

Intro. Res. No. 1633-2012

Laid on Table 6/5/2012

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

**RESOLUTION NO. 544 -2012 AUTHORIZING USE OF
PROPERTY AT FRANCIS S. GABRESKI AIRPORT BY THE
KIWANIS CLUB OF GREATER WESTHAMPTON**

WHEREAS, the Kiwanis Club of Greater Westhampton is a not-for-profit organization; and

WHEREAS, the Kiwanis Club of Greater Westhampton will host its annual fundraising carnival August 8, 2012 through August 12, 2012; and

WHEREAS, the Kiwanis Club of Greater Westhampton has submitted to Gabreski Airport a request to utilize property for the purposes of this event; and

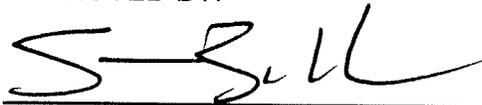
WHEREAS, the Department of Economic Development and Workforce Housing and the Airport Conservation and Assessment Panel (ACAP) have reviewed this application and recommend the Legislature approve this request with a fee of \$400 per day; now, therefore be it

1st **RESOLVED**, that the County Executive or his designee, be and hereby is authorized to execute a license agreement for the use of the above described property between the Kiwanis Club of Greater Westhampton and the County of Suffolk, in substantial accordance with the agreement annexed as Exhibit "A"; and be it further

2nd **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA") New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") S617.5 (c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment.

DATED: **JUN 19 2012**

APPROVED BY:



County Executive of Suffolk County

Date: **6-28-2012**

EXHIBIT A

Airport Conservation Assessment Panel Meeting
May 18, 2012
for

Kiwanis Carnival License Agreement

Background:

On May 9, 2006, Suffolk County Executive Order No. 26-2006 created the Airport Conservation and Assessment Panel (ACAP). The panel is charged with evaluating applications for leases, lease renewals, extensions and modifications, licenses, and issuing recommendations to the County Legislature, the CEQ and County Executive on the environmental, economic and community impacts of a lease or license application at Gabreski Airport and to report it's advisory findings and recommendations to the above parties.

The scope of the ACAP review shall be limited to assessing applications and proposals for the environmental compatibility and economic benefit to the people of the County of Suffolk and are in the public interest as a support, advance, or enhancement of a specifically articulated public policy objective.

ACAP conducted a vote via e-mail between May 16 and 18, 2012 to review a request from the Kiwanis Club for license agreements to use of property at the Francis S. Gabreski Airport.

Summary of SEQRA Recommendations/ACAP Findings:

Based on our assessment of the rules governing the implementation of SEQRA, we find the subject application to be an **Unlisted Action** Pursuant to Title 6 NYCRR Part 617.2. A **Negative Declaration** is recommended.

Other Recommendations:

- Subject to how the event was held in the past, there is no objection to approval of this application.

**SUFFOLK COUNTY
FRANCIS S. GABRESKI AIRPORT
AIRPORT CONSERVATION & ASSESSMENT PANEL**
By Executive Order # 26-2006

Beecher Halsey
Chairman

Jaime Siegel
Secretary

May 18, 2012

Suffolk County Legislature
Hauppauge, NY

Re: Kiwanis Carnival License Agreement

Dear Members of the Legislature:

Attached is the Airport Conservation and Assessment Panel's report on the County's Intent to enter into License Agreements as noted above. The majority opinion of the panel is reflected within.

Respectfully submitted:



Beecher Halsey
Chairman

EXHIBIT B

LICENSE AGREEMENT

Made this ___ day of _____, 2012 between KIWANIS CLUB OF GREATER WESTHAMPTON (hereinafter the Kiwanis Club), a non-profit organization, whose address is PO Box 146, Westhampton, New York 11977, and the COUNTY OF SUFFOLK, a municipal corporation whose address is County Center, Riverhead, New York (hereinafter the County).

