

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. 1044 -2012, AUTHORIZING THE USE OF COUNTY PREMISES LOCATED AT COHALAN COURT COMPLEX, BY ULTIMATE GAMES INDOOR/OUTDOOR SPORTS COMPLEX, LLC FOR PERIODIC USE OF PARKING LOTS

WHEREAS, the County is the owner in fee simple absolute of property known as Cohalan Courts Complex, 400 Carleton Avenue, Islip, New York, designated on the Suffolk County Tax Map as Nos. 0500-229.10-01.00-003.000 and 0500-229.10-01.00-005.000; and

WHEREAS, the Cohalan Court Complex parking lots in Central Islip, New York provide parking for visitors and staff at the Complex; and

WHEREAS, pursuant to a License, Management and Operations Agreement, the County of Suffolk also provides use of the Cohalan Court Complex parking lots for events held at the Bethpage Ball Park; and

WHEREAS, Ultimate Games Indoor/Outdoor Sports Complex, LLC, a limited liability corporation whose offices are located at 14 Summerset Drive, Yaphank, New York 11980, has proposed construction of various sporting facilities at a site located in the vicinity of the Cohalan Court Complex, which facilities will include onsite parking; and

WHEREAS, such facilities contribute to the recreational options in Suffolk County which are in great demand; and

WHEREAS, Ultimate Games Indoor/Outdoor Sports Complex, LLC is desirous of securing a commitment from the County to permit the use of the Cohalan Court Complex parking lots to provide overflow parking when scheduling indicates a potential need for such additional parking; and

WHEREAS, the County is willing to provide use of the Cohalan Court Complex parking lots to meet the periodic, overflow parking requirements of Ultimate Games Indoor/Outdoor Sports Complex, LLC when said spaces are not otherwise needed to accommodate the parking needs of either the Court or events being held at the Bethpage Ball Park; now, therefore be it

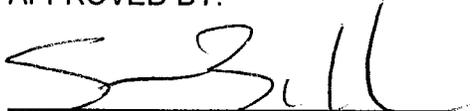
1ST **RESOLVED**, that the County Executive be and hereby is authorized to execute a Memorandum of Understanding with Ultimate Games Indoor/Outdoor Sports Complex, LLC for the temporary use of a portion of the Property, in accordance with the terms and conditions of this resolution and in substantial conformance with the Memorandum of Understanding annexed; and be it further

2ND **RESOLVED**, that this 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 617.59(c)(15) 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 and the action concerns a minor temporary use of land having negligible or no impact on the environment. 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

Attachment:

Memorandum of Understanding-Parking at Cohalan Court Complex

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Memorandum of Understanding
Parking At Cohalan Court Complex

This Memorandum of Understanding (MOU) is between the County of Suffolk ("County"), a municipal corporation of the State of New York, having its principal office at the County Center, Riverhead, New York 11901, acting through its duly constituted Department of Public Works ("Department") located at 335 Yaphank Avenue, Yaphank, New York 11980; and

Ultimate Game Indoor/Outdoor Sports Complex, LLC ("UGSC"), a duly constituted limited liability corporation created under the laws of New York, having its offices at 14 Summerset Drive, Yaphank, New York 11980.

The parties hereto desire to establish an understanding between the County and UGSC for the periodic use of the parking lot located at the Cohalan Court Complex in Suffolk County New York.

Term of Agreement: Ten (10) years, with the option to renew for one (1) additional ten (10) year period, in accordance with Section 2 of this MOU.

Total Cost of Agreement: \$500.00 per event, as defined in Section 3 of this MOU.

Terms and Conditions: Shall be as set forth in Articles I and II of this MOU.

