 26, 2010

Ken Crannell  
Deputy County Executive  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, NY 11788

Re: Legislative Proposal  
Fleet Increase

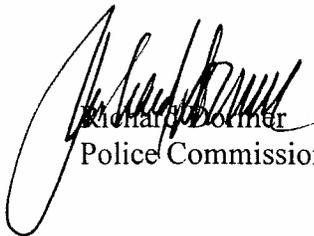
Dear Deputy County Executive Crannell:

I am requesting that the County Executive propose the attached legislative resolution approving an increase in fleet for the Suffolk County Police Department Emergency Services Section.

Enclosed is the hard copy request for a resolution (SCIN 175a) along with the draft resolution and fiscal impact statement (SCIN 175b).

An e-mail version was sent on July 26, 2010 to CE RESO REVIEW under the title Reso-SCPD Fleet Increase.

Very truly yours,

  
Richard Dormer  
Police Commissioner

cc: Christopher Kent, Chief Deputy County Executive  
Brendan Chamberlain, Intergovernmental Relations



**ACCREDITED LAW ENFORCEMENT AGENCY**

[www.suffolkpd.org](http://www.suffolkpd.org)

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



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, NY 11980

Sgt. Brian P. Cassidy  
852-6416

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Suggestion Involves:

Technical Amendment

New Program

Grant Award

Contract (New\_\_ Rev.\_\_)

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Explanation of Proposed Resolution

This resolution requests an approval for an increase in fleet for the Suffolk County Police Department Emergency Services Section.

The Emergency Services Section fleet of primary large patrol vehicles has not increased in number since the section was established thirty-five years ago.

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Summary of Resolution Benefits

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Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2010, TRANSFERRING ASSESSMENT STABILIZATION RESERVE FUNDS TO THE CAPITAL FUND, AND APPROPRIATING FUNDS FOR IMPROVEMENTS TO THE BIRCHWOODOOD/HOLBROOK WASTEWATER TREATMENT PLANT (CP 8143)**

**WHEREAS**, the Birchwood/Holbrook Wastewater Treatment Plant requires treatment process improvements; and

**WHEREAS**, there are sufficient funds in the 2010 Capital Budget and Program for improving the Birchwood/Holbrook Wastewater Treatment Plant; and

**WHEREAS**, the Administrative Head of County Sewer Districts has requested that construction funds be appropriated to cover costs associated with the improvement project; and

**WHEREAS**, Resolution No. 471-1994 as revised by Resolution No. 461-2006, established the use of a priority ranking system, implemented in the Adopted 2010 Capital Budget, as the basis for funding Capital Projects such as this project; and

**WHEREAS**, it is proposed that \$200,000 of the Assessment Stabilization Reserve Fund be appropriated for the purpose of implementing the construction phase of the project; now, therefore be it

**1<sup>st</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty seven (67), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution 461-2006 and be it further

**2<sup>nd</sup> RESOLVED**, that the Assessment Stabilization Reserve Fund shall provide the sum of \$200,000 for the purpose of implementing the construction phase of the project; and be it further

**3<sup>rd</sup> RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to amend the 2010 Adopted Operating Budget, transfer funds and accept proceeds as follows:

<u>Revenues</u>	<u>AMOUNT</u>
527-IFT-R404-Transfer from Fund 404 (Ref. 527-CAP-IFTR-R404)	\$200,000

and be it further

**4<sup>th</sup> RESOLVED**, that the funds in the amount of \$200,000 from the Assessment Stabilization Reserve Fund be and they hereby are appropriated as follows:

<u>PROJECT NO.</u>	<u>PROJECT TITLE</u>	<u>AMOUNT</u>
527-CAP-8143.312	Improvements to the Sewer District No. 12 – Birchwood/Holbrook Wastewater Treatment Plant, Construction	\$200,000

and be it further

**5<sup>th</sup> RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept these interfund revenues and effectuate these interfund transfers, including the associated cash transfers, to the Capital Sewer fund required to finance this Capital Project; and be it further

**6<sup>th</sup> RESOLVED**, that the Administrative Head of Sewer Districts be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the construction phase of the equalization and filtration facility construction to the Sewer District No. 12 – Birchwood/Holbrook Wastewater Treatment Plant.

**7<sup>th</sup> RESOLVED**, pursuant to State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter "SEQRA") Resolution No. 718-2004 has determined that engineering assistance and construction of improvements related to the Sewer District No. 12 – Birchwood/Holbrook outfall constitutes a Type II action, pursuant to the provisions of Title 6 NYCRR Part 617.5 (c)(1), (2) and (7) of Chapter 279 of the Suffolk County Code, since it involves maintenance, rehabilitation, and reconstruction of a facility in kind.

DATED:

APPROVED BY:

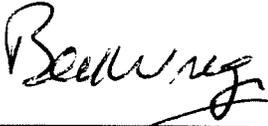
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County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1960

1. Type of Legislation		
Resolution <u>  X  </u>	Local Law _____	Charter Law _____
2. Title of Proposed Legislation		
Transferring Assessment Stabilization Reserve Funds to the Capital Fund, and Appropriating Funds for the Improvements to the Birchwood/Holbrook Wastewater Treatment Plant (CP 8143).		
3. Purpose of Proposed Legislation		
The recommendation requests the use of the Assessment Stabilization Reserve Funds as the funding for the project.		
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):    X
Library District	Fire District	County Sewer
6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact		
The legislation will allow rehabilitation of facilities to the Birchwood/Holbrook Wastewater Treatment Plant.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
2010 \$200,000 Appropriated from the Assessment Stabilization Reserve Fund.		
8. Proposed Source of Funding		
Assessment Stabilization Reserve Fund		
9. Timing of Impact		
2010		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Ben Wright, P.E. Chief Engineer Sanitation		7/26/10

*Debra Kolyer* 9/7/10

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

(960)

**GENERAL FUND**

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

**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
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>		<b>\$0.000</b>

**COMBINED**

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

**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.

625

COUNTY OF SUFFOLK



1960

STEVE LEVY  
SUFFOLK COUNTY EXECUTIVE

AUG 02 2010

DEPARTMENT OF PUBLIC WORKS

THOMAS LAGUARDIA, P.E.  
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.  
COMMISSIONER