WITNESSETH:

1. **DESCRIPTION.** County hereby grants to the Kiwanis Club a License for the use of approximately 4 acres of land and adjacent parking at Francis S. Gabreski Airport, Westhampton Beach, New York (hereinafter "Premises") as depicted on the map attached hereto as Exhibit B.
2. **TERM.** FIVE (5) days, commencing August 8, 2012 and ending August 12, 2012.
3. **PURPOSE.** The parties hereto acknowledge that County is a municipal corporation and is entering into and executing this License agreement by virtue of the authority of Resolution No. _____-2012 of the Suffolk County Legislature, for the purpose and intent of operating a carnival and fireworks display. The resolution is incorporated herein by reference. The Kiwanis Club has examined the same is fully aware of the intended purpose thereof, and that the Kiwanis Club's use of the Premises shall be for the sole purpose of a carnival and fireworks display and for no other purpose. The grant of this License shall not be deemed to preclude the use of Francis S. Airport by the public, by County itself or by any tenant of the County of Suffolk located at Francis S. Gabreski Airport.

It is expressly understood and agreed that this License is a limited license to use the Premises. It is not a Lease; no interest in real estate, real property or personalty and no right of exclusive possession and control is granted herewith to the Kiwanis Club. The Kiwanis Club's right to occupy the Premises shall continue only so long as the Kiwanis Club shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, agreements, stipulations, and conditions contained herein.

This License permits the Kiwanis Club to enter, use and occupy the Premises consistent with the terms herein, until such time that the License expires or its early termination as hereinafter provided. the Kiwanis Club further agrees to provide all documentation required under this License on or before execution of this License.

4. **RENTAL AND SECURITY.** A rental fee of \$400.00 a day, for five (5) days, for a total of \$2,000.00, shall be paid, in advance, to the County at the Airport Management Office, located at Francis S. Gabreski Airport, Westhampton Beach, New York. In addition, the Kiwanis Club further agrees to provide the sum of \$750.00 payable in advance, as security for the clean-up of the Premises, if and as necessary, and the performance by the Kiwanis Club of all other of its obligations under this Agreement. The security, less any monies due the County there from by reason of violation of the terms of this Agreement by the Kiwanis Club, shall be returned to the Kiwanis Club upon a determination by Airport Management that the Premises has been restored to its original condition.

All payments shall be in the form of a Certified Business Check, made payable to the Suffolk County Treasurer's Office.

5. **DUTIES.** A) On or before June 24, 2012 the Kiwanis Club shall submit to Airport Management a "Site Plan" indicating the Carnival layout, traffic flows, and parking, in addition to details relating to sanitary arrangements, and post event park clean-up plans, all of which shall be subject to approval by Airport Management.

B) It is expressly understood and agreed that the Premises is and shall be the sole property of the County at all times during the period of this License.

C) The Kiwanis Club acknowledges that this License is for use of the Premises in "as is" condition and it is the sole obligation of the Kiwanis Club to suit the License area to its needs, as identified in the site plan, at its sole cost and expense. Any alterations, modifications, or improvements to the Premises must be included in the site plan approved by Airport Management.

D) The Kiwanis Club shall commit no act of waste and shall take good care of the Premises, and shall, in the use and occupancy of the Premises: (a) conform to all laws, orders and regulations of the federal, state and municipal governments, or any of their departments, (b) conform to all applicable federal, state and local laws and regulations regulating toxic waste and discharge, including, but not limited to, Articles VII and XII of the Suffolk County Sanitary Code, and (c) shall conform to the regulations of the New York Board of Fire Underwriters, provided they are applicable by reason of the use of the Premises by the Kiwanis Club.

E) The Kiwanis Club shall comply at its own cost and expense, with all federal, state, County and town statutes, local laws, ordinances, rules or regulations, now or hereinafter in force, which may be applicable to the operation of a carnival and fireworks display, including obtaining and paying for all licenses and charges and taxes (whether real property or otherwise) assessed under state, federal, County or local statutes or ordinances, insofar as they are applicable thereto. Copies of any and all permits, approvals or the like shall be submitted to Airport Management at least five (5) days prior to the commencement of the event.

F) The Kiwanis Club, at its expense, will provide for the placement, removal and frequent emptying of trash receptacles adequate in number for the anticipated daily attendance and shall surrender the premises in a clean condition, similar to that when occupation commenced, reasonable wear expected.

G) The County shall not be responsible for providing any personnel for the conduct of this event.

