

Intro. Reso. No. **1103-15**
Introduced by Presiding Officer on request of the County Executive

Laid on Table **2/3/15**

RESOLUTION NO. -2015, ACCEPTING & APPROPRIATING A GRANT IN THE AMOUNT OF \$97,000 IN FEDERAL PASS-THROUGH FUNDING FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE 2014 TACTICAL TEAM GRANT PROGRAM WITH 100% SUPPORT.

WHEREAS, the New York State Division of Homeland Security and Emergency Services has made \$97,000 in Federal pass-through funds from the 2014 State Homeland Security Grant Program (SHSP) available to Suffolk County for the 2014 Tactical Team Grant Program to be administered by the Suffolk County Police Department; and

WHEREAS, this program is designed to assist law enforcement in the prevention, deterrence and response to terrorist attacks through the purchase of specialized equipment to be used by the Suffolk County Police Department Emergency Service Section's SWAT Team; and

WHEREAS, funding will also aid in the SCPD SWAT Team's attainment of the New York State Division of Criminal Justice Services (DCJS) SWAT Team Standards; and

WHEREAS, the operational period of the Program will be from October 16, 2014 through August 31, 2016; and

WHEREAS, said grant funds have not been included in the 2015 Suffolk County Operating Budget; now, therefore, be it

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

REVENUE:	<u>AMOUNT</u>
115 - 4396 - Federal Aid: FY2014 Tactical Team Grant Program	\$97,000

ORGANIZATIONS:

Police Department (POL)
2014 Tactical Team Grant Program
115-POL-3277

<u>2000 – Equipment</u>	<u>\$97,000</u>
2500 – Other Equipment Not Otherwise	97,000

And be it further

2nd **RESOLVED**, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Division of Homeland Security and Emergency Services.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1103-15

**2015 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL: Accepting & appropriating a grant in the amount of \$97,000 in Federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the 2014 Tactical Team Grant Program with 100% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept \$97,000 in grant funding to support the purchase of specialized equipment designed to enhance the Suffolk County Police Department Emergency Service Section SWAT Team's capabilities in the areas of detection, prevention, deterrence, and response to terrorist attacks.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept pass-through Federal funding in the amount of \$97,000 to be used to enhance the Suffolk County Police Department Emergency Service Section SWAT Team's capabilities in the areas of detection, prevention, deterrence, and response to terrorist attacks.

JUSTIFICATION: The Police Department responds to terrorist events. In order to be effective in the areas of detection, prevention, deterrence, and response with regard to these events it is necessary that the Department be adequately equipped and trained. This funding will support the purchase of specialized equipment to insure the safety of the citizens of Suffolk County and the officers charged with their protection.

FISCAL IMPLICATIONS: None

GEN 1
COUNTY OF SUFFOLK



STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

**POLICE DEPARTMENT
MEMORANDUM**

TO: Jon Schneider, Deputy County Executive
Suffolk County Executive's Office

FROM: Mark White, Chief of Support Services 
Suffolk County Police Department

DATE: January 28, 2015

SUBJECT: Resolution Packets & SCIN Forms for
The 2014 Tactical Team Grant Program
DHSES #WM14152849

Attached please find the following for the New York State Division of Homeland Security and Emergency Services sponsored 2014 Tactical Team Grant Program:

- ❖ Draft Grant Resolution
- ❖ Memorandum of Support
- ❖ Grant SCIN Forms
- ❖ Request for Introduction of Legislation
- ❖ Financial Impact Statement
- ❖ Copy of the proposed contract between Suffolk County and the New York State Division of Homeland Security and Emergency Services

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW. The original grant contract will be submitted to your office upon approval of the resolution.

If it is possible to have this resolution laid on the table at the February 3, 2015 meeting and voted on during the March 3, 2015, meeting we would appreciate it.

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

Thank you for your assistance with this project.

MW/sck
Att.

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Evelyn Creen, Senior Federal & State Aid Claims Examiner



ACCREDITED LAW ENFORCEMENT AGENCY
Visit Us Online at www.suffolkpd.org
Crime Stoppers Confidential Tip Hotline 1-800-220-TIPS
Non-Emergencies Requiring Police Response, Dial (631) 852-COPS
30 Yaphank Avenue, Yaphank, New York 11980 – (631) 852-6000



COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 1/28/2015
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank	
Contact Person In Department/Agency Sarah Furey Sr. Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

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

I. BACKGROUND INFORMATION

1. Grant Title: **2014 Tactical Team Grant Program**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program) The Homeland Security Act of 2002, Public Law 107-296; Implementing Recommendations of 9/11 Commission Act of 2007, Public Law 110-53; Department of Homeland Security Appropriations Act of 2014, Public Law 113-76, Continuing Appropriations Resolution, 2015, Public Law 113-164, administered by the New York State Division of Homeland Security and Emergency Services.

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

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment).
 Grant funding will allow the Suffolk County Police Department Emergency Service Section's SWAT Team to obtain specialized equipment that will enhance its ability to prevent, deter, and respond to terrorist attacks.

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: 10/16/2014 To: 08/31/2016

2. Financial Assistance Requested

SOURCE	FIRST FUNDING CYCLE		SECOND FUNDING CYCLE		THIRD FUNDING CYCLE	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$97,000	100%	\$	%	\$	%
State	\$	%	\$	%	\$	%
Private	\$	%	\$	%	\$	%
County	\$	%	\$	%	\$	%
Total	\$97,000	100%	\$	%	\$	%

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:	\$ None	\$	\$
A. Cash Contribution	\$	\$	\$
B. In-Kind Contribution	\$	\$	\$
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 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).			
III. COUNTY EXECUTIVE'S OFFICE REVIEW			
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 2015

CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES: 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries				
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2040 Trucks, Trailers and Jeeps 2070 Cameras and Photographic 2090 Radio and Communication 2500 Other Equip Not Otherwise	97,000			
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3120 Small Tools & Automotive Maintenance 3160 Computer Software 3190 Tools & Implements 3330 Food 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph 4015 Cellular Communications 4210 Computer Services				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts				

GRANT BUDGET ANALYSIS

COUNTY BUDGET YEAR 2015

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 4770 Special Services				
4900 CONTRACTED SERVICES (LIST)				
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance				
OTHER (List Source & Brief Explanation)				

DETAIL LISTING OF 1000 ACCOUNT

PERSONAL SERVICES

TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %		
				GRANTOR	COUNTY	IN-KIND
None						

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

Sarah Furey, Senior Grants Analyst
(631) 852-6042

Resolution Involves:

Technical Amendment

New Program

Grant Award

Contract (New__ Rev.__)

Explanation of Proposed Resolution

Accepting and appropriating a grant in the amount of \$97,000 from the New York State Division of Homeland Security and Emergency Services for the 2014 Tactical Team Grant Program in Suffolk County with 100% support.

Summary of Resolution Benefits

Acceptance of these grant funds will enable the Suffolk County Police Department's Emergency Service Section SWAT Team to enhance its ability to detect, prevent, deter, and respond to terrorist attacks through the purchase of specialized equipment.

**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 \$97,000 in Federal pass-through funding from the New York State Division of Homeland Security and Emergency Services for the 2014 Tactical Team Grant Program with 100% support.

3. Purpose of Proposed Legislation

To accept \$97,000 from the New York State Division of Homeland Security and Emergency Services which will provide for specialized equipment purchases designed to enhance the ability of the Suffolk County Police Department's Emergency Service Section SWAT Team to detect, to prevent, to deter, and to respond to terrorist activities.

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

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

(Circle appropriate category)

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

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

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

Other Subdivision:

Program is 100% funded by grantor.

8. Proposed Source of Funding

New York State Division of Homeland Security and Emergency Services

9. Timing of Impact

Immediate

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

Susan C. Krause
Grants Analyst



1/28/15



NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Andrew M. Cuomo, Governor

Jerome M. Hauer, Ph.D., MHS, Commissioner

October 16, 2014

The Honorable Steve Bellone
Suffolk County Executive
H. Lee Dennison Building
100 Veterans Memorial Highway,
P.O. Box 6100
Hauppauge, NY 11788

Dear Mr. Bellone:

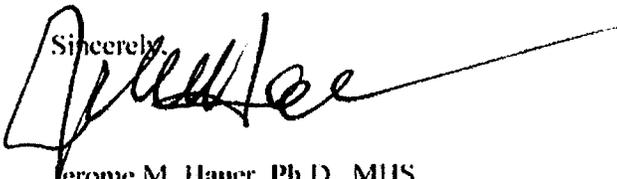
I am pleased to announce that Suffolk County has been awarded \$97,000 in federal funding under the FY2014 Tactical Team Grant Program. Funding for this initiative is provided through the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP). The performance period for this award is October 16, 2014 through August 31, 2016.

As outlined in your application, this funding is provided to improve and develop tactical team capabilities through equipment, training, exercise, and planning projects that support counter terrorism missions in your jurisdiction as well as your team's attainment of the New York State Division of Criminal Justice Services (DCJS) SWAT Team Standards. Your award was reduced by \$3,000 since your request for Aimpoints are classified as unallowable items under this grant program.

As a reminder, all capabilities developed through federal FY2014 SHSP funding are required to be deployable regionally and nationally per the Federal Funding Opportunity Announcement. In addition, funding through this grant program is subject to both New York State and federal guidelines and regulations.

A representative from DHSES's Grant Program Administration Unit will be reaching out to your grant point of contact shortly. If you have any questions about this program, please contact Tony Pesce at (518) 242-5113.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

Jerome M. Hauer, Ph.D., MHS
Commissioner

cc: Inspector Mark Fisher, Suffolk County Police Department

<u>STATE AGENCY</u> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	<u>NYS COMPTROLLER'S NUMBER:</u> C152849 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01077
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Suffolk County H Lee Dennison Building 100 Veterans Memorial Highway Hauppauge, NY 11788	<u>TYPE OF PROGRAMS:</u> WM2014 SHSP <u>CFDA NUMBER:</u> 97.067 <u>DHSES NUMBERS:</u> WM14152849
<u>FEDERAL TAX IDENTIFICATION NO:</u> 11-6000464 <u>MUNICIPALITY NO:</u> (if applicable) 470100000 000 <u>SFS VENDER NO:</u> 1000000809	<u>INITIAL CONTRACT PERIOD:</u> FROM 10/16/2014 TO 08/31/2016 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$97,000.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable)
<u>CHARITIES REGISTRATION NUMBER:</u> <div style="border: 1px solid black; padding: 2px; width: fit-content;">N/A</div> (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> <input type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions <input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) <input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request <input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: _____, Date: _____ <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Mr. Dennis M. Cohen, Chief Deputy County Executive Date: _____	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTRROLLER'S SIGNATURE _____ Title: _____ Date: _____

Award Contract

SHSP

Project No.

Grantee Name

TT14-1050-E00

Suffolk County

12/18/2014

Award Contract

SHSP

Project No.

Grantee Name

12/18/2014

TT14-1050-E00

Suffolk County

Award Contract

SHSP

Project No.

Grantee Name

12/18/2014

TT14-1050-E00

Suffolk County

Award Contract**SHSP****Project No.****Grantee Name**

TT14-1050-E00

Suffolk County

12/18/2014

Budget Summary by Participant

Suffolk County - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Helmets with Adjustable Pad and Retention System and replacement retention systems	01LE-01-HLMT	1	\$6,915.00	\$6,915.00	\$6,915.00	\$0.00
2	Hand Held Tactical Shield	01LE-01-SHLD	8	\$1,975.00	\$15,800.00	\$15,800.00	\$0.00
3	Hostage Negotiation Team portable cell phone communications consoles	03OE-01-CTAC	3	\$1,500.00	\$4,500.00	\$4,500.00	\$0.00
4	Helmet lights with LEDs	03OE-04-LTHH	40	\$131.25	\$5,250.00	\$5,250.00	\$0.00
5	Night vision equipment	04MD-01-LAMP	1	\$55,635.00	\$55,635.00	\$55,635.00	\$0.00
6	Tactical Shield with wheeled dolly	01LE-01-SHLD	1	\$8,900.00	\$8,900.00	\$8,900.00	\$0.00
Total					\$97,000.00	\$97,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$97,000.00	\$97,000.00	\$0.00

Suffolk County Police Department

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$97,000.00	\$97,000.00	\$0.00

Award Contract**SHSP****Project No.**

TT14-1050-E00

Grantee Name

Suffolk County

12/18/2014

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Grantees:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. 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, by email at 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.

2. 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

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

B. Interim and/or Final Claims for Reimbursement

1. 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.

2. 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

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The 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.

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

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

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

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

Expenditure Report (Fiscal Cost Report)

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

Final Report

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

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

All submitted vouchers will reflect the 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.

2. 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:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30

Calendar Quarter: April 1 - June 30 -- Report Due: July 30

Calendar Quarter: July 1 - September 30 -- Report Due: October 30

Calendar Quarter: October 1 - December 31 -- Report Due: January 30

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

Rev. 05/2013

Certified by - on

Award Contract**SHSP****Project No.****Grantee Name**

TT14-1050-E00

Suffolk County

12/18/2014

Work Plan**Goal**

To develop and enhance tactical team response capabilities.