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

**ULTIMATE GAMES INDOOR/OUTDOOR
SPORTS COMPLEX, LLC**

COUNTY OF SUFFOLK

By: _____
Name:
Title:

By: _____
Regina M. Calcaterra
Chief Deputy County Executive

Date: _____

Date: _____

Fed. Tax ID #: _____

REVIEWED AS TO LEGALITY:
DENNIS M. COHEN
Suffolk County Attorney

REVIEWED AND RECOMMENDED:
DEPARTMENT OF PUBLIC WORKS

By: _____
Basia Deren Braddish
Asst. County Attorney

By: _____
Gilbert Anderson
Commissioner

Date: _____

Date: _____

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Article I
General Terms and Conditions

WHEREAS, the Cohalan Court Complex parking lots in Central Islip, New York provide parking for visitors and staff at the Complex; and

WHEREAS, pursuant to a License, Management and Operations Agreement, the County of Suffolk also provides use of the Cohalan Court Complex parking lots for events held at the Bethpage Ball Park; and

WHEREAS, UGSC has proposed construction of various sporting facilities at a site located in the vicinity of the Cohalan Court Complex, which facilities will include onsite parking; and

WHEREAS, such facilities contribute to the recreational options in Suffolk County which are in great demand; and

WHEREAS, UGSC is desirous of securing a commitment from the County to permit the use of the Cohalan Court Complex to provide overflow parking when scheduling indicates a potential need for such additional parking; and

WHEREAS, the County is willing to provide use of the Cohalan Court Complex to meet the periodic, overflow parking requirements of UGSC when said spaces are not otherwise needed to accommodate the parking needs of either the Court or events being held at the Bethpage Ball Park;

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

1. **DESCRIPTION.** UGSC shall be permitted to use the Cohalan Court Complex parking lots located in Central Islip (the "County Parking Area"), on a periodic basis, in accordance with the terms set forth in this MOU.
 - a. UGSC shall submit to the Department its written requests to use the County Parking Area no less than ten (10) days prior to the event date.
 - b. In no event shall UGSC be permitted to use the County Parking Area before 6:00 PM, Monday through Friday.
 - c. In no event shall UGSC be permitted to use the County Parking Area on any day where there is a scheduled event at the Bethpage Ball Park.

2. **TERM.** This MOU shall be in force commencing from the date of issuance of a Certificate of Occupancy by the Town of Islip covering Phase One of the project known as Ultimate Games Sports Complex (the "Commencement Date") and ending ten (10) years after the Commencement Date (the "Expiration Date"). UGSC shall have the option to renew this Agreement for an additional term of ten (10) years subject to UGSC not being in default of any of the provisions of this MOU. UGSC shall provide the County notice, not less than thirty (30) days prior to the expiration date of its intent to exercise the option.

3. **EVENT FEE.**

UGSC agrees to pay a fee in the amount of \$x.00 per event requiring the use of the County Parking Area. Such Fee shall be paid, in advance, to County at the Department of Public Works, located at the address first set forth above. All deposits shall be in the form of a Certified Business Check, made payable to the Department.

4. **SECURITY.** UGSC agrees to provide the sum of \$750.00 payable in advance, as security for any required clean-up of the County Parking Area resulting from the use of the County Parking Area under this Agreement, if and as necessary. The Security, less any monies due the County therefrom by reason of UGSC failure to perform the same and the County performing such clean-up on UGSC's behalf shall be returned to UGSC upon a determination by the County that the County parking Area has been restored to its original condition. All payments shall be in the form of a Certified Business Check, made payable to the Department.

5. **PURPOSE.** It is expressly understood and agreed that this MOU establishes guidelines for the periodic use of the County Parking Area. It is NOT a lease or license to use the property; NO interest in real estate or personalty is granted herewith to UGSC. It is expressly understood that the County Parking Area is and shall be the sole property of the County at all times during the period of this Agreement. UGSC's right to use the County Parking Area shall continue only so long as UGSC shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, agreements, stipulations, and conditions contained herein.

6. **AUTHORIZATION.** The parties hereto acknowledge that County is a municipal corporation and is entering into and executing this 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 UGSC 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

7. **LICENSEE'S DUTIES AND OBLIGATIONS.**

- a. No less than ten (10) days before the date of an event that UGSC desires to use the County Parking Area UGSC shall submit to the Department a written request indicating the date of the event, an estimate of the number of parking spaces to be used, in addition to details relating to post event clean-up plans and safety measures for pedestrians crossing Carleton Avenue, which details shall be subject to approval by the Department. Details regarding post event clean-up and safety measures may be filed with the Department annually by UGSC.
- b. UGSC acknowledges that use of the County Parking Areas is in "as is" condition and at UGSC's sole cost and expense. County shall not be required to perform any work or furnish any materials in connection with UGSC's use of the County Parking Area.
- c. UGSC shall commit no act of waste and shall take good care of the parking lots, 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, and (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.