H) The Kiwanis Club hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by the Kiwanis Club resulting from fire, water, storm, tornadoes, civil commotion, riots, acts of God or other disasters. The Kiwanis Club expressly waives all rights, claims and demands and forever releases and discharges the people of the State of New York, the County of Suffolk, the Suffolk County Department of Economic Development and Workforce Housing and their officers, employees, and agents from any and all demands, claims, actions and causes of action

arising from any of the enumerated causes whatsoever. In the event of inclement weather, the Kiwanis Club expressly waives the right to request a rescheduling of events.

D) Alcoholic Beverages. The sale and/or consumption of alcoholic beverages of any kind are prohibited.

6. ALTERATIONS. The Kiwanis Club shall not make any "Alterations," meaning any alterations, installations, improvements, additions, renovations or physical changes to the Premises or any part or portion thereof or in any areas in the vicinity of the Premises, without the prior written consent of the County.
7. NO ASSIGNMENT. The License hereby granted shall not be transferred, assigned, conveyed, sublet, subcontracted or otherwise given to another, or any right, or interest therein.
8. PARKING PLACES. During the term of this Agreement, parking shall be in the area as depicted on the map attached hereto as Exhibit B and in accordance with the Site Plan described in Section 5. Any traffic control personnel shall be provided by the Kiwanis Club and shall wear identification so as to be readily visible to police personnel. Traffic control personnel shall be responsible for directing traffic and the parking of automobiles within Francis S. Gabreski Airport.
9. UTILITIES. A) The Kiwanis Club shall assume and be responsible to pay for all utilities' services, including connections thereto, used by it with respect to its operations granted by this Agreement, including water, electricity and fuel. The Kiwanis Club shall not use any existing utility services at the Premises without the express consent of Airport Management.

B) The County shall have no liability to the Kiwanis Club for any loss, damage or expense sustained or incurred by reason of any change, failure, inadequacy, unsuitability or defect in the supply or character of the utilities to the Premises for this event.
10. IDEMNITY AND INSURANCE. A) The Kiwanis Club assumes all risks in the operation of this License and shall defend, indemnify and hold harmless the County, its officials, employees, servants, and agents from and against all liabilities, fines, penalties, actions, demands, losses, claims, costs, judgments, damages, liens, encumbrances, costs, and expenses, including attorneys' fees, arising out of the acts or omissions or negligence of the Kiwanis Club, its owners, agents, employees or servants in connection with the services described or referred to in this License, which responsibility shall not be limited to the insurance coverage herein provided for.

B) The Kiwanis Club agrees not to use, suffer or permit any person to use in any manner whatsoever the Premises or any part thereof for any illegal purpose, or for any purpose in violation of any Federal, State, County or Municipal Law, ordinance, rule, order or regulation or of any rule or regulation of Francis S. Gabreski Airport now in effect or hereinafter enacted, amended or adopted, and will protect, defend, indemnify and forever save and keep harmless the County, Airport Management and its officers, employees, agents and servants from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Kiwanis Club or any of its employees, servants or agents in connection with the Premises;

and in the event of any such violation or in case the County or its representatives shall deem any conduct on the part of the Kiwanis Club, its employees, servants or agents to be objectionable or improper, the County shall have the right and power, and is hereby authorized by the Kiwanis Club, to at once declare this License terminated without notice to the Kiwanis Club.

C) The Kiwanis Club hereby represents and warrants that the Kiwanis Club, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the term of this License. Furthermore, the Kiwanis Club agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, arising out of the acts or omissions or the negligence of the Kiwanis Club in connection with the services described or referred to in this License. The Kiwanis Club shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or, at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Kiwanis Club, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this License.

11. **INSURANCE.** A) No later than June 24, 2012 the Kiwanis Club or its carnival operator, agrees to procure, and pay the entire premium for and maintain throughout the term of this License insurance coverage in amounts and types specified by the County and as may be mandated and increased from time to time. Unless otherwise specified by the County and agreed to by the Kiwanis Club, in writing, such insurance shall be as follows:

(i) **COMMERCIAL GENERAL LIABILITY INSURANCE**

including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.

(ii) **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

INSURANCE in compliance with all applicable New York State laws and regulations and **DISABILITY BENEFITS INSURANCE** if required by law and shall have furnished to the Department of Public Works Property Manager prior to execution of this License the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this License shall be void and of no effect unless the Kiwanis Club shall provide and maintain coverage during the term of this License for the benefit of such employees required to be covered by the provisions of the Workers' Compensation Law.

