

RESOLUTION NO. 777 -2011, AUTHORIZING RENEWAL OF THE LEASE OF PREMISES LOCATED AT 316 ACCABONAC ROAD, EAST HAMPTON, NY FOR THE DEPARTMENT OF HEALTH SERVICES

WHEREAS, the Suffolk County Department of Health Services currently occupies 3,307 square feet of space owned by the East Hampton Housing Authority, located at 316 Accabonac Road, East Hampton, NY pursuant to a lease that expired on June 30, 2011; and

WHEREAS, the County Department of Health Services uses this facility as a health clinic to serve the Town of East Hampton and its constituents; and

WHEREAS, a significant investment made in the renovation of the facility over the term of the previous lease justified the nominal rate rent the County was charged throughout the term of the expired lease; and

WHEREAS, the capital investment in the facility has been completed and should no longer be considered in setting the rent; and

WHEREAS, the East Hampton Housing Authority has expressed its willingness to renew the lease at 316 Accabonac Road for \$32,500 annually, (\$16,250 for the balance of 2011), with annual rent escalations of five hundred dollars (\$500.00) from the previous year's rate; and

WHEREAS, the Space Management Steering Committee recommended the approval of the terms for this lease at its April 21, 2011 meeting; and

WHEREAS, sufficient funds are included in the 2011 Operating Budget for lease payments to be made in connection with the premises; now, therefore be it

1st RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.59(c)(20) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-109 of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate notices of determination of non-applicability or non-significance in accordance with this law; and be it further

2nd RESOLVED, that the County Executive is hereby authorized to execute a lease for a term of two (2) years, with three (3) one year options, in accordance with the terms and conditions of this resolution and consistent with the recommendations of the Space Management Steering Committee; and be it further

3rd **RESOLVED**, annual rent for the Premises shall be \$32,500 through the period commencing July 1, 2011 through June 30, 2012. Commencing on July 1, 2012 and on each July 1st thereafter, annual rent shall increase by \$500 over the annual rent of the preceding year.

DATED: September 15, 2011

APPROVED BY

VETOED

County Executive of Suffolk County

Date: **SEP 29 2011**

****VETO OVERRIDE ADOPTED ON OCTOBER 11, 2011****

WITNESSETH

1. A. Premises:

The LESSOR hereby leases to LESSEE: Three thousand three hundred and seven (3307) square feet of the Community Building located at the Accabonac Affordable Apartments, 316 Accabonac Road, in the Town of East Hampton, Suffolk County, New York as shown on the Architectural Plans, a portion of which is attached hereto as Exhibit A (the "Premises"). All references to Architectural Plans herein shall refer to the Town of East Hampton Accabonac Health Clinic Plans dated December, 1999 prepared by L. K. McLean Associates. LESSOR acknowledges receipt of a full and complete copy of these plans (the "Architectural Plans"), which are hereby incorporated by reference for the purpose of demonstrating the full and complete construction plans.

B. Associated Parking Areas

The LESSEE shall have the right to use the Parking Areas associated with the Premises for any purpose reasonably related to the LESSEE's use of the Premises except that LESSOR shall retain the exclusive right to those parking spaces number 1-6 on Exhibit B.

2. Term:

The term of this lease is as follow:

A. Initial Term

The initial term of this lease shall commence at the date of execution of this agreement and shall extend for a period of ten (10) years after a Certificate of Occupancy is issued for the Property.

B. Renewal Term

LESSEE has the option to extend this Lease for an additional five (5) years after the expiration of the Initial Term. LESSEE may exercise this option by providing LESSOR with written notice of the exercise of this option at least 30 days prior to the expiration of the Initial Term.

3. Rent:

LESSEE shall pay rent as follows:

A. Initial term:

One dollar (\$1.00) per year, payable in arrears at the end of each year for the Initial Term. This nominal annual rent reflects the investment of the LESSEE's funds in the renovation and interior construction of the facility.

B. Renewal Term:

Thirty Two Thousand Five Hundred Dollars (\$32,500) per year, payable either annually, in advance within 30 days of the beginning of each year of the Renewal Term, or, at LESSEE's option, in quarterly installments in advance.

4. Property Taxes:

The LESSOR shall be responsible for continued payment of applicable taxes or payment in lieu of taxes. This lease agreement shall not affect LESSOR's obligation to pay taxes or its exemption therefrom.

