

RESOLUTION NO. 1043 -2012, AUTHORIZING THE USE OF A PORTION OF COUNTY PREMISES LOCATED AT 150 WEST MAIN STREET, PATCHOGUE, NEW YORK, FOR USE BY BLUE SAND NY INC. FOR OUTDOOR DINING

WHEREAS, downtown revitalization is a key to success in bringing businesses to downtown areas, supporting existing businesses in downtown areas, and in helping to revive a sluggish economy; and

WHEREAS, the Village of Patchogue is on the road to becoming a booming downtown area comprised of multiple restaurants, affordable housing, retail stores, and other attractive businesses that are bringing and attracting patrons to help revitalize the local economy; and

WHEREAS, the County is the owner in fee simple absolute of and controls property located at 150 West Main Street, Patchogue, New York 11722, designated on the Suffolk County Tax Map as No. 204-09-06-043.001 (the "Property"); and

WHEREAS, there is a portion of that land owned by the County in the Village of Patchogue that is completely underutilized which the adjacent owner wishes to use to provide needed space to afford outdoor seating and dining for the community; and

WHEREAS, such use of a portion of the land owned by the County will not interfere with the current use of the Property as a District Court, nor will it be detrimental to the health, safety, or welfare of the public; and

WHEREAS, the principals of Blue Sand NY Inc. ("Blue Sand") are the owners and operators of the restaurant known as "The Tap Room" which is located directly adjacent to the Property; and

WHEREAS, Blue Sand and the County are desirous of Blue Sand securing a commitment from the County to permit the use of a portion of the Property to provide such eating and dining accommodations to the public; now, therefore be it

1st **RESOLVED**, that the 700 square foot portion of the Property set forth on Exhibit A annexed hereto is declared surplus to the County's needs under section 215 of NEW YORK COUNTY LAW; and be it further

2nd **RESOLVED**, that the use of a portion of the Property for the aforementioned use is hereby approved pursuant to Section 215(1) of NEW YORK COUNTY LAW; and be it further

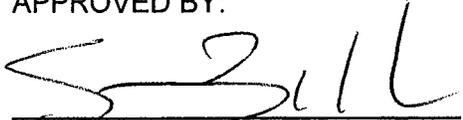
3rd **RESOLVED**, that the County Executive is hereby authorized to enter into a License Agreement, for a term of four (4) years with one (1) optional term of an additional five (5) years in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed hereto; and be it further

4th **RESOLVED**, the Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA), hereby finds and determines that this resolution

constitutes a Type II action pursuant to Section 617.5(c)(15),(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 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 is directed to prepare and circulate all appropriate notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED: November 20, 2012

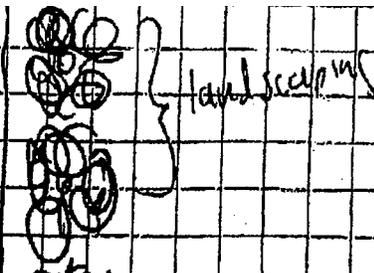
APPROVED BY:


County Executive of Suffolk County

Date: 12-3-12

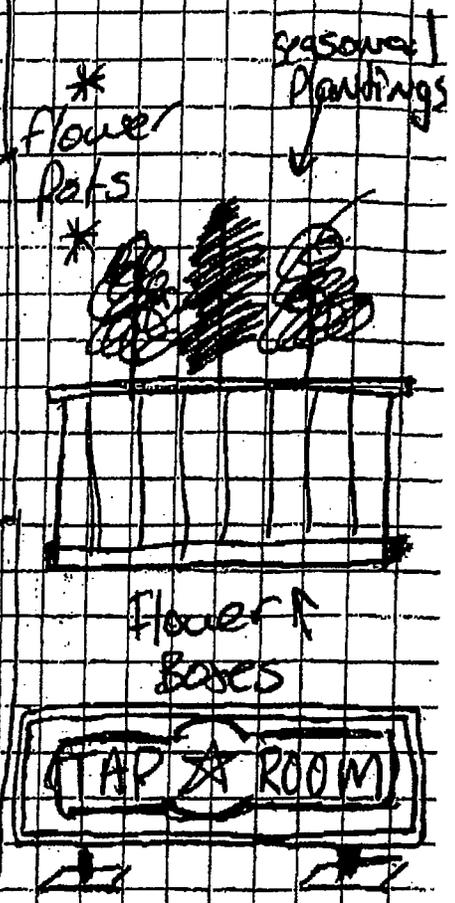
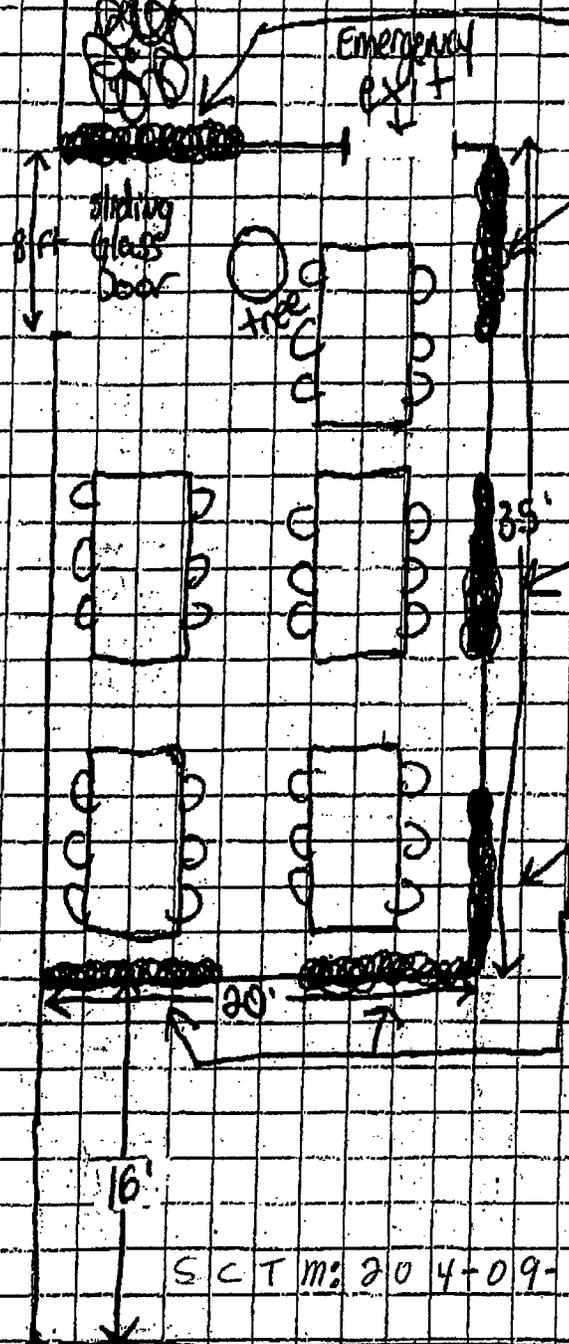
Exhibit A