B) The Fireworks provider shall provide the same insurance with the exception that the Commercial General Liability Insurance shall be in an amount not less than Three Million Dollars (\$3,000,000) Combined Single Limit per occurrence for bodily injury and property damage.

C) All policies required under this Section 11 shall be issued by insurance companies duly licensed by the State of New York and acceptable to the COUNTY, with an A.M. Best rating of A- or better.

D) Prior to the commencement of this License, the Kiwanis Club shall furnish the County with Declaration Pages for each such policy of insurance, and, upon request, a true and certified original copy of each such policy, and evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and the Kiwanis Club shall furnish a Declaration Page, endorsement page and certificate of insurance evidencing the County's status as an additional insured on said policy. The Kiwanis Club shall thereafter provide to the County, for the duration of the License, updated Declaration pages, endorsement pages and certificates of insurance on a yearly basis as the insurance coverage periods expire.

E) All such Declaration Pages, certificates, and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in said policy. Such certificates, policies or other evidence of insurance and notices shall be mailed to Airport Management, Suffolk County Department of Economic Development and Workforce Housing, Aviation Division, Francis S. Gabreski Airport, Westhampton Beach, New York, 11978, and the Suffolk County Risk Management and Benefit Division, H. Lee Dennison Building, Hauppauge, New York 11788 or such other address of which the County shall have given the Kiwanis Club notice in writing.

12. **NEGATIVE COVENANTS.** The Kiwanis Club shall commit no act of waste and shall not use, occupy, maintain or operate the Premises, nor suffer or permit the Premises or any part thereof to be used, occupied, maintained or operated, nor bring into or keep at the Premises, nor suffer or permit anything to be brought into or kept therein, which would in any way (a) violate any term, covenant or condition of this License, b) violate any restrictive covenant, operating covenant, encumbrance or easement affecting the Premises, (c) make void or voidable any insurance policy then in force with respect to the Premises or make any such insurance unobtainable or increase the rate of any insurance with respect to the Premises, (d) cause physical damage to the Premises or any part thereof, (e) permit the excess accumulation of waste or refuse at the Premises, (f) constitute a public or private nuisance, (g) not conform to all applicable federal, state and local laws and regulations.
13. **INSPECTION OF PREMISES.** It is agreed that Airport Management, any authorized representatives of Airport Management, or the authorized representatives of any other County department may inspect the Premises at any time.
14. **GENERAL PROVISIONS.** A) The Kiwanis Club shall furnish to Airport Management no later than June 24, 2012 a copy of the Town of Southampton Permit, Fire Marshall Permit, USDOT FAA letter of acknowledgment and any other required permits, licenses, waivers, etc. prior to the event. In addition, the Kiwanis Club agrees that the Fire Marshall will make an on-site inspection immediately prior to the event to give a final approval or disapproval for the firework display.

B) The Kiwanis Club is responsible for coordinating with the Police Department, local Fire Departments, and emergency medical services concerning their arrangements for the events.

15. **NO COUNTY LIABILITY FOR THE KIWANIS CLUB'S FAILURE.** Failure of the Kiwanis Club to perform any or all of its obligations hereunder shall not give rise to any liability on the part of the County or any of the County's departments, officers, officials, bureaus, agencies, employees, agents or representatives.

16. **TERMINATION/DEFAULT.** *Termination without cause:* (A) Unless otherwise provided herein, either party may terminate this License without cause at any time prior to the commencement of the term, upon ten (10) days written notice to the other.

B) Termination by the County for Cause: The County may terminate this License upon twenty-four (24) hours written notice, based upon the following events: (i) a failure on the part of the Kiwanis Club to pay the rental fee pursuant to the provisions of Section 4 of this License; (ii) a failure to maintain the amounts and types of insurance required by this License; and (iii) an emergency or other condition involving possible loss of life, threat to health and safety, destruction of property or other condition deemed to be an emergency, in the sole discretion of Airport Management. In any such event, no notice to cure or notice of intent to terminate shall be required. Failure to comply with health and fire safety standards shall be governed by this subparagraph.