5. Authorization:

This Lease is entered into and executed by the LESSOR under authority of a resolution of the East Hampton Housing Authority adopted on June 13, 2000, annexed hereto as Exhibit C and made a part hereof.

This Lease is entered into and executed by the LESSEE under the authority of a resolution of the East Hampton Town Board adopted on June 3, 2000, annexed hereto as Exhibit D.

6. Interior Construction:

A. Construction. LESSEE shall complete the interior construction of the Community Building in conformance with the Architectural Plans.

B. Costs of construction.

- 1) **Competitive Bids.** LESSEE shall solicit competitive bids and award a contract for the interior construction costs in accordance with LESSEE's established procedures.
- 2) **Allocation of Costs.**
 - a) **PREMISES.** LESSEE shall pay for any and all costs associated with the interior construction and improvement of the PREMISES leased hereunder.
 - b) **COMMUNITY BUILDING.** LESSOR shall pay for any and all costs associated with the interior construction and improvements to the remainder of the COMMUNITY BUILDING.
- 3) **Apportionment.** The costs for interior construction shall be apportioned between the LESSEE and LESSOR as follows:
 - a) The competitive bids solicited under this paragraph shall allocate the costs of interior construction among the parties based on square footage, the number of required improvements, and other criteria

relevant to this allocation, or

- b) In the event that the bids solicited are unable to provide a sufficient basis to allocate the costs of construction, the entire costs of interior construction shall be allocated on a square footage basis, where the LESSEE shall be responsible for 68% of the construction cost and the LESSOR shall be responsible for 32% of construction cost.

7. **Additions/Alterations:**

From time to time during the term of this Lease, LESSEE shall have the right to make such additions, alterations and improvements at the Premises as it may desire upon compliance with the following:

- a) **LESSOR approval required.** No addition, alteration or improvement to the Premises not shown on the Architectural Plans shall be undertaken by the LESSEE without the written approval of the LESSOR, which approval shall not be unreasonably withheld.

8. **Construction:**

- a) **Code Compliance.** All construction undertaken by LESSEE shall meet applicable Building, Fire, Plumbing and Electrical Code requirements and shall comply with all Federal, State and Local land use restrictions and requirements.

- b) **Certificate of occupancy.** The LESSOR shall obtain a Certificate of Occupancy pursuant to site plan approval for the Property in accordance with all applicable Federal, State and local codes, rules and regulations within sixty (60) days after the completion of the interior renovation and construction work.

9. **Utilities:**

- 1) **Apportionment.** The subject Premises are not presently serviced with electric, water, heat and telephone service. When possible, such needed services shall be segregated between the LESSOR and LESSEE's use of the Community Building and paid accordingly. When segregation is not possible, such as in the case of heating oil or other service, common charges will be apportioned on a pro rata basis based on the LESSEE's use of 68% and the LESSOR's use of 32% of the Community Building. The Parties may agree in writing to an adjustment of the allocation for service or common charges.

- 2) **Repairs.** The Lessee shall be responsible for the ordinary maintenance of all air conditioning, heating and ventilating equipment. Repairs in excess of \$250.00 shall be apportioned among the LESSEE and LESSOR pursuant to the percentages set forth in subparagraph 1) above.

10. **Right to Assign or Sublet:**

- 1) LESSEE may sub-let the entire Premises, or any portion thereof, to the Suffolk County Department of Health for the purposes of operating a public health clinic without any further approval or consent of the LESSOR.

2) LESSEE may also sublet the Premises, or any portion thereof, to any entity for any purpose which promotes the general welfare of the residents of the Town of East Hampton, upon the prior written consent of the LESSOR, which may not be unreasonably withheld.

11. Maintenance of Buildings and Grounds:

1) BY LESSOR. During and throughout the term of this Lease, LESSOR shall, at its own expense and at no cost or expense whatever to the LESSEE, do all of the following:

A. Codes, rules, nuisance. Promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Local Governments and of any and all their Departments and Bureaus applicable to the Property for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with the Property during said term; and shall promptly comply with all rules, orders and regulations of the New York Board of Fire Underwriters, and/or any other similar body;

B. Buildings. Maintain the exterior of the Community Building, in a satisfactory condition and state of repair.

C. Grounds. Keep the grounds, including paved areas, and the exterior of all buildings and improvements neat, orderly, and well maintained. LESSEE shall be responsible for keeping the parking area free of litter and in good order.