THE TAP ROOM
114 West Main St
Patchesville NY 11772
631-569-5577



landscaping

exit into
patio
will be
same level
As floor
so will be
Handicap
Accessible.



seasonal
plantings

*
Flower
Pots
*

Flower
Bases

TAP ROOM

SCTM: 204-09-06-043001

TAP ROOM
Entrance

SIDE WALK

West Main Street

License Agreement

This license agreement ("License Agreement") is between the County of Suffolk ("County"), a municipal corporation of the State of New York, acting through its duly constituted Department of Public Works ("Department"), located at 335 Yaphank Avenue, Yaphank, New York 11980; and Blue Sand NY Inc. ("Licensee"), having its principal place of business at 114 West Main Street, Patchogue, New York 11772.

The parties hereto desire to establish a license agreement between the County and the Licensee for the use of space in connection with an outdoor seating area to attract patrons to the downtown area in the Village of Patchogue.

Term of Agreement: _____, 2012 ("Commencement Date") through October 31, 2016, with the option to renew this License Agreement for an additional term of five (5) years through October 31, 2021, at the option of the Commissioner of the Department, unless sooner terminated as described in Article I.

Total Cost of Agreement: Monthly license fee of Two Hundred (\$200.00) Dollars.

Terms and Conditions: Shall be as set forth in Articles I and II, attached hereto and incorporated herein by reference.

In Witness Whereof, the parties hereto have executed this License Agreement as of the latest date written below.

Blue Sand NY Inc.

By: _____

Date: _____

Fed. Tax ID #: _____

County of Suffolk

By: _____

Name: Regina M. Calcaterra

Title: Chief Deputy County Executive

Date: _____

**Approved:
Department of Public Works**

By: _____

Name: Gilbert Anderson

Title: Commissioner

Date: _____

Approved As To Legality:

By: _____

Name: Lynne A. Bizzarro

Title: Deputy County Attorney

Date: _____

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Article I
General Terms and Conditions

WHEREAS, downtown revitalization is a key to success in bringing businesses to downtown areas, supporting existing businesses in downtown areas, and in helping to revive a sluggish economy; and

WHEREAS, the Village of Patchogue is on the road to becoming a booming downtown area comprised of multiple restaurants, affordable housing, retail stores, and other attractive businesses that are bringing and attracting patrons to help revitalize the local economy; and

WHEREAS, the County is the owner in fee simple absolute of and controls property located at 150 West Main Street, Patchogue, New York 11772, designated on the Suffolk County Tax Map as No. 204-09-06-043.001 (the "Property"); and

WHEREAS, there is a portion of that land owned by the County in the Village of Patchogue that is completely underutilized which the adjacent owner wishes to use to provide needed space to afford outdoor seating and dining for the community; and

WHEREAS, such use of a portion of the land owned by the County will not interfere with the current use of the Property as a District Court, nor will it be detrimental to the health, safety, or welfare of the public; and

WHEREAS, the principals of the Licensee are the owners and operators of the restaurant known as "The Tap Room" which is located directly adjacent to the County's Property; and

WHEREAS, Licensee and the County are desirous of Licensee securing a commitment from the County to permit the use of a portion of the Property to provide such eating and dining accommodations to the public;

Now, Therefore, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

Section 1. Description of Licensed Space: The County shall license to Licensee approximately 700 square feet of the most northeast corner of property located at 150 West Main Street, Patchogue, New York 11772, known as Suffolk County Tax Map No. 204-09-06-043.001 and as further depicted on the map attached hereto as Exhibit "A," directly adjacent to The Tap Room, to be used for excess seating and dining for The Tap Room (the "Licensed Space").