C) In the event this License is terminated prior to the expiration date set forth under Section 2, for any reason, this License shall expire as fully and completely as if such earlier date was the date herein originally fixed for the expiration of the term; and the Kiwanis Club shall, as of such earlier termination date, quit and surrender the Premises to Airport Management. It is further agreed that, upon termination the Kiwanis Club shall remove all its equipment and property within forty-eight (48) hours. Any equipment or property of the Kiwanis Club not so removed shall be deemed to have been abandoned and either may be retained by the County as its property or may be stored or disposed of as the County may see fit, without insurance or liability for any damage which may occur to such property. If such property not so removed shall be sold, the County may receive and retain the proceeds of such sale and apply the same, at the County's option, against the reasonable expenses of the sale, moving and storage, arrears of rent and any damages to which the County may be entitled. Any excess proceeds shall be the property of the County.

17. **CAPACITY TO CONTRACT.** The Kiwanis Club warrants that its entry into this License was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures.

18. **ARREARS TO COUNTY.** The Kiwanis Club warrants that it is not in arrears to the County upon debt or contract and are not in default as surety, contractor or otherwise on any obligation to or contract with the County of Suffolk.

19. **FIRE, FLOOD OR STRIKE.** Neither party shall be liable for failure to perform its part of this License when such failure is due to fire, flood, strikes or similar labor disturbances, industrial disturbances, wars, riots, insurrection, Acts of God and/or other causes beyond the control of the parties.

20. **HAZARDOUS SUBSTANCES AND WASTE.** The Kiwanis Club shall not generate, treat, release, store, discharge, dispose of, transport, recycle, use, reuse, or handle hazardous substances or waste on the Premises. As used herein, "hazardous substances or waste" shall include, but not be limited to, any flammable explosives, gasoline, petroleum products, polychlorinated biphenyl, radioactive materials, hazardous wastes, hazardous or toxic substances, or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as defined by any federal, state or local environmental law, ordinance, rule, or regulation including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 5101, et. seq.), the Solid Waste Disposal Act, as amended (42 U.S.C. Section 6901, et. seq.), and the regulations adopted and publications promulgated pursuant thereto.
21. **LAWFUL HIRING OF EMPLOYEES LAW IN CONNECTION WITH CONTRACTS FOR CONSTRUCTION OR FUTURE CONSTRUCTION.** This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit entitled "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the Construction Site during such working hours.
22. **DISCLOSURE AFFIDAVIT.** The Kiwanis Club shall provide proof of not-for-profit and tax exempt status to Airport Management prior to the execution of this License Agreement. As a not-for-profit entity, the Kiwanis Club is exempt from the requirements of section A5-7 of the Suffolk County Administrative Code. The Disclosure Form is attached hereto as Exhibit A.
23. **NOT A CO-PARTNERSHIP OR JOINT VENTURE.** Nothing herein contained shall create or be construed as creating a co-partnership between the County and the Kiwanis Club or to constitute the Kiwanis Club or the Kiwanis Club's employees as agents or employees of the County.
24. **COUNTY REPRESENTATIVES.** It is expressly understood and agreed by and between the parties hereto that the officers, officials, employees and agents of the County and Airport Management are acting in a representative capacity for the County of Suffolk and not for their own benefit, and that neither the Kiwanis Club nor any of its guests or invitees shall have any claim against them or any of them as individuals in any event whatsoever.
25. **NO IMPLIED WAIVER.** No failure or delay by either party in enforcing any right or remedy under this License shall be construed as a waiver of any future or other exercise of such right or remedy.
26. **GOVERNING LAW.** This License shall be construed and interpreted in accordance with the laws of the State of New York, and without regard to its conflict of laws provisions.

Venues shall be designated as Suffolk County, New York or the United States District Court for the Eastern District of New York.

27. **COOPERATION ON CLAIMS.** Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this License.
28. **NO REPRESENTATIONS.** Neither party has made any representations or promises, except as contained herein, or in some further writing signed by the parties, making such representation or promise.
29. **SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS:** The Parties agree to be bound by the terms of the Suffolk County Legislative Requirements, annexed hereto as "Appendix A," and made a part hereof.
30. **COUNTERPARTS.** This License may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same Agreement.
31. **NO CREDIT.** The Kiwanis Club agrees that this License shall not be pledged, hypothecated, or put up as security for a loan, credit or for any reason whatsoever.
32. **CERTIFICATION.** The parties to this License hereby certify that, other than the funds provided in this License and other valid agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this License, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this License.