2) BY LESSEE. During and throughout the term of this Lease, LESSEE shall contract for the proper disposal of all wastes generated within the Premises at its own expense and at no cost or expense whatsoever to the LESSOR.

12. Restrictions on Use and Activities:

During and throughout the term of this Lease, the use, occupancy and activity of LESSEE, all persons holding by or through LESSEE and all persons who shall come upon the Premises with the consent or at the sufferance of LESSEE shall be restricted as follows:

A. Permitted use. No part of the Premises shall be used for any purpose other than as a public health clinic or any purpose which promotes the general welfare of the Town of East Hampton.

B. Hazardous use. No part of the Premises shall be used or occupied for any purpose that is extra-hazardous on account of fire, explosion, or toxic or radioactive emission or contamination.

C. Environmental protection.

i. The LESSEE shall at all times during the term of this lease and any renewal thereof, promptly comply with all statutes, ordinances, rules, orders,

regulations or requirements of the Federal, State, County and Local governments and any and all of their departments, agencies or bureaus having jurisdiction over the subject Premises, whether the same are in effect at the time this lease agreement is executed, or shall thereafter be enacted, for the correction, prevention, and abatement of pollution at the subject Premises, including, without limitation, Article Twelve (12) of the Suffolk County Sanitary Code (Handling and Storage of Hazardous and Toxic Materials) and Chapter 104 of the East Hampton Town Code (Natural Resources Law).

- ii. No hazardous or toxic materials shall be permitted to drain into any plumbing leading to the existing septic system or any other area of the Premises, except that LESSEE shall be permitted to utilize hazardous and/or toxic materials with approved equipment or dispose of the same in a holding or containment facility designed for such purposes and properly licensed and/or approved by all agencies having jurisdiction. All such materials shall be removed only by approved transporter(s) to a facility properly licensed to accept the same.
- iii. The LESSOR may inspect the Premises upon reasonable notice for purposes of assessing the site for compliance with all applicable environmental regulations and for potential contamination.
- iv. LESSEE shall return the Premises to the LESSOR free of any environmental hazards or contamination.
- v. In the event the Premises are found to be in violation of any environmental regulation, or in the event any contamination is found within the Premises, LESSEE shall, at its own costs and expense, take any and all remedial action necessary to restore the Premises to an environmentally safe condition. LESSEE shall obtain from the Suffolk County Health Department, Department of Environmental Conservation, or other agency having jurisdiction, a certification that the remedial action taken by LESSEE has been successful, and that the environmental hazard or contamination has been eliminated, or brought within levels deemed safe and acceptable by said agency.

13. **Inspections:**

The LESSOR and its duly authorized representatives may enter into and upon said Premises, or any part thereof, at a reasonable hour and upon reasonable notice, for the purpose of inspecting same for compliance with any and all provisions of this lease. LESSOR shall retain a master key to the Premises and may enter the Premises without prior consent or notice to:

- a) de-activate any emergency systems or alarms; OR
- b) gain access to the Premises to prevent or otherwise respond to an emergency situation that threatens the health, welfare or safety of the residents of the Town of East Hampton.

14. Surrender.

At the expiration of the term of this Lease or upon the sooner termination thereof, LESSEE shall surrender the Premises to the LESSOR as improved pursuant to Paragraph 6, reasonable wear and tear excepted; and all building improvements thereon, including without limitation any alterations, additions, or improvements, which shall remain for the benefit of the LESSOR.

A. Removal. No improvements shall be removed from the Premises or voluntarily destroyed or damaged during the term of this Lease.

B. Movable structures. Machines, trade fixtures and similar installations which are installed within the Premises shall not be deemed to be part of the realty even though such installations are attached to the floors, walls, or roof of any building or structure or to outside pavements, so long as such installation can be removed without structural damage to any building, structure, or other improvement on the Premises; provided, however, that if the removal of any such installation damages any part of the Premises, LESSEE shall repair such damage and restore the Premises to the same condition as originally existed upon the completion of construction, ordinary and usual wear and tear excepted.

C. Personal Property. Any and all personal property of every kind and nature whatsoever, which LESSEE places in, upon, or about the Premises during the term hereof may be removed therefrom prior the expiration of the term of this Lease and shall, as between the LESSOR and LESSEE, be and remain the personal property of LESSEE.

