

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. 1767 - 2010**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1767 – 2010

RESOLUTION NO. AUTHORIZING THE SALE,
PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL
PROPERTY ACQUIRED UNDER SECTION 46 OF THE
SUFFOLK COUNTY TAX ACT

LOK JEUNG

0100-114.00-01.00-027.000

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1767 – 2010, BECAUSE THE
APPLICANT WILL BE PAYING \$52,878.91, AS PAYMENT OF TAXES,
PENALTIES, INTEREST, RECORDING FEES, AND ANY OTHER CHARGES DUE
THE COUNTY OF SUFFOLK AND THIS LEGISLATURE DESIRES EXPEDITING
THIS APPLICATION.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
THIRD DAY OF AUGUST, 2010.**

Brendan R Chamberlain

BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

2010 AUG 30 A 9 50

Introductory Resolution No. 1767-10 Laid on Table 8/3/10

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE,
PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL
PROPERTY ACQUIRED UNDER SECTION 46 OF THE
SUFFOLK COUNTY TAX ACT
LOK JEUNG
0100-114.00-01.00-027.000

WHEREAS, the COUNTY OF SUFFOLK acquired the following described parcel:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Babylon, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0100, Section 114.00, Block 01.00, Lot 027.000, and acquired by tax deed on June 05, 2009, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 09, 2009, in Liber 12590, at Page 413, and otherwise known and designated by the Town of Babylon, as Lot 127 on a certain map entitled "Map of Sunset City, Section 3," filed in the Office of the Suffolk County Clerk on October 19, 1955 as Map #2468; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on June 05, 2009, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on June 09, 2009 in Liber 12590 at Page 413.

WHEREAS, in accordance with Suffolk County Local Law No. 16-1976, provision has been made for the sale of such real property acquired by the County through tax sale; and

WHEREAS, LOK JEUNG has made application of said above described parcel and LOK JEUNG has paid the application fee and will be paying \$52,878.91, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2010, and

1st - RESOLVED, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Section 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a)(1); and be it further

2nd - **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to LOK JEUNG, 138 Elkton Lane, North Babylon NY 11703, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

1767

July 06, 2010

Tax Map No.: 0100-114.00-01.00-027.000
Name of Last Legal Fee Owner: LOK JEUNG

TREASURER'S COMPUTATION.....\$46,502.82
Taxes.....2009/2010.....\$6,376.09
License/Storage Fee.....OPEN
Repairs.....OPEN
Miscellaneous Expenses.....OPEN

TOTAL.....\$52,878.91

Monies to be Received.....\$52,878.91

RESOLUTION AMOUNT.....\$52,878.91

APPROVED:

Annette Browne

Accounting
CO:lag

PREPARED BY:

Cathy O'Neal
Cathy O'Neal
Redemption Unit
(631)853-5937

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1767

1. Type of Legislation

Resolution X
Tax Map Number 0100-114.00-01.00-027.000

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

5. If the answer to Item 4 is "yes", on what will it impact?
(circle appropriate category)

- | | | |
|------------------|-----------------|------------------|
| <u>County</u> | Town | Economic Impact |
| Village | School District | Other (Specify): |
| Library District | Fire District | |

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

The County will recoup the amount of taxes paid on the property taken by the tax deed.

7. Total Financial Cost of Funding over 5 years on each affected Political or other subdivision

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2010

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

Cathy O'Neal _____ _____

COMPUTATION BY SUFFOLK COUNTY TREASURER

<u>DISTRICT</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
0100	114.00	01.00	027.000

1767

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2004/05	7975.79
2005/06	8301.96
2006/07	6927.42
2007/08	11149.57
2008/09	6190.71

2009/10 PROPERTY TAXES \$6,376.09 NOT INCLUDED IN COMPUTATION

TOTAL: 40545.45 ↘

B. INTEREST DUE	3742.95
C. TOTAL	44288.40
D. 5% LINE C	2214.42
E. FEE	
F. MISC	
G. MISC	

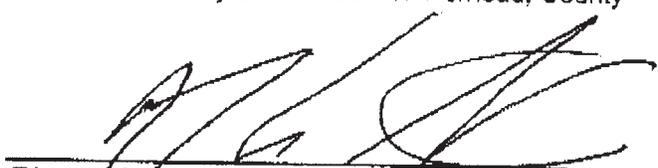
H. TOTAL DUE \$46,502.82



CERTIFICATION BY COUNTY TREASURER

I, Diane M. Stuke, Deputy County Treasurer of the County of Suffolk, in the State of New York, do hereby certify that the above monies are now due and owing upon the real property sought to be redeemed and that such sums are applied by law and taken from official books and records in my custody.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 02-Jul-10



Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to
and including 12/29/10

1767

M

N

O

P

73°21'00"

73°21'18"

73°18'30"

73°18'45"



Strathmore Park

1746

DEER PARK

Belmont

NORTH BABYLON

WEST BABYLON

3

5

7

2

4

38

34

37

WYANDANCH AVENUE

AUGUST ROAD

GRAND ROAD

RAILROAD AVENUE

HALLECK ROAD

NICOLLS DEP. CHIEF RAYMOND

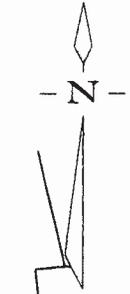
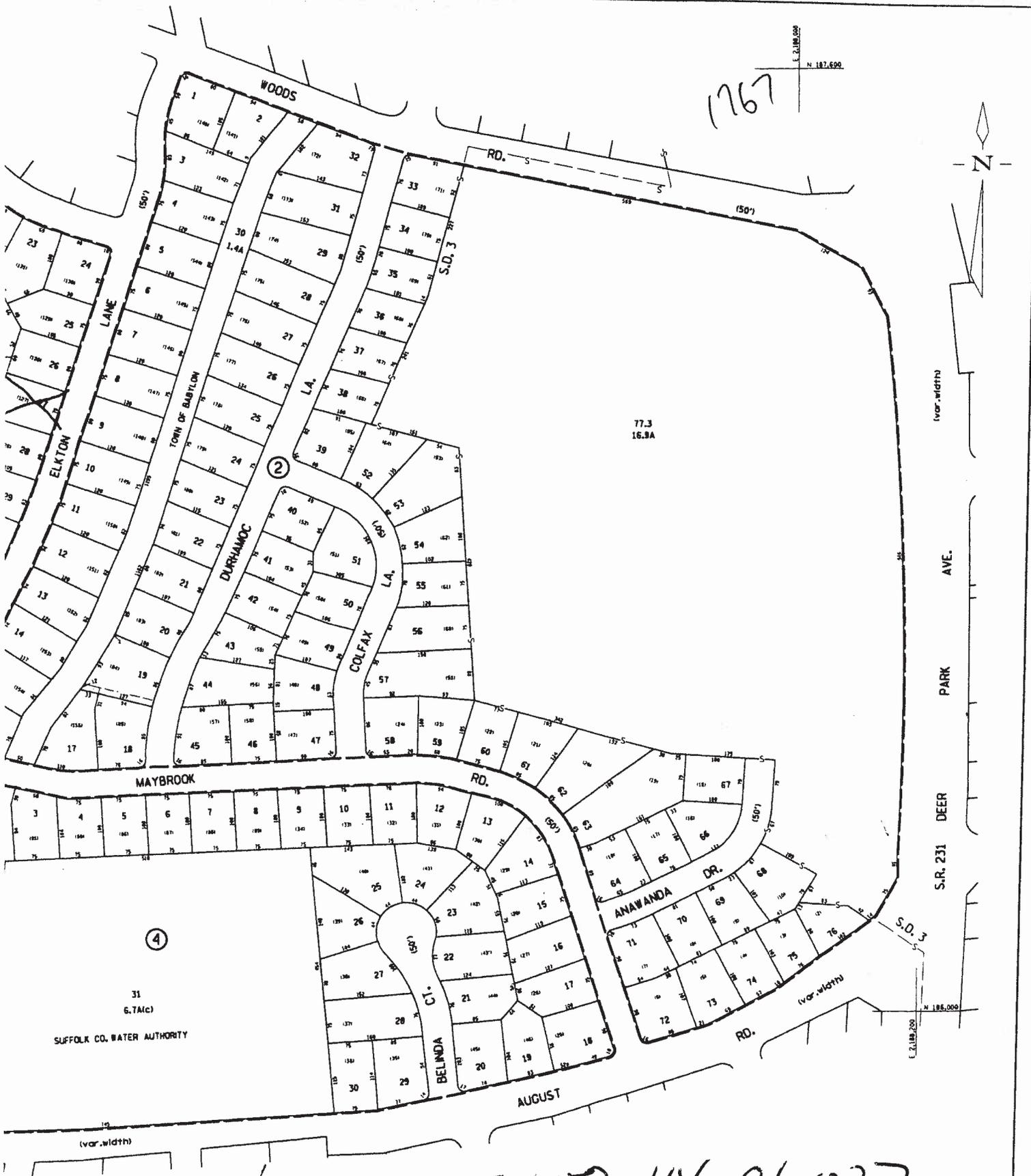
LONG ISLAND