LOUIS CALDERONE  
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: *Tom LaGuardia*  
Tom LaGuardia, P.E., Chief Deputy Commissioner

SUBJECT: **A Draft Resolution Transferring Assessment Stabilization Reserve Funds to the Capital Fund, and Appropriating Funds for Improvements to the Sewer District No. 12 – Birchwood/Holbrook Wastewater Treatment Plant (CP 8143)**

DATE: July 26, 2010

Attached is a resolution with appropriate forms and backup for improvements to the Birchwood/Holbrook Wastewater Treatment Plant filed as Reso DPW ASRF CP 8143 Birchwood/Holbrook WWTP Improvements 7-26-10 and Backup DPW ASRF CP 8143 Birchwood/Holbrook WWTP Improvements 7-26-10. Improvements are needed to the treatment process including equalization and filtration. Improvements will extend the useful life, improve safety and assist in making operation and maintenance more efficient. Prior appropriations are in place and these additional funds are needed to complete the project. Funds of \$200,000 are identified in the Adopted 2010 Capital Budget and Program as the Assessment Stabilization Reserve Fund and we have prepared the draft resolution with that source of funding.

We would request that this resolution be laid on the table at your convenience.

TL:BW:ni  
Attachment

cc: Ed Dumas, Chief Deputy County Executive  
Gil Anderson, P.E., Commissioner  
Brendan Chamberlain, Director of Intergovernmental Relations  
Lynne Bizzarro, Esq., Deputy County Attorney  
Laura Conway, CPA, Chief Accountant  
Carmine Chiusano, Assistant Budget Director  
Ben Wright, P.E., Chief Engineer, Sanitation  
CE Reso Review

tl-bw7-26-10 Backup DPW ASRF Improvements sd12 Birchwood/Holbrook CP 8143 memo to KCrannell  
SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

1961

9/16/10

Intro. Res. No. 2010

Laid on Table

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2010, TRANSFERRING ASSESSMENT STABILIZATION RESERVE FUNDS TO THE CAPITAL FUND, AND APPROPRIATING FUNDS FOR IMPROVEMENTS TO THE SEWER DISTRICT NO. 7 – MEDFORD SEWER SYSTEM (CP 8150)**

**WHEREAS**, the Sewer District No. 7 – Medford sewer system requires improvements; and

**WHEREAS**, there are sufficient funds in the 2010 Capital Budget and Program for improving the Sewer District No. 7 – Medford sewer system; and

**WHEREAS**, the Administrative Head of County Sewer Districts has requested that planning and design funds be appropriated to cover costs associated with the engineering aspects of the improvement project; and

**WHEREAS**, Resolution No. 471-1994 as revised by Resolution No. 461-2006, established the use of a priority ranking system, implemented in the Adopted 2010 Capital Budget, as the basis for funding Capital Projects such as this project; and

**WHEREAS**, it is proposed that \$25,000 of the Assessment Stabilization Reserve Fund be appropriated for the purpose of implementing the design phase of the project; now, therefore be it

**1<sup>st</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty seven (67), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution 461-2006 and be it further

**2<sup>nd</sup> RESOLVED**, that the Assessment Stabilization Reserve Fund shall provide the sum of \$25,000 for the purpose of implementing the planning phase of the project; and be it further

**3<sup>rd</sup> RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to amend the 2010 Adopted Operating Budget, transfer funds and accept proceeds as follows:

<u>Revenues</u>	<u>AMOUNT</u>
527-IFT-R404-Transfer from Fund 404 (Ref. 527-CAP-IFTR-R404)	\$25,000

and be it further

**4<sup>th</sup> RESOLVED**, that the funds in the amount of \$25,000 from the Assessment Stabilization Reserve Fund be and they hereby are appropriated as follows:

<u>PROJECT NO.</u>	<u>PROJECT TITLE</u>	<u>AMOUNT</u>
527-CAP-8150.111	Improvements to the Sewer District No. 7 – Medford Sewer System, Planning, Design & Supervision	\$25,000

and be it further

**5<sup>th</sup> RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept these interfund revenues and effectuate these interfund transfers, including the associated cash transfers, to the Capital Sewer fund required to finance this Capital Project; and be it further

**6<sup>th</sup> RESOLVED**, that the Administrative Head of Sewer Districts be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the planning phase of the sewer collection system improvements to the Sewer District No. 7 – Medford .

**7<sup>th</sup> 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) (18) and (21) of Title 6 of New York Code of Rules and Regulations (“NYCRR”), in that the law authorizes information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action. Since this law is a Type II action, the Legislature has no further responsibilities under SEQRA.

DATED:

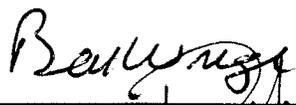
APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

(96)

1. Type of Legislation Resolution <u>  X  </u> Local Law <u>          </u> Charter Law <u>          </u>		
2. Title of Proposed Legislation Transferring Assessment Stabilization Reserve Funds to the Capital Fund, and Appropriating Funds for the Improvements to the Sewer District No. 7 – Medford Sewer System (CP 8150).		
3. Purpose of Proposed Legislation The recommendation requests the use of the Assessment Stabilization Reserve Funds as the funding for the project.		
4. Will the Proposed Legislation Have a Fiscal Impact?      Yes <u>  X  </u> No <u>          </u>		
5. If the answer to Item 4 is "yes," on what will it impact? (circle appropriate category)		
<b>County</b>	<b>Town</b>	<b>Economic Impact</b>
<b>Village</b>	<b>School District</b>	<b>Other (Specify):</b> <b>X</b>
<b>Library District</b>	<b>Fire District</b>	<b>County</b>
6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact The legislation will allow planning and design of improvements to the Sewer District No. 7 – Medford Sewer System.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. 2010 \$25,000 Appropriated from the Assessment Stabilization Reserve Fund.		
8. Proposed Source of Funding      Assessment Stabilization Reserve Fund		
9. Timing of Impact      2010		
10. Typed Name & Title of Preparer  Ben Wright, P.E. Chief Engineer Sanitation	11. Signature of Preparer  	12. Date  7/26/10 9/6/10
SCIN FORM 175B (10/95)    Debra Kolyer, PRINCIPAL FINANCIAL ANALYST tl-bw7-26-10 Backup DPW 175B ASRF Planning Improvements sd7 Medford CP8150		