Section 2. Termination/Expiration:

- a. Either party may terminate this License Agreement without cause at any time prior to the expiration of the term of this License Agreement (including any extensions thereof) (i) by giving thirty (30) days written, advance notice sent by regular first class mail and certified mail to the other party, or (ii) upon the mutual consent of the parties.
- b. *Termination by County in the Public Interest:* Notwithstanding anything herein to the contrary, in the event that the Commissioner of the Department determines in his/her sole discretion, that termination is in the best interest of the County, the County may terminate this License Agreement. Such termination shall occur upon

fifteen (15) days written notice to terminate the License Agreement. Upon such termination, Licensee shall vacate and surrender the Licensed Space to the Commissioner of the Department immediately.

c. Termination for Cause:

The County may terminate this License Agreement based upon the following events

- (i) A failure on the part of Licensee to pay any installment of the License Fee or other sums, charges, fees, expenses or other amounts to be paid by Licensee pursuant to the provisions of this License Agreement when due. Upon the expiration of five (5) days from the date a written notice to cure and notice of intent to terminate is given to Licensee and the default has not been cured, the County may terminate this License Agreement upon five (5) days written notice.
- (ii) A failure to maintain the amounts and types of insurance required by this License Agreement. In such event, the County may terminate this License Agreement upon five (5) days written notice, in the sole discretion of the Commissioner of the Department and no notice to cure or notice of intent to terminate shall be required.
- (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 dangerous, in the sole discretion of the Commissioner of the Department. In such event, the County may immediately terminate this License Agreement upon one (1) day written notice, in the sole discretion of the Commissioner of the Department, and no notice to cure or notice of intent to terminate shall be required. Failure to comply with health and fire safety standards shall also be governed by this subparagraph.
- (iv) Failure to comply with any of the provisions of this License Agreement. In such event, the County may terminate this License Agreement upon five (5) days written notice, at the sole discretion of the Commissioner of the Department, and no notice to cure or notice of intent to terminate shall be required.

On the expiration of the License Agreement, or upon the sooner termination of this License Agreement, Licensee shall at its sole expense, quit, surrender, vacate, and deliver the Licensed Space to the County to its same condition immediately prior to the Commencement Date, vacant and broom clean, in good order, condition and repair. Licensee shall, at its own expense, remove from the Licensed Space all alterations, improvements, and fixtures made by Licensee to the Licensed Space, all of Licensee's personal property and any personal property of persons claiming by, through or under Licensee and shall repair or pay the cost of repairing all damage to the Licensed Space occasioned by such removal.

- e. Any of Licensee's personal property or improvements/alterations/fixtures remaining on the Licensed Space after the expiration or termination of this Agreement 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 County may see fit, without insurance or liability for any damage which may occur. If any such property so removed is sold, the County may receive and retain the proceeds of such sale. The Licensee shall have no recourse against the County or the Department, or any of the County's

officials, employees, officers, agents or servants in any action in law or equity regarding such property.

- f. If the term of this License Agreement shall expire or be terminated as provided herein, or if the Licensee shall abandon the Licensed Space, then and in such event, the Commissioner of the Department may, without further notice, reenter the Licensed Space by force, summary dispossession proceedings, or otherwise, and Licensee waives the service of any notice of the Commissioner's intention to reenter or repossess the Licensed Space or to institute legal proceedings to that end. The Licensee waives the right of due process.
- g. Upon the termination or expiration of this License Agreement, Licensee shall remain liable to the Commissioner of the Department and the County:
- (i) For all fees and other sums due and owing from Licensee, including but not limited to the License Fees; and
 - (ii) For the reasonable costs expended by the Commissioner of the Department and the County to place the Licensed Space in the physical condition in which Licensee is obligated to leave it upon the expiration of the term; and
 - (iii) For the costs incurred by the Commissioner of the Department and the County to remove Licensee, and with or without legal process, the cost to expel, oust and remove all parties who may be present upon or occupy any part of the Licensed Space, and all personal property that may be thereon and therein contained, without being liable to prosecution, damage, or damages therefore, or for any damage or damages to, or loss of any personal property belonging to any party upon or occupying said Licensed Space or any part thereof from any causes whatsoever by reason of such removal. Licensee expressly waives any and all claims for damages and loss against the County and its officials, officers, employees, servants and agents for or on account of any act done or caused to be done in exercising this right; and the County shall have the right to sell any personal property so seized or remove and recover by such sale or legal process any and all sums due to the County under the terms of this License Agreement, and if there is a deficiency may resort to any remedy available.