Railroad

Long Island

GRAND ROAD

WYANDANCH AVENUE

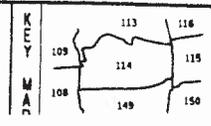


0100 114 01 027

PROPERTIES DISTRICTS:
 NOTICE
 MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE REAL PROPERTY TAX SERVICE AGENCY.



COUNTY OF SUFFOLK ©
 Real Property Tax Service Agency
 County Center Riverhead, N.Y. 11901
 SCALE IN FEET: 1" = 200'



TOWN OF BABYLON
 VILLAGE OF
 FACTORY MAP 11400

SECTION NO
 114

Gen 08

COUNTY OF SUFFOLK



STEVE LEVY
COUNTY EXECUTIVE

1767

DEPARTMENT OF ENVIRONMENT AND ENERGY
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT

PAMELA J. GREENE
DIVISION DIRECTOR

CARRIE MEEK-GALLAGHER
COMMISSIONER

July 7, 2010

Ken Crannell, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0100-114.00-01.00-027.000
LOK JEUNG

Dear Mr. Crannell:

Enclosed herewith for your approval is original and one (1) copy of the proposed resolution with documentation pursuant to:

Local Law No. 16-1976, as amended – Authorizing the redemption of real property.

I would appreciate your placing this on the legislative agenda at your earliest convenience.

Very truly yours,

Pamela J. Greene, Director
Director of Division of Real Property
Acquisition and Management

CO:lag

Enclosures
Resolution + one copy
Closing Statement
Legislative Memorandum
Treasurer's Computation

Copy of Resolution to:

Ken Crannell, Deputy County Executive (original plus 1 hard copy)
Christopher E. Kent, Chief Deputy County Executive (1 hard copy)
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Steve Forst, Budget Office (1 hard copy)
C.E. Reso. Review (electronic copy)

Copy of letter to:

Carrie Meek Gallagher, Commissioner, Dept. of Environment and Energy
Eric C. Naughton, Budget Director
Thomas A. Isles, Director, Planning Dept.
Lauretta Fischer, Principal Planner, Planning Dept.

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. 1785 - 2010**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1785 – 2010

**AUTHORIZING USE OF PROPERTY AT FRANCIS S. GABRESKI
AIRPORT BY THE KIWANIS CLUB OF GREATER WESTHAMPTON**

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1785 – 2010, BECAUSE THE EVENT IS
HELD FROM AUGUST 18TH TO AUGUST 22ND AND THE DEPARTMENT
REQUESTS TO ADOPT THIS RESOLUTION BEFORE THE NEXT SCHEDULED
MEETING ON AUGUST 17TH.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
THIRD DAY OF AUGUST, 2010.**

Brendan R Chamberlain

BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

b7b v 08 700 082

**RESOLUTION NO. - 2010 AUTHORIZING USE OF PROPERTY
AT FRANCIS S. GABRESKI AIRPORT BY THE KIWANIS CLUB OF
GREATER WESTHAMPTON**

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

WHEREAS, the Kiwanis Club of Greater Westhampton will host its annual fundraising
carnival August 18, 2010 through August 22, 2010; and

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

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

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

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

Dated:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

MEMORANDUM

1785

TO: Ken Crannell, Deputy County Executive
Office of the County Executive

FROM: Carolyn E. Fahey, Intergovernmental Relations Coordinator
Department of Economic Development & Workforce Housing

DATE: July 8, 2010

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

The Department of Economic Development and Workforce Housing requests the submittal of the attached resolution via Certificate of Necessity, authorizing the use of property at Francis S. Gabreski Airport by the Kiwanis Club of Greater Westhampton. The Certificate of Necessity is requested due to the late request and the Legislative schedule. For at least the past 10 years the Westhampton Beach Kiwanis Club has held their annual fundraising carnival at Gabreski Airport. Last year they were advised that it would be their last opportunity since we anticipated turning over the property to Rechler Equities by this summer. The Kiwanis found another location but came back to us requesting the use of Gabreski one more time. It seems the location they were planning on using has drainage issues that cannot be addressed.

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

The use is for five (5) days commencing August 18, 2010 and ending on August 22, 2010. A fee of \$400 per day will be charged and is consistent with fees paid for use of airport property.

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

Thank you.

CEF:kmb
Attachments

cc: Chris Kent, Chief Deputy County Executive
Yves R. Michel, Commissioner
Brendan Chamberlain, County Executive Assistant ✓
Tony Ceglie, Francis S. Gabreski Airport Manager



Suffolk County Executive
Yves R. Michel
Commissioner

BETTER FOR BUSINESS... BETTER FOR LIFE

FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

1785

GENERAL FUND

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	-\$2,000	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2010 PROPERTY TAX LEVY	2010 COST TO AVG TAXPAYER	2010 AV TAX RATE PER \$100	2010 FEV TAX RATE PER \$1000
TOTAL	-\$2,000	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2009.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

EXHIBIT A

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LICENSE AGREEMENT

Made this ____ day of _____, 2010 between KIWANIS CLUB OF GREATER WESTHAMPTON (hereinafter the Kiwanis Club), a non-profit organization, whose address is PO Box 146, Westhampton, New York 11977, and the COUNTY OF SUFFOLK, a municipal corporation whose address is County Center, Riverhead, New York (hereinafter the County).