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

(96)

**GENERAL FUND**

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

**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
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>		<b>\$0.000</b>

**COMBINED**

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

**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.

COUNTY OF SUFFOLK



624

(961)

AUG 02 2010

STEVE LEVY  
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

THOMAS LAGUARDIA, P.E.  
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.  
COMMISSIONER

LOUIS CALDERONE  
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: *Tom LaGuardia*  
Tom LaGuardia, P.E., Chief Deputy Commissioner

SUBJECT: **A Draft Resolution Transferring Assessment Stabilization Reserve Funds to the Capital Fund, and Appropriating Funds for Planning Improvements to the Sewer District No. 7 – Medford Sewer System (CP 8150)**

DATE: July 26, 2010

Attached is a resolution with appropriate forms and backup for improvements to the Sewer District No. 7 – Medford sewer system filed as Reso DPW ASRF CP 8150 Sewer District No. 7 - Medford Improvements 7-26-10 and Backup DPW ASRF CP 8150 Sewer District No. 7 - Medford Improvements 7-26-10. Improvements are needed to various sewer system infrastructure elements and specialized engineering assistance is required. Planning funds of \$25,000 are identified in the Adopted 2010 Capital Budget and Program as the Assessment Stabilization Reserve Fund and we have prepared the draft resolution with that source of funding. Construction funds will be requested after a public hearing is held for that project element.

We would request that this resolution be laid on the table at your convenience.

TL:BW:ni  
Attachment

cc: Ed Dumas, Chief Deputy County Executive  
Gil Anderson, P.E., Commissioner  
Brendan Chamberlain, Director of Intergovernmental Relations  
Lynne Bizzarro, Esq., Deputy County Attorney  
Laura Conway, CPA, Chief Accountant  
Carmine Chiusano, Assistant Budget Director  
Ben Wright, P.E., Chief Engineer, Sanitation  
CE Reso Review

tl-bw7-26-10 Backup DPW ASRF Planning Improvements sd7 Medford CP 8150 memo to KCrannell

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

1962

Intro. Res. No. -2010

Laid on Table 9/16/10

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2010, AMENDING THE ADOPTED 2010 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2010 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A FOUR POSTER FIELD STUDY 2010 - 2011 (CP 8710)**

**WHEREAS**, there are sufficient funds within the Reserved Fund Balance of Fund 477 for the purpose of Water Quality Protection; and

**WHEREAS**, the Suffolk County Water Quality Protection and Restoration Program Review Committee, pursuant to, Article XII of the SUFFOLK COUNTY CHARTER has recommended funding this program as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative funds; and

**WHEREAS**, the Suffolk County Department of Environment and Energy will sponsor a four poster field study in accordance with Article XII of the SUFFOLK COUNTY CHARTER; and

**WHEREAS**, the project proposes funding a study to evaluate the effectiveness of four poster device technology, a passive feeding station designed to control ticks that utilize deer as the host; and

**WHEREAS**, deer are a key host for adult blacklegged and for immature and adult lone star ticks; and

**WHEREAS**, four poster device technology is a system that targets the host organism thereby making it an effective alternative to reduce the use of ongoing and uncoordinated broadcast applications of permethrin (a pesticide currently used to control tick populations) that pose a risk to surface waters from runoff; and

**WHEREAS**, goals of the technology include improving quality of life, preserving the condition of the environment, and providing health benefits to people as well as wildlife through long-term pollution prevention and tick control; and

**WHEREAS**, funding for this project is requested through the Suffolk County Water Quality Protection and Restoration Program; and

**WHEREAS**, the Town of Shelter Island has committed by Town Resolution No. 334-2010 to \$21,629.00; and

**WHEREAS**, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2010 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

**WHEREAS**, there are sufficient funds available in Fund 477 within the Reserved Fund Balance for Water Quality related projects to support the appropriation of this project within the 2010 Capital Budget and Program; now, therefore be it

**1<sup>st</sup> RESOLVED**, that the Town of Shelter Island, New York, having conducted a coordinated review and 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)(20), (25) and (27) of Title 6 NYCRR, in that the law pertains to routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. Since this law is a Type II action, the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution and the Legislature has no further responsibilities under SEQRA; and be it further

**2<sup>nd</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty-five (55) 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

**3<sup>rd</sup> RESOLVED**, that the Adopted 2010 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 Reserve Fund Balance as follows:

EXPENDITURES:

<u>Agency</u>	<u>Fund</u>	<u>Organization</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>
IFT	477	E525	9600	Transfer to Capital Fund	\$21,629

and be it further

**4<sup>th</sup> RESOLVED**, that the interfund revenues be and hereby are transferred and accepted in the Capital Fund as follows:

REVENUES:

<u>Agency</u>	<u>Fund</u>	<u>Rev Source</u>	<u>Organization</u>	<u>Description</u>	<u>Amount</u>
IFT (Ref. 525-CAP-IFTR-R477)	525	R477	E525	Transfer from Water Quality Protection	\$21,629

and be it further

**5<sup>th</sup> RESOLVED**, that the 2010 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 8710  
 Project Title: Four Poster Field Study 2010 - 2011

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget &amp; Program</u>	<u>Revised 2010 Capital Budget &amp; Program</u>
1. Planning and Supervision	\$21,629	\$0	\$21,629W
TOTAL	\$21,629	\$0	\$21,629

and be it further

**6<sup>th</sup> RESOLVED**, that these Water Quality proceeds in the amount of \$21,629 be hereby appropriated as follows:

<u>Project Number</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-8710.128	Four Poster Field Study	\$21,629

and be it further

**7<sup>th</sup> RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept these interfund revenues and effectuate these interfund transfers, including the associated cash transfers to finance this capital project; and be it further

**8<sup>th</sup> RESOLVED**, that the County Executive is hereby authorized to execute an intermunicipal agreement with the Town of Shelter Island under Section 119-0 of the NEW YORK GENERAL MUNICIPAL LAW, which shall include but not be limited to, a provision authorizing the Town of Shelter Island to conduct a four poster field study.