Objective #1

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Counter-Terrorism and Law Enforcement

Target Capability

Primary - Counter-Terror Investigation and Law Enforcement

To enhance the capabilities of tactical response teams in New York State.

Task #1 for Objective #1

Purchase allowable tactical team equipment. Train appropriate personnel in the proper use of the equipment and place the equipment in service.

Performance Measure

- 1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced tactical team capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.

Award Contract**SHSP****Project No.**

TT14-1050-E00

Grantee Name

Suffolk County

12/18/2014

APPENDIX A-1

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

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

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

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. All personal pronouns used herein shall be considered general neutral. This Contract is made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

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

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

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

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

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

K. Notice:

1) All notices, except for notices of termination, shall be in writing and shall be transmitted either:

- a) by certified or registered United States mail, return receipt requested;
- b) by facsimile transmission;
- c) by personal delivery;
- d) by expedited delivery service; or
- e) by e-mail.

2) 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.

3) The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

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

P. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES or any county or other local government entity.

Q. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

S. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any

candidate for public office.

T. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.¹

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1) General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2) Renewal Notice to Not-for-Profit Contractors:

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

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

C. Termination:

1) Grounds:

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

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

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

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

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

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

2) Notice of Termination:

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

- i. personal messenger service; or
- ii. certified mail, return receipt requested and first class mail.

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

- i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or
- ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

- a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.
- b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

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

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

- a) the repayment to the State of any monies previously paid to the Contractor; or
- b) the return of any real property or equipment purchased under the terms of the Contract; or
- c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

- 1) In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
- 2) The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
- 3) The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
- 4) Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
- 5) If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless

specifically detailed and pre-approved by the State.

6) Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7) Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1) Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2) Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3) For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

4) Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5) If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1) The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2) Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit

vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:² Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:³ Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁴ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁵ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule),

h) Fifth Quarter Payments:⁶ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3) The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4) The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5) The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6) All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7) All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1) Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal

employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

E. Refunds:

1) In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2) If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1) The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2) Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time

period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

I. Additional Terms:

1) The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the

project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8) Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

9) DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

a) DHSES shall provide the Contractor with written notice of noncompliance.

b) Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this

Contract.

c) DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

10) As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

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

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

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

B. Subcontractors:

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

2) The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3) Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4) When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

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

6) The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1) The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2) Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1) Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at

reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2) For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3) For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4) Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5) The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1) General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2) Cost Allocation:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3) Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1) Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2) Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

- a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
- b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.
- 3) Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither 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 the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

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

- 1) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
- 2) The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
- 3) The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- 4) At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- 5) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

- 1) If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:
 - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
 - b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
 - c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
 - d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

- 1) In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and

effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2) If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

- 1) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
- 2) any debts owed for UI contributions, interest, and/or penalties;
- 3) the history and results of any audit or investigation; and
- 4) copies of wage reporting information.

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

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

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

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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

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

P. Consultant Disclosure Law:⁷ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1) General Provisions

a) The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b) The Contractor to the subject contract (the 'Contractor' and the 'Contract,' respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and

contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

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

2) Contract Goals

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

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

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

3) Equal Employment Opportunity (EEO)

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

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

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

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

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

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

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

b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because

of race, creed, color, national origin, sex, age, disability or marital status.

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

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

c) Staffing Plan

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

d) Workforce Employment Utilization Report

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

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

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

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

4) MWBE Utilization Plan

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

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

c) Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE

Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5) Waivers

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

6) MWBE Subcontractor Utilization Quarterly Report

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

7) Liquidated Damages - MWBE Participation

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

b) Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

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

8) M/WBE AND EEO Policy Statement

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

M/WBE

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

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor 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. **Audit Requirements.** This Contract, and any sub-awards resulting from this Contract, 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 Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

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

E. **Administrative, Cost and Audit Requirements:** The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1) **Administrative Requirements:**

- a) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments
- b) 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

2) **Cost Principles:**

- a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
- b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
- c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
- d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

3) **Audit Requirements:**

- a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (for audits of fiscal years beginning prior to December 26, 2014)
- b) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (for audits of fiscal years beginning on or after December 26, 2014)

F. **Contracting with small and minority firms, women's business enterprise and labor surplus area firms.**

1) Consistent with 44 CFR Part 13, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2) **Affirmative steps shall include:**

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (f) of this section.

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

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

I. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=55e12eead565605b4d529d82d276105c&node=2:1.1.2.1.1.6&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

J. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

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

1) If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

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

3) The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

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

L. Accounting for Grant Expenditures:

1) Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2) Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3) None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4) If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5) The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

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

M. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

N. Space rental provided by this Contract must be supported by a written lease, maintained on file and made

⁴ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁵ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁶ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁷ Not applicable to not-for-profit entities.

VER 07/14

Certified by - on

Award Contract**SHSP****Project No.****Grantee Name**

TT14-1050-E00

Suffolk County

12/18/2014

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

Certified by - on

Award Contract**SHSP****Project No.****Grantee Name**

TT14-1050-E00

Suffolk County

12/18/2014

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 HSGP application kit, which can be located at <http://www.fema.gov/government/grant/hsgp/index.shtm>.
2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with 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 the NYS Division of Homeland Security and Emergency Services' (DHSES) website at <http://www.dhSES.ny.gov/planning/#strat>.
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 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 DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (<https://www.llis.dhs.gov/knowledgebase>).
2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through 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 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 training course to be supported by this award must be submitted to DHSES for approval.
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.

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.

5. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, the screening form is available at:

<http://www.dhSES.ny.gov/grants/#ehp>

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.

H. New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES-specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, Contractors must arrange for DHSES-specified Contractor employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the Contractor will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day-cycle from the date of initial training for previously trained individuals if such person remains employed by the Contractor and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES-specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Contractors must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Grantees must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the Contractor to ensure that it is effective.

4. All grantees and subgrantees funded through this program agree to provide DHSES, upon request at any

time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the grantee or subgrantee; and (2) the status of any corresponding grantee or subgrantee plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded grantees and subgrantees agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

RESOLUTION NO. -2015, AMENDING THE 2015 ADOPTED OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2015 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE EFFECT OF THE MILLSTONE NUCLEAR POWER PLANT ON THE TEMPERATURES OF THE LONG ISLAND SOUND (CP 8710)

WHEREAS, the Long Island Sound is an important natural resource for Suffolk County residents; and

WHEREAS, actions by other municipalities bordering Long Island Sound may affect the environmental health of the Sound, and in turn, may lead to adverse health and economic effects for Suffolk County residents; and

WHEREAS, the School of Marine and Atmospheric Sciences (SoMAS) at Stony Brook University has indicated, based on data from the Millstone Environmental Laboratory, that the water in the Long Island Sound in the vicinity of the Millstone Power Plant is warming at a rate which is six times faster than projected by global warming; and

WHEREAS, changes in water temperature can cause drastic changes to the ecological processes and inhabitants of the Sound, including fish, lobsters, algae, bivalves, and seagrasses; and

WHEREAS, the Millstone Power Station is required to renew a permit mandated by the federal Clean Water Act; and

WHEREAS, it is important to assess current and projected future temperature conditions within Long Island Sound and the Peconic Estuary to ascertain how any future thermal discharge would alter the distribution and densities of seagrasses, bivalves, and harmful algal blooms; and

WHEREAS, such a study would prove useful for evaluating a permit application under the Clean Water Act; and

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

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2015 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, the Suffolk County Water Quality Review Committee, pursuant to Article XII of the Suffolk County Charter, recommends funding for programs which are

appropriate uses of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship funds; 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 2015 Capital Budget and Program; and

WHEREAS, pending review of this project by the Suffolk County Water Quality Review Committee, the Suffolk County Legislature wishes to amend the 2015 Operating and Capital Budgets to provide funding for this project through the Suffolk County Water Quality Protection and Restoration Program; now, therefore be it

1st **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (c) (20), (21), and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), and the Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-three (63) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

3rd **RESOLVED**, that sufficient funds exist within Fund 477's Water Quality Reserve Fund Balance component to cover the cost of said transfer; and be it further

4th **RESOLVED**, that the Adopted 2015 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	\$112,798

and be it further

5th **RESOLVED**, that the interfund revenues be and hereby are transferred and accepted in the Capital Fund as follows:

<u>Agency</u>	<u>Fund</u>	<u>Rev Source</u>	<u>Organization</u>	<u>Description</u>	<u>Amount</u>
IFT	525	R477	E525	Transfer from Water Quality Protection	\$112,798

and be it further

6th **RESOLVED**, that the 2015 Capital Budget and Program be and are hereby amended as follows:

Project No.: 8710
 Project Title: Effect of the Millstone Nuclear Power Plant on the Temperatures of the Long Island Sound

	<u>Total Est'd Cost</u>	<u>Current 2015 Capital Budget & Program</u>	<u>Revised 2015 Capital Budget & Program</u>
1. Planning	\$112,798	\$0	\$112,798W
TOTAL	\$112,798	\$0	\$112,798

and be it further

7th **RESOLVED**, that the interfund revenues in the amount of \$112,798 be and hereby is appropriated as follows:

<u>Project Number</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-8710.142	Effect of the Millstone Nuclear Power Plant on the Temperatures of the Long Island Sound	\$112,798

and be it further

8th **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.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1105

Intro. Res. No. -2015
Introduced by Legislator Calarco

Laid on Table 2/3/2015

**RESOLUTION NO. -2015, AMENDING THE 2015
OPERATING BUDGET TO PROVIDE FUNDS FOR A STUDY
OF OPIOID ADDICTION AND ABUSE RELATED COSTS IN
SUFFOLK COUNTY**

WHEREAS, the California Counties of Orange and Santa Clara, and the City of Chicago have recently taken legal action against pharmaceutical companies charging that certain opioid manufacturers knowingly and aggressively marketed opioids by misrepresenting these drugs; and

WHEREAS, according to the Law Department's feasibility study, there may be viable causes for action against certain opioid manufacturers on the basis of negligent and/or deceptive marketing under New York State Law; and

WHEREAS, opioid sale, use, overdoses, and rates of addiction appear to have increased across the nation, including in Suffolk County, after the alleged misrepresentations and aggressive marketing began; and

WHEREAS, County law enforcement agencies, the medical community, and County residents have all been adversely impacted by the increase in the incidence and prevalence of opioid addiction and opioid overdoses; and

WHEREAS, the Law Department's feasibility study further found that the increase in the County's public healthcare and public safety costs related to opioid abuse is not known, and that a comprehensive financial impact study is a necessary precondition to legal action by Suffolk County; and

WHEREAS, there are currently no appropriations allocated for such a study in the 2015 Adopted Operating Budget; and

WHEREAS, there are surplus appropriations in the 2015 Adopted Operating Budget for Gasoline and Motor Oil in the Department of Public Works; and

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

1ST RESOLVED, that the Suffolk County Department of Law is authorized, empowered, and directed to undertake a study to ascertain the public health and public safety costs that it has sustained related to opioid abuse and addiction; and be it further

2ND RESOLVED, that the 2015 County Operating Budget is hereby amended as follows and that the County Comptroller and the County Treasurer be and hereby are authorized to transfer the following funds and authorizations.

APPROPRIATIONS:

FROM:

<u>FD</u>	<u>AGY</u>	<u>UNIT</u>	<u>ACT</u>	<u>OBJ</u>	<u>UNIT/ACTIVITY & OBJECT NAME</u>	<u>AMOUNT</u>
016	DPW	5130	0000	3150	Gasoline & Motor Oil	-\$20,000
001	IFT	E016	0000	9600	Transfer to Funds	-\$20,000

TO:

<u>FD</u>	<u>AGY</u>	<u>UNIT</u>	<u>ACT</u>	<u>OBJ</u>	<u>UNIT/ACTIVITY & OBJECT NAME</u>	<u>AMOUNT</u>
001	LAW	1420	0000	4560	Fees For Services: Non-Employ	\$20,000

REVENUES:

FROM:

<u>FD</u>	<u>AGY</u>	<u>REV CODE</u>	<u>REVENUE NAME</u>	<u>AMOUNT</u>
016	IFT	R001	Transfer from General Fund	-\$20,000

and be it further

3RD RESOLVED, that the moneys appropriated pursuant to this resolution shall be used for the sole and exclusive purpose of funding a study of the economic impact of drug addiction related costs in Suffolk County.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1106

Intro. Res. No. -2015
Introduced by Presiding Officer on request of the County Executive

Laid on Table 2/3/15

**RESOLUTION NO. -2015, ADOPTING LOCAL LAW NO. -2015, A
LOCAL LAW TO AMEND CHAPTER 563-49, ARTICLE V OF THE
SUFFOLK COUNTY CODE COMMONLY KNOWN AS "DEALERS IN
SECONDHAND ARTICLES"**

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on , a proposed local law entitled, "**A LOCAL LAW TO AMEND CHAPTER 563 ARTICLE V OF THE SUFFOLK COUNTY CODE COMMONLY KNOWN AS 'DEALERS IN SECONDHAND ARTICLES'**" and said local law in final form is the same as when presented and introduced; now, therefore, be it

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

LOCAL LAW NO. -2015, SUFFOLK COUNTY, NEW YORK

**A LOCAL LAW TO AMEND CHAPTER 563-49, ARTICLE V OF THE
SUFFOLK COUNTY CODE COMMONLY KNOWN AS "DEALERS IN SECONDHAND
ARTICLES"**

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 Chapter 563, Article V, frequently known as Dealers in Secondhand Articles, has proved to be useful in recovering stolen property that has been sold to dealers in secondhand articles.