WITNESSETH:

1. **DESCRIPTION.** County hereby grants to the Kiwanis Club a License for the use of property known as 4+ acres of land and adjacent parking at Francis S. Gabreski Airport, Westhampton Beach, New York (hereinafter "Premises") depicted on the map attached hereto as **Exhibit A**.
2. **TERM.** FIVE (5) days, commencing August 18, 2010 and ending August 22, 2010.
3. **PURPOSE.** The parties hereto acknowledge that County is a municipal corporation and is entering into and executing this License agreement by virtue of the authority of Resolution No. _____-2010 of the Suffolk County Legislature, for the purpose and intent of operating a carnival and fireworks display. The resolution is incorporated herein by reference. The Kiwanis Club has examined the same is fully aware of the intended purpose thereof, and that the Kiwanis Club's use of the Premises shall be for the sole purpose of a carnival and fireworks display and for no other purpose. The grant of this License shall not be deemed to preclude the use of Francis S. Airport by the public, by County itself or by any tenant of the County of Suffolk located at Francis S. Gabreski Airport.

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

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

4. **RENTAL AND SECURITY.** A rental fee of \$400.00 a day, for five (5) days, for a total of \$2000.00, shall be paid, in advance, to County at the Airport Management Office, located at Francis S. Gabreski Airport, Westhampton Beach, New York. In addition, the Kiwanis Club further agrees to provide the sum of \$000.00 payable in advance, as security for the clean-up of the Premises, if and as necessary, and the performance by the Kiwanis Club of all other of its obligations under this Agreement. The security, less any monies due the County there from by reason of violation of the terms of this Agreement by the Kiwanis Club, shall be returned to the Kiwanis Club upon a determination by Airport Management that the Premises has been restored to its original condition.

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

5. **DUTIES.** A) On or before **July 30, 2010** the Kiwanis Club shall submit to Airport Management a "**Site Plan**" indicating the Carnival layout, traffic flows, and parking, in addition to details relating to sanitary arrangements, and post event park clean-up plans, all of which shall be subject to approval by Airport Management.

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

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

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

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

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

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

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

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

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

6. ALTERATIONS. The Kiwanis Club shall not make any "Alterations," meaning any alterations, installations, improvements, additions, renovations or physical changes to the Premises or any part or portion thereof or in any areas in the vicinity of the Premises, without the prior written consent of the County.

7. NO ASSIGNMENT. The License hereby granted shall not be transferred, assigned, conveyed, sublet, subcontracted or otherwise given to another, or any right, or interest therein.

8. PARKING PLACES. During the term of this Agreement, parking shall be in the area as depicted on the map attached hereto as **Exhibit A** and in accordance with the Site Plan described in **Section 5**. Any traffic control personnel shall be provided by the Kiwanis Club and shall wear identification so as to be readily visible to police personnel. Traffic control personnel shall be responsible for directing traffic and the parking of automobiles within Francis S. Gabreski Airport.

9. UTILITIES. A) The Kiwanis Club shall assume and be responsible to pay for all utilities' services, including connections thereto, used by it with respect to its operations granted by this Agreement, including water, electricity and fuel. The Kiwanis Club shall not use any existing utility services at the Premises without the express consent of Airport Management.

B) The County shall have no liability to the Kiwanis Club for any loss, damage or expense sustained or incurred by reason of any change, failure, inadequacy, unsuitability or defect in the supply or character of the utilities to the Premises for this event.

10. IDEMNITY AND INSURANCE. A) The Kiwanis Club assumes all risks in the operation of this License and shall defend, indemnify and hold harmless the County, its officials, employees, servants, and agents from and against all liabilities, fines, penalties, actions, demands, losses, claims, costs, judgments, damages, liens, encumbrances, costs, and expenses, including attorneys' fees, arising out of the acts or omissions or negligence of the Kiwanis Club, its owners, agents, employees or servants in connection with the services described or referred to in this License, which responsibility shall not be limited to the insurance coverage herein provided for.

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

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

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

11. **INSURANCE.** A) No later than **July 16, 2010** the Kiwanis Club or its carnival operator, agrees to procure, and pay the entire premium for and maintain throughout the term of this License insurance coverage in amounts and types specified by the County and as may be mandated and increased from time to time. Unless otherwise specified by the County and agreed to by the Kiwanis Club, in writing, such insurance shall be as follows:

- (i) **COMMERCIAL GENERAL LIABILITY INSURANCE**
including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
- (ii) **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE** in compliance with all applicable New York State laws and regulations and **DISABILITY BENEFITS INSURANCE** if required by law and shall have furnished to the Department of Public Works Property Manager prior to execution of this License the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this License shall be void and of no effect unless the Kiwanis Club shall provide and maintain coverage during the term of this License for the benefit of such employees required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

12. **NEGATIVE COVENANTS.** The Kiwanis Club shall commit no act of waste and shall not use, occupy, maintain or operate the Premises, nor suffer or permit the Premises or any part thereof to be used, occupied, maintained or operated, nor bring into or keep at the Premises, nor suffer or permit anything to be brought into or kept therein, which would in any way (a) violate any term, covenant or condition of this License, b) violate any restrictive covenant, operating covenant, encumbrance or easement affecting the Premises, (c) make void or voidable any insurance policy then in force with respect to the Premises or make any such insurance unobtainable or increase the rate of any insurance with respect to the Premises, (d) cause physical damage to the Premises or any part thereof, (e) permit the excess accumulation of waste or refuse at the Premises, (f) constitute a public or private nuisance, (g) not conform to all applicable federal, state and local laws and regulations.
13. **INSPECTION OF PREMISES.** It is agreed that Airport Management, any authorized representatives of Airport Management, or the authorized representatives of any other County department may inspect the Premises at any time.
14. **GENERAL PROVISIONS.** A) The Kiwanis Club shall furnish to Airport Management no later than **July 23, 2010** a copy of the Town of Southampton Permit, Fire Marshall Permit, USDOT FAA letter of acknowledgment and any other required permits, licenses, waivers, etc. prior to the event. In addition, the Kiwanis Club agrees that the Fire Marshall will make an on-site inspection immediately prior to the event to give a final approval or disapproval for the firework display.