DATED:

APPROVED BY:

\_\_\_\_\_  
 County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1962

1. Type of Legislation		
Resolution <u>  X  </u> Local Law _____                      Charter Law _____		
2. Title of Proposed Legislation		
<b>RESOLUTION NO. -2010, AMENDING THE ADOPTED 2010 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2010 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A FOUR POSTER FIELD STUDY 2010 - 2011 (CP 8710)</b>		
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)		
<u>  County  </u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
THIS RESOLUTION TRANSFERS FUNDS FROM FUND 477, WATER QUALITY PROTECTION, TO FUND 525- THE CAPITAL FUND- AND APPROPRIATES THESE FUNDS IN CAPITAL PROJECT 8710.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
FUND 477 RESERVE FUND BALANCE		
9. Timing of Impact		
UPON ADOPTION		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		September 12 <sup>th</sup> , 2010

**FINANCIAL IMPACT  
2011 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

1962

**GENERAL FUND**

	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

**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	\$0	\$0.00		\$0.000

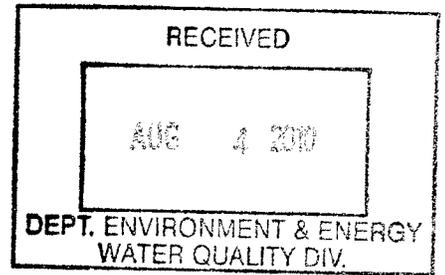
NOTES:

- 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.



## TOWN OF SHELTER ISLAND

38 NORTH FERRY ROAD - P.O. BOX 1549  
SHELTER ISLAND, NEW YORK 11964-1549



DOROTHY S. OGAR  
TOWN CLERK  
REGISTRAR OF VITAL STATISTICS  
FREEDOM OF INFORMATION OFFICER  
RECORDS ACCESS OFFICER

July 31, 2010

ADMINISTRATIVE (631)-749-1166  
FAX NUMBER (631)-749-3436

Mr. Frank P. Castelli  
Suffolk County Dept. of Environment & Energy  
H. Lee Dennison Building  
100 Veterans Memorial Highway, P.O. Box 6100  
Hauppauge, NY 11788-0909

Dear Mr. Castelli:

The following resolution was duly adopted by the Town Board of the Town of Shelter Island on the 30th day of July, 2010, to wit:

"Whereas", The Suffolk County Water Quality Protection and Restoration Program is offering a \$21,629.00 grant application, which grant will help fund the DEC/Cornell 4 Poster Program on Shelter Island, and

"Whereas", said project will require an inter-municipal agreement with Suffolk County and a Shelter Island Town funding match of \$21,629.00, now, Therefore

BE IT RESOLVED, That pursuant to the State Environmental Quality Review Act (SEQRA) and Chapter 60 of the Shelter Island Town Code, the Town Board hereby establishes itself as Lead Agency pursuant to SEQRA and determines that this application for funds would be a Type II action exempt from SEQRA as a decision in connection with continuing agency administration, and

BE IT FURTHER RESOLVED, by the Town Board of the Town of Shelter Island that the Town Supervisor is hereby authorized to file a grant application in the amount of \$21,629.00 with the Suffolk County Water Quality Protection and Restoration Program, and

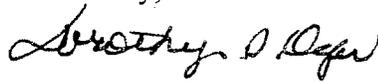
BE IT FURTHER RESOLVED, That the Town Supervisor is hereby authorized and directed to enter into an inter-municipal agreement with Suffolk County and relevant parties for the above referenced project, which agreement shall be reviewed and approved by the Town Attorney, and

Mr. Frank P. Castelli  
July 31, 2010  
Page 2

1962

BE IT FURTHER RESOLVED, That the Town Clerk is directed to forward a copy of this resolution to Frank P. Castelli, Suffolk County Department of Environment and Energy, H. Lee Dennison Building, 100 Veterans Memorial Highway, P. O. Box 6100, Hauppauge, New York 11788-00909; the Town Supervisor and the Office of the Town Attorney.

Sincerely,



Dorothy S. Ogar  
Town Clerk

DSO/soj

cc: James D. Dougherty, Town Supervisor  
Laury Dowd, Town Attorney

334-2010

COUNTY OF SUFFOLK



1962

AUG 24 2010

OFFICE OF THE COUNTY EXECUTIVE

Steve Levy  
COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER  
COMMISSIONER

DEPARTMENT OF ENVIRONMENT  
AND ENERGY

August 16, 2010

Mr. Ken Crannell  
Deputy County Executive  
H Lee Dennison Bldg. Fl. 12  
Hauppauge, NY 11788-0099

Dear Mr. Crannell:

Enclosed for your approval are the original and one (1) copy of the proposed resolution pursuant to:

AMENDING THE ADOPTED 2010 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2010 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH A FOUR POSTER FIELD STUDY 2010 - 2011 (CP 8710)

There are sufficient funds included in the 2010 Operating Budget Fund 477 for this project. The Suffolk County Water Quality Review Committee, at the June 23, 2010 meeting, approved the "4-Poster Field Study 2010-2011" submitted by the Suffolk County Department of Environment and Energy as an appropriate use of Suffolk County Water Quality Protection and Restoration Program funds in the amount of \$21,629.00.

After your examination please place this on the Legislative Agenda as soon as possible.

Sincerely,

Carrie Meek Gallagher  
Commissioner, Department of Environment & Energy

Enc.

cc: Chris Kent, Chief Deputy County Executive  
✓ Brendan Chamberlain, Director Intergovernmental Relations

Intro. Reso. No.