This Legislature further finds there has been a rise in the number of larceny incidents in which persons steal merchandise from merchants and then return the merchandise to the merchants pursuant to claims for refunds without a receipt.

This Legislature further finds that when merchandise is returned to a merchant without a receipt, merchants will frequently issue credit for such refunds on a gift card or certificate.

This Legislature further finds that merchants frequently do not ascertain that the stolen merchandise that has been returned was in fact stolen until after the gift cards or certificates have been issued pursuant to refund claims.

This Legislature further finds that persons who commit such larcenies often sell the gift cards or certificates to secondhand dealers for an amount of cash which is less than the actual value of such gift cards or certificates.

This Legislature additionally finds that persons who sell stolen property to dealers in secondhand articles at times provide false names and false identification documents to such dealers, and investigative and prosecutorial efforts concerning stolen property sold to dealers in secondhand articles will be augmented if sellers are required to produce photo identification.

This Legislature further finds that in order to improve the effectiveness of Chapter 563, Article V of the Suffolk County Code, gift cards and certificates shall be added to the list of articles specified in the definition of Dealer in Secondhand Articles articulated in Section 563-49 of the Suffolk County Code, and

the definition of Proper Identification articulated in Section 563-49 of the Suffolk County Code shall be limited to identification documents that depict the name, address, and photograph of the seller.

Section 2. Amendments.

Chapter 563 of the SUFFOLK COUNTY CODE is hereby amended as follows:

Chapter 563, Licensed Occupations

ARTICLE V, Dealers in Secondhand Articles

§ 563-49. Definitions.

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

ANTIQUE FIREARMS Any unloaded muzzle-loading pistol or revolver with a matchlock, flintlock, percussion cap or similar type of ignition system, or a pistol or revolver which uses fixed cartridges which are no longer available in the ordinary channels of commercial trade.

BUSINESS DAY Any calendar day except Sunday or any County holiday.

DEALER IN SECONDHAND ARTICLES

A. Any person corporation, partnership, collateral loan broker, as defined in Article 5 of the New York General Business Law, or other entity and its employees that, as a business, transacts more than five deals in the purchase of, sale of, or transaction for a collateral loan against any of the following articles within a twelve-month period: [Amended 9-15-2011 by L.L. No. 49-2011; 12-6-2011 by L.L. No. 2-2012]

- (1) Antique firearms.
- (2) Rifles.
- (3) Shotguns.
- (4) Cameras and other photography equipment.
- (5) Business machines, including but not limited to typewriters, copying machines, sorting machines, calculators, word processing equipment and data processing equipment.
- (6) Electronic equipment or component parts thereof, including but not limited to televisions, stereos, videocassette recorders, video games, computers, citizen band radios and cable television converters and descramblers.
- (7) Electrical appliances other than refrigerators, washers, dryers, stoves, ovens and home freezers.

- (8) Marine equipment, including but not limited to in-board and outboard motors, anchors, fenders and radio and navigation equipment. This equipment shall not include boats.
- (9) Telescopes.
- (10) Binoculars.
- (11) Musical instruments.
- (12) Cellular telephones and pagers.
- (13) Electric- and gas-powered yard or garden equipment and tools.
- (14) Electric-, pneumatic-, or hydraulic-powered construction or mechanic's equipment or tools.
- (15) Gift cards, gift certificates, or any other instrument or document evidencing credit or value that can be used to purchase merchandise or services.**

B. Exempted operation

- (1) "Dealer in secondhand articles" shall not include any organizations formed for charitable purposes which accept donations of secondhand articles and resell them to raise funds for purposes consistent with the formation of the organization, nor any persons, corporations, partnerships or other entities and their employees that, as a business, are principally engaged in the service and/or repair of electronic equipment or component parts thereof and who, from time to time, sell electronic equipment or component parts thereof, which have been left for repair and later abandoned.
- (2) The sale of secondhand goods at events commonly known as "garage sales," "yard sales," or "estate sales," provided:
 - (a) The sale is held on noncommercial property;
 - (b) None of the items offered for sale have been purchased for resale;
 - (c) The owner of the property receives all proceeds; and
 - (d) The sale period is no longer than 72 hours. At no time shall the property owner be permitted to conduct more than two events within a twelve-month period.
- (3) Secondhand books, comic books, magazines, post cards, and postage stamps.
- (4) Organizations or persons that resell secondhand articles acquired solely from:
[Added 12-15-2009 by L.L. No. 43-2009]

(a) Other organizations or persons who or which received the secondhand articles by way of gift or donation; or

(b) Members of the general public by way of gift or donation.

DEPARTMENT

The Office of Consumer Affairs.

PROPER IDENTIFICATION

Identification documents that contain the person's name, **address**, and **[either]** a photograph **[or a physical description]** of said person. Social security cards, draft registration cards, voter registration cards and comparable documents shall not be considered sufficient identification for the purpose of this article.

SECONDHAND ARTICLE

An article or object which:

- A. Has been previously sold at retail; or
- B. Has been previously used or is not in a new condition.

* * * *

Section 3. Severability.

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

Section 4. SEQRA Determination.

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

Section 5. Applicability.

This law shall apply to all actions and transactions occurring on or after the effective date.

Section 6. Effective Date.

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

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

DATED:

APPROVED BY:

Steven Bellone
County Executive of Suffolk County

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

1106

GEORGE NOLAN
COUNSEL TO THE LEGISLATURE
email: george.nolan@suffolkcountyny.gov



WILLIAM H. ROGERS BUILDING
P.O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5494 (PHONE)
(631) 853-4415 (FAX)

DATE: FEBRUARY 2, 2015

TO: CLERK OF THE COUNTY LEGISLATURE

RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2015

TITLE: I.R. NO. -2015; A LOCAL LAW TO AMEND CHAPTER 563-49, ARTICLE IV OF THE SUFFOLK COUNTY CODE COMMONLY KNOWN AS "DEALERS IN SECONDHAND ARTICLES"

SPONSOR: PRESIDING OFFICER ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 2/2/15 PUBLIC HEARING: 3/3/15

DATE ADOPTED/NOT ADOPTED: _____ CERTIFIED COPY RECEIVED: _____

This proposed local law would amend the County's law governing dealers in secondhand articles to make the following changes:

1. add gift cards and gift certificates to the list of items that are considered "secondhand articles"; and
2. require persons selling secondhand articles to produce photo identification at the time of sale.

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

GEORGE NOLAN
Counsel to the Legislature

GN:tm

s:\rule28\28-CE secondhand articles

1107

Intro. Res. No. -2015
Introduced by Presiding Officer on request of the County Executive

Laid on Table 2/3/15

**RESOLUTION NO. -2015, ADOPTING LOCAL LAW NO. -2015, A
LOCAL LAW TO AMEND CHAPTER 563 ARTICLE IV OF THE
SUFFOLK COUNTY CODE COMMONLY KNOWN AS "PRECIOUS
METAL AND GEM EXCHANGES"**

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on , a proposed local law entitled, "**A LOCAL LAW TO AMEND CHAPTER 563 ARTICLE IV OF THE SUFFOLK COUNTY CODE COMMONLY KNOWN AS 'PRECIOUS METAL AND GEM EXCHANGES'**" and said local law in final form is the same as when presented and introduced; now, therefore, be it

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

LOCAL LAW NO. -2015, SUFFOLK COUNTY, NEW YORK

**A LOCAL LAW TO AMEND CHAPTER 563 ARTICLE IV OF THE SUFFOLK COUNTY CODE
COMMONLY KNOWN AS "PRECIOUS METAL AND GEM EXCHANGES"**

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 Chapter 563, Article IV, commonly known as "Precious Metal and Gem Exchanges," has proved to be useful in recovering stolen precious metals and gems that have been sold to precious metal and gem exchanges, and has also proved to be useful in prosecuting those persons who possessed such stolen property.

This Legislature further finds that persons who sell stolen precious metals and gems to precious metal and gem exchanges sometimes provide false names and false identification documents to such exchanges.

This Legislature further finds that the required record keeping regarding the purchase of precious metals and gems by precious metal and gem exchanges is sometimes insufficient to properly identify such precious metals and gems and the seller.

This Legislature also finds that the transactional records retention time period of three years currently imposed upon precious metal and gem exchanges is sometimes insufficient for investigative and prosecutorial purposes when persons sell stolen precious metals and gems to such exchanges.

This Legislature further finds that in order to improve the effectiveness of Chapter 563, Article IV of the Suffolk County Code, the following amendments to the Suffolk County Code shall be effected:

- Section 563-41 of the Suffolk County Code shall be amended to require that precious metal and gem exchanges retain transactional records for a period of seven years.
- Section 563-41 of the Suffolk County Code shall require precious metal and gem exchanges to take digital photographs of:

The persons selling precious metals and gems to such exchanges;

The identification produced by persons selling precious metals and gems to such exchanges; and

The precious metals and gems that are sold to such exchanges.

- Section 563-44 of the Suffolk County Code shall be amended to require precious metal and gem exchanges to obtain identification documents from sellers that depict photographs of the sellers.

Section 2. Amendments.

Chapter 563 of the SUFFOLK COUNTY CODE is hereby amended as follows:

Chapter 563, Licensed Occupations

* * * *

ARTICLE IV, Precious Metal and Gem Exchanges

* * * *

§ 563-41. Required records.

A. Each licensee shall keep records, legibly written in English, in a bound book. All entries shall be made in ink at the time of each transaction and shall include the computer transaction number. Each transaction shall also include:

- (1) An accurate account and description of the object, including but not limited to the weight (if applicable) and purity of the precious metal or gem, any inscriptions, and any identifying characteristics or marks.
- (2) The amount paid for the article.
- (3) The date of the transaction.
- (4) The name, home residence, date of birth, sex, color and description, as near as possible, of the clothing and person selling the items.
- (5) The type of identification produced by the person selling the article.
- (6) Records of written consent required under § 563-44A(2) of this chapter shall be retained with the record book.
- (7) The signature of the person identified in the transaction.

B. No alterations or erasures are to be made to records, and erroneous entries are to have a simple line drawn through them and the corrected entry made on the next line.

C. The records shall be retained in the possession of the licensee, in good condition and in an orderly fashion, for at least **seven** [three] years from the time the record is made.

D. Written receipt issued to the seller with the serial number of the transaction and the information required in Subsections A, B and C shall be retained.

E. Each licensee shall take digital photographs of the following:

- (1) **The precious metals and/or gems purchased;**
- (2) **The head and face of the person selling the precious metals and/or gems (with any and all obstructions – i.e., hat, hood, sunglasses, etc. – removed); and**
- (3) **The identification produced by the person selling the precious metals and/or gems.**

The photographs described in (1), (2), and (3) above shall be taken separately, and each photograph shall have the corresponding serial number of the transaction (as indicated on the written receipt issued to the seller) visible and legibly depicted in each photograph. Further, licensees shall ensure that the identification produced by the person selling the precious metals and/or gems shall be legibly depicted in the photograph.

§ 563-44. Prohibited acts.

A. No object containing precious metal or gems shall be purchased by a precious metal and gem exchange establishment from a:

- (1) Person who appears to be intoxicated or of unsound mind.
- (2) Person under the age of 21 without the written consent of his parents or guardian. If a seller under the age of 21 is not accompanied at the time of sale by a parent or guardian, written consent must be provided by notarized statement.
- (3) Person who is unable to produce proper identification.
- (4) Person presenting merchandise that possesses an altered or obliterated serial number or any item that has had its serial number removed.

B. For the purposes of this section, proper identification shall be identification documents that **depict the person's name, address, and a photograph of the person** [contain, in addition to a person's name and address, either a photograph or a physical description of said person]. Social security cards, draft registration cards, voter registration cards and other similar documents shall not be considered sufficient identification for the purposes of this section.

C. A precious metal and gem exchange establishment failing to comply with the requirements set forth in this article and Article I shall be subject to penalties set forth in § 563-9, which pertains to fines, suspensions and revocation of licenses.

D. Purchases or sales may be made by a precious metal and gem exchange establishment at locations other than the premises of such establishment; but when purchases or sales are made at locations other than the premises of such an establishment, the licensee must note, adjacent to other entries applicable to the transaction in the record book, the location where the transaction took place in addition to the records required by § 563-41 of this chapter.

Section 3. Severability.

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

Section 4. SEQRA Determination.

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

Section 5. Applicability.

This law shall apply to all actions and transactions occurring on or after the effective date.

Section 6. Effective Date.