In addition to those remedies set forth in this License Agreement, the County has the right to resort to any other remedies available at law or in equity.

In no event shall the County be liable in any way, regardless of the form in which any legal or equitable action may be brought (whether in tort, contract, strict liability or otherwise), for any loss of use, interruption of business, lost profits, sales, data or goodwill, or any indirect, punitive or consequential damages whatsoever, however caused, even if the County has been advised of the possibility of such loss or damage and regardless of whether these limitations cause any remedy to fail its essential purpose. The limitations of liability herein are material conditions to the County entering into this License Agreement and shall survive the termination or expiration of this License Agreement.

Section 3. License Fees and Security Fee:

- a. Beginning on the Commencement Date, the monthly license fee shall be Two Hundred (\$200.00) Dollars (the "License Fee"), such fee to be paid by the Licensee in monthly installments to the County, with the first installment due on or before the 1st day of each month of the term of this License Agreement.
- b. The License Fee shall automatically increase annually on the anniversary of the Commencement Date by two and one half percent (2.5%) over the annual amount charged and in effect as of January 1 of that year, or the increase in the Consumer Price Index (CPI) for the New York-Northern New Jersey-Long Island Region published by the Bureau of Labor Statistics of the United States Department of Labor over the period of the prior 12 months measured from April 1 to March 31, whichever is greater.
- c. In the event the term of this License Agreement does not commence on the first day of a month, a partial monthly installment shall be due (in an amount equal to the full monthly installment divided by thirty (30), the quotient of which shall be multiplied by the actual number of days remaining in the first month of occupancy) on the date that access, use and occupancy is accepted and the obligations of this License Agreement are assumed by the Licensee.
- d. In the event the License Fee is not paid within fifteen (15) days of the day when same is due, Licensee shall pay a late charge equal to ten percent (10%) of the past due payment. Notwithstanding the aforementioned provision, in the event any installment payment is not received on or before the scheduled due date(s), this License Agreement may be terminated at the County's sole discretion.
- e. In the event Licensee fails to pay any fee including, but not limited to, late fees and costs to repair the Licensed Space, when same becomes due and payable, then the amount of such fee or charge shall forthwith be added to, and become part of, the License Fee and shall be paid and collectable as such.
- f. Unless otherwise expressly provided herein, all payments to the County shall be in the form of a certified business check made payable to the Suffolk County Treasurer and mailed by regular first class mail to the Department.

Licensee shall provide the County the sum of Two Thousand Five Hundred (\$2,500.00) Dollars, payable upon the signing of this License Agreement, as a security fee for any removal by the County of any alterations/improvements made or fixtures attached to the Licensed Space, or any other work necessary to render the Licensed Space in good order, condition and repair, upon the expiration or termination of this License Agreement. Should it be necessary for the County to remove such alterations/ improvements or fixtures, the security fee shall be retained by the County and Licensee shall have no claim to same. In the event it is not necessary for the County to remove any alterations/improvements or fixtures at the expiration or termination of this License Agreement, or perform other work necessary to render the Licensed Space in good order, condition and repair, the security fee shall be returned to Licensee upon a determination by the Department that the Licensed Space has been restored to its same condition immediately prior to the Commencement Date. The security fee shall be paid to the County in the form of a certified business check, made payable to the Suffolk County Department of Public Works.

Section 4. Taxes and Utilities:

- a. Licensee shall pay, when due, each and every one of the following taxes levied against the Licensed Space for the term of this License Agreement:
- (i) any real property taxes or payment in lieu thereof which may become due with respect to the Licensed Space;
 - (ii) any taxes due or which may become due upon or with respect to the Licensed Space including any business, occupation or leasehold excise taxes;
 - (iii) all taxes imposed on or with respect to personal property and intangibles located in or used in connection with the Licensed Space;
 - (iv) all assessments and similar charges with respect to the Licensed Space for public improvement or benefits, such as fire protection, which are assessed during the term of this License Agreement; and
 - (v) all other rents, rates, and charges, excises, levies, license fees, permit fees, inspection fees, and other authorization fees and other charges, in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every character (including interest and penalties thereon), which at any time during or in respect of the term of this License Agreement may be assessed, levied, confirmed or imposed, on or in respect of or be a lien upon the Licensed Space or any part thereof, or any estate, right or interest therein, or any occupancy, use or possession of or activity conducted on the Licensed Space or any part thereof.
- b. Licensee may provide electrical lighting on the Licensed Space. Such utility connection required to be made for Licensee's purposes shall be a Licensee charge and shall be borne by the Licensee. All costs, fees, and charges for utility services and any other services for the Licensed Space during the term of this License Agreement, together with any taxes thereon, shall be paid by the Licensee directly to the applicable utility company. In no event shall the Licensee connect to County utility services.
- c. The County shall have no liability to Licensee 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 utility furnished to the Licensed Space or if the quantity or character of the utility is no longer available or suitable for Licensee's requirements. The provisions of this paragraph shall survive the expiration of this License Agreement.