1963-10

Laid on Table

9/16/10

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2010, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$94,785 FROM THE STATE OF NEW YORK GOVERNOR'S TRAFFIC SAFETY COMMITTEE, TO ENFORCE MOTOR VEHICLE PASSENGER RESTRAINT REGULATIONS WITH 83.37% SUPPORT**

**WHEREAS**, the State of New York Governor's Traffic Safety Committee has awarded \$94,785 in Federal Highway Safety pass-through funds to the Suffolk County Police Department to continue a Buckle Up program targeting enforcement of motor vehicle passenger restraint regulations; and

**WHEREAS**, the operational period for this program will be from October 1, 2010, through September 30, 2011; and

**WHEREAS**, said grant funds totaling \$94,785 have not been included in the 2010 Suffolk County Operating Budget; now, therefore, be it

**1<sup>st</sup> 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>
115-4378-Federal Aid: Buckle Up	\$94,785
 <u>ORGANIZATIONS:</u>	
Police Department (POL) Buckle Up 2011 115-POL-3644	
<u>1000-Personal Services</u>	<u>\$94,785</u>
1120-Overtime Salaries	94,785

and be it further

**2<sup>nd</sup> RESOLVED**, that the non-reimbursable fringe benefits of approximately \$18,909.61 associated with the overtime salaries for this grant are included in the 2010 Suffolk County Operating Budget; and be it further

**3<sup>rd</sup> RESOLVED**, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the State of New York Governor's Traffic Safety Committee.

DATED:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County

Date of Approval:

**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 & appropriating a grant in the amount of \$94,785 from the State of New York Governor's Traffic Safety Committee, to enforce motor vehicle passenger restraint regulations with 83.37% support.

3. Purpose of Proposed Legislation

To accept \$94,785 from the State of New York Governor's Traffic Safety Committee to continue to fund the Suffolk County Police Department's Buckle Up Program, targeting enforcement of motor vehicle passenger restraint regulations.

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 continue to target the enforcement of motor vehicle passenger restraint regulations.

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

Non-reimbursable employee benefit costs of approximately \$18,909.61 will be incurred through September 30, 2011. Additional costs will only be incurred if the program receives additional funding in subsequent years.

8. Proposed Source of Funding

National Highway Traffic Safety Administration, Department of Justice, passed through the State of New York Governor's Traffic Safety Committee.

9. Timing of Impact

Immediate

10. Typed Name & Title of Preparer    11. Signature of Preparer    12. Date

Susan C. Krause  
Grants Technician



8/27/2010



DAVID A. PATERSON  
Governor

STATE OF NEW YORK  
GOVERNOR'S TRAFFIC SAFETY COMMITTEE  
DEPARTMENT OF MOTOR VEHICLES



DAVID J. SWARTS  
Chair

July 30, 2010

Ms. Sarah Furey  
Sr. Grants Analyst  
Suffolk County Police Department  
30 Yaphank Avenue  
Yaphank, New York 11980

Re: BUNY-2011-Suffolk Co PD -00298-(052)  
"BUCKLE UP NEW YORK!"  
EFFECTIVE DATE: October 1, 2010

Dear Ms. Furey:

On behalf of Governor David A. Paterson, I am pleased to notify you that Suffolk County has been awarded \$94,785 to participate in the statewide "BUCKLE UP NEW YORK!" campaign. Our goal is to increase seat belt usage in an effort to reduce serious injury or death from traffic crashes. Please note all grants will be effective only upon final approval by the New York State Office of the State Comptroller.

Thank you for participating in this very important statewide program. I wish you success in your efforts. If you have any questions, please contact the Governor's Traffic Safety Committee at (518) 474-5111.

Sincerely,

David J. Swarts  
Chair and  
Commissioner of Motor Vehicles

DJS:et

Enclosure

cc: Donald Fahey  
Peter Reilly

<b>COORDINATION OF GRANT APPLICATION OR CONTRACT</b> <b>County of Suffolk</b>		<b>DATE 6/4/2010</b> <b>REV: 8/27/2010</b>
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 5/12/2010

**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: Buckle Up 2011

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) Public Law 111-117, Consolidated Appropriations Act, 2010, National Highway Traffic Safety Administration, administered by the State of New York Governor's Traffic Safety Committee.

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 to continue to perform targeted enforcement of motor vehicle passenger restraint regulations.

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

**II. BUDGET INFORMATION**

1. Term of Contract From: 10/01/10 To: 09/30/11

2. Financial Assistance Requested

SOURCE	ELEVENTH FUNDING CYCLE		TWELFTH FUNDING CYCLE		THIRTEENTH FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$87,330	85.07%	\$87,330	85.14%	\$94,785	83.37%
State	\$		\$	%	\$	%
Private	\$	%	\$	%	\$	%
County	\$15,326	14.93%	\$15,239	14.86%	\$18,909.61	16.63%
<b>Total</b>	<b>\$102,656</b>	<b>100%</b>	<b>\$102,569</b>	<b>100%</b>	<b>\$113,694.61</b>	<b>100%</b>

3. Explanation of Requested County Financial Assistance			
<i>Category</i>	<i>Total Requested</i>	<i>Personnel Costs Requested</i>	<i>Non-Personnel Costs Requested</i>
TOTAL COUNTY SHARE:	\$18,909.61		\$18,909.61
A. Cash Contribution	\$18,909.61	\$	\$18,909.61
B. In-Kind Contribution	\$0	\$0	\$0
4. Total Number of New Positions Requested 0		5. Can This Program Be Refunded by the Proposed Non-County Sources?	
		X YES NO	
6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)			
Some additional indirect costs resulting from administrative oversight may be incurred.			
7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinue (That is, program termination, reduced services, financial implications, layoffs, etc.)?			
In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Police Department.			
8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 1/2" X 11" sheet).			
N/A			
<b>III. COUNTY EXECUTIVE'S OFFICE REVIEW</b>			
1. Intergovernmental Relations Division Review:	Approved	2. Signature of Coordinator	3. Date
	Disapproved		
4. Comments			
5. Budget Office Review:	Approved	6. Signature of Budget Director	7. Date
	Disapproved		
8. Comments			

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2010

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
<b>1000 PERSONAL SERVICES:</b> 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries	<b>94,785</b>  94,785			
<b>2000 EQUIPMENT:</b> 2010 Furniture & Fixtures 2020 Office Machines 2030 Automobiles & Motorcycles 2070 Cameras and Photographic 2500 Other Equip Not Otherwise				
<b>3000 SUPPLIES MATERIALS &amp; OTHERS:</b> 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
<b>4000 UTILITIES:</b> 4010 Telephone & Telegraph				
<b>4300 TRAVEL:</b> 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		18,909.61 17,535.23 1,374.38		These expenses are not eligible for funding under this program.
OTHER (List Source & Brief Explanation)				