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

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

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

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

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

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

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

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

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

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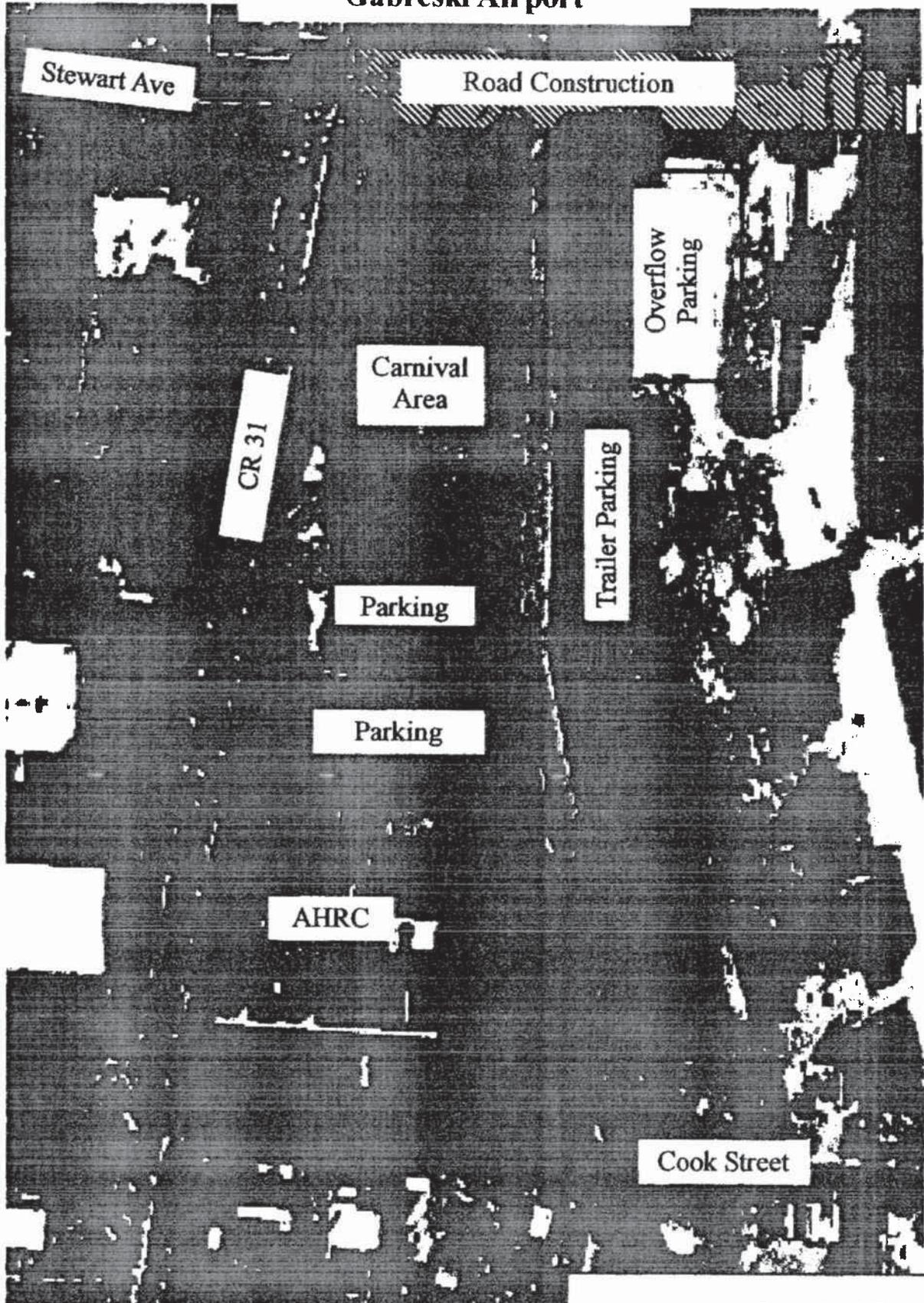
Venues shall be designated as Suffolk County, New York or the United States District Court for the Eastern District of New York.

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

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2010 Kiwanis Carnival
at
Gabreski Airport

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Required Fence
Traffic Flow

1785

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

COUNTY OF SUFFOLK

By: _____

Deputy County Executive

Date: _____

DEPARTMENT OF ECONOMIC
DEVELOPMENT AND WORKFORCE
HOUSING

By: _____

CAROLYN FAHEY
Intergovernmental Relations Coordinator

Date: _____

REVIEWED AS TO LEGALITY

CHRISTINE MALAFI, ESQ.,
Suffolk County Attorney

By: _____

BASIA DEREN BRADDISH
Assistant County Attorney

Date: _____

KIWANIS CLUB OF GREATER
WESTHAMPTON

By: Ralph Schenk

RALPH SCHENK
Co-Chairperson

Date: 7/12/10

1785

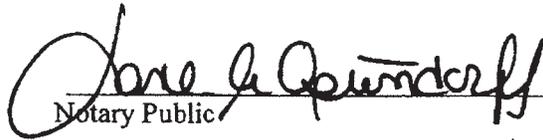
ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the 12th day of July in the year 2010 before me, the undersigned, personally appeared RALPH SCHENIK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

Jane A. Ostendorff
Notary Public, State of New York
No. 01056010205
Qualified In Suffolk County
Commission Expires April 17, 2014

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2010 before me, the undersigned, personally appeared _____, Deputy County Executive, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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July 8, 2010

Suffolk County Council on Environmental Quality
Hauppauge, NY

RE: ACAP report on Kiwanis Club of Greater Westhampton

Dear Council Members:

Following please find the Airport Conservation and Assessment Panel's report on the Kiwanis Club of Greater Westhampton lease application. The majority opinion of the panel is reflected within.

Respectfully submitted:

Beecher Halsey – Approved by email
Chairman

Carrie Meek-Gallagher – Approved by email
Vice Chairman

Jaime Siegel
Secretary

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KIWANIS CLUB OF GREATER WESTHAMPTON:

BACKGROUND:

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

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

A meeting of ACAP was held via email to review the Kiwanis Club of Greater Westhampton Beach application submitted on July 8, 2010.

SUMMARY OF SEQRA RECOMMENDATIONS/ACAP FINDINGS:

Based on our assessment of the rules governing the implementation of SEQRA, we find the subject application to be an unlisted action.

A Negative Declaration is recommended.

RECOMMENDATIONS

There is no objection to the approval of this application.

CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. - 2010

1843

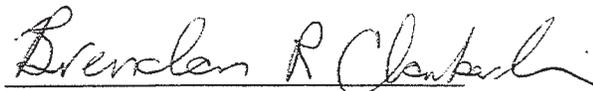
WHEREAS, INTRODUCTORY RESOLUTION NO. - 2010

RESOLUTION NO. -2010, ACCEPTING AND
APPROPRIATING ONE HUNDRED PERCENT
FEDERAL PASS-THROUGH GRANT FUNDS FROM
THE UNITED STATES DEPARTMENT OF
HOMELAND SECURITY/FEDERAL EMERGENCY
MANAGEMENT AGENCY FOR THE RECRUITMENT
AND RETENTION OF VOLUNTEERS FOR THE
VOLUNTEER FIRE DEPARTMENTS SERVING
SUFFOLK AND NASSAU COUNTIES.

WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,

NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. - 2010, BECAUSE THIS RESOLUTION
NEEDS TO BE ADOPTED TODAY TO ENSURE THE FUNDING IS AVAILABLE
FOR THE START OF THE FALL SEMESTER AT THE SUFFOLK COUNTY
COMMUNITY COLLEGE.

IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
THIRD DAY OF AUGUST, 2010.



BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

RECEIVED
2010 AUG - 2 P 4: 01

2010 AUG - 2 P 4: 01

RECEIVED

Intro Res. No. 1843-10
Introduced by Presiding Officer Lindsay on request of the County Executive

Laid on Table 8/3/10

RESOLUTION NO. - 2010 ACCEPTING AND APPROPRIATING ONE HUNDRED PERCENT FEDERAL PASS-THROUGH GRANT FUNDS FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE RECRUITMENT AND RETENTION OF VOLUNTEERS FOR THE VOLUNTEER FIRE DEPARTMENTS SERVING SUFFOLK AND NASSAU COUNTIES

WHEREAS, the United States Department of Homeland Security through the Federal Emergency Management Agency (FEMA), has awarded the Suffolk County Department of Fire, Rescue and Emergency Services (FRES) funds to conduct a comprehensive recruitment and retention program for fire departments operating on Long Island;

WHEREAS, FRES has received a grant from FEMA under the Staffing for Adequate Fire and Emergency Response (SAFER) program Grant Number: EMW-2009-FF-00543 (the "Grant") to build the capacity of local fire departments;

WHEREAS, pursuant to the terms of the Grant, FRES will expand the pre-existing recruitment program approved by the Legislature in 1999 and 2007 through mass media recruitment;

WHEREAS, FRES maintains responsibility for the Suffolk Educational program for Recruitment in the Voluntary Emergency Service (SERVES) pursuant to Resolution 818-2002 and the grant requires expansion in the amount of student/volunteer scholarship awards at Suffolk County Community College (SCCC) for the recruitment and retention program;