Section 5. Purpose: It is expressly understood and agreed that this License Agreement is a limited license to use the Licensed Space for seating and dining in connection with Licensee's already existing business. It is not a lease; no interest in real estate or personalty is granted herewith to the Licensee. It is expressly understood that the Licensed Space is and shall be the sole property of the County at all times during the period of this License Agreement. Licensee's right to occupy the Licensed Space shall continue only so long as the Licensee shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, agreements, stipulations, and conditions contained

herein. Licensee shall not carry on, within, or upon the Licensed Space any operation other than as described herein.

Section 6. Authorization: The parties hereto acknowledge that the 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 expressed in that resolution, that the same is incorporated herein by reference, and further that the Licensee has examined the same, is fully aware of the intended purpose thereof, and that the Licensee's occupancy shall be for the sole purpose set forth therein and for no other purpose.

Section 7. Hours of Operation: In exchange for its use of the Licensed Space, Licensee agrees that the Licensed Space shall be available for use by Licensee and approved personnel, 7 days per week, between the hours of _____ and 11:00 p.m., subject to applicable laws, ordinances, rules and regulations. In no event shall Licensee be permitted to use the Licensed Space for any times other than as authorized by the Village of Patchogue.

Section 8. Licensee's Duties and Obligations:

- a. Licensee shall maintain the Licensed Space in a clean and sanitary condition.
- b. Licensee shall further be responsible for any damage or theft of County property caused by Licensee, its officers, employees, agents, guests, and invitees.
- c. Licensee agrees to accept the Licensed Space in "as is" condition, and acknowledges that this License Agreement is for use of the Licensed Space in its present physical condition, without any representation or warranty by the County as to the condition thereof.
- d. Licensee shall strictly comply with all applicable Federal, State, County and local laws, rules, regulations, codes, requirements, including but not limited to health laws, health department regulations, New York State Liquor Authority license and permit requirements, and Suffolk County policies in effect on the date of execution of this License Agreement, and as may be adopted or amended from time to time thereafter.
- e. Licensee shall not use or permit the storage of any illumination oils, candles, oil lamps, turpentine, benzene, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies licensed to do business in the State of New York, in the Licensed Space.
- f. Licensee hereby waives any and all claims for compensation for any and all loss or damage sustained by reason of interference by any public agency or official in the operation of this License Agreement; any such interference shall not relieve the Licensee from any obligations hereunder.
- g. Licensee shall procure at the Licensee's own cost and expense all permits, licenses or certificates necessary for the legal operation of this License Agreement.

- h. Licensee shall have the obligation to prevent encroachment onto any space not covered by this License Agreement.
- i. Licensee shall ensure that no alcohol is sold or consumed outside the Licensed Space.
- j. Licensee shall not provide live entertainment on or at the Licensed Space.

Section 9. No Warranties by County:

- a. The County shall not be required to perform any work or furnish any materials in connection with the use of the Licensed Space or the Licensee's Work.
- b. Except as otherwise set forth in this License Agreement, (i) County makes no warranty of any kind or nature, express, implied or otherwise, or any representations or covenants of any kind or nature in connection with the conditions of the Licensed Space or any part thereof, and (ii) County shall not be liable for any latent or patent defects therein or be obliged in any way whatsoever to correct or repair any such latent or patent defects.
- c. The County shall not be obligated to provide any services to Licensee.

Section 10. Licensee's Work:

- a. Licensee intends to perform certain work on the Licensed Space in accordance with the plan described in Exhibit B ("Licensee's Work"), attached hereto and made a part hereof, which is subject to final approval by the Department and the Village of Patchogue. Licensee represents that any construction, reconstruction, renovation, and any preparation or work required to prepare the Licensed Space for its occupancy, in accordance with the terms of this License Agreement will be in a good and workmanlike manner.
- b. Licensee agrees that the Licensed Space and any construction, reconstruction, or renovation of the Licensed Space shall comply with the Americans with Disability Act, and any applicable local and state codes.
- c. Any modification of Licensee's Work must first be approved in writing by the Department.
- d. Licensee shall cooperate with the Department to insure that the Licensee's Work is inspected and that a Certificate of Occupancy is issued for the Licensed Space by the Village of Patchogue.
- e. Licensee shall bear all costs and expenses related to the construction of Licensee's Work and other amenities relative to this License Agreement and operation of the Licensed Space.

Section 11. Licensee's Care of the Premises:

- a. It shall be Licensee's sole obligation to take good care of the Licensed Space and make and be responsible for any and all repairs, replacements, or renovations required. Licensee shall perform all work required to accommodate the needs of Licensee. All work is to be conducted in a good and workmanlike manner, at Licensee's sole cost and expense, and shall be subject to prior approval by, and inspection by the Department. All repairs and replacements shall be of good workmanship and of quality and class at least equal to the original work or equal to the subsequently renovated and improved work.
- b. On default of Licensee in making such repairs, replacements or renovations in accordance with Licensee's Work, upon ten (10) days written notice to Licensee, the County may, but shall not be required, to make such repairs and replacements or renovations. The expenses thereof shall be a cost to Licensee and shall be payable to the County in accordance with Section 3 above.
- c. Licensee agrees to perform maintenance and make repairs and replacements in any case where the County, in its reasonable judgment, determines that it is necessary to do so in order to preserve the safety of the Licensed Space, or to correct any condition which reasonably could cause injuries or damages to persons or property.