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

PERSONAL SERVICES

DETAIL LISTING OF 1000 ACCOUNT

TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %		
				GRANTOR	COUNTY	IN-KIND
Police Officer	6	\$87.78/HR OT	Various	100%		
Sergeant		\$93.40/HR OT	Various	100%		

**Additional back-up material regarding IR 1963 is on file in the  
Legislative Clerk's Office, Hauppauge.**

Intro Res. No. **1965-10** Laid on Table **9/16/10**  
 Introduced by Presiding Officer on the Request of the County Executive

RESOLUTION NO. \_\_\_\_\_ TO READJUST, COMPROMISE, AND  
 GRANT REFUNDS AND CHARGEBACKS ON CORRECTION  
 OR ERRORS/COUNTY TREASURER BY: COUNTY  
 LEGISLATURE #344

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

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

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

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

<u>Description</u>	<u>Year</u>	<u>Original Tax</u>	<u>Corrected Tax</u>	<u>Chargeback or Refund, if paid</u>
<b>BROOKHAVEN:</b>				
<b>0200-975.30-03.00-024.000</b>				
<b>ITEM #8306441</b>	<b>2008/09</b>	<b>\$14,866.20</b>	<b>0.00</b>	<b>\$14,866.20</b>

Dated:

Approved By:

---

Suffolk County Executive

Date of Approval:

1965

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation  
**ResolutionXXX**                      Local Law                      Charter Law

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

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

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

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

6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact  
In the case of refunds, the County will initially refund the amount of the incorrect tax. Approximately 81% of the refunded amount will be charged back to the Town to be added to the subsequent year's tax warrant. The remainder will be a County charge. If the original tax is unpaid, the same procedure would apply, however, no County monies would be refunded and it will be charged back to the Town within twelve to eighteen months.

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

8. Proposed Source of Funding  
To be refunded from the County General Fund

9. Timing of Impact  
Variable

10. Typed Name & Title of Preparer                      11. Signature of Preparer                      12. Date  
  
Angie M. Carpenter                      *Angie M. Carpenter*                      9/13/10  
County Treasurer

**Additional back-up material regarding IR 1965 is on file in the  
Legislative Clerk's Office, Hauppauge.**

Intro. Res. No. 1967-10

Laid on Table 9/16/10

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2010, APPROVING SIX (6) LICENSE AGREEMENTS FOR COUNTY EMPLOYEES TO RESIDE IN COUNTY PARKS FACILITIES**

**WHEREAS**, Local Law No. 30-2008, "A Local Law to Protect the County's Historic and Culturally Significant Properties," established the Parks Housing Rental Board and outlined procedures for setting rental charges and license fees for facilities under the jurisdiction of the Parks Department; and

**WHEREAS**, this Local Law authorizes the Parks Department to lease or license parks facilities under its jurisdiction, subject to the approval of the Suffolk County Legislature; and

**WHEREAS**, in accordance with the process set forth by the aforementioned Local Law, the Commissioner of the Parks Department has submitted a list, as set forth in Exhibit A, of six (6) Suffolk County employees eligible to enter into license agreements to reside in Parks facilities; now, therefore be it

**1<sup>st</sup> RESOLVED**, that the Suffolk County Department of Parks, Recreation, Conservation is authorized, empowered, and directed, to enter into License Agreements with the Suffolk County employees as set forth in Exhibit A of this resolution to reside in the respective Parks facilities shown in the same Exhibit, in accordance with the provisions set forth in Chapter 378 of the SUFFOLK COUNTY CODE and Local Law No. 30-2008; and be it further

**2<sup>nd</sup> RESOLVED**, that these listed Parks facilities and the grounds on said premises shall be returned to the County of Suffolk at the conclusion of the License Agreement authorized pursuant to the 1<sup>st</sup> RESOLVED clause of this resolution in a physical condition that is substantially the same condition as on the effective date of any such agreement, or better, subject to reasonable use, wear, tear, and natural deterioration, between the date thereof and the conclusion of any such use agreements; and be it further

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

DATED:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County

Date of Approval:

EXHIBIT A

Unit	Location	Current Rent	Suffolk County Employee
Studio Apartment	Inlet Pond County Park	\$600.00	R. Myers
	Southaven County Park	\$1,050.00	A. Rivera
	West Neck Farm County Park	\$1,725.00	T. Evans
	Robert Cushman Murphy County Park	\$800.00	T. Miller
	Southaven County Park	\$1,200.00	L. Kolody
	Prosser Pines County Park	\$800.00	K. Gorman

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1967

1. Type of Legislation		
Resolution <u>  X  </u> Local Law _____                                      Charter Law _____		
2. Title of Proposed Legislation		
<b>RESOLUTION NO.                      -2010, APPROVING SIX (6) LICENSE AGREEMENTS FOR COUNTY EMPLOYEES TO RESIDE IN COUNTY PARKS FACILITIES</b>		
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)		
<u>County</u>	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		
Park revenues from rental units are estimated in the 2010 budget under revenue code 2410. Monthly Rents: Studio Apartment Inlet Pond County Park \$600 (Recently approved by Parks Housing Rental Board) 109 Southaven County Park \$1,050 111A West Neck Farm (Coindre Hall) \$1,725 114B Robert Cushman Murphy County Park \$800 117 Southaven County Park \$1,200 119B Prosser Pines County Park \$800		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
N/A		
9. Timing of Impact		
Upon adoption.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		September 9th, 2010