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

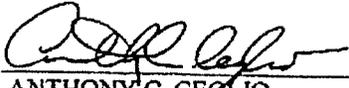
COUNTY OF SUFFOLK

By: _____

Deputy County Executive

Date: _____

Recommended By:
DEPARTMENT OF ECONOMIC
DEVELOPMENT AND PLANNING

By: 
ANTHONY C. CEGLIO
Airport Manager

Date: 5/21/12

REVIEWED AS TO LEGALITY

Dennis M. Cohen., Esq.
Suffolk County Attorney

By: _____
BASIA DEREN BRADDISH
Assistant County Attorney

Date: _____

KIWANIS CLUB OF GREATER
WESTHAMPTON

By: 
RALPH SCHENK
Co-Chairperson

Date: 5/21/12

DEPARTMENT OF ECONOMIC
DEVELOPMENT AND PLANNING

By: _____
JOANNE MINIERI
Commissioner

Date: _____

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the 21st day of May in the year 2012 before me, the undersigned, personally appeared Ralph Scheak, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jane A. Ostendoff
Notary Public, State of New York
No. 0105621003
Qualified in Suffolk County
Commission Expires April 17, 2014

Jane A. Ostendoff
Notary Public

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ___ day of _____ in the year 2011 before me, the undersigned, personally appeared _____, *Deputy County Executive*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Exhibit A

Exhibit A
Suffolk County Legislative Requirements

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A6-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A6-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A6-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:

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

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 576, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living

Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

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

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

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

d. If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

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

f. Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

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

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 353 of the Suffolk County Code.

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

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding

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

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

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

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

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor - Notice Of Application To Certify Compliance With Federal Law (8

U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees."

"Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees" Form LHE-2.

5. **Gratuities**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. **Child Sexual Abuse Reporting Policy**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County local law that may become applicable during the term of the

Contract with regard to child sexual abuse reporting policy.

8. **Non Responsible Bidder**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

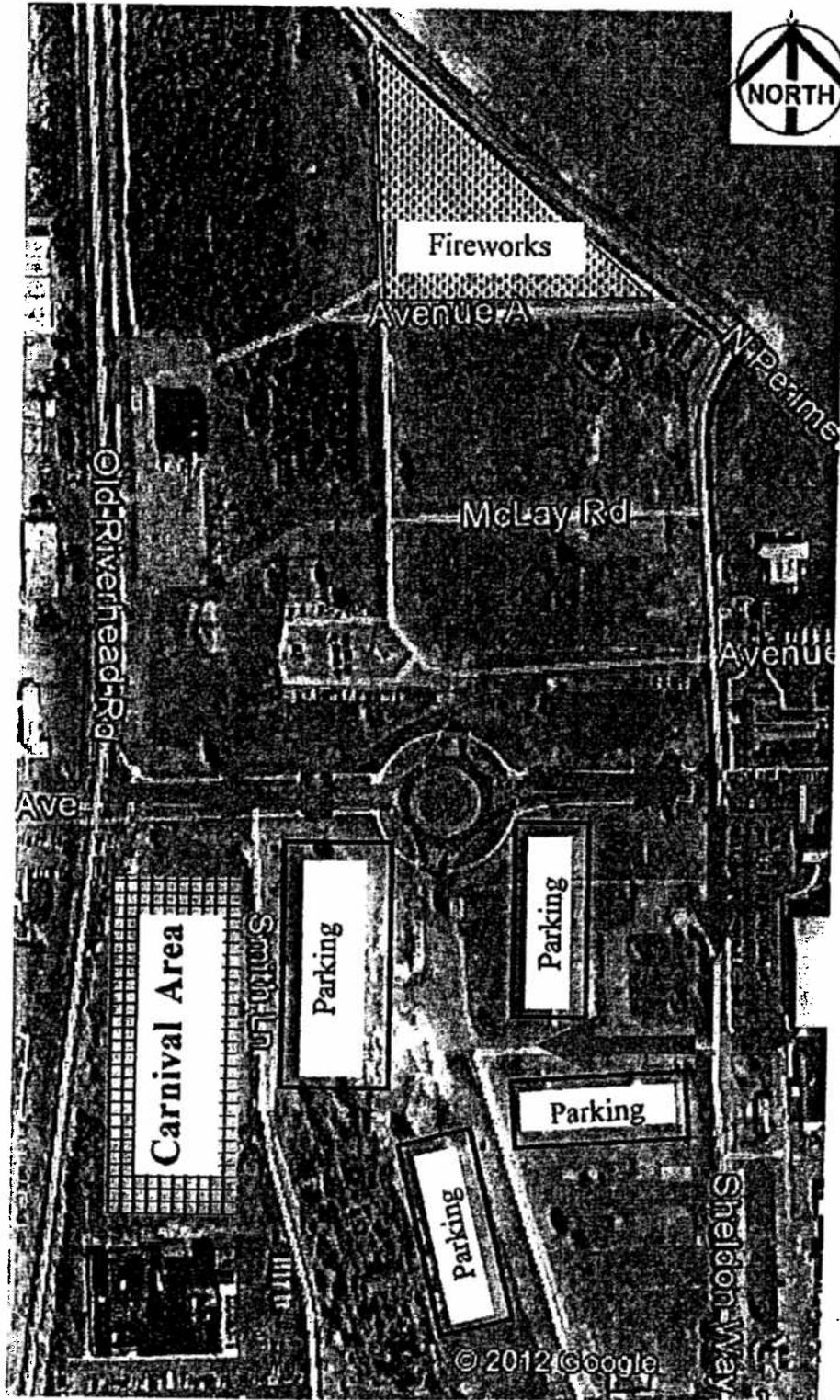
10. **Suffolk County Local Laws Website Address**