WHEREAS, this is a grant program, effective October 2, 2010 to October 1, 2014 in which Suffolk County has been awarded \$ 4,147,972 of which \$ 1,630,000 is to be administered on behalf of Nassau County, from FEMA;

WHEREAS, \$4,136,972 of said funds have not been included in the 2010 Operating Budget and \$11,000 of said funds has been included in the Department of Information Technology 2010 Operating Budget 001-IT-1100 (Permanent Salaries), now, therefore, be it

1st RESOLVED, that FRES is directed to amend the SERVES Administration Guide to provide all eligible members of volunteer fire departments operating within the county the opportunity to attend SCCC in the up-coming fall semesters and each semester thereafter during the grant performance period in the amount of \$975,400; and

2nd RESOLVED, that the following position be and they hereby are created in the Department of Fire, Rescue & Emergency Services as follows:

Department of Fire, Rescue & Emergency Services
SAFER Grant
001-FRE-3421

<u>Position No.</u>	<u>Spec No.</u>	<u>Position Title</u>	<u>JC</u>	<u>Grade</u>	<u>No. Created</u>
3421-0100-0001	3768	Volunteer Programs Coordinator	C	21	1

and be it further

3rd RESOLVED, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individuals filling the position created by this Resolution at the conclusion of the grant funding provided for such position created by said grant; and be it further

4th RESOLVED, that FRES is authorized to enter into an agreement in the amount of \$1,630,000 with Nassau County to deliver the programs called for in the above referenced grant application; and be it further

5th RESOLVED, that the County Executive's Budget Office is authorized to assign appropriate pseudo codes as necessary; and be it further

6th RESOLVED, that the County Executive is authorized to enter into a service agreement in the amount of \$ 1,135,000 to deliver the mass media/marketing programs called for in the above referenced grant application; and be it further

7th RESOLVED, that the County Comptroller and County Treasurer be and that they hereby are authorized to accept \$4,147,972 and appropriate said grant funds as follows:

<u>REVENUES:</u>	<u>AMOUNT</u>
001-FRE-4304 SAFER 2009	\$ 4,136,972
001-ITS-4304 SAFER 2009	\$ 11,000

ORGANIZATIONS:

Department of Fire, Rescue & Emergency Services
Staffing for Adequate Fire and Emergency Response (SAFER)
001-FRE-3421 - \$4,136,972

<u>1000 – Personal Services</u>	<u>\$ 224,728</u>
1110 Permanent Salaries	\$ 212,219
1120 Overtime Salaries	\$ 12,509
<u>3000 – Supplies</u>	<u>\$10,232</u>
3020 Postage	\$10,232
<u>4000 – Contractual Expenses</u>	<u>\$3,740,400</u>
4560 Fees for Services-Non Employees (Media)	\$1,135,000
4770 Special Services (Tuition)	\$975,400
4980 Contract Agencies (Nassau County)	\$1,630,000

Employee Benefits
Social Security
001-EMP - 9030 - \$35,819

<u>Employee Benefits</u>	<u>\$35,819</u>
8330 – Social Security	\$35,819

Employee Benefits
Retirement
001-EMP-9010 – \$50,287

<u>Employee Benefits</u>	<u>\$50,287</u>
8280 – Retirement	\$50,287

Employee Benefits
Welfare Fund
001-EMP-9080 - \$12,305

<u>Employee Benefits</u>	<u>\$12,305</u>
8380 – Welfare Fund Contribution	\$12,305

Interfund Transfer
Transfer to Employee Medical Health Plan
001-IFT-E039 - \$63,201

<u>Employee Benefits</u>	<u>\$ 63,201</u>
9600 Transfer of Funds	\$ 63,201

8th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of the Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council of Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non applicability or non-significance in accordance with this resolution.

DATED:

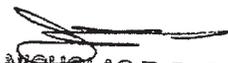
APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Local Law: _____ Charter Law: _____ Resolution: <u> X </u>		
2. Title of Proposed Legislation		
ACCEPTING AND APPROPRIATING ONE HUNDRED PERCENT FEDERAL PASS-THROUGH GRANT FUNDS FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY/FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE RECRUITMENT AND RETENTION OF VOLUNTEERS FOR THE VOLUNTEER FIRE DEPARTMENTS SERVING SUFFOLK AND NASSAU COUNTIES.		
3. Purpose of Proposed Legislation		
The benefits to the regional volunteer fire services will be increased safety and effectiveness while providing a significant savings to the local taxpayer by no local costs incurred and the service provided.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District Other (Specify):	
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:		
This is a four year grant will provided a large mass media/marketing effort through many mediums via contract with the county; tuition charges at Suffolk County Community College for pre-identified volunteer firefighters; and a full-time Volunteer Programs Coordinator to assist the current Program Manager as such. It will also provide like-service/programs for the volunteers of Nassau County.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision		
\$4,147,972		
8. Proposed Source of Funding		
United States Department of Homeland Security		
9. Timing of Impact		
Immediate		

10. Typed Name & Title of Preparer Joseph F. Williams Commissioner	11. Signature of Preparer  NICHOLAS E. PAGLIA JR. EXECUTIVE TECHNICIAN	12. Date 7/27/10
--	--	---------------------

**FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2009.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2009-2010.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2009 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.



Mr. Thomas O'Hara
Suffolk County Fire, Rescue & Emergency Services
PO Box 127
Yaphank, New York 11980-0127

Re: Grant No.EMW-2009-FF-00543

Dear Mr. O'Hara:

On behalf of the Department of Homeland Security (DHS), I am pleased to inform you that your grant application submitted under the FY 2009 Staffing for Adequate Fire and Emergency Response (SAFER) grants has been approved. FEMA's Grant Programs Directorate (GPD), in consultation with the U.S. Fire Administration (USFA), carries out the Federal responsibilities of administering your grant. The approved project costs total to \$4,147,972.00. The Federal share is \$4,147,972.00 of the approved amount and your share of the costs is \$0.00.

As part of your award package, you will find Grant Agreement Articles. Please make sure you read and understand the articles as they outline the terms and conditions of your Grant award. Maintain a copy of these documents for your official file. **You establish acceptance of the grant and Grant Agreement Articles when you request and receive any of the Federal grant funds awarded to you.** By accepting the grant, you agree not to deviate from the approved scope of work without prior written approval from FEMA.

If your SF 1199A has been reviewed and approved, you will be able to request payments online. Remember, you should request funds no more frequently than quarterly.

If you have any questions or concerns regarding the process to request your grant funds, please call 1-866-927-5646.

A handwritten signature in cursive script that reads "Elizabeth M. Harman".

Elizabeth M. Harman
Assistant Administrator
Grant Programs Directorate

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE - Recruitment program

GRANTEE: Suffolk County Fire, Rescue & Emergency Services

PROGRAM: Staffing for Adequate Fire and Emergency Response (SAFER) - Recruitment

AGREEMENT NUMBER: EMW-2009-FF-00543

AMENDMENT NUMBER:

TABLE OF CONTENTS

Article I	Project Description
Article II	Grantee Concurrence
Article III	Period of Performance
Article IV	Amount Awarded
Article V	Financial Guidelines
Article VI	Prohibition on Using Federal Funds
Article VII	GPD Allocations
Article VIII	Financial Reporting
Article IX	FEMA Officials

Article I - Project Description

The purpose of the Staffing for Adequate Fire and Emergency Response program is to provide funding directly to fire departments and volunteer firefighter interest organizations in order to help them increase the number of trained, "front-line" firefighters available in their communities.