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

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

DATED:

APPROVED BY:

Steven Bellone
County Executive of Suffolk County

1107

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

GEORGE NOLAN
COUNSEL TO THE LEGISLATURE
email: george.nolan@suffolkcountyny.gov



WILLIAM H. ROGERS BUILDING
P.O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5494 (PHONE)
(631) 853-4415 (FAX)

DATE: FEBRUARY 2, 2015

TO: CLERK OF THE COUNTY LEGISLATURE

RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2015

TITLE: I.R. NO. -2015; A LOCAL LAW TO AMEND CHAPTER 563 ARTICLE IV OF THE SUFFOLK COUNTY CODE COMMONLY KNOWN AS "PRECIOUS METAL AND GEM EXCHANGES"

SPONSOR: PRESIDING OFFICER ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 2/2/15 **PUBLIC HEARING:** 3/3/15

DATE ADOPTED/NOT ADOPTED: _____ **CERTIFIED COPY RECEIVED:** _____

This proposed local law would amend the County's law governing precious metal and gem exchanges.

Specifically, this law would:

1. require precious metal and gem exchanges to retain their transaction records for seven years from the time a record is made. The current retention requirement is three years;
2. require persons selling precious metals or gems to provide photo identification at the time of sale; and
3. require precious metal and gem exchanges to take digital photographs of the items they purchase, the persons from whom they purchase metal or gems and the identification the seller produces.

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

GEORGE NOLAN
Counsel to the Legislature

GN:tm

1108

Intro. Res. No. -2015
Introduced by Presiding Officer on request of the County Executive

Laid on Table 2/3/15

**RESOLUTION NO. -2015, ADOPTING LOCAL LAW NO. -2015, A
LOCAL LAW TO AMEND CHAPTER 563-52, ARTICLE V OF THE
SUFFOLK COUNTY CODE COMMONLY KNOWN AS "DEALERS IN
SECONDHAND ARTICLES"**

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on , a proposed local law entitled, "**A LOCAL LAW TO AMEND CHAPTER 563 ARTICLE V OF THE SUFFOLK COUNTY CODE COMMONLY KNOWN AS 'DEALERS IN SECONDHAND ARTICLES'**" and said local law in final form is the same as when presented and introduced; now, therefore, be it

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

LOCAL LAW NO. -2015, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO AMEND CHAPTER 563 -52, ARTICLE V OF THE SUFFOLK COUNTY CODE COMMONLY KNOWN AS "DEALERS IN SECONDHAND ARTICLES"

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 Chapter 563, Article V, commonly known as "Dealers in Secondhand Articles," has proved to be useful in recovering stolen property that has been sold to dealers in secondhand articles, and has also proved to be useful in prosecuting those persons who possessed such stolen property.

This Legislature further finds that persons who sell stolen property to dealers in secondhand articles sometimes provide false names and false identification documents to such dealers.

This Legislature further finds that the required record keeping regarding the purchase of secondhand articles by dealers in secondhand articles is often insufficient to properly identify such articles and the sellers.

This Legislature additionally finds that the ownership of stolen electronic equipment that maintains identifying or unique data cannot be determined if dealers in secondhand articles erase or alter data or programs maintained on such electronic equipment during any applicable holding period as set forth in the Suffolk County Code.

This Legislature also finds that the transactional records retention time period of three years currently imposed upon dealers in secondhand articles is sometimes insufficient for investigative and prosecutorial purposes when persons sell stolen property to such dealers.

This Legislature further finds that in order to improve the effectiveness of Chapter 563, Article V of the Suffolk County Code, the following amendments to the Suffolk County Code shall be effected:

- Section 563-52 (Dealers in Secondhand Articles / Required Records) shall require that such dealers shall take digital photographs of:

The persons selling secondhand articles;

The identification produced by persons selling secondhand articles; and

The secondhand articles that are sold to such dealers.

- Section 563-52 (Dealers in Secondhand Articles / Required Records) shall require that such dealers must retain transactional records for a period of seven years.
- Section 563-54 (Dealers in Secondhand Articles / Required Holding Period) shall require that secondhand dealers are prohibited from erasing or altering data or programs maintained on electronic equipment during the required holding period.

Section 2. Amendments.

Chapter 563 of the SUFFOLK COUNTY CODE is hereby amended as follows:

Chapter 563, Licensed Occupations

* * * *

ARTICLE V, Dealers in Secondhand Articles

* * * *

§ 563-52. Required records.

A. Each licensee shall keep records, legibly written in English, in a bound book. All entries shall be made in ink at the time of each transaction and shall include the computer transaction number. Each transaction shall also include:

- (1) An accurate account and description of the article or thing bought, including but not limited to the make, model, color and serial number when present.
- (2) The amount paid for the article.
- (3) The date of transaction.
- (4) The name, home residence, date of birth, sex and race of the person selling the items.
- (5) The type of identification produced by the person selling the article.
- (6) The signature of the person identified in the transaction.

B. No alterations or erasures are to be made to records. Erroneous entries are to have a simple line drawn through them and the corrected entry made on the next line.

C. The records shall be retained in the possession of the licensee for at least **[three] seven** years.

D. A written receipt shall be issued to the seller with the serial number of the transaction and the information required in Subsections A, B and C of this section.

E. Each licensee shall take digital photographs of the following:

- (1) **The article purchased;**
- (2) **The head and face of the person selling the article (with any and all obstructions – i.e., hat, hood, sunglasses, etc. – removed); and**

(3) The identification produced by the person selling the article.

The photographs described in (1), (2), and (3) above shall be taken separately, and each photograph shall have the corresponding serial number of the transaction (as indicated on the written receipt issued to the seller) visible and legibly depicted in each photograph. Further, licensees shall ensure that the identification produced by the person selling the article shall be legibly depicted in the photograph.

§ 563-54. Required holding period.

A. No article purchased by a dealer in secondhand articles shall be sold or otherwise disposed of until the expiration of at least 21 business days from the date of purchase.

B. All articles subject to this holding period shall be available for inspection by the Director of the Office of Consumer Affairs, the Police Commissioner, the Chief of Police or any officer duly authorized by them.

C. Purchases or sales between licensed secondhand dealers shall be exempt from the provisions of this section only if evidence of full compliance with all provisions and conditions set forth in this article is obtained by the purchasing secondhand dealer from the selling secondhand dealer in the form of a receipt. This receipt shall be retained by the purchasing secondhand dealer for the period required by § 563-52C hereof.

D. During the required holding period -- which includes the holding period required under Sections 563-54(a) and 563-55 -- it shall be unlawful for dealers in secondhand articles to erase or alter any data or programs maintained on electronic equipment that has been purchased by such dealers.

* * * *

Section 3. Severability.

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

Section 4. SEQRA Determination.

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

Section 5. Applicability.

This law shall apply to all actions and transactions occurring on or after the effective date.

Section 6. Effective Date.

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

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

DATED:

APPROVED BY:

Steven Bellone
County Executive of Suffolk County

1108

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

GEORGE NOLAN
COUNSEL TO THE LEGISLATURE
email: george.nolan@suffolkcountyny.gov



WILLIAM H. ROGERS BUILDING
P.O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5494 (PHONE)
(631) 853-4415 (FAX)

DATE: FEBRUARY 2, 2015
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2015

TITLE: I.R. NO. -2015; A LOCAL LAW TO AMEND CHAPTER 563-52, ARTICLE V OF THE SUFFOLK COUNTY CODE COMMONLY KNOWN AS "DEALERS IN SECONDHAND ARTICLES"

SPONSOR: PRESIDING OFFICER ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 2/2/2015 PUBLIC HEARING: 3/3/2015

DATE ADOPTED/NOT ADOPTED: _____ CERTIFIED COPY RECEIVED: _____

This proposed local law would impose additional requirements on dealers of secondhand articles.

Specifically, this law would require such dealers to take digital photographs of the articles they purchase, the persons from whom they purchase articles and the identification the sellers produce. The serial number of each transaction must be visible on these photographs.

Additionally, this law would prohibit dealers of secondhand articles from erasing or altering data or programs maintained on electronic equipment they have purchased during the article's mandated holding period.

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

GEORGE NOLAN
Counsel to the Legislature

GN:js

1109

Intro. Res. No. -2015
Introduced by the Presiding Officer

Laid on Table

2/3/15

RESOLUTION NO. -2015, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED NORTHEAST BRANCH NISSEQUOGUE RIVER RESTORATION PROJECT, TOWN OF SMITHTOWN AND THE VILLAGE OF THE BRANCH

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) reviewed a project designated as the "Proposed Northeast Branch Nissequogue River Restoration Project, Town of Smithtown and the Village of the Branch", pursuant to Local Law No. 22-1985, which project involves streambed restoration and silt removal along a portion of the Nissequogue River located in the Town of Smithtown and in the Village of the Branch; the proposed project also includes the removal and replacement of two culverts with modern, higher capacity culverts; and

WHEREAS, the proposed streambed restoration work is similar in nature to two previous phases of work that were completed by the Town of Smithtown on an adjacent segment of the Nissequogue River; and

WHEREAS, the proposed action is intended to improve stream conditions and flow through this segment of the Nissequogue River and reduce flooding in areas adjacent to the River; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and a presentation was made by a representative from H2M, and subsequently sent out to all concerned parties; and

WHEREAS, at its January 21, 2015 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Public Works; and

WHEREAS, the CEQ recommended that the above activity be considered an Unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated January 30, 2015 of said recommendations; and

WHEREAS, Section 450-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore, be it

1st RESOLVED, that this Legislature hereby determines that the Proposed Northeast Branch Nissequogue River Restoration Project, Town of Smithtown and the Village of the Branch constitutes an Unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code, and the proposed project will not have significant adverse impacts on the environment for the following reasons:

- 1) the proposed action will not exceed any of the criteria set forth in Title 6 NYCRR, Part 617.7, which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form;
- 2) Suffolk County has received a permit from the New York State Department of Environmental Conservation for the proposed action;
- 3) the removed sediments will be properly transported and disposed of at an approved landfill facility;
- 4) the proposed streambed restoration work will be similar in nature to the two previous phases of work on adjacent segments of the Nissequogue River which were completed by the Town of Smithtown and did not have any significant adverse impacts on the environment; and
- 5) the proposed action will improve stream conditions and flow through this segment of the Nissequogue River;

and be it further

2nd RESOLVED, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

3rd RESOLVED, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 450-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\s-nissequogue-river-restoration-project

1110

Intro. Res. No. -2015
Introduced by Legislator Calarco

Laid on Table 2/3/15

**RESOLUTION NO. -2015, ESTABLISHING A COMMITTEE
TO DETERMINE THE VIABILITY OF LEGAL ACTION AGAINST
DRUG MANUFACTURERS**

WHEREAS, several municipalities across the nation have taken legal action against pharmaceutical companies alleging that opioid drug manufacturers have knowingly and aggressively marketed opioids by misrepresenting the character of these drugs; and

WHEREAS, the lawsuits allege that these drug companies convinced doctors that opioid drugs, meant for short-term use by cancer patients, should be prescribed for non-cancer related pain; and

WHEREAS, these lawsuits further allege that these drug companies knowingly misrepresented the serious health risks associated with the use of these opioids; and

WHEREAS, according to the Centers for Disease Control, the sale of opioids quadrupled between 1999 and 2000; and

WHEREAS, this dramatic increase in sales led to a sharp increase in opioid abuse, addiction and overdose, across the nation and in Suffolk County; and

WHEREAS, the municipalities bringing suit against the drug companies are seeking to recover the higher criminal justice and public health costs they had to bear to address the opioid addiction crisis; and

WHEREAS, Resolution No. 1040-2014 directed the County Attorney to study the feasibility of Suffolk County bringing an action against manufacturers of prescription opiates; and

WHEREAS, the County Attorney has advised this Legislature by a memorandum dated January 14, 2015, that Suffolk County may have viable causes of action against drug manufacturers under State law for false advertising, common law fraud, public nuisance and product liability; and

WHEREAS, the County Attorney also advised this Legislature that a study to ascertain the County's actual damages, in the form of increased public health and law enforcement costs related to opioid abuse, was a precondition of any legal action; now, therefore be it

1st RESOLVED, that a Committee is hereby established to ascertain the actual costs that the County of Suffolk incurred as a result of the over-prescription of opioids; and be it further

2nd RESOLVED, that the Committee shall consist of the following members:

1. The Commissioner of the Department of Health Services, or his or her designee;
2. The County Attorney, or his or her designee;

3. The Chairperson of the Criminal Justice Coordinating Council, or his or her designee;
4. The Director of the County Legislature's Budget Review Office;
5. The Commissioner of the Department of Social Services, or his or her designee; and
6. The Director of the County Executive's Budget Office;

and be it further

3rd **RESOLVED**, that the Director of the Legislature's Budget Review Office shall serve as the Chairman of this Committee; and be it further

4th **RESOLVED**, that the Committee will report its findings within 120 days of the effective date of this resolution; and be it further

5th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to 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\legal-action-drug-manufacturers

Intro. Res. No. 111 -2015 Laid on Table 2 | 3 | 2015

Introduced by Presiding Officer pursuant to Rule 3F13 of the Suffolk County Legislature

RESOLUTION NO. -2015, AUTHORIZATION OF ALTERATION OF RATES FOR FIRE ISLAND FERRIES, INCORPORATED

Whereas, Fire Island Ferries Incorporated has applied to the Suffolk County Legislature, by a Petition dated and verified , 2015, pursuant to Article 8 of the Navigation Law and Section 71 of the Transportation Corporations Law and Section 131-g of The Highway Law of the State of New York and Local Law No.7 of 1982 of Suffolk County; and