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

1967

**GENERAL FUND**

	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

**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	\$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.

1967

<u>UNIT</u>	<u>Location</u>	<u>Current Rental Fees</u>
	Meadow Croft - Sayville	\$750.00
	West Sayville Golf Course Gate house	\$875.00
	Inlet Pond-Southold	\$925.00
	Blydenburgh cottage (Ballantine)	\$1,175.00
	Blydenburgh	\$800.00
	Southaven-Brookhaven	\$1,050.00
	Coindre Hall-apartment	\$1,725.00
	Cordwood Landing - Miller Place	\$1,050.00
	Robert Cushman Murphy - Manorville	\$1,000.00
	Robert Cushman Murphy - Manorville	\$800.00
	West Hills-Huntington	\$1,900.00
	Southaven-Brookhaven	\$1,200.00
	Robinson Duck Farm-Brookhaven	\$1,425.00
	Prosser Pines - Middle Island	\$1,000.00
	Prosser Pines - Middle Island	\$800.00
	Froehlich Farm - Huntington	\$1,625.00
	Robinson Duck Farm-Brookhaven	\$850.00
	Timber Point	\$1,400.00
	Robert Cushman Murphy - Manorville	\$1,250.00
	Robert Cushman Murphy - Manorville	\$950.00
	Robert Cushman Murphy - Manorville	\$800.00
	West Hills - Huntington Oakley House	\$1,900.00
	Robert Cushman Murphy - Manorville	\$1,350.00
	Black Duck Lodge - Flanders	\$600.00
	Cedar Point - East Hampton	\$1,000.00
	West Hills - Huntington	\$1,325.00
	Blydenburgh cottage (Gerondel)	\$1,050.00
	Arthur Kunz County Park-Kings Park	1,475.00
	Isaac Mills House- 1 bedroom	600.00
	Cedar Beach House-Southold	1,050.00
	Lake Ronkonkoma	1,200.00

1968

Intro. Res. No. -2010  
Introduced by Legislator Losquadro

Laid on Table 9/16/10

**RESOLUTION NO. -2010, APPOINTING COMMISSIONER  
OF THE SUFFOLK COUNTY BOARD OF ELECTIONS (WAYNE  
ROGERS)**

**WHEREAS**, Res. 1264-2006 appointed Cathy L. Richter Geier as the Republican Commissioner of the Suffolk County Board of Elections; and

**WHEREAS**, Commissioner Geier retired from government service, effective August 28, 2010; and

**WHEREAS**, a Certificate of Recommendation has been filed by the appropriate party County committee for Wayne Rogers, pursuant to Section 3-504 of the NEW YORK ELECTION LAW; now, therefore be it

**1st RESOLVED**, that Wayne Rogers, currently residing in Port Jefferson, NY 11777, be and he hereby is appointed as the Republican Commissioner of the Suffolk County Board of Elections, pursuant to Section 3-204 of the NEW YORK ELECTION LAW, effective immediately, to fill the unexpired term of Cathy L. Richter Geier, said term of office to expire December 31, 2010.

DATED:

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

s:\res\l-appt-rogers-boe

1968

**WAYNE T. ROGERS**

Port Jefferson, New York 11777

**SUMMARY**

A skilled **Labor Relations Management** professional with demonstrated capabilities in Contract Negotiations, Mediation and Arbitration. Highly skilled in all aspects of Operations Management, including Staff Management and Development, Health Care Welfare Management, Organization Administration, preparation and monitoring of elections in Suffolk County. A self-directed, adaptable team leader and builder, who has developed excellent relationships with local government officials, business leaders, political leaders and union officials.

**PROFESSIONAL EXPERIENCE**

Suffolk County Board of Elections 2007 - present  
**Deputy Commissioner**

- Administered and monitored elections from petition process through certification-  
Including: training, petition submission, objections and specifications, declinations, campaign finance, ballots, voting machine mechanics and distribution, polling places, election inspectors, recanvass and certification of election
- Supervised implementation of new voting machines, including training procedures, usage and proper storage
- Supervised all aspects of Republican staff including personnel issues and assignments
- Knowledge of NYS Election Law and NYS Republican Party by-laws
- Knowledge of H.A.V.A. rules and regulations

Town of Islip 2004 -2006  
**Director of Labor Relations**

- Directed all labor mediation
- Negotiated Town Contracts

Suffolk County Department of Labor, Hauppauge, NY 2002-Present  
**Senior Deputy Labor Commissioner**

- Directed, coordinated and assisted in Labor Mediation.
- Investigated and resolved union and general population complaints. Directed to proper agencies as needed.
- Participated on a four-member Public Employees Relation Board (PERB).

Empire State Regional Council of Carpenters, Hauppauge, NY 1996-2002  
**Senior Business Representative**

- Supervised and trained all business representatives for Nassau and Suffolk Counties.
- Negotiated collective bargaining agreements on a five-person team covering 1,300 contracts.
- Appointed as an officer of the Health and Welfare Funds with revenue totaling \$200 million.
- Performed in a Trustee capacity in determining the hiring of all professionals including attorneys and investment bankers.

Suffolk County District of Council Carpenters, Medford, NY 1984-1996  
Began as a **Business Representative** and advanced to **Business Manager / Executive Secretary Treasurer.**

- Supervised five business representatives, one apprentice school administrator and a staff of 30 employees including the Welfare Pension Fund.
- Administered the Welfare Pension Fund valued at \$150 million.
- Negotiated numerous collective bargaining agreements

1968

### **PROFESSIONAL ACHIEVEMENTS & ASSOCIATIONS**

- Former President - Local 7/Local 1837 (Carpenters Union)
- Former Vice President - Nassau-Suffolk Building Trades
- Former Treasurer LI Federation of Labor
- Former member of Labor Advisory Board of Suffolk County
- Former Chairman - Suffolk County Public Employees Relation Board (PERB)
- Former Board Member - Cornell University School of Labor Relations
- American Diabetes Association - Board Member
- Delegate to the 10<sup>th</sup> Judicial Convention, Suffolk County
- Suffolk County Republican Committee member
- Brookhaven Town Republican Executive Board member

From:

09/12/2010 22:57

#445 P.001/001



SUFFOLK COUNTY LEGISLATURE  
SUFFOLK COUNTY, NY

2010 SEP 14 A 10:31

*Suffolk County Republican Committee*

RECEIVED

Via Facsimile and U.S. Mail  
854-9687

September 13, 2010

Presiding Officer, Honorable William J. Lindsay  
991 Main Street, Suite 103  
Holbrook, New York 11741

Dear Mr. Lindsay:

On August 28, 2010, the Commissioner of the Board of Elections, Cathy Richter-Geier, retired from government service.

Accordingly, it is my recommendation that the name of Wayne Rogers of 45 Jefferson Landing Circle, Port Jefferson, New York 11777, be submitted to the Legislature for consideration as Commissioner of the Board of Elections.

This appointment would be effective for the remainder of former Commissioner, Cathy Richter-Geier's term which ends December 31, 2010.