D. Major Systems, etc. Notwithstanding anything to the contrary contained in subparagraphs A and B of this paragraph, any and all lighting, plumbing, air cooling, air conditioning, heating and ventilating equipment servicing the Community Building shall be deemed to be a part of the realty, and regardless of whether or not any such item of equipment can be removed without structural damage to the Community Building, it shall not be removed from the Community Building except for repairs, alterations, and replacement with newer equipment; without the consent of the LESSOR, not to be unreasonably withheld, and all such equipment shall remain as a part of the realty at the expiration of the term of this Lease, in its "as is" condition.

15. Insurance:

A. Improvements. LESSEE or its sublessee shall during the Initial term of this Lease and the Renewal term, at its own cost and expense, provide general liability coverage for all activities to be conducted on the Premises. Lessee shall also insure the Premises for its full replacement value against fire, with extended coverage. Such policies shall name the LESSOR as a co-insured.

B. Policies. All insurance required by this agreement shall be maintained with insurance underwriters authorized to do business in the State of New York. LESSEE

shall furnish the LESSOR with Certificates of Insurance evidencing that such insurance coverage is in effect. Said certificates shall provide that the LESSOR shall be given not less than THIRTY (30) days notice, in writing, prior to the modification or termination of any insurance coverage.

16. **Indemnification:**

The LESSEE shall assume all risks incident to, or in conjunction with, the use of the Premises, and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations and shall indemnify, defend, and save harmless the LESSOR, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operation, and from any and all claims, suits, losses, damages, or injuries to persons or property of whatsoever kind or nature arising or resulting from the carelessness, negligence or improper conduct of the LESSEE or any of its employees or assignees.

17. **Termination:**

The LESSOR may terminate this Lease in its entirety with six (6) months written notice upon the happening of any of the following events:

- A. The failure by LESSEE to perform, keep and observe any of the terms, covenants and conditions herein contained on the part of LESSEE to be performed, kept or observed, after the expiration of thirty (30) days from the date written notice has been given to LESSEE by the LESSOR to correct such default or breach, unless such default cannot reasonably be cured within such 30-day period, provided that LESSEE commences within such period and proceeds expeditiously to cure such default.
- B. The failure of LESSEE to pay the whole or any part of the rent agreed upon hereunder for a period of thirty (30) days after the LESSOR has given written notice to LESSEE that such payments are in default.

18. **No estoppels:**

Failure of the LESSOR to declare this Lease terminated upon the default of LESSEE for any of the reasons set out shall not operate to bar or destroy the right of the LESSOR to cancel this Lease by reason of any subsequent violation of the terms hereof.

19. **Captions:**

The captions to the paragraphs herein are for convenience only and are not to be deemed inclusive; the Lease must be interpreted based upon its entire context.

20. **Successors Bound:**

It is mutually understood and agreed that the covenants and agreements contained in the within Lease shall be binding upon the parties hereto and upon their respective successors, sub-LESSEE's, heirs, executors and administrators.

21. Notice:

Whenever notice is required to be given under the terms of this Lease, such notice shall be in writing and either hand delivered or mailed by certified mail, return receipt requested:

If to the LESSOR, to:

ATTN: Executive Director
East Hampton Town Housing Authority
159 Pantigo Road
East Hampton, NY 11937

If to the LESSEE, to:

Attention: Town Clerk
Town of East Hampton
159 Pantigo Road
East Hampton, New York 11937

or to such other addresses as LESSEE or the LESSOR shall designate for itself in the same manner.

22. Modification of terms:

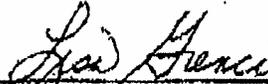
This Lease may not be altered or modified except by a subsequent writing signed by both parties.