After careful consideration, FEMA has determined that the grantee's project submitted as part of the grantee's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the program's purpose and worthy of award. The grantee shall perform the work described in the approved grant application as itemized in the request details section of the application and further described in the grant application's narrative. These sections of the application are made a part of these grant agreement articles by reference. The grantee may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval from FEMA.

Article II - Grantee Concurrence

By requesting and receiving Federal grant funds provided by this grant program, the grantee accepts and agrees to abide by the terms and conditions of the grant as set forth in this document and the documents identified below. By receiving funds under this grant, grantees agree that they will use the funds provided through the

Fiscal Year 2009 Staffing for Adequate Fire and Emergency Response in accordance with these Articles of Agreement and the program guidelines provided in the Fiscal Year 2009 Staffing for Adequate Fire and Emergency Response guidance. All documents submitted as part of the original grant application are made a part of this agreement by reference.

Article III - Period of Performance

The period of performance shall be from **02-OCT-10 to 01-OCT-14**.

Article IV - Amount Awarded

The amount of the award is detailed on the Obligating Document for Award attached to these articles. Following are the budgeted estimates for object classes for this grant (including Federal share plus applicable grantee match):

Personnel	\$435,728.00
Fringe Benefits	\$161,612.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$1,135,000.00
Other	\$2,415,632.00
Indirect Charges	\$0.00
Total	\$4,147,972.00

NEGOTIATION COMMENTS IF APPLICABLE (max 4000 characters)

The Suffolk County grant was merged with EMW-2009-FF-00076 (Nassau County, NY) budget of \$1,630,000 making the total Suffolk County grant budget now \$4,147,972 instead of the initial \$2,517,972 listed in the application.

Article V - Financial Guidelines

The grantee and any subgrantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations (OMB Circular A-110)

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Nonprofit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR), Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

Article VI - Prohibition on Using Federal Funds

The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Article VII - GPD Allocations

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2009 Staffing for Adequate Fire and Emergency Response Program guidance and application kit.

Article VIII - Financial Reporting

The grantee must complete an on-line, semiannual financial status report to meet FEMA requirements. Semiannual financial reports are due within 30 days of the end of every six month period for the life of the grant. At the end of the performance period, or upon completion of the grantee's final program narrative, the grantee must complete an on-line final financial status report that is required to close out the grant. Although the guidance states extensions will not be granted, if a grantee's performance period is extended beyond the initial period, a periodic performance report is due every six month increment until closeout.

Article IX - FEMA Officials

Program Officer: Tom Harrington is the Program Officer for this grant program. The Program Officer is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant please call the AFG help desk at 866-274-0960 to be directed to a specialist.

Grants Assistance Officer: Nikole Duppins is the Assistance Officer for this grant program. The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters.

Grants Management Division POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT

1. AGREEMENT NO. EMW-2009-FF-00543
2. AMENDMENT NO. 0
3. RECIPIENT NO. 11-6000464
4. TYPE OF ACTION AWARD
5. CONTROL NO. W468987N

6. RECIPIENT NAME AND ADDRESS
Suffolk County Fire, Rescue & Emergency Services
PO Box 127
Yaphank
New York, 11980-0127

7. ISSUING OFFICE AND ADDRESS
Grant Programs Directorate
500 C Street, S.W.
Washington DC, 20472
POC: Arlyce Powell 202-786-9523

8. PAYMENT OFFICE AND ADDRESS
FEMA, Financial Services Branch
500 C Street, S.W., Room 723
Washington DC, 20472

9. NAME OF RECIPIENT PROJECT OFFICER
Thomas O'Hara
PHONE NO. 6318524908

10. NAME OF PROJECT COORDINATOR
Tom Harrington
PHONE NO. 1-866-274-0960

11. EFFECTIVE DATE OF THIS ACTION
02-OCT-10

12. METHOD OF PAYMENT
SF-270

13. ASSISTANCE ARRANGEMENT
Cost Sharing

14. PERFORMANCE PERIOD
From:02-OCT-10 To:01-OCT-14
Budget Period
From:15-JAN-10 To:30-SEP-10

15. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMMULATIVE NON-FEDERAL COMMITMENT
SAFER	97.083	2010-M9-3120GF-25000000-4101-D	\$0.00	\$4,147,972.00	\$4,147,972.00	\$0.00
TOTALS			\$0.00	\$4,147,972.00	\$4,147,972.00	\$0.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

SAFER recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A
DATE N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
Nikole Duppins
DATE 02-JUL-10

Go Back

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE
County of Suffolk

- (1) Please limit this suggestion form to ONE proposal.
- (2) Describe in detail.
- (3) Attach all pertinent backup material.

Submitting Department
(Dept. Name & Location):

Fire, Rescue & Emergency Services
Yaphank Avenue
Bldg CO110
Yaphank, NY 11980

Department Contact Person
(Name & Phone):

Joseph F. Williams
Commissioner

Suggestion Involves:

Technical Amendment

New Program

Grant Award

Contract (New Rev.)

Other

Summary of Problem: (Explanation of why this legislation is needed.)

The lack of volunteers to respond to fire and EMS calls has been documented many times over in the previous 25 years. Suffolk County has made a commitment to recruit new volunteers through 2000 to present "Be a Good Neighbor" award winning and successful recruitment program and the retention of new volunteers through the Suffolk Education program for Recruitment in the Voluntary Services (SERVES). With our local fire and EMS service seeing a less than 1% increase in personnel over the prior 3 years, response time and operational effectiveness/safety are subject to inadequacies.

By increasing mass media/marketing funding in the recent past, significant increases (5% or higher) in new recruits have been achieved in Suffolk County. The SERVES program has committed over 150 volunteers for periods of 5 to 7 years service to their local fire department or EMS agency and when funded will increase this level at minimum of 400%.

Proposed changes in Present Statute: (Please specify section when possible.)

n/a

PLEASE FILL IN REVERSE SIDE OF FORM

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. - 2010**

1844

WHEREAS, INTRODUCTORY RESOLUTION NO. - 2010

**RESOLUTION NO. -2010, AUTHORIZING
A PUBLIC HEARING PURSUANT TO SECTION 6-r
OF THE GENERAL MUNICIPAL LAW**

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. - 2010, BECAUSE THIS RESOLUTION
NEEDS TO BE ADOPTED IN ORDER TO SET THE PUBLIC HEARING ON
AUGUST SEVENTEENTH.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
THIRD DAY OF AUGUST, 2010.**



**BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

2010 AUG - 2 P 4: 01
SUFFOLK COUNTY, N.Y.
JRE

RECEIVED

1844
Intro. Res. No. -2010 Laid on Table 08/03/2010
Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. 2010, AUTHORIZING
A PUBLIC HEARING PURSUANT TO SECTION 6-r
OF THE GENERAL MUNICIPAL LAW**

WHEREAS, the local economy has not recovered from the effects of the recession, which has caused a significant reduction in the county's largest revenue sources to levels below that of prior years, and

WHEREAS, Suffolk County's economy traditionally lags six to nine months behind that of the national economy and to date the national economy has not yet fully recovered from the depths of the "great recession," and

WHEREAS, updated estimates of the county's sales tax and real estate related revenues, including the continued projected reductions in the receipt of property taxes will create a revenue shortfall in 2010, and