In addition, I would appreciate a resolution by the Legislature commending former Commissioner Geier for her thirty four (34) years of service to the residents of Suffolk County.

Should you have any questions or concerns, please contact me at your earliest convenience.

Further, kindly forward a copy of the resolution after it is approved.

Thank you for your consideration in this matter.

Very truly yours,

JOHN JAY LAVALLE,  
Chairman

JJL:clc  
cc: Minority Leader, Honorable Daniel P. Losquadro

1150 Portion Road, Suite 2, Holtsville, New York 11743 (631) 320-1900 (631) 320-1899 (fax)

rec'd. 9/14/10 - to PD 9/14/10

1970

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

Laid on the Table

9/16/10

**RESOLUTION NO. 2010, AMENDING THE 2010 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH RECONSTRUCTION OF CR80, MONTAUK HIGHWAY, SHIRLEY/MASTIC, TOWN OF BROOKHAVEN (CP 5516)**

**WHEREAS**, the Commissioner of Public Works has requested funds for construction in connection with Reconstruction of CR80, Montauk Highway; and

**WHEREAS**, sufficient funds are not included in the 2010 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

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

**WHEREAS**, a SEQRA determination of non-significance (negative declaration) was adopted by CEQ Resolution No. 06-10 on January 20<sup>th</sup>, 2010; and

**WHEREAS**, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$250,000 in Suffolk County Serial Bonds; now, therefore, be it

**1<sup>st</sup> RESOLVED**, no work will commence until IR-1155-2010 gets adopted by the County Legislature which affirms CEQ Resolution No. 06-10 for the following reasons:

- 1) The proposed action will not exceed any of the criteria in Section 617.7 of Title 6 NYCRR, which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form; and
- 2) The proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and the Suffolk County Code; and
- 3) The parcel does not appear to suffer from any severe environmental development constraints (limiting soil properties; no high groundwater and no unmanageable slopes); and
- 4) The project will take place on previously disturbed areas and replace parking lost during the CR 80 reconstruction; and
- 5) The Town of Brookhaven and Montauk Highway Merchant's Association support the project; and be it further

**2<sup>nd</sup> RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty eight (68) 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

**3<sup>rd</sup> RESOLVED**, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Reconstruction of CR80, Montauk Highway, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

**4<sup>th</sup> RESOLVED**, that the 2010 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5097  
 Project Title: Reconstruction of CR 17, Carleton Avenue

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget &amp; Program</u>	<u>Revised 2010 Capital Budget &amp; Program</u>
3. Construction	<u>\$5,892,000</u>	\$ 342,000B	\$ 92,000B
		<u>\$2,800,000F</u>	<u>\$2,800,000F</u>
TOTAL	\$8,542,000	\$3,192,000	\$2,942,000

Project No.: 5516  
 Project Title: Reconstruction of CR80, Montauk Highway

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget &amp; Program</u>	<u>Revised 2010 Capital Budget &amp; Program</u>
3. Construction	<u>\$19,270,000</u>	\$ 0	<u>\$250,000B</u>
TOTAL	\$27,125,000	\$55,000	\$305,000

and be it further

5<sup>th</sup> **RESOLVED**, that the proceeds of \$250,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5516.312 (Fund 001 Debt Service)	50	Parking Improvements on CR80, Montauk Highway-Construction	\$250,000

Date:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County

Date of Approval:



**FINANCIAL IMPACT  
2011 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	<b>\$21,991</b>	<b>\$0.04</b>		\$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	<b>\$0</b>	<b>\$0.00</b>		\$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	<b>\$21,991</b>	<b>\$0.04</b>		\$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: **\$250,000**

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
<b>5/1/2010</b>					
11/1/2010					
5/1/2011	<b>2.500%</b>	\$12,781.91	\$9,208.33	\$21,990.24	\$21,990.24
			\$4,368.77	\$4,368.77	
5/1/2012	<b>3.500%</b>	\$13,252.71	\$4,368.77	\$17,621.48	\$21,990.24
			\$4,124.70	\$4,124.70	
5/1/2013	<b>3.500%</b>	\$13,740.85	\$4,124.70	\$17,865.55	\$21,990.24
			\$3,871.63	\$3,871.63	
5/1/2014	<b>3.500%</b>	\$14,246.97	\$3,871.63	\$18,118.61	\$21,990.24
			\$3,609.25	\$3,609.25	
5/1/2015	<b>3.500%</b>	\$14,771.74	\$3,609.25	\$18,380.99	\$21,990.24
			\$3,337.21	\$3,337.21	
4/30/2016	<b>3.500%</b>	\$15,315.83	\$3,337.21	\$18,653.04	\$21,990.24
			\$3,055.14	\$3,055.14	
4/30/2017	<b>3.500%</b>	\$15,879.96	\$3,055.14	\$18,935.10	\$21,990.24
			\$2,762.68	\$2,762.68	
5/1/2018	<b>3.500%</b>	\$16,464.88	\$2,762.68	\$19,227.56	\$21,990.24
			\$2,459.46	\$2,459.46	
5/1/2019	<b>3.500%</b>	\$17,071.33	\$2,459.46	\$19,530.79	\$21,990.24
			\$2,145.06	\$2,145.06	
4/30/2020	<b>3.500%</b>	\$17,700.13	\$2,145.06	\$19,845.19	\$21,990.24
			\$1,819.08	\$1,819.08	
4/30/2021	<b>3.750%</b>	\$18,352.08	\$1,819.08	\$20,171.16	\$21,990.24
			\$1,481.10	\$1,481.10	
5/1/2022	<b>4.000%</b>	\$19,028.05	\$1,481.10	\$20,509.15	\$21,990.24
			\$1,130.66	\$1,130.66	
5/1/2023	<b>4.500%</b>	\$19,728.92	\$1,130.66	\$20,859.58	\$21,990.24
			\$767.32	\$767.32	
4/30/2024	<b>4.500%</b>	\$20,455.60	\$767.32	\$21,222.92	\$21,990.24
			\$390.60	\$390.60	
4/30/2025	<b>4.500%</b>	\$21,209.04	\$390.60	\$21,599.64	\$21,990.24
		<b>\$250,000.00</b>	<b>\$79,853.67</b>	<b>\$329,853.67</b>	<b>\$329,853.67</b>