Whereas, the office of Legislative Budget Review has submitted its recommendations on said application to this Legislature as a whole; now, therefore, be it

1st Resolved, that the Petition of Fire Island Ferries, Inc. dated and verified , 2015 for rates are hereby approved as follows:

REGULAR SCHEDULED SERVICE BETWEEN BAY SHORE, TOWN OF ISLIP, COUNTY OF SUFFOLK AND STATE OF NEW YORK ACROSS THE GREAT SOUTH BAY AND THE FIRE ISLAND COMMUNITIES OF KISMET, FAIR HARBOR, DUNEWOOD, ATLANTIQUE, SEAVIEW AND OCEAN BAY PARK WITH INTERMITTENT STOPS BETWEEN SAID COMMUNITIES AND THE INCORPORATED VILLAGES OF OCEAN BEACH AND SALT AIRE:

- | | |
|-----------------------------|-------------------------------|
| KISMET | FAIR HARBOR |
| ATLANTIQUE | SEAVIEW |
| OCEAN BAY PARK | DUNE WOOD |
| VILLAGE OF SALT AIRE | VILLAGE OF OCEAN BEACH |

AND FOR ITS LATERAL SERVICE ALONG FIRE ISLAND BEACH BETWEEN:

- | | |
|-------------------------------|-----------------------|
| KISMET | OCEAN BAY PARK |
| VILLAGE OF SALT AIRE | FAIR HARBOR |
| DUNEWOOD | ATLANTIQUE |
| VILLAGE OF OCEAN BEACH | SEAVIEW |

	<u>Current Rate:</u>	<u>Proposed Rate:</u>
Adult One-Way	\$ 9.00	\$ 10.00
Adult Round Trip	\$ 17.00	\$ 19.00
Adult Multiple trip tickets of not less than 20, nor more than 40 trips, shall be 75% of the Adult One-Way Fare.	\$ 264.00	\$ 295.00
Senior Citizens displaying Suffolk County Senior Citizens' cards and Handicapped Persons displaying a Suffolk County Handicapped card	\$ 7.00	\$ 9.00
Children between the ages of two (2) twelve (12) and dogs One-Way shall be one-half of the Adult One-Way fare.	\$ 4.50	\$ 5.00
Children Round-trip tickets shall be	\$ 7.50	\$ 9.00
Infants (under 2 years old) - No charge		
Children multiple trip tickets of not less than 20 nor more than 40 trips shall be 35% of the Adult One-Way fare. No charge for infants (under 2 years old).	\$ 125.00	\$ 140.00
A special one-way adult fare from Fire Island departing at or later then 1:00 AM.	\$ 16.00	\$ 19.00
Restricted Fire Island workers book for Monday through Friday only (departing at approximately 7:00 AM to Fire Island and 4:30 PM to Bay Shore). Restricted purchase at the Bay Shore main office only. Sold in books of forty only. Restricted exclusively for workers traveling to their principal place of employment on Fire Island during the off season (day after Labor Day to Friday before Memorial Day).	\$ 210.00	\$ 235.00

Dunewood Property Owners Association may purchase not less than 200 adult 40 trip books prior to March 15, annually at a rate not to exceed 10% of regular adult forty (40) trip book.

The **Incorporated Village of Ocean Beach**, for a single bulk purchase of not less than 750 and not more than 2,100 Adult 40 trip ticket books, which bulk purchase must be authorized by the Suffolk County Legislature, between January 2 and April 15 annually, during the lease term by the Village or an agent designated by the Village, to be sold at a reduced rate in accordance with the lease agreement that is effective the 1st day of January 2011 by and between the Incorporated Village of Ocean Beach and Fire Island Ferries, Incorporated. Additionally, the cost of each book shall increase 3% per year for each of the years 2011 through 2020, subject to the approval

of the Suffolk County Legislature. Payment for the single bulk purchase shall be made as follows: 80% due March 31 annually, 20% due as of April 15th annually.

The **Village of Saltaire** between the first business day of January and the last business day of February annually during the term hereof, the Village may make a single bulk purchase of not less than 500 nor more than 900 adult 40-Trip "Books" of tickets, at Village's option, at a rate equal to a ten percent (10%) discount from the regular adult forty (40) trip book.

Additionally, any Fire Island group, village, community or organization between January 1 and the last business day in February annually may make a single bulk purchase of not less than 500 nor more than 900 adult 40 trip books of tickets, at a rate equal to a ten percent (10%) discount from the regular adult 40 trip book.

LATERAL SERVICE ALONG FIRE ISLAND BEACH

Adult One-Way maximum fare between any two (2) points not to exceed 150% of the Adult One-Way fare.

Child One-Way maximum fare between any two (2) points not to exceed 75% of Adult One-Way fare.

Group and charter discounts and other multiple trip rates not to exceed the Adult One-Way rate per trip, at the discretion of the Petitioner; and

SPECIAL WINTER SERVICE:

Fire Island Ferries reserves the right to establish Special Winter Service between December 26th and February 28th, annually, with the option to charge cash only Adult One-Way fares with no multiple trip tickets being accepted.

FREIGHT TARIFF

ITEM	Current		Proposed
AMUSEMENTS:			
Arcade/Video game	\$17.65	*	\$21.00
Pool table	\$27.10	*	\$30.25
APPLIANCES:			
Dishwasher	\$10.00		\$11.15
Dryer	\$10.00		\$11.15
Freezer, residential	\$25.00		\$27.90
Freezer, commercial	\$41.65	*	\$46.45
Microwave oven	\$5.50	*	\$6.15
Range	\$14.00	*	\$15.65
Range top	\$4.10		\$4.60
Refrigerator	\$25.00	*	\$27.90
Refrigerator, commercial	\$39.70	*	\$44.30
Soda machine	\$31.20		\$34.80
Stove: coal, Franklin, etc	\$13.60	*	\$15.20
Trash compactor	\$8.40		\$9.40
Walk-in box	\$99.65	*	\$111.15
Washer	\$15.00	*	\$16.75
BULK SHIPMENTS-liqu, oil (price includes return)			
Gasoline tank, 5-gallon & lower (rd-trip)	\$4.25	*	\$4.75
Gas cylinder, lg. (Chlorine, CO2)	\$6.50		\$7.25
Gas cylinder, small (CO2, propane)	\$5.00		\$5.60
Propane cylinder, 100# (rd-trip)	\$7.50		\$8.40
FURNITURE:			
Beds & Bedding:			
Bed end	\$2.00		\$2.25
Bed frame	\$2.35	*	\$2.65
Bed, folding	\$4.60	*	\$5.15
Mattress or box spring:			
Single	\$4.50		\$5.05
Double	\$6.70		\$7.50
Queen	\$8.95		\$10.00
King	\$12.25		\$15.00
Chair, chair folding, chaise folding	\$1.75	*	\$2.00
Chaise, aluminum	\$3.45	*	\$3.85
Chaise, redwood	\$5.90	*	\$6.60
Cabinets, kitchen, per foot			
Lower units	\$4.30	*	\$4.80
Upper units	\$3.15	*	\$3.55
Dresser	\$3.35	*	\$3.75
Hi-riser	\$13.60	*	\$15.20

Hutch	\$10.10	*	\$11.30
Lamp, floor style	\$2.55	*	\$2.85
Lamp, table style	\$1.75	*	\$2.00
Love seat	\$5.90	*	\$15.00
Piano	\$33.90	*	\$37.80
Play pen	\$2.10	*	\$2.35
Recliner	\$5.90	*	\$6.60
Rocker	\$2.40	*	\$2.70
Rug or padding, roll	\$3.10	*	\$3.50
Sofa	\$5.90	*	\$25.00
Sofa, convertible	\$33.90	*	\$37.80
Table, cocktail	\$2.20	*	\$2.50
Table, dining	\$5.10	*	\$5.70
Table, end	\$1.75	*	\$2.00
Table, picnic	\$5.90	*	\$6.60
TV set, cabinet	\$7.00	*	\$7.85
TV set, boxed	\$5.10	*	\$5.70
Stereo component, per piece	\$2.75	*	\$3.10

GARDEN SUPPLIES

Bush	\$1.75	*	\$2.00
Chain saw	\$2.75		\$3.10
Fertilizer:			
25 - 50# bag	\$1.15		\$1.30
50 - 100# bag	\$1.20		\$2.00
Flat of plants or flowers	\$1.75		\$2.00
Hay, bale	\$2.20		\$2.50
Mower	\$4.75	*	\$5.30
Peat moss, bale	\$1.75		\$2.75
Plant, single small container	\$1.25		\$1.40
Table saw	\$10.10	*	\$11.30
Tree	\$3.35	*	\$3.75

GROCERIES - Bulk, rest.

Beverages Bottles or Cans, per case	\$0.90		\$1.05
Beer keg w/return	\$6.80		\$7.60
Bread or cake, box or bag	\$1.00		\$1.15
Cigs, case of cigarettes	\$2.10		\$2.35
Cones, carton	\$1.05		\$1.20
Cookies, carton	\$2.10		\$2.35
Dairy products, per piece	\$0.90		\$1.00
Deli products, per piece	\$0.90		\$1.00
Eggs, case	\$2.00		\$2.25
Fish, carton, bag or bushel	\$2.00		\$2.25
Frozen food, per carton	\$0.65		\$0.75
Groceries, per carton, bulk	\$0.90		\$1.00
Groceries, individual car	\$2.40	*	\$2.70
IC, ctn ice cream	\$3.45		\$3.85
Ice cream, small carton	\$2.65		\$3.00

Liquor, case	\$2.75	\$3.10
Meat, large carton, crate	\$2.00	\$2.25
Meat, small carton	\$1.45	\$1.65
Milk, case w/ return	\$1.00	\$1.15
Papers, mags	\$1.00	\$1.15
Soda syrup, 4-gal. carton	\$1.75	\$2.00
Cyl syrup	\$4.75	\$5.30
Supplies, general, per ctn	\$1.75	\$2.00
Vegetables & produce, ctn	\$1.00	\$1.15
Water, 5-gal. bottle water	\$4.00	\$4.50

HARDWARE

Hardware, package or cart	\$1.25	\$1.40
Paint, case	\$1.75	\$2.00
Paint, 5-gallon pail	\$4.00	\$4.50

LUMBER & BUILDING SUPPLIES

Bricks, 1-100, per piece	\$0.25	\$0.30
Bricks, 100-999, per 100	\$6.80	\$7.60
Bricks, per 1000 bulk	\$43.35	\$48.35
Cement, bag	\$2.10	\$2.35
Cement block, 8" std. or	\$0.60	\$0.70
Cement block, 12' std.	\$0.90	\$1.00
Cement covers, 5' x 2'	\$15.60	\$17.40
Cement covers, 2' round	\$7.80	\$8.70
Cement mixer	\$10.10	* \$11.30
Cement tub	\$1.75	\$2.00
Clay (tennis court), bag	\$1.45	\$1.65

DOORS:

Combo & exterior	\$6.80	\$7.60
Interior & louver	\$4.10	\$4.60
Jalousie, w/ glass	\$6.80	\$7.60
Pre-hung & shower	\$6.80	\$7.60
Sliding glass set	\$13.60	* \$15.20
Door frame, set	\$11.30	\$12.60
Door jambs, set	\$1.05	\$1.20
Flagstone, per piece, bulk	\$0.90	\$1.00
Felt, roll	\$1.15	\$1.30
Fiberglass panel, 2' x 8'	\$0.90	\$1.00
Flue pipe, 8" x8", piece	\$1.05	\$1.20
Flue pipe, 12', piece	\$1.60	\$1.80
Formica, 4' x 8' or roll	\$3.60	\$4.05
Glass, minimum per piece	\$4.10	* \$4.60
Gravel, bag	\$1.05	\$1.20
Homosote, 4' x 8' sheet	\$1.15	\$1.30
Insulation, bundle	\$2.00	\$2.25
Ladder, step	\$3.45	* \$3.85
Ladder, 20' extension	\$5.45	* \$6.10
Ladder, 40' extension	\$8.85	* \$9.90