23. Entire Agreement. The Parties understand that this agreement represents the entire Agreement of the Parties hereto, all previous understandings are merged herein, and no modification shall be valid unless duly authorized by the respective representatives of the Parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals or caused this agreement to be signed by their properly authorized corporate officers and caused their corporate seals to be hereunto affixed this .day of

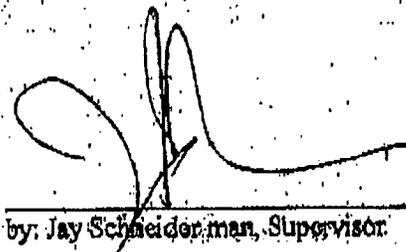
Attest:

East Hampton Housing Authority, LESSOR



by: Lisa Grenol
Chair

The Town of East Hampton
LESSEE



by: Jay Schneiderman, Supervisor

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ACKNOWLEDGMENT

State of New York, County of Suffolk ss.:

On the 15th day of June in the year 2000 before me, the undersigned, personally appeared

Jay Schneiderman

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Florence E. Weissberg
Notary Public

FLORENCE E. WEISSBERG
NOTARY PUBLIC, State of New York
No. 01100000000000000000
Commission Expires July 11, 2000

State of New York, County of _____ ss.:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGMENT

State of New York, County of _____ ss.:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared

_____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

State of New York, County of Suffolk ss.:

On the 14th day of June in the year 2000 before me, the undersigned, personally appeared