- d. UGSC, at its expense, shall have responsibility to provide County Parking Area clean up services, and may contract with a third-party to provide such services. The County Parking Area and surrounding area shall be left in a clean condition after its use, similar to that prior to the permitted use.
 - e. The County shall not be responsible for providing any personnel for the use of the County Parking Area.
 - f. The sale and/or consumption of alcoholic beverages of any kind on the County Parking Area or any other County property are prohibited.
 - g. No fees shall be charged for parking on the County Parking Area.
8. **ALTERATIONS.** UGSC shall not make any "**Alterations**," meaning any alterations, installations, improvements, additions, renovations or physical changes to the County Parking Area or any part or portion of the surrounding County Property.
9. **NO ASSIGNMENT.**
- a. The MOU 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 MOU by UGSC. A transfer, consolidation, merger or change in corporate structure resulting in a transfer of a controlling or majority interest of the LLC shall be deemed an assignment under this agreement. The County shall not unreasonably refuse to consent to an assignment, provided the LLC is not in default at the time of said request.
 - b. No proposed assignment shall be considered by the County unless the request for consent thereto shall be in writing and accompanied by the assignee's proposed assumption of UGSC's past unperformed and future obligations, resumes of its principals, reasonable financial information, and proposed financial security. Notwithstanding the foregoing, any transfer of interests among the existing members or their immediate families of UGSC shall not be deemed an assignment or transfer of this Second Ballpark Agreement requiring the consent or approval of the County.
10. **INDEMNIFICATION.**
- a. UGSC shall protect, indemnify, and hold harmless the County, its officers, officials, and employees (collectively "Indemnified Parties") from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions (including appeals), costs, and expenses caused by the negligence or any acts or omissions of UGSC, its agents, servants, officials, volunteers, officers, employees, and invitees including reimbursement of the cost of reasonable attorneys' fees incurred by an Indemnified Party in defending any action or proceeding arising out of, either directly or indirectly, in connection with, or in consequence of UGSC's use of the County Parking Area.

- b. UGSC shall defend the Indemnified Parties in any proceeding or action, including appeals, arising out of, directly or indirectly, in connection with, or in consequence of UGSC's use of the County Parking Area.
- c. UGSC agrees not to use, suffer or permit any person to use in any manner whatsoever the County Parking Area 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 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 UGSC, its employees, servants, agents, volunteers, or invitees in connection with the use of the County Parking Area pursuant to this MOU.

11. INSURANCE.

- a. UGSC shall provide a Certificate of Insurance evidencing Commercial General Liability Insurance, 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 shall be named an additional insured. The County Insurance Manager may accept or reject certificates as he/she may determine and may require other limits and/or coverage in specific circumstances.
- b. All policies required under this *Section 16* shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. Prior to the date of an event, UGSC shall furnish to the County the requisite Certificate of Insurance evidencing the required Commercial General Liability Insurance, with the County of Suffolk, its employees, officers, and agents named as additional insureds together with an endorsement page evidencing the County's status as an additional insured on said policy. UGSC represents that such endorsement pages shall be a part of each policy of insurance it has obtained that relates to this Agreement.
- e. It shall be the duty of UGSC to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

12. NEGATIVE COVENANTS. UGSC shall not use, occupy, maintain or operate the County Parking Area, nor suffer or permit the County Parking Area or any part of the surrounding County property to be used, occupied, maintained or operated, nor bring into or keep at the County Parking Area, 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 MOU; (ii) knowingly violate any restrictive covenant, operating covenant, encumbrance or easement affecting the County Parking Area; (iii) violate any Legal Requirements; (iv) make void or voidable any insurance policy then in force with respect to the County Parking Area or make any such insurance unobtainable or increase the rate of any insurance with respect to the County Parking Area; (v) cause physical damage to the County Parking Area or any part of the surrounding County Property; (vi) permit the

excess accumulation of waste or refuse matter above that accumulated in connection with the permitted use of the County Parking Area; (vii) constitute a public or private nuisance; or (viii) permit the creation or imposition of any liens or encumbrances upon the County Parking Area. County represents that the use of the County Parking Area as described in this MOU will not violate (ii) and (iii) above.