Section 12. Alterations: Licensee shall not make any alterations, installations, improvements, additions, renovations or physical changes to the Licensed Space or any part or portion thereof, without the prior written consent and approval of the Department and the Village of Patchogue.

Section 13. No Assignment: The License Agreement hereby granted may not be transferred, assigned or otherwise given to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be deemed a material default of this License Agreement by Licensee. An assignment shall be deemed to include any change in the corporate structure of Licensee including, but not limited to, consolidation, merger, or transfer of a controlling interest of Licensee's corporate entity.

Section 14. Indemnification

- a. The Licensee shall protect, indemnify and hold harmless the County and its officers, officials, members, employees, servants, contractors, agents and other persons from and against all liabilities, fines, penalties, actions damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Licensee, its officers, officials, patrons, invitees, employees, subcontractors, agents, servants, or other persons arising out of or in connection with this License Agreement or the use and occupancy of the Licensed Space. The Licensee shall defend the County, and its officers, officials, members, employees, servants, contractors, agents, and other persons in any suit, including appeals, arising out of, or in connection with this License Agreement or the use and occupancy of the Licensed Space, or at the County's option, pay reasonable attorneys' fees for defense of any such suit arising out of the acts or omissions or negligence of the Licensee, its officers, officials, patrons, invitees, employees, subcontractors, agents, servants, or other persons, if any, arising out of or in connection with this License Agreement or the use and occupancy of the Licensed Space.

- b. The Licensee hereby represents and warrants that Licensee will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during this License Agreement. Furthermore, the Licensee shall protect, indemnify and hold harmless the County, its officers, officials, employees, contractors, agents, servants, and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, and reasonable attorneys' fees, arising out of copyright infringement. The Licensee shall defend the County, and its officers, officials, employees, contractors, servants, agents and other persons in any suit, including appeals, or, at their option, pay reasonable attorneys' fees for defense of any such suit arising out of copyright infringement.
- c. Licensee shall not use, suffer or permit any person to use in any manner whatsoever the Licensed Space or any part thereof for any illegal purpose or for any purpose in violation of any Federal, State, County law, ordinance, rule, order or regulation or of any rule or regulation of the County now in effect or hereinafter enacted, amended or adopted, and will protect, defend, indemnify and forever save and keep harmless the County, its officers, members, contractors, agents, servants, officials, and employees 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 Licensee, its officers, officials, subcontractors, employees, servants, or agents in connection with the Licensed Space or the use and occupancy of the Licensed Space.

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

Section 15. Risk of Loss:

- a. The risk of loss or destruction from any peril to furniture, fixtures, equipment, or other personal property of the Licensee for the term of this License Agreement shall be borne entirely by the Licensee. It is further understood that the Licensee waives any right to subrogation against the County for loss or destruction to the furniture, fixtures, equipment, or other personal property of the Licensee
- b. The County shall not be obligated to maintain insurance for loss from fire or other peril causing damage or destruction to the Licensed Space or to rebuild in the event of a partial or complete loss at the Licensed Space. In the event of such a loss, this License Agreement shall terminate immediately, subject to Licensee's obligation to surrender the Licensed Space in accordance with Section 2 above.
- c. The Licensee hereby waives any and all claims for compensation for any and all loss or damage sustained by reason of interference by any public agency or official in the operation of this License Agreement; any such interference shall not relieve the Licensee from any obligations hereunder.

Section 16. Insurance:

- a. Licensee shall continuously maintain, during the term of this License Agreement, insurance in amounts and types as follows:
- (i) **COMMERCIAL GENERAL LIABILITY INSURANCE**, including contractual liability 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. The County of Suffolk shall be named an additional insured.
 - (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. Licensee shall furnish to the County, prior to execution of this License Agreement, the documentation required by the State of New York Worker's Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Worker's Compensation Law. In accordance with General Municipal Law §108, this License Agreement shall be void and of no effect unless Licensee shall provide and maintain coverage during the term of this License Agreement for the benefit of such employees required to be covered by the provisions of the Workers' Compensation Law.
 - (iii) **TENANT'S LEGAL LIABILITY INSURANCE**, in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence.
 - (iv) **PRODUCT LIABILITY/ERRORS AND OMISSIONS INSURANCE**, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence.
 - (v) **DRAM SHOP INSURANCE**, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence providing coverage for claims arising out of the acts of patrons who may be served alcoholic beverages.
- b. The County may mandate an increase in the liability limits set forth above in the immediate preceding paragraphs.
- c. All policies required under this section shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.
- d. Licensee shall furnish to the County, prior to the execution of this License Agreement, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original of each such policy evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, Licensee shall furnish to the County, prior to execution of this License Agreement, a declaration page and certificate of insurance, insuring agreement and endorsement page evidencing the County of Suffolk as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.
- e. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in policy to which such evidence relates. It shall be the duty of Licensee to notify the County

immediately of any cancellation, nonrenewal, or material change in any insurance policy.