Lisa Orsini personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

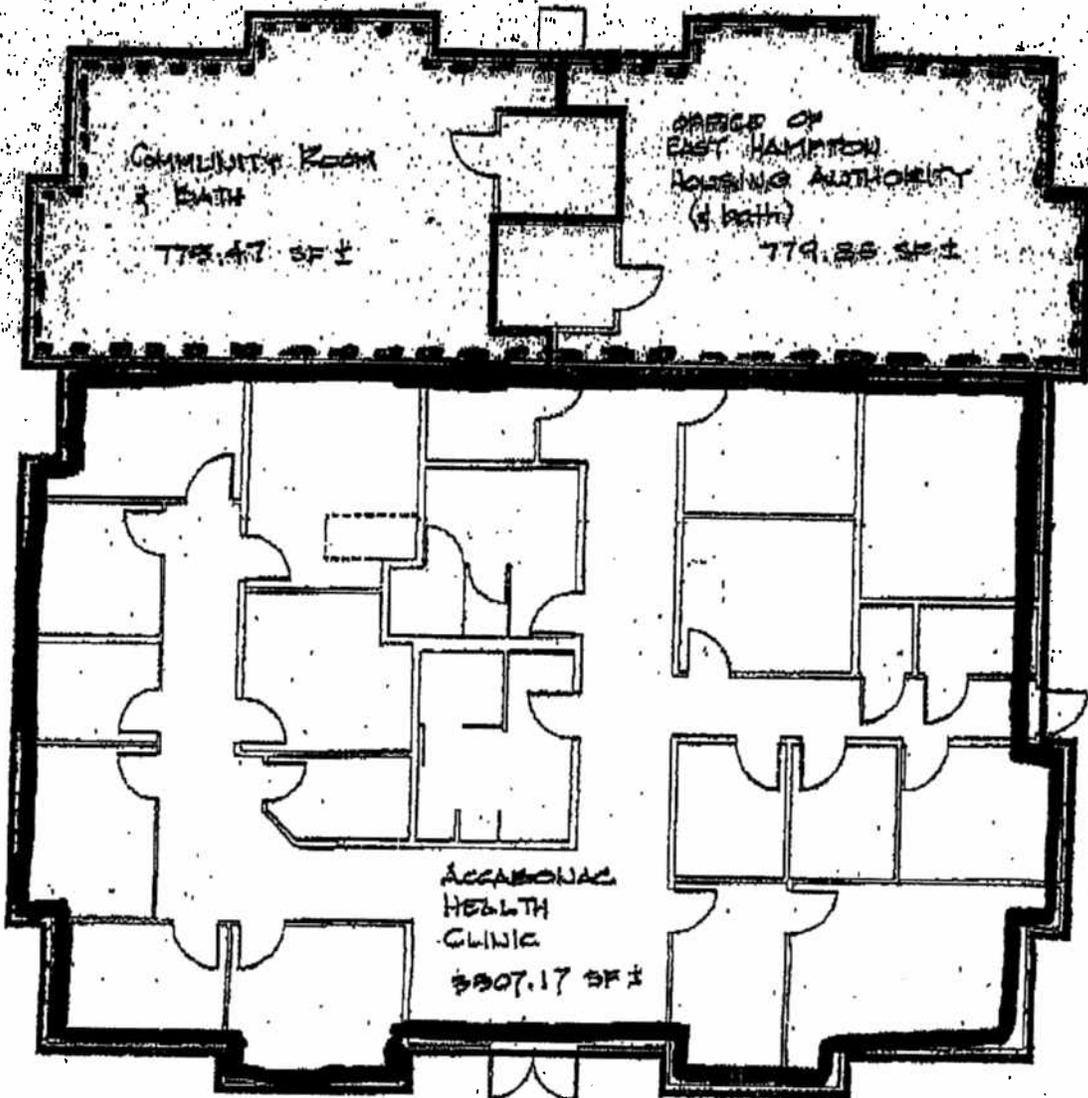
Carole A. Brennan
Notary Public

CAROLE A. BRENNAN
Notary Public, State of New York
No. 5008251
Qualified in Suffolk County
Commission Expires Dec. 28, 192000

Exhibit A

Premises

LESSOR'S Portion of
Community BUILDING



COMMUNITY ROOM
& BATH
778.47 SF ±

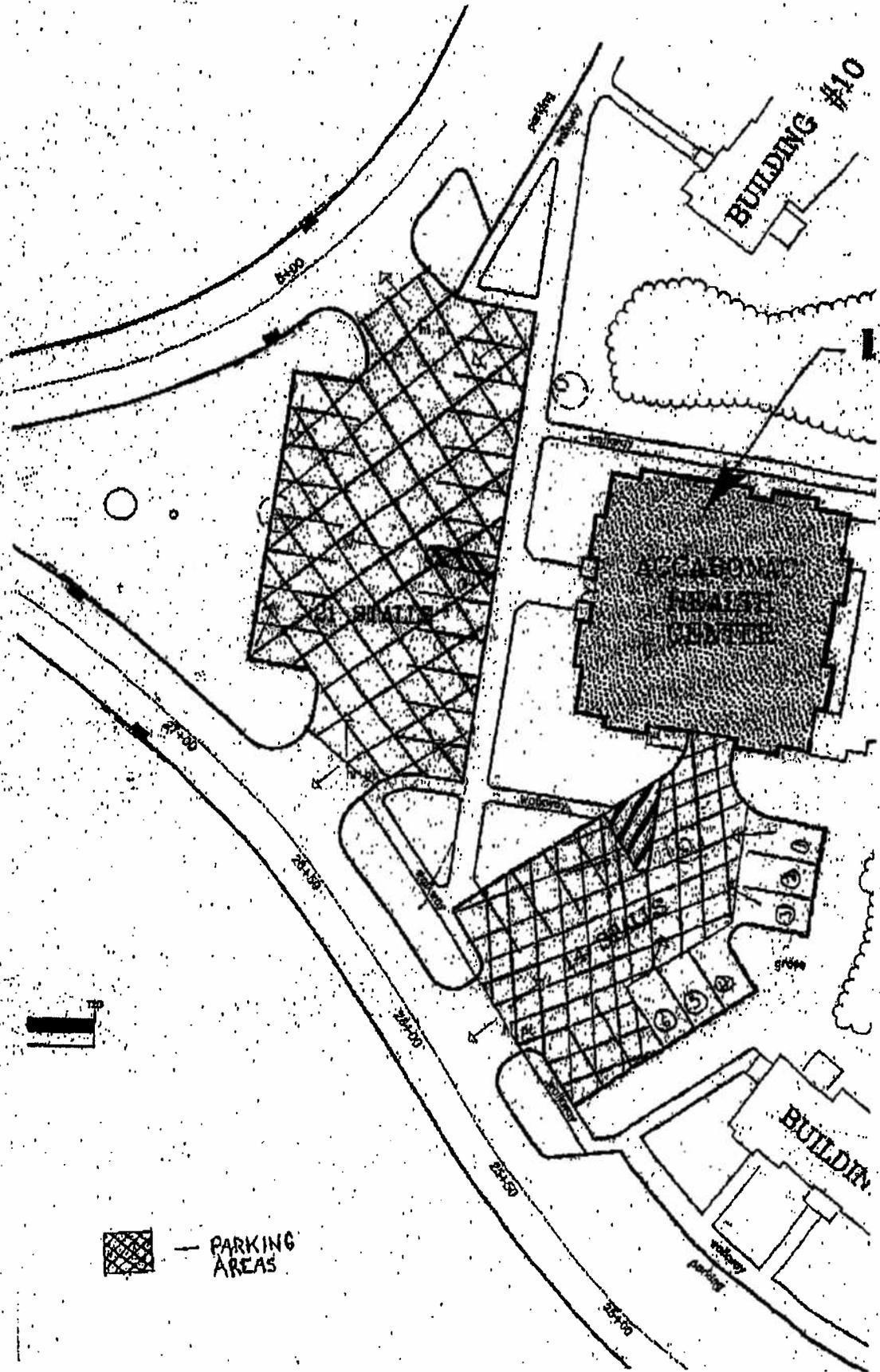
OFFICE OF
EAST HAMPTON
HOUSING AUTHORITY
(4 bath)
779.88 SF ±