13. **SIGNAGE.** No signage shall be erected by UGSC unless first approval, in writing, by the Department.
14. **NON-DISCRIMINATION IN SERVICES.** During the term of this MOU:
- a. UGSC 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 MOU; 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 MOU; 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 MOU; 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 MOU; or
 - (v) treat an 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 MOU.
- b. UGSC 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 MOU 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.
15. **NO COUNTY LIABILITY UGSC'S FAILURE.** Failure by UGSC 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.

16. **ARREARS TO COUNTY.** UGSC 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.
17. **LIENS.** UGSC shall not allow any public improvement liens to be claimed, assessed and/or filed against the County with reference to any maintenance or improvements which UGSC may make upon the County Parking Area, or by reason of UGSC's acts or omissions, or because of any claim against UGSC. Should any of the same be filed, UGSC shall cause them to be cancelled or discharged of record by bond or otherwise within sixty (60) days of said filing. If UGSC shall fail to cancel or discharge said lien or liens within the 60-days period, the County may cancel or discharge same and upon the County's demand, UGSC 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.
18. **STATUS OF EMPLOYEES.**
- a. It is expressly agreed that the status of UGSC hereunder is that of a permittee. Neither UGSC nor any person hired by UGSC shall be considered employees of the County for any purpose whatsoever. Notwithstanding anything herein, this MOU shall not be construed as creating a principal-agent relationship between the County and UGSC or UGSC and the County, as the case may be.
- b. Any private citizens participating in activities directed by UGSC or performing work on behalf of UGSC are aware of the nature of work/services 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, resulting either directly or indirectly, from the duties and/or activities arising out of, or in connection with this MOU or UGSC's use of the County Parking Area.
19. **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.
20. **FUTURE ACTS OF LEGISLATURE.** Throughout the term of this MOU, UGSC 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 UGSC to do any restoration or repair work to the County Parking Area other than restoration or repair work required as a result of UGSC's use of the County Parking Area under this MOU.
21. **GOVERNING LAW.** This MOU 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.

22. **NO IMPLIED WAIVER.** No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this MOU in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.
23. **CONFLICTS OF INTEREST.**
- a. UGSC agrees that it will not during the term of this MOU knowingly engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
 - b. UGSC 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 MOU. 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.
24. **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 MOU.
25. **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.
26. **SEVERABILITY.** It is expressly agreed that if any term or provision of this MOU and 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 MOU 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 MOU and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.
27. **CERTIFICATION AS TO RELATIONSHIPS.** The Parties to this MOU hereby certify that, other than the consideration provided in this MOU, there is no known personal, business, commercial, professional, economic, or financial relationship between the parties, the signatories to this MOU, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this MOU.
28. **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 UGSC at the address on page 1 of the MOU and 2) to the County at the Department; 3) 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 UGSC 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. The County shall report to UGSC in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to this MOU.

29. **GRATUITIES.** It shall be the duty of UGSC to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code. Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

UGSC 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.

30. **MERGER; NO ORAL CHANGES.** It is expressly agreed that this MOU represents the entire agreement of the parties, that all previous understandings are merged in this MOU. No modification of this MOU shall be valid unless written in the form of an amendment and executed by both Parties.

IN WITNESS WHEREOF, the parties hereto acknowledge acceptance of this Memorandum of Understanding by the signatures below:

COUNTY OF SUFFOLK
By: _____
Name: Regina M. Calcaterra
Chief Deputy County Executive
Date: _____

ULTIMATE GAME SPORTS
By: _____
Name:
Title:
Date: _____

REVIEWED AS TO LEGALITY:
DENNIS M. COHEN
Suffolk County Attorney
By: _____
Basia Deren Braddish
Asst. County Attorney
Date: _____

APPROVED:
DEPARTMENT OF PUBLIC WORKS
By: _____
Gilbert Anderson
Commissioner
Date: _____

REVIEWED AND RECOMMENDED:
BUILDING OPERATION AND MANAGEMENT
By: _____
Craig Rhodes
Title: _____
Date: _____

1969

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2012 before me, the undersigned, personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2012 before me, the undersigned, personally appeared *Regina M. Calcaterra, Chief Deputy County Executive* personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

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: _____
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