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature

End of Text for Exhibit A

Exhibit B

2012 Kiwanis Carnival
at
Gabreski Airport



--- Traffic Flow

COUNTY OF SUFFOLK



OFFICE OF THE COUNTY EXECUTIVE

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Joanne Minieri
Deputy County Executive and Commissioner

Department of
Economic Development and Planning

MEMORANDUM

TO: Jon Schneider, Deputy County Executive
Office of the County Executive

FROM: Joanne Minieri, Deputy County Executive and Commissioner
Department of Economic Development & Planning

DATE: May 30, 2012

SUBJECT: **Resolution Authorizing Use of Property at Francis S. Gabreski
Airport by the Kiwanis Club of Greater Westhampton**

The Department of Economic Development and Planning requests the submittal of the attached resolution authorizing the use of property at Francis S. Gabreski Airport by the Kiwanis Club of Greater Westhampton. For over a decade, the Westhampton Beach Kiwanis Club has held their annual fundraising carnival at Gabreski Airport. The property is available to accommodate this year's request.

As required by Executive Order, the Airport Conservation and Assessment Panel has reviewed this request. They have also recommended the approval of the License Agreement.

The use is for five (5) days commencing August 8, 2012 and ending on August 12, 2012. A fee of \$400 per day will be charged and is consistent with fees paid for use of airport property.

Attached please find the draft resolution, License Agreement, ACAP recommendation and the required SCIN's 175a and 175b. Electronic copies have been filed as required.

Thank you.

CEF/kmb
Attachments

cc: Regina M. Calcaterra, Chief Deputy County Executive
Ben Zwirn, Director of Intergovernmental Relations (2)
Carolyn E. Fahey, Intergovernmental Relations Coordinator
Anthony Ceglio, Francis S. Gabreski Airport Manager

SUFFOLK COUNTY
County Legislature
RIVERHEAD, NY



This is to Certify That I, TIM LAUBE, Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on June 19, 2012 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.

1633

Res. No.

544

June 19, 2012

Motion:

Romaine, Schneiderman, Browning, Muratore, Anker
Calarco, Montano, Cilmi, Lindsay, Hahn, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Spencer

Co-Sponsors:

Romaine, Schneiderman, Browning, Muratore, Anker
Calarco, Montano, Cilmi, Lindsay, Hahn, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Spencer

Second:

Romaine, Schneiderman, Browning, Muratore, Anker
Calarco, Montano, Cilmi, Lindsay, Hahn, Barraga,
Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Spencer

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

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

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

Tim Laube

Tim Laube, Clerk of the Legislature

Roll Call _____ Voice Vote