ACCAMBONAC
HEALTH
CLINIC
3307.17 SF ±

FLOOR PLAN

OVERALL AREA: 4862.49 SF ±

Exhibit B



— PARKING AREAS

Intro. Res.

1768

Res. No.

777

September 15, 2011

Motion:

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

Co-Sponsors:

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

Second:

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

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

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

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

Tim Laube

Roll Call _____ Voice Vote

Tim Laube, Clerk of the Legislature

COUNTY OF SUFFOLK



OFFICE OF THE COUNTY EXECUTIVE

Steve Levy
COUNTY EXECUTIVE

September 26, 2011

Presiding Officer William J. Lindsay and
Members of the Suffolk County Legislature
William H. Rogers Legislative Building
725 Veterans Memorial Highway
Smithtown, New York 11787

RE: RESOLUTION NO. 777 – 2011, AUTHORIZING RENEWAL OF THE LEASE OF PREMISES LOCATED AT 316 ACCABONAC ROAD, EAST HAMPTON, NY FOR THE DEPARTMENT OF HEALTH SERVICES.

Dear Presiding Officer Lindsay and Members of the Legislature:

I am returning herein **RESOLUTION NO. 777 – 2011, AUTHORIZING RENEWAL OF THE LEASE OF PREMISES LOCATED AT 316 ACCABONAC ROAD, EAST HAMPTON, NY FOR THE DEPARTMENT OF HEALTH SERVICES.**

The clinic in East Hampton was established as a partnership with the understanding that the County would provide the services while Town would provide the facility. Through the years this has been a mutually beneficial arrangement; however, during these economic times it is inconceivable that we would enter into an arrangement that would force us to now pay for this space we had been receiving for free from the Town, especially since these services can be provided at our nearby Southampton clinic. The East Hampton adjunct was opened only on the condition that the Town would provide the space. It is difficult to justify adding this expense at a time when other clinics are losing millions in State Aid.

It is not our goal to close this facility; rather we are only seeking to maintain the integrity of our partnership with East Hampton Town and insure that they continue to abide by their commitment to fund this space.

For these reasons, I strongly urge the Legislature to sustain my veto of this resolution.

Sincerely,



Steve Levy

County Executive of Suffolk County

cc: All Suffolk County Legislators
Tim Laube, Clerk of the Legislature
Christine Malafi, Esq., Suffolk County Attorney
Lynne A. Bizzarro, Esq., Chief Deputy County Attorney
Edward Dumas, Chief Deputy County Executive
Eric Naughton, Deputy County Executive for Finance and Management
Ken Crannell, Deputy County Executive
Connie Corso, Budget Director
Eric Kopp, Assistant Deputy County Executive
Dan Aug, Director of Communications
Mark Smith, Deputy Director of Communications

SL:tv

SUFFOLK COUNTY
County Legislature
RIVERHEAD, NY



This is to Certify That I, TIM LAUBE, Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on
October 11, 2011 *and that the same is a true and correct transcript of said resolution and of the whole thereof.*

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

Tim Laube

Clerk of the Legislature

Intro. Res.

1768

Res. No.

117

October 11, 2011

Motion:

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

Co-Sponsors:

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

Second:

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

LD	Legislator	Yes	No	Abs	NP	R
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13	Lynne C. NOWICK					
14	Wayne R. HORSLEY					
15	DuWayne GREGORY					
16	Steven H. STERN					
17	Lou D'AMARO					
18	Jon COOPER					
5	Vivian VILORIA-FISHER, D.P.O.				/	
8	William J. LINDSAY, P.O.	/				
	Totals	17	—		1	—

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

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

Tim Laube

Roll Call _____ Voice Vote