- f. Licensee's insurers shall waive subrogation against the County, its officers, officials, members, employees, servants, contractors, and agents, and Licensee shall provide the County with endorsement pages or applicable portions of the policies evidencing such waivers of subrogation.

Section 17. Negative Covenants:

- a. Licensee shall not use, occupy, maintain or operate the Licensed Space, nor suffer or permit the Licensed Space or any part thereof to be used, occupied, maintained or operated, nor bring into or keep at the Licensed Space, nor suffer or permit anything to be brought into or kept therein, which would in any way (i) violate any term, covenant or condition of this License Agreement, (ii) knowingly violate any restrictive covenant, operating covenant, encumbrance or easement affecting the Licensed Space, (iii) violate any Legislative Requirements set forth at Article II herein, (iv) make void or voidable any insurance policy then in force with respect to the Licensed Space or make any such insurance unobtainable or increase the rate of any insurance with respect to the Licensed Space, (v) cause physical damage to the Licensed Space or any part thereof, (vi) permit the excess accumulation of waste or refuse matter on the Licensed Space, (vii) constitute a public or private nuisance, or (viii) permit the creation or imposition of any liens or encumbrances upon the Licensed Space. The County represents that the use of the Licensed Space as described in this License Agreement does not violate (ii) and (iii) above.
- b. Licensee shall commit no act of waste and shall take good care of the Licensed Space and the fixtures and appurtenances therein.

Section 18. Hazardous Substances and Waste: Licensee shall not generate, treat, release, store, discharge, dispose of, transport, recycle, use, reuse, or handle hazardous substances or waste on the Licensed Space. 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.), Solid Waste Disposal Act, as amended (42 U.S.C. Section 6901, et. seq.), and the regulations adopted and publications promulgated pursuant thereto.

Licensee will protect, defend, indemnify and forever save and keep harmless the County and its officers, officials, members, employees, agents, and servants from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred as a result of such violation or breach of the limitation set for in this Section 18.

Section 19. Conduct of Licensee's Employees: The Commissioner of the Department or his/her authorized representative shall inform Licensee, in writing or if orally, a written confirmation shall be sent immediately, of any employee of Licensee whose conduct the Commissioner or his/her representative deems detrimental to the best interest of the County or public. Licensee shall immediately take any and all action necessary and appropriate to remedy the conduct.

Section 20. Pest Control:

- a. The Licensee shall be responsible for all pest and vermin control on the Licensed Space.
- b. The Licensee shall comply with Suffolk County Code Chapter 647 and any other County laws, regulations or policies now, or hereafter existing, as to pesticide use at the Premises. The Licensee shall apply for any necessary exemptions from Suffolk County Code Chapter 647. All notices and reporting requirements shall be adhered to by the Licensee.

Section 21. County's Right of Access to the Licensed Space:

- a. The County may, but shall not be obligated to, enter the Licensed Space at any reasonable time for the purposes of inspection or the making of repairs, replacements, or additions in, to, or about the Licensed Space, as necessary or desirable, provided, however, that the County shall use reasonable efforts to provide advance notice of its access to the Licensed Space and to cause a minimal amount of interference with Licensee's use thereof.
- b. Notwithstanding the foregoing, the County may access the Licensed Space at any time to gain access to catch basins, drainage systems, and/or any other underground systems located at the Property that require servicing during the term of this License Agreement. In the event the County damages any fixtures or improvements located on the Licensed Space while gaining such access, the County shall be responsible to replace/repair such fixtures and/or improvements to their same condition immediately prior to the County gaining such access. During the time period the Licensed Space is rendered completely unusable by the County, the Licensee will only be responsible for a pro-rated share of its monthly License Fee based upon a 30 day month. The determination as to whether the Licensed Space is rendered completely unusable shall be made solely by the Commissioner of the Department.
- c. The County may access the Licensed Space at any time in the event of an emergency or other condition involving loss of life, threat to health and safety, destruction of property or other condition deemed to be dangerous, in the sole discretion of the Commissioner of the Department.

Section 22. Security: Licensee, at Licensee's sole cost and expense, shall provide all security and safeguarding of the Licensed Space during the term of this License Agreement.

Section 23. Signage: Any signage to be erected by Licensee at the Licensed Space shall be subject to the prior written approval of the Department and the Village of Patchogue.

Section 24. Non-discrimination in Services: During the term of this License Agreement:

- a. Licensee shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
- (i) deny any individual any services or other benefits provided pursuant to this License Agreement; or
 - (ii) provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this License Agreement; or
 - (iii) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this License Agreement; or
 - (iv) restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this License Agreement; or
 - (v) treat any individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this License Agreement.
- b. Licensee shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this License Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status in determining:
- (i) the types of service(s) or other benefits to be provided; or
 - (ii) the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - (iii) the class of individuals to be afforded an opportunity to receive services.

Section 25. No County Liability for Licensee's Failure: Failure of Licensee to perform any or all of its obligations hereunder shall not give rise to any liability on the part of the County nor any of the County's departments, bureaus, agencies, employees, agents or representatives.