Lath, 2' x 8' wire	\$0.95		\$1.10
Leader or gutter, 10' bundle	\$1.00		\$5.00
Leader or gutter, 20' bundle	\$2.40		\$10.00
LUMBER, per 1000 bd. ft.	\$53.40		\$60.00
LUMBER, CCA, per 1000 bd.ft.	\$75.05		\$83.70
LUMBER, lengths over 16',add	\$10.25		\$11.45
LUMBER, minimum order	\$2.15		\$2.40
Molding, bundle, per foot	\$0.40		\$0.45
Nails, 50# box	\$2.10		\$2.35
Plywood, 4' x 8' sheet	\$1.15		\$1.30
Plywood, 4' x 9' sheet	\$1.60		\$1.80
Plywood, 4' x 10' sheet	\$1.75		\$2.00
POLES, CCA;			
6" x 8'	\$4.10		\$4.60
6" x 20'	\$7.50		\$8.40
6" x 25'	\$9.50		\$10.60
8" x 20'	\$10.50		\$11.75
8" x 25'	\$13.60		\$15.20
10" x 20'	\$15.60		\$17.40
over 20', add per foot	\$1.45		\$1.65
R.R. ties, creosote	\$4.45		\$5.00
Landscape ties, CCA	\$3.05		\$3.40
Roof deck, 2' x 8' panel	\$1.15		\$1.30
Roofing, roll or split sheet	\$1.45		\$1.65
Scaffold, w/return	\$10.25	*	\$11.45
Screens	\$1.75	*	\$2.00
Sheetrock, 4' x 8' sheet	\$1.50		\$1.70
Sheetrock, 4' x 10' sheet	\$1.75		\$2.00
Sheetrock, 4' x 12' sheet	\$2.10		\$2.35
Shingles, all types, per	\$1.75		\$2.00
Siding break w/return	\$9.80		\$10.95
Skylight minimum	\$4.10	*	\$4.60
Siding, bundle	\$1.75	*	\$2.00
Snow fence, 50' roll	\$3.45		\$3.85
Snow fence posts, bdl. Of	\$2.10		\$2.35
Split rail fence, per piece	\$1.05		\$1.20
Stockade fence, 6' x 8' s	\$4.80	*	\$5.35
Stockade fence post, each	\$0.90		\$1.00
Styrofoam, 2' x 8' sheet	\$0.60		\$0.70
Tile, ceiling, box	\$1.75		\$2.00
Tile, floor, box	\$2.10		\$2.35
WINDOWS:			
Single unit	\$4.10	*	\$5.55
Mullion	\$6.80	*	\$7.60
Triple or picture	\$13.60	*	\$15.20
Bay or bow	\$20.40	*	\$22.75
Wonderboard, 2' x 4' piece	\$3.45		\$3.85
 MISCELLANEOUS:			
Air conditioner	\$3.45	*	\$3.85

Battery, std. size	\$2.40		\$2.70
Bicycle, small	\$2.75		\$3.10
Bicycle, medium	\$4.00		\$4.50
Bicycle, large	\$5.50		\$6.15
Bicycle, carton, bulk	\$3.75		\$4.20
Boats, per foot	\$2.75	*	\$3.10
Cash register	\$4.75	*	\$5.30
Copy machine	\$8.10	*	\$9.05
Film case w/return	\$3.50	*	\$3.90
Fire extinguisher	\$2.10	*	\$2.35
Garbage can, empty	\$1.75		\$2.00
Laundry, bag or bundle, w/return	\$3.45		\$3.85
Motor, outboard	\$15.60	*	\$17.40
Scooter	\$2.75		\$3.10
Sunfish sailboat	\$35.25		\$39.30
Surfboard up to 5 ft ADD \$1/ft after 5 ft	\$4.10	*	\$4.60
Tricycle, small	\$1.75		\$2.00
Wagon	\$2.75		\$3.10
Wagon, carton, bulk	\$1.75		\$2.00
Windsurfer	\$17.60	*	\$19.65
Firewood, face cord	\$101.55		\$113.25

PLUMBING SUPPLIES:

Boiler	\$20.00	*	\$22.30
Cast iron fittings	\$1.45	*	\$1.65
Fire hydrant	\$21.75		\$24.25

PIPE:

C.I. 6' length	\$1.75		\$2.00
C.I. 8' length	\$2.15		\$2.40
C.I. 10' length	\$2.65		\$3.00
Copper, bdl. 10' length	\$3.45	*	\$3.85
Copper, DWV, 20' length	\$1.05	*	\$1.20
PVC, 4" & 6", 20' length	\$2.75	*	\$3.10
Steel, B.I. or galv. P	\$1.80		\$2.00
Vinyl, coil	\$2.10		\$2.35
Shower base	\$5.90		\$6.60
Shower door	\$5.10		\$5.70
Shower unit, fiberglass	\$24.40	*	\$27.20
Tank, steel or fbgl. 275	\$27.10		\$30.25
Tank, steel or fbgl. 550	\$47.40		\$52.85
Tub, C.I.	\$20.40	*	\$22.75
Tub, fbgl.	\$10.25		\$11.45
Tub, steel	\$11.55		\$12.90
Tub, complete fbgl. Unit	\$33.90		\$37.80
Water heater, per 10 gals	\$2.10		\$2.35
Well pump, residential	\$5.10	*	\$5.70

VEHICLES:

In operating condition:

Cushman-type scooter	\$40.65	*	\$45.35
Golf cart	\$27.00	*	\$30.15
Small Bobcat 2000 lbs or less	\$67.70	*	\$74.50
Vehicle (minimum)	\$101.55	*	\$113.25
Large Vehicle 7000 lbs or less	\$200.00	*	\$225.00
Vehicles not in operating condition, add to price	\$27.10		\$30.25
Golf Cart - not running - additional	\$13.60		\$15.20

BULK DELIVERY – Large Vehicle, Heavy Equipment, Bulk Lumber
Bulk Masonry, Pre-Fabs, Etc.

Price includes vessel & Coast Guard mandated crew for a maximum of 6 hours – including loading, sailing and unloading time and return trip with return trip with any unloading time.

(NO CRANE)	\$1,082.85		\$1,200.00
2nd Round Trip within 8 hrs is additional (NO CRANE)	N/A		\$300.00
Same as above (WITH CRANE)	\$1,201.75		\$1,500.00
Second round trip within 8 hour period additional (WITH CRANE)	\$203.05		\$400.00
Overtime after 8 hour period, per hour or any part thereof	\$203.05		\$225.00
Each additional crewman daily charge	\$203.05		\$225.00
Round trip construction vehicle - roll-on/off Up to 10000 lbs	\$541.00		\$600.00
Additional construction vehicle up to 10000 lbs			\$400.00
Round trip construction vehicle – roll-on/off 10000 – 15000 lbs			\$1,000.00
Additional construction vehicle 10000 – 15000 lbs			\$600.00

Any vehicle over 15000 lbs requires a charter

ADDITIONAL CHARGES

All pricing denotes minimum price for standard sized unit
Price may be higher depending on size and/or weight

Items not listed on this table will be charged for at the rate of:
\$4.00 per hundredweight, or
\$2.00 per cubic foot, whichever is greater

1112

Intro. Res. No. -2015

Laid on Table

2 | 3 | 2015

Introduced by Presiding Officer pursuant to Rule 3(A)-(14) of the Suffolk County Legislature

**RESOLUTION NO. -2015, APPROVING RATES ESTABLISHED
FIRE ISLAND WATER TAXI, LLC**

WHEREAS, Fire Island Water Taxi, LLC has applied to the Suffolk County Legislature, by a Petition dated and verified 2015, pursuant to Article 8 of the Navigation Law and Section 71 of the Transportation Corporations Law and Local Law No. 7 of 1982 of Suffolk County for the establishment of its ferry rates; and

WHEREAS, the Office of Legislative Budget Review has submitted its recommendations on said application to this Legislature; and **WHEREAS**, the Public Works & Public Transportation Committee of this legislature has reported its recommendations on the application to the legislature as a whole; now, therefore, be it

1st RESOLVED, that the Petition of Fire Island Water Taxi, LLC dated and verified as of _____, 2015 is approved and;
2nd RESOLVED that Rate changes, Date changes and Time changes are approved as follows:

Current Rates:

- **UNSCHEDULED SEASONAL CROSS BAY SERVICE** - Seasonal service begins the Friday prior to Memorial Day and ends Labor Day.
 - **\$150.00** for up to 6 passengers, **\$15.00** for each additional passenger, **PER RESERVATION**, **PER PARTY**. This rate would be available from 7:00am to 10:00pm weather permitting. Waiting time \$25.00/ 1/4hr.
 - **\$175.00** for up to 6 passengers, **\$15.00** for each additional passenger, **PER RESERVATION**, **PER PARTY**. This rate would be available from 10:01pm to 6:59am weather permitting. Waiting time \$25.00/ 1/4hr.
- **UNSCHEDULED OFF SEASON CROSS BAY SERVICE** - Off season service begins the day after Labor Day and continues through the Thursday prior to Memorial Day.

From: Bay Shore and Sayville

 - Add **\$25.00** to each base rate for **UNSCHEDULED SEASONAL CROSS BAY SERVICE**, **PER RESERVATION**, **PER PARTY**, **PER STOP**. All other pricing remains the same. This rate would be available from 9:00am to 9:00pm weather permitting. Waiting time **\$25.00/ 1/4hr**.

- Add **\$50.00** to each base rate for **UNSCHEDULED SEASONAL CROSS BAY SERVICE, PER RESERVATION, PER PARTY, PER STOP**. All other pricing remains the same. This rate would be available from 9:01 pm to 8:59am weather permitting. Waiting time **\$25.00/ 1/4hr**.
- **SEASONAL LATERAL SERVICE – (Exhibit “A”)** This chart represents current lateral service fares to the various communities serviced by Fire Island Water Taxi. These are per person adult fares and are based upon start to end locations.
- **SPECIAL LATE NIGHT SEASONAL SERVICE - One Way fare from Fire Island to Bay Shore and Sayville - \$25.00 per person minimum 6 people.**
- **FREIGHT - \$2.00** minimum per item, **\$5.00** per Bicycle
- **CHILD LATERAL ONE WAY FARE - Under 12 years of age - 50% of Adult fare**
- **INFANTS** under two years of age - No Charge
- **SENIOR CITIZENS FARE - with Suffolk County Sr. Citizens Card – same as Child Fare**
- **DOGS - Same as Child Fare**
- **CHARTER & SPECIAL EVENTS RATES –** Are available upon request and will be priced based on each particular event.
- **SCHEDULED & UNSCHEDULED SERVICE –** Petitioner will use a combination of scheduled and unscheduled service that will be based on demand, time of day, equipment requirements and availability.
- **CALL FOR SERVICE LATERAL SERVICES –** Petitioner will provide “Call for Service” lateral service at a premium price to the following locations (east end) Watch Hill, Davis Park, Barrett Beach and Water Island that includes a two person minimum fare.

Proposed Rates:

- **UNSCHEDULED SEASONAL CROSS BAY SERVICE** - Seasonal service begins the Friday prior to Memorial Day and ends Labor Day.
 - From: Bay Shore to west end island locations (Fire Island Lighthouse east to Point O' Woods)
 - From: Sayville to central island locations (Sailors Haven east to Barrett Beach)
 - **\$175.00** for up to 6 passengers, **\$15.00** for each additional passenger, PER RESERVATION, PER PARTY, PER STOP. This rate would be available from 9:00am to 9:00pm weather permitting. Waiting time \$25.00/ 1/4hr.
 - **\$200.00** for up to 6 passengers, **\$15.00** for each additional passenger, PER RESERVATION, PER PARTY, PER STOP. This rate would be available from 9:01pm to 8:59am weather permitting. Waiting time \$25.00/ 1/4hr.
 - From: Bay Shore to central island locations Sayville to west end island locations
(Sailors Haven east to Barrett Beach) (Fire Island Lighthouse east to Point O' Woods)
(Add **\$25.00** to above rates) (Add **\$25.00** to above rates)
- **UNSCHEDULED OFF SEASON CROSS BAY SERVICE** - Off season service begins the day after Labor Day and continues through the Thursday prior to Memorial Day.
 - From: Bay Shore and Sayville
 - Add **\$25.00** to each base rate for **UNSCHEDULED SEASONAL CROSS BAY SERVICE**, PER RESERVATION, PER PARTY, PER STOP. All other pricing remains the same. This rate would be available from 9:00am to 9:00pm weather permitting. Waiting time **\$25.00/ 1/4hr.**
 - Add **\$50.00** to each base rate for **UNSCHEDULED SEASONAL CROSS BAY SERVICE**, PER RESERVATION, PER PARTY, PER STOP. All other pricing remains the same. This rate would be available from 9:01pm to 8:59am weather permitting. Waiting time **\$25.00/ 1/4hr.**
- **Special Late Night Seasonal Service** - One Way fare from Fire Island to Bay Shore and Sayville - **\$25.00** per person minimum 6 people.
- **Scheduled and Unscheduled Seasonal Lateral Service** - Various communities to be included in lateral service: (Fire Island Lighthouse through Watch Hill - Per Person fare to be based upon starting and ending locations established herein (see Exhibit "B")).
- **In-Season Promotional Passenger Discount Rate For Lateral Service:**
 - Opportunity to provide temporary discount rates for specific posted dates and times i.e. July 5th through Aug 5th 6 pm to 9 pm;
 - Promotions would provide at least **\$1.00** off the posted lateral passenger rate, not to exceed a discount greater than **25%** from the posted "published" rate;
 - Promotional discount fares will be registered with the Clerk of the Suffolk County Legislature at least 15 days prior to their institution stating the effective dates and times along with the parameters for obtaining the discount (receipt from retail establishment);
 - Suspension notification will be given to the Clerk of the Suffolk County Legislature no later than 5 business days afterwards.

- **Freight - \$2.00** minimum per item, **\$5.00** per Bicycle
- **Child Lateral One Way Fare** - Under 12 years of age - 50% of Adult fare
- **Infants** under two years of age - No Charge
- **Senior Citizens Fare** - with Suffolk County Sr. Citizens Card - \$1.00 discount off adult one way fare
- **Dogs** - Same as Child Fare
- **Charter & Special Events Rates** – Are available upon request and will be priced based on each particular event.
- **Scheduled & Unscheduled Service** – Petitioner will use a combination of scheduled and unscheduled service that will be based on demand, time of day, equipment requirements and availability.
- **Call for Service Lateral Services** – Petitioner will provide “Call for Service” lateral service at a premium price to the following locations (east end) Warch Hill, Davis Park, Barrett Beach and Water Island that includes a two person minimum fare.

Dated:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1113

Intro Res. No. _____-2015

Laid on Table 2/3/2015

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. ____-2015, AUTHORIZING ADDITIONAL TIME PERIOD FOR COMPLETION OF NEGOTIATION PROCESS IN CONNECTION WITH PROPOSED ACQUISITION OF FARMLAND DEVELOPMENT RIGHTS (WADE PROPERTY)

WHEREAS, Suffolk County Procedural Resolution No. 21-2014, dated as of June 3, 2014, authorized the Division of Real Property Acquisition and Management (the "Division") to make an offer to purchase the farmland development rights related to an approximate fifteen (15) acre site located in Wheatley Heights, as more particularly set forth on Schedule A attached hereto (the "Subject Premises"), for a purchase price of \$5,612,490 or \$369,000 per acre; and

WHEREAS, the offer was made by the Division and accepted by the sellers, Gustave and Carol Wade (the "Sellers"), and a Contract of Sale (the "Contract of Sale"), setting forth the terms of the purchase and sale, was forwarded to the Sellers on or about September 15, 2014; and

WHEREAS, Section 1070-20 of the Suffolk County Code requires the Division to complete the negotiation process within ninety (90) days of the approval by the Legislature of the Procedural Motion or either deem the negotiations to be indefinitely suspended or return to the Environment, Planning and Agriculture Committee of the Legislature for authorization of an additional time period to complete the negotiations; and

WHEREAS, the Contract of Sale has not yet been executed and negotiations in connection with the Contract of Sale are suspended; and

WHEREAS, a request has been made to the Division to extend the time limit for completion of the negotiation process until May 7, 2015, in order to permit the Sellers to complete an overall assessment with the Town of Babylon in connection with the preservation of the Subject Premises and the development of the property adjacent to the Subject Premises that is also owned by the Sellers; now, therefore, be it

1st RESOLVED, that the time limit for the Division to complete the negotiation process and for the Sellers to execute the Contract of Sale in connection with the Subject Premises is hereby extended until May 7, 2015, and be it further

2nd RESOLVED, in the event the Contract of Sale is not executed by the Sellers by May 7, 2015, then the Offer shall be deemed withdrawn and negotiations in connection with the purchase of the farmland development rights on the Subject Premises shall be deemed terminated without further necessary action by the Division.

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act ("SEQRA") Lead Agency, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Title 6 NYCRR Part 617.5 (c) (20) and (27) as the proposal involves the adoption of regulations, procedures, and local legislative decisions in connection with routine or continuing agency administration and management.

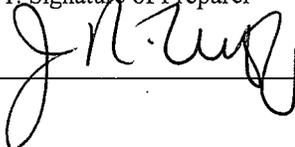
Dated: _____

APPROVED BY:

County Executive of Suffolk County

Date: _____

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation		
RESOLUTION NO. <u> </u> -2015, AUTHORIZING ADDITIONAL TIME PERIOD FOR COMPLETION OF NEGOTIATION PROCESS IN CONNECTION WITH PROPOSED ACQUISITION OF FARMLAND DEVELOPMENT RIGHTS (WADE PROPERTY)		
3. Purpose of Proposed Legislation		
To extend the time period to complete negotiations with the sellers and enter into a Contract of Sale, until May 7, 2015, for purposes of acquiring farmland development rights on an approximate fifteen (15) acre site located in Wheatley Heights for a purchase price of \$5,612,490 or \$369,000 per acre.		
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)		
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.		
8. Proposed Source of Funding		
9. Timing of Impact		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Jill Rosen-Nikoloff		2/2/15

**2015 INTRAGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL:

An Act authorizing an additional time period for completion of negotiation process in connection with proposed acquisition of farmland development rights (Wade Property)

PURPOSE OR GENERAL IDEA OF BILL:

To extend the time period to complete negotiations with the sellers and enter into a Contract of Sale, until May 7, 2015, for purposes of acquiring farmland development rights on an approximate fifteen (15) acre site located in Wheatley Heights for a purchase price of \$5,612,490 or \$369,000 per acre.

SUMMARY OF SPECIFIC PROVISIONS:

Pursuant to Section 1070-20 of the Suffolk County Code, the Division of Real Property Acquisition and Management (the "Division") is required to complete the negotiation process within ninety (90) days of the approval by the Legislature of the Procedural Motion authorizing the offer to purchase or either deem the negotiations to be indefinitely suspended or return to the Environment, Planning and Agriculture Committee of the Legislature for authorization of an additional time period to complete the negotiations.. Suffolk County Procedural Resolution No. 21-2014, dated as of June 3, 2014, authorized the Division to make an offer to purchase the farmland development rights but negotiations in connection with such acquisition are not completed. Negotiations have been suspended and a request has been made to the Division to extend the time limit for completion of the negotiation process until May 7, 2015, in order to permit the Sellers to complete an overall assessment with the Town of Babylon in connection with the preservation of the subject premises and the development of the property adjacent to the subject premises that is also owned by the sellers.

JUSTIFICATION:

Pursuant to Section 1070-20, the Division has suspended negotiations. In order to reinstitute such negotiations, the approval of the Legislature is necessary.

FISCAL IMPLICATIONS:

N/A

COUNTY OF SUFFOLK



Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

February 3, 2015

Jon Schneider, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
100 Veterans Memorial Highway
Hauppauge, New York 11788-0099

Re: Wade Property Extension

Dear Mr. Schneider:

Attached is the following Resolution, together with the back-up documentation, requested to be Laid on the Table:

RESOLUTION NO. ____-2015, AUTHORIZING ADDITIONAL TIME PERIOD FOR COMPLETION OF NEGOTIATION PROCESS IN CONNECTION WITH PROPOSED ACQUISITION OF FARMLAND DEVELOPMENT RIGHTS (WADE PROPERTY).

Thank you.

Very truly yours,


Jill Rosen-Nikoloff
Director of Real Estate

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive (e-copy)
Joanne Minieri, Deputy County Executive and Commissioner (e-copy)
Lisa Santeramo, Assistant Deputy County Executive (e-copy)
Katie Horst, Director of Intergovernmental Relations
Janet Longo, Acquisitions Supervisor
CE Reso Review (e-copy)

Intro. Res. No. 1114-15
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 2/3/2015

**RESOLUTION NO. -2015, AMENDING RESOLUTION NO.
1062-2013, APPROVING LIST OF REAL ESTATE
APPRAISERS AS DESIGNATED BY THE DIVISION OF REAL
PROPERTY ACQUISITION AND MANAGEMENT**

WHEREAS, pursuant to Resolution No. 1062-2013, a pool of real estate appraisers was approved by this Legislature;

WHEREAS, pursuant to Resolution No. 586-2014, Suffolk County entered into a Local Project Partnership Agreement involving the construction of the Fire Island Inlet to Moriches Inlet Stabilization Project ("FIMI Project") whereby the County is obligated to obtain approximately 421 perpetual easements and 41 fee simple acquisitions; and

WHEREAS, in order to obtain the high volume of appraisals that are required within a restricted time period in order for the construction to proceed as scheduled by the United States Army Corps of Engineers ("USACE"), it is necessary to add additional appraisal firms, with large in-house capacity and expertise in the Fire Island area, to the Appraiser List for use on the FIMI Project; and

WHEREAS, the Director of the Division of Real Property Acquisition and Management has reviewed the qualifications of two large appraisal firms and has concluded that such firms have the qualifications and ability to conduct a large number of appraisals in a limited period of time;

WHEREAS, the USACE has approved use of the two appraisal firms on the FIMI Project; now therefore be it,

1st RESOLVED, that the 1st Resolved clause of Resolution No. 1062-2013 is amended as follows:

1st RESOLVED, that the list of real estate appraisers set forth in Exhibit "A", as amended, annexed hereto and made a part hereof, is hereby approved; and be it further

2nd RESOLVED, that the 2nd Resolved clause of Resolution No. 1062-2013 is amended as follows:

2nd RESOLVED, that the County Executive, the Department of Economic Development and Planning, its Commissioner, its Director of Real Estate and the County Attorney are authorized, empowered and directed to take such further actions and execute such additional documents as may be necessary in order to effectuate the purposes and intend of the foregoing resolution[s], including but not limited to the execution and delivery of written agreements with each of the qualified real estate appraisers set forth on Exhibit "A", as amended, attached hereto; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II

action pursuant to Section 617.5 (c) (20), (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:

1115

Intro. Res. No. _____-2015

Laid on Table 2/3/2015

Introduced by the Presiding Officer, on request of the County Executive

**RESOLUTION NO. _____-2015, CONFIRMING THE
APPOINTMENT OF MARIAN TINARI AS DISTRICT
COURT JUDGE FOR AND OF THE THIRD DISTRICT
TO FILL A VACANCY**

WHEREAS, a vacancy has arisen on the District Court bench in the Third Judicial District; and

WHEREAS, the County Executive has appointed Marian Tinari to fill the term of the District Court judgeship formerly held by G. Ann Spellman in accordance with the provisions of Section 103(f) of the NEW YORK UNIFORM DISTRICT COURT ACT; now, therefore, be it

1st RESOLVED, that this Legislature, including those members whose districts or portions thereof are within the area comprising the County District Court System, hereby confirms the appoint of **Marian Tinari** of Huntington, New York 11743, as District Court Judge for and of the Third Judicial District of the Suffolk County District Court System, effective January 1, 2015 and for a term ending December 31, 2015; 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/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

Steven Bellone
County Executive of Suffolk County

Date:

Murian Rose Tinari

Huntington, New York 11743

(631)

(631)

631

Educational Background:

Murian Rose Tinari received her undergraduate degree from the College of William and Mary and her law degree from Capital University Law School where she served as Senior Notes Editor on the Law Review. While working in the Trust and Estate Management Division at Chase Manhattan Bank's New York headquarters, she was awarded a certification in Trust and Estate Law from the National Bankers Association's program at Northwestern University.

Present Position and Responsibilities:

Ms. Tinari, an attorney with the Suffolk County District Administrative Judge's office, is a member of a team which oversees a court system comprising approximately 1,000 members including judges, attorneys, court clerks of various ranks, and security personnel.

In her role as counsel for the District Administrative Judge, Ms. Tinari is responsible for communicating with various representatives and agencies which interact with the Suffolk County courts on an ongoing basis. Ms. Tinari is an integral part of virtually all administrative decisions made in connection with the court system including resource allocation, media management, personnel assignments, launching pilot programs, continuing legal education programs, and collaborations with other judicial districts statewide. Many of those programs and initiatives require communication with outside agencies and organizations and Ms. Tinari is often tasked with responsibility of preparing memoranda to those entities to ensure that the recipients are fully informed.

Ms. Tinari is the Public Information Officer for the Suffolk County Courts. In that capacity she interacts daily with local, national, and international media outlets on stories and programs centered around court cases and issues. Such interaction is often time sensitive requiring prompt and comprehensive responses to reporters. It also requires a complete understanding of court operations and ethical parameters for dissemination of information.

Ms. Tinari serves as Outreach Coordinator for the Suffolk Courts for numerous court centric events during the course of the year, many of which involve interaction with statewide counterparts. She is also responsible for oversight of the Suffolk County Courts internship program. This program, which annually includes approximately fifty participants, involves court observation and provides students with a unique opportunity to engage with various agencies which serve the court.

In addition to her duties within the court system, Ms. Tinari works with academic institutions throughout the country to ensure that Suffolk County attracts the highest caliber entrants to the court system in a number of related fields. Ms. Tinari is also responsible for incubating, in collaboration with institutions within and outside the court system, ideas for more

efficient use of court services.