Section 26. Capacity to Contract: Licensee warrants that its entry into this License Agreement was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures.

Section 27. Liquor License: Licensee represents that it has a valid New York State Liquor License to serve alcohol at the Licensed Space. Licensee further represents that a permit to offer food and beverages on the Licensed Space is not required by the Village of Patchogue or the Town of Brookhaven.

Section 28. Arrears to County: Licensee warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon debt or contract and, to the best of its knowledge, is not in default as surety, contractor or otherwise on any obligation to, or contract with the County.

Section 29. Liens: Licensee shall not allow any liens to be claimed, assessed and/or filed against the County with reference to any maintenance or improvements which the Licensee may make upon the Licensed Space, or by reason of Licensee's acts or omissions or because of any claim against Licensee. Should any of the same be filed, Licensee shall cause them to be cancelled or discharged of record by bond or otherwise within sixty (60) days of said filing. If Licensee shall fail to cancel or discharge said lien or liens within the 60-day period, the County may cancel or discharge same and upon the County's demand, Licensee shall reimburse the County for all costs incurred in canceling or discharging such liens together with an administrative fee equal to 5% of such costs.

Section 30. Status of Employees:

- a. It is expressly agreed that the status of Licensee hereunder is that of a licensee. Neither the Licensee nor any person hired by Licensee shall be considered an employee of the County for any purpose whatsoever. Notwithstanding anything herein, this License Agreement shall not be construed as creating a principal-agent relationship between the County and Licensee or Licensee and the County, as the case may be.
- b. Any private citizens participating in activities directed by the Licensee or performing work on behalf of Licensee are aware of the nature of work which is to be performed and shall follow prescribed safety guidelines and procedures. Any of said private citizens shall hold the County harmless from any liability whatsoever for any injuries that they may suffer or damages that they may cause or suffer as a result of their participation in the work performed at the Licensed Space.

Section 31. No Representations: Neither party has made any representations or promises in some further writing signed by the parties, except as contained herein.

Section 32. Future Acts of Legislature: During the term of this License Agreement, Licensee agrees to be bound by any and all future recommendations, policies, local laws, resolutions, and requirements as demanded, passed and promulgated by the Suffolk County Legislature, provided any such acts do not require the Licensee to do any restoration or repair work to the Licensed Space other than restoration or repair work required as a result of Licensee's use of the Licensed Space under this License Agreement.

Section 33. Governing Law: This License Agreement 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.

Section 34. No Implied Waiver: No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this License Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

Section 35. Conflicts of Interest:

- a. Licensee agrees that it will not during the term of this License Agreement knowingly engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- b. Licensee is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue throughout the term of this License Agreement. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

Section 36. 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 Agreement.

Section 37. Suffolk County Legislative Requirements: The parties agree to be bound by the terms of the Suffolk County Legislative Requirements, annexed hereto as Article II, and made a part hereof.

Section 38. Severability: It is expressly agreed that if any term or provision of this License Agreement or any amendment hereto, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this License Agreement and any amendment hereto, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this License Agreement and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

Section 39. Certification as to Relationships: The parties to this Agreement hereby certify that, other than the consideration provided in this Licensed Agreement, there is no known personal, business, commercial, professional, economic, or financial relationship between the parties, the signatories to this License Agreement, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this License Agreement.

Section 40. Notices: Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to Licensee at the address on page 1 of the License Agreement and 2.) to the Department at the address on page 1 of the License Agreement, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by Licensee relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100 (Sixth Floor), Hauppauge, New York, 11788.

Section 41. Merger; No Oral Changes: It is expressly agreed that this License Agreement represents the entire agreement of the parties, that all previous understandings are merged in this License Agreement. No modification of this License Agreement shall be valid unless written in the form of an amendment and executed by both parties.

End of Text for Article I



Article II Suffolk County Legislative Requirements

For purposes of this Article II only, Licensee shall be known as the "Contractor."

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 A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the County Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the License Agreement'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 License Agreement, 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 License Agreement.

Required Form:

Suffolk County Form SOBX-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 575 of the Suffolk County Code.

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

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803, Article I, 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. The Contractor shall not use County funds to assist, promote, or deter union organizing.

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

If 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.

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.

Under the provisions of Chapter 803, Article I, the County shall have the authority, under appropriate circumstances, to terminate the License Agreement and to seek other remedies as set forth therein, for violations of this law.

Required Form:

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

4. Lawful Hiring of Employees Law

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

This License Agreement 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 License Agreement.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the License Agreement 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 800 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 License Agreement, 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 section 893-3 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 License Agreement 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 found on the Suffolk County website at <http://www.co.suffolk.ny.us>

End of Text for Article II

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 November 20, 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. 1940

Res. No. 1043

November 20, 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	18				

MOTION
<input checked="" type="checkbox"/> Approve
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 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 checked="" type="checkbox"/> ADOPTED
<input type="checkbox"/> NOT ADOPTED

Tim Laube

Tim Laube, Clerk of the Legislature

Roll Call _____ Voice Vote