As a court-attorney referee, Ms. Tinari has presided over hearings on a range of topics including tax assessment review and various Surrogate issues. She is also a hearing officer on personnel matters across New York State. (2011- Present)

Prior Positions and Responsibilities:

Prior to her present role in the administration of the courts, Ms. Tinari served as Principal Law Clerk to Suffolk County Surrogate Court Judge John M. Czygier, Jr. In that capacity she was responsible for drafting decisions and preparing presentations for a Surrogate Judge who is nationally recognized for his in-depth of knowledge in the field of Trusts and Estates law. The duties of Principal Law Clerk require utilization of highly-developed research and writing skills as well as extensive involvement in complex negotiations to resolve disputes relating to high-value estates. (2002-2009)

After working with Judge Czygier, Ms. Tinari worked in the Suffolk County Supreme Court Law Department. In that capacity she drafted memorandum decisions for several Supreme Court Justices, several of which were featured as front page news in the New York Law Journal. (2010-2011)

Ms. Tinari joined the court system as a Law Clerk to New York State Court of Claims Judge Michael F. Mullen. Judge Mullen presided over many high profile criminal and civil cases including a landmark capital case. Ms. Tinari was also responsible for ongoing administrative matters while serving as Clerk to Judge Mullen during his term as Supervising Judge of the Criminal Courts. (1987-2002)

Prior to her tenure with the courts, Ms. Tinari served as an Assistant District Attorney in the Suffolk County District Attorney's Office for three years. There she successfully prosecuted numerous felony matters from investigation to trial. Ms. Tinari was selected to head a newly formed Bias Crimes Unit. This Unit was a prototype for many others later established throughout the country. (1984-1987)

Ms. Tinari began her career at Chase Manhattan Bank where she was responsible for crafting appropriate investment strategies for high net worth clients while adhering to the legal requirements for trust accounts. During her three years at Chase, she was promoted several times, ultimately serving as an officer and direct contact and strategist for select client groups. (1981-1984)

Professional Associations and Organizations:

Ms. Tinari is a past President of the Suffolk County Brehon Society, past co-chair of the Suffolk County Bar Association's Surrogate Court Committee, and is presently co-chair of the Suffolk County Women in the Courts Committee, and a member of the Women's Bar Association. She also served as chair of the Suffolk County District Administrative Judge's TASK force on the Supreme Court. Ms. Tinari serves on the New York State Court System's Foreclosure Program and the Board of Managers of the Suffolk County Bar Association Pro Bono Foundation. She is a member of the Suffolk County Bar Association's Military and Veterans Affairs Committee, the Suffolk County Courts Children's Center Advisory Committee, and the Suffolk County Criminal Bar. Ms. Tinari is the 2014 recipient of the Rosemary Nelson award from the Suffolk County Brehon Society.

1116

Intro. Res. No. -2015
Introduced by Presiding Officer, on request of County Executive

Laid on Table 2/3/2015

**RESOLUTION NO. -2015 TO APPOINT
MEMBER OF COUNTY PLANNING COMMISSION
(Samuel Chu)**

WHEREAS, Section 14-2(A) of the SUFFOLK COUNTY CHARTER provides for the appointment of fifteen (15) members of the Suffolk County Planning Commission, one member from each of the ten (10) towns in Suffolk County, one member from an incorporated village of under 5,000 population, one member from an incorporated village of over 5,000 population, and three members from the County at large; and

WHEREAS, the term of office for Suffolk County Planning Commission member at large, Glynis Margaret Berry, expired on December 31, 2014 (Resolution No. 818-2011); and

WHEREAS, Steven Bellone, the County Executive of Suffolk has appointed Samuel Chu, currently residing in Lindenhurst, NY 11757, as an at-large member of the Suffolk County Planning Commission now, therefore be it

1st **RESOLVED**, that Samuel Chu, currently residing in Lindenhurst, NY, 11757 is hereby appointed as an at-large member of the Suffolk County Planning Commission for the term to expire December 31, 2018, pursuant to Section 14-2(A) of the SUFFOLK COUNTY CHARTER.

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) 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 of Approval:

Samuel Chu

Lindenhurst NY

Experience

Vice President of Business Development Powersmith Home Energy Solutions Copiague, NY	January 2015 - Present
Director of Operations County Executive's Office Suffolk County, NY	December 2013 - January 2015
Commissioner Department of Labor, Licensing & Consumer Affairs Suffolk County, NY	January 2012 - January 2015
Director Long Island Green Homes Program Town of Babylon, NY	October 2008 - December 2011
Deputy Commissioner Department of Public Works Town of Babylon, NY	October 2007 - December 2011
Apprentice & Journeyman Electrician Local #3, International Brotherhood of Electrical Workers Flushing, NY	September 1999 - October 2007

Education & Professional Qualifications

Harry Van Arsdale Jr. School of Labor A.S. Labor Studies - 4.0 Cumulative GPA New York City, NY	1999-2003
National Joint Apprenticeship & Training Committee Apprentice & Journeyman Electrician New York City, NY	1999-2004
Master Electrician Multiple Jurisdictions	2005-Present

Professional Service & Affiliations

US Green Building Council Long Island Chapter

Current Chair, Former Vice Chair, Board of Directors
Hauppauge, NY

National Home Performance Council

Former Board of Directors
Washington D.C.

Green for All

Retrofit America's Cities Community of Practice Founding Member
Oakland, CA

Efficiency First NY

Strategic Advisor
New York State

Affordable Comfort Institute

Former National Planning Committee Member
Pittsburgh, PA

New York State Energy Research & Development Authority

Green Jobs, Green NY Implementation Working Group Member
New York State

Good Jobs, Green Jobs Conference

Former Planning Committee Member
Washington D.C.

Suffolk Community College

Pathways to Opportunities Within Energy & Renewables Program Board Member
Suffolk County, NY

Volunteerism

Local #3 Futurian Society

Citizenship & Responsibility Course Instructor
Flushing, NY

2005-2007

Kibbutz Sarid

Volunteer & Volunteer Leader
Sarid, Israel

1995

1117

Intro. Res. No. -2015
Introduced by Legislator Calarco

Laid on Table 2/3/15

RESOLUTION NO. -2015, ESTABLISHING A NEW POLICY FOR APPOINTMENTS TO THE BOARD OF THE SUFFOLK COUNTY OFF-TRACK BETTING CORPORATION

WHEREAS, the board of directors of the Suffolk Off-Track Betting Corporation ("Suffolk OTB") are appointed by, and serve at the pleasure of, this Legislature; and

WHEREAS, the current board of Suffolk OTB has endorsed a proposal to construct and operate a video lottery terminal ("VLT") gambling facility in Medford, even though the Brookhaven Town Board has passed a resolution opposing the facility in Medford; and

WHEREAS, the State of New York established criteria for entities seeking permission to operate gaming facilities in the State; one of the State requirements is that applicants must submit to the New York Gaming Facility Location Board a resolution supporting the application passed by the local Legislative body of the host municipality; and

WHEREAS, Suffolk OTB should obtain the support of a host community before it sites a VLT facility and the County Legislature should only appoint persons to the OTB board who support this concept; now, therefore be it

1st RESOLVED, that it shall be the policy of this Legislature to require that persons appointed by this Legislature to the Board of Directors of the Suffolk Off-Track Betting Corporation agree that they will not site a VLT facility in a community until the host community passes a resolution supporting the siting of the facility; 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:

1118

Intro. Res. No. -2015
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 2/3/15

**RESOLUTION NO. -2015, ADOPTING LOCAL LAW
NO. -2015, A LOCAL LAW AMENDING CHAPTER
563 OF THE SUFFOLK COUNTY CODE TO MODIFY
THE LAWS RELATING TO HOME FURNISHINGS AND
DEALERS IN SECONDHAND ARTICLES**

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on 2015, a proposed local law entitled, "A LOCAL LAW AMENDING CHAPTER 563 OF THE SUFFOLK COUNTY CODE TO MODIFY THE LAWS RELATING TO HOME FURNISHINGS AND DEALERS IN SECONDHAND ARTICLES"; and said local law in final form is the same as when presented and introduced; now, therefore be it

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

**A LOCAL LAW AMENDING CHAPTER 563 OF THE
SUFFOLK COUNTY CODE TO MODIFY THE LAWS
RELATING TO HOME FURNISHINGS AND DEALERS
IN SECONDHAND ARTICLES**

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

Section 1. Legislative Intent.

This Legislature finds and determines that the provisions of Articles V and IX of Chapter 563 of the Suffolk County Code were enacted to provide the Office of Consumer Affairs with the means necessary to regulate businesses in these sectors of the market.

This Legislature further finds that information from consumers and persons in related industries has revealed gaps in application of these laws to businesses participating in related business sectors, which should be regulated.

Therefore, the purpose of this law is to amend Articles V and IX of the Suffolk County Code to clarify applicability of these consumer protection laws.

Section 2. Amendments.

I. Article V of Chapter 563 of the Suffolk County Code is hereby amended as follows:

Chapter 563

LICENSED OCCUPATIONS

**Article V
Dealers in Secondhand Articles**

§563-49 Definitions.

DEALER IN SECONDHAND ARTICLES

A. Any person corporation, partnership, collateral loan broker, as defined in Article 5 of the New York General Business Law, or other entity and its employees that, as a business, transacts more than five deals in the purchase of, sale of, or transaction for a collateral loan against any of the following used or secondhand articles within a twelve-month period:

(6) Electronic equipment or component parts thereof, including but not limited to [televisions, stereos, videocassette recorders, video games, computers, citizen band radios and cable television converters and descramblers] audio and video equipment and communication devices.

(15) Used/Antique furniture includes but is not limited to chairs, tables, cabinets(excluding kitchen cabinets) desks, sofas, bedroom sets, chests, lamps and lighting fixtures and other articles of personal property similarly used to furnish a home that have been previously sold at retail.

(16) Goods sold on consignment.

(17) Jewelry which is not sold by weight or under the provisions of Article IV of this Chapter.

GOODS SOLD ON CONSIGNMENT

Secondhand articles sold by on behalf of a third party.

II. Article IX of Chapter 563 of the Suffolk County Code is hereby amended as follows:

**Article IX
Home Furnishings**

§563-105 Definitions.

For purposes of this article, the following terms shall have the meaning indicated:

[CARPETS

All carpets (fiber, sheet vinyl and linoleum), wall-to-wall and the like, which require installation and area rugs/carpets which are custom-made to order. It shall not be intended to mean pre-made area rugs/carpets that are delivered from available stock.]

FLOOR COVERINGS

Any material applied over a floor structure, including carpets, linoleum, vinyl, wood, laminates, tile, stone, terrazzo, stainless chemical floor coatings, and the like which require installation. The term shall also include area rugs/carpets which are custom-made to order but shall not include pre-made rugs/carpets that are delivered from available stock.

FURNITURE

Chairs, tables, cabinets (excluding kitchen cabinets), desks, sofas, bedding, chests, lamps and lighting fixtures, and other articles of personal property similarly used to furnish a home.

HOME FURNISHINGS

Furniture [and carpets] and floor coverings.

SELLER

Any person, partnership, corporation or association engaged in the selling of home furnishings. The term "seller" shall not include any organizations formed for charitable purposes which accept donations of furniture and resell them to raise funds for purposes consistent with the formation of the organization.

§563-112 Penalties for offenses; suspension or revocation of licenses.

A. The Director shall have the power to impose a fine not to exceed [\$500] \$750 licensing violations was amended and updated from per violation upon a licensee or to suspend or revoke a license or to deny an application for the renewal of a license for any one or more of the following causes:

- (1) Fraud, deceit, misrepresentation or bribery in securing a license.
- (2) The making of any false statement in an application for a license.
- (3) Violation of §§ 396-u and 396-t of the New York General Business Law or Chapter 387, Consumer Protection, of the Suffolk County Code or a violation of any provision of

this article, any other appropriate article of this chapter or any rule or regulation promulgated thereunder.

Section 3. Severability.

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

Section 4. SEQRA Determination.

This Legislature, being the State Environment 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) 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 nonapplicability or non-significance in accordance with this law.

Section 5. Effective Date.

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

[] Brackets denote deletions of material.

___ Underscore denotes the addition of new material

1118

OFFICE OF THE COUNTY LEGISLATURE
COUNTY OF SUFFOLK

GEORGE NOLAN
COUNSEL TO THE LEGISLATURE
email: george.nolan@suffolkcountyny.gov



WILLIAM H. ROGERS BUILDING
P.O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5494 (PHONE)
(631) 853-4415 (FAX)

DATE: February 3, 2015
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2015

TITLE: I.R. NO. -2015; A LOCAL LAW AMENDING CHAPTER 563 OF THE SUFFOLK COUNTY CODE TO MODIFY THE LAWS RELATING TO HOME FURNISHINGS AND DEALERS IN SECONDHAND ARTICLES

SPONSOR: PRESIDING OFFICER, ON REQUEST OF THE COUNTY EXECUTIVE

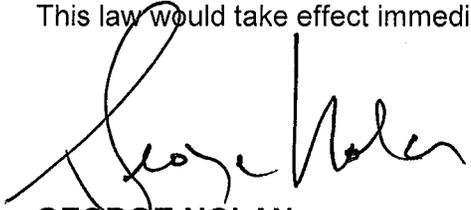
DATE OF RECEIPT BY COUNSEL: 2/3/2015 PUBLIC HEARING: 3/3/2015

DATE ADOPTED/NOT ADOPTED: _____ CERTIFIED COPY RECEIVED: _____

This proposed local law would amend Article V of Chapter 563 of the SUFFOLK COUNTY CODE to expand the definition of the term "dealer in secondhand articles". Under this law, the definition would now include dealers who sell any of the following products, used or secondhand: audio and video equipment and communication devices, used and antique furniture, goods sold on consignment¹, and jewelry that is not sold by weight or under the requirements of Article IV of Chapter 563, by a precious metal or gem exchange.

This law would also amend Article IX of Chapter 563, which regulates home furnishings sellers. Under the proposed law, all floor coverings will be considered home furnishings and the definition of carpet is removed. The law also exempts charitable organizations which accept donations of home furnishings and resell them as a means to raise funds from the law's application. The penalties assessed pursuant to Article IX are also increased from \$500 to \$750 per violation.

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


GEORGE NOLAN
Counsel to the Legislature

GN:

s:\rule28\28-amend home furnishings secondhand dealers

¹ "Goods sold on consignment" is defined as "secondhand articles sold by or on behalf of a third party."