WHEREAS, the Suffolk County Executive's Budget Office and the Legislature's Office of Budget Review jointly addressed the Legislature on March 16, 2010 and agreed on the magnitude of the revenue shortfalls, and

WHEREAS, pension costs in the General Fund are estimated to increase by \$27.1 million in 2011, and

WHEREAS, the County Tax Stabilization Reserve Fund (403) is authorized pursuant to section 6-e of the General Municipal Law and County Resolution 1154-1997; and

WHEREAS, the County Retirement Contribution Reserve Fund (420) is authorized pursuant to section 6-r of the General Municipal Law and County Resolution 1020-2004; and

WHEREAS, Section 6-r of the General Municipal Law provides in relevant part, that

There may be paid into a retirement contribution reserve fund:

* * *

d. notwithstanding any law to the contrary, such amounts as may be transferred from a reserve fund established pursuant to section ... six-e [tax stabilization reserve fund], ... of this article comprised of moneys raised from the same tax base as the moneys in the retirement contribution reserve fund, ... provided, that any such transfer shall only be made by resolution of the governing board of such municipal corporation adopted after a public hearing held on at least fifteen days prior published notice in the official newspaper of the municipal corporation or, if

the municipal corporation does not have an official newspaper, in at least one newspaper having general circulation in the municipal corporation.

and

WHEREAS, it is currently projected that in fiscal year 2011, the County must make a payment to the New York State and local retirement system in the amount of \$ 143,630,735 based on a bill from New York State Comptroller's Office; and

WHEREAS, a transfer from the tax stabilization reserve fund to the retirement contribution reserve fund would be in the best interest of the residents of the County; now, therefore be it

1st RESOLVED that pursuant to section 6-r of the General Municipal Law, and upon at least fifteen days prior published notice in the official newspapers of the County of Suffolk, there shall be held at a meeting of the County Legislature of the County of Suffolk, New York in the Riverhead Legislative Auditorium, Evans K. Griffing Building, 300 Center Drive, Riverhead, NY 11901, on the 17th day of August, 2010, at 2:30 P.M. a public hearing upon the issue of transferring the amount of \$30 million from the County's Tax Stabilization Reserve Fund (403) to the County's Retirement Reserve Fund (420), and for such other action on the part of said County Legislature as may be required by law or proper in premises, and be it

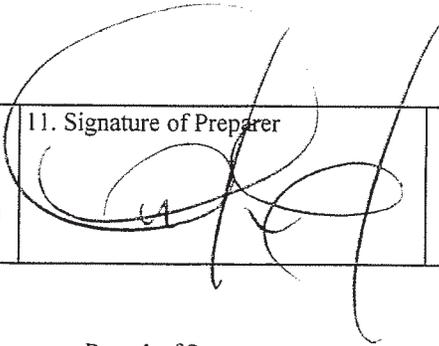
2nd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that the adoption of this law is a Type II action pursuant to Title 6 NYCRR Section 617.5(c) (20) and (27) since it constitutes a local legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. As a Type II action, the Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

County Executive of Suffolk County
Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. – 2010, AUTHORIZING A PUBLIC HEARING PURSUANT TO SECTION 6-R OF THE GENERAL MUNICIPAL LAW.		
3. Purpose of Proposed Legislation		
AUTHORIZING A PUBLIC HEARING CONCERNING THE TRANSFER OF \$30,000,000 FROM THE TAX STABILIZATION RESERVE FUND A RETIREMENT RESERVE FUND.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact:		
NO IMPACT ON ADOPTED BUDGET		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
N/A		
9. Timing of Impact		
UPON APPROVAL		
10. Typed Name & Title of Preparer	11. Signature of Preparer	
Allen M. Kovesdy Director of Management and Research		August 2, 2010

SCIN FORM 175b (10/95)

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. - 2010**

1845

WHEREAS, INTRODUCTORY RESOLUTION NO. - 2010

**AUTHORIZING AN INTERMUNICIPAL
AGREEMENT BETWEEN THE COUNTIES
OF SUFFOLK AND NASSAU PURSUANT TO
SECTION 119-O OF THE GENERAL
MUNICIPAL LAW FOR PROVISION OF
VECTOR CONTROL ASSISTANCE**

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY RESOLUTION BE
CONSIDERED IMMEDIATELY,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND ARTICLE
III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT THERE EXISTS A NEED
FOR THE IMMEDIATE CONSIDERATION OF INTRODUCTORY RESOLUTION NO. -
2010, BECAUSE IN THE SPIRIT OF INTERMUNICIPAL COOPERATION, SUFFOLK
COUNTY WISHES TO ASSIST NASSAU COUNTY WITH TECHNICAL SUPPORT,
SERVICES AND EQUIPMENT TO PROTECT HEALTH AND SAFETY BY CARRYING
OUT AN EFFECTIVE VECTOR CONTROL PROGRAM.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND CAUSED TO
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
THIRD DAY OF AUGUST, 2010.**

Brendan R. Chamberlain

BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

Intro. Res. No. ¹⁸⁴⁵ -2010
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 08/03/2010

**RESOLUTION NO. 2010, AUTHORIZING
AN INTERMUNICIPAL AGREEMENT BETWEEN
THE COUNTIES OF SUFFOLK AND NASSAU
PURSUANT TO SECTION 119-O OF THE
GENERAL MUNICIPAL LAW FOR PROVISION
OF VECTOR CONTROL ASSISTANCE**

WHEREAS, the Counties of Nassau and Suffolk, acting through their respective Departments of Public Works, provide vector control services to control mosquitoes; and

WHEREAS, the County of Nassau and the Nassau County Department of Public Works (NCDPW) have requested that the Suffolk County Department of Public Works (SCDPW) assist the NCDPW by providing technical assistance, services and the loan of equipment to assist Nassau County in providing vector control services to its residents; and

WHEREAS, in the spirit of intermunicipal cooperation, Suffolk County wishes to temporarily make such assistance, services and equipment available to Nassau County; and

WHEREAS, it is in the public interests of the residents of both Counties to share resources and to promote health and safety by carrying out effective vector control programs; and

WHEREAS, the Counties are authorized, pursuant to both Article 9, § 1 of the New York State (the "State") Constitution and Section 119-o of the General Municipal Law to enter into intergovernmental agreements; now, therefore be it

1st RESOLVED, that the County Executive is hereby authorized to execute an Intermunicipal Agreement with the County of Nassau pursuant to Section 119-o of the New York General Municipal Law, subject to the terms and conditions set forth in this resolution; and, be it further

2nd RESOLVED, that the Intermunicipal Agreement shall be subject to the following terms and conditions:

- a) The Intermunicipal Agreement shall be subject to a resolution by the County Legislature of the County of Nassau approving entry into such Agreement and
- b) Provision of Services by the County of Suffolk shall be made subject to a written request to SCDPW by the County of Nassau, such request being limited

to services that the Nassau County Department of Public Works (NCDPW) is unable to provide using its own staff and equipment; and

c) The County of Nassau shall be responsible for the vector control activities carried out with the assistance of SCDPW and the County of Nassau shall make final decisions as to whether a particular activity shall be carried out; and

d) SCDPW may, but shall not be obligated to, provide technical assistance, services and equipment related to aerial and ground spraying of adulticides during a declared public health emergency, and shall not provide services related to larviciding or water management; and

e) The services to be provided by SCDPW shall be limited to the services described in the Intermunicipal Agreement; and

f) The services to be provided by SCDPW for each specific vector control spray event shall be described in a Work Plan to be approved in writing by the parties prior to each event; and

g) NCDPW shall be responsible for executing all aspects of the vector control activities not specifically described in as being the responsibility of Suffolk in the Intermunicipal Agreement and the Work Plan; and

h) Prior to commencement of any spraying, the County of Nassau shall obtain all Federal; State or local permits or approvals necessary to conduct the vector control activities (including, but not limited to, any permits or approvals required by the New York State Departments of Health and Environmental Conservation and the United States Environmental Protection Agency) and copies of all such permits or approvals shall be provided to the SCDPW; and

i) County of Nassau shall be responsible for ensuring compliance with all laws, rules, regulations, permits and approvals; and

j) County of Nassau shall provide any technical information necessary for County of Suffolk to comply with State and Federal environmental laws, and County of Suffolk shall rely on such information in filing any reports required by environmental laws; and

k) Prior to commencement of any spraying, the County of Nassau shall complete any necessary review under the State Environmental Quality Review Act, N.Y. Environmental Conservation Law Article 8; and

l) The SCDPW's Services shall be provided subject to availability of SCDPW staff and equipment, as determined in the sole discretion of the Suffolk County Commissioner of Public Works, or his designee

- m) The Suffolk County Commissioner of Public Works, or his designee, shall have the ability to redirect the use of SCDPW Staff and equipment at any time, if deemed necessary in his sole discretion, notwithstanding the County of Nassau's decision to undertake a specific vector control spray event; and
- n) The County of Nassau shall reimburse the County of Suffolk for all of its actual costs in providing the services, including, but not limited to labor costs, overtime costs, and meal costs, and, at the discretion of the Suffolk County Commissioner of Public Works, a cost for any equipment used; and
- o) The Intermunicipal Agreement shall be in a form satisfactory to the Suffolk County Attorney and shall contain a requirement that the County of Nassau indemnify and maintain insurance (or provide evidence of self insurance) covering the subject activities; and
- p) The Intermunicipal Agreement shall contain an Indemnification and Defense Clause whereby the County of Nassau indemnifies the County of Suffolk, which shall read as follows:

Indemnification and Defense

- a. The County of Nassau shall protect, indemnify, and hold harmless the County of Suffolk, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the County of Nassau, including reimbursement of the cost of reasonable attorneys' fees incurred by the County of Suffolk, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with this Intermunicipal Agreement.
- b. The County of Nassau shall defend the County of Suffolk, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, this Intermunicipal Agreement. At the County of Suffolk's option, the County of Suffolk may defend any such proceeding or action and require the County of Nassau to pay reasonable attorneys' fees for the defense of any such suit.
- c. The above paragraphs a. and b. shall be included by the County of Nassau in any subcontract for vector control services whereby the subcontractor shall indemnify the County of Suffolk.
- d. For purposes of this paragraph, "County of Nassau" means the County of Nassau, its departments, agents, servants, officials, and employees;

and

q) Prior to the commencement of any spraying, the County of Nassau shall provide the SCDPW with evidence of insurance, as deemed necessary by the Suffolk County Attorney; and

r) The Intermunicipal Agreement shall be subject to a term ending on September 30, 2010, with two one-year options to renew in the discretion of both Counties; and, be it further

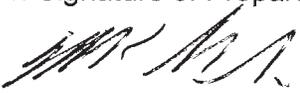
3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that the adoption of this law, which provides for municipal cooperation and sharing of resources but does not authorize any specific vector control activities, is a Type II action pursuant to Title 6 NYCRR Section 617.5(c) (20) and (27) since it constitutes a local legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. As a Type II action, the Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

County Executive of Suffolk County
Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation		
RESOLUTION NO. 2010, AUTHORIZING AN INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTIES OF SUFFOLK AND NASSAU PURSUANT TO SECTION 119-O OF THE GENERAL MUNICIPAL LAW FOR PROVISION OF VECTOR CONTROL ASSISTANCE		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> </u> No <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
N/A-- Upon future Intermunicipal Agreement		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
N/A-- Upon future Intermunicipal Agreement		
9. Timing of Impact		
Upon adoption and future Intermunicipal Agreement		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		August 3rd, 2010

SCIN FORM 175b (10/95)

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION
OF INTRODUCTORY RESOLUTION NO. 1821 - 2010**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1821 – 2010

**APPROVING THE APPOINTMENT OF A RELATIVE OF A COUNTY
LEGISLATOR IN THE SUFFOLK COUNTY DEPARTMENT OF LAW.**

**WHEREAS, IT IS ESSENTIAL THAT SAID INTRODUCTORY
RESOLUTION BE CONSIDERED IMMEDIATELY,**

**NOW, I, BRENDAN CHAMBERLAIN, DIRECTOR OF INTERGOVERNMENTAL
RELATIONS, CERTIFY PURSUANT TO ARTICLE II, SECTION 2-12(A), AND
ARTICLE III, SECTION 3-9 OF THE SUFFOLK COUNTY CHARTER, THAT
THERE EXISTS A NEED FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1821 – 2010, BECAUSE AT THE
REQUEST OF THE SPONSOR, THIS RESOLUTION IS BEING EXPEDITED.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
THIRD DAY OF AUGUST, 2010.**



BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

**RESOLUTION NO. -2010, APPROVING THE
APPOINTMENT OF A RELATIVE OF A COUNTY
LEGISLATOR IN THE SUFFOLK COUNTY DEPARTMENT
OF LAW**

WHEREAS, §A6-3(B) of the SUFFOLK COUNTY ADMINISTRATIVE CODE requires Legislative approval for the hiring or promotion of any relative of another County official as defined herein, or who is a relative of a County police official holding the rank of Captain or above, for a position not being filled pursuant to New York Civil Service Law competitive examinations or for promotional or supervisory positions in the Suffolk County Police Department, then such hiring or promoting shall not be effective unless or until it is approved by a resolution of the Suffolk County Legislature; and

WHEREAS, Elaine Barraga, daughter of County Legislator Thomas Barraga, has been offered employment in the Suffolk County Department of Law as a Principal Assistant County Attorney; now, therefore be it

1st RESOLVED, that the appointment of Elaine Barraga as a Principal Assistant County Attorney for the Suffolk County Department of Law is hereby approved pursuant to §A6-3(B) of the SUFFOLK COUNTY ADMINISTRATIVE CODE; and be it further

2nd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

Statement of Financial Impact on Proposed Suffolk County Legislation

IR Number: 1821 **IR Year:** 2010

Introduced By: Daniel Losquadro

Title of Proposed Resolution:

Approving the appointment of a relative of a County Legislator in the Suffolk County Department of Law.

Purpose and Intent of Proposed Legislation:

This resolution approves the appointment of Elaine Barraga, daughter of County Legislator Thomas Barraga, to the position of Principal Assistant County Attorney in the Suffolk County Department of Law (gr 34). This resolution is required pursuant to §A6-3(B) of the SUFFOLK COUNTY ADMINISTRATIVE CODE.

Detailed Explanation of Fiscal Impact:

Pursuant to the Exempt salary schedule, the total salary cost of this position for the remaining 11 payrolls in 2010 would be between \$36,047 and \$50,919 depending on the step. These funds are already included in the 2010 Operating Budget.

If applicable, what is the comparison cost if this is undertaken in-house, compared to an outside contractor or vendor?

N/A

Total Financial Cost and timing over five years on each affected political or other subdivision:

Assuming the position is filled at entry level step, the total salary and benefit costs of filling this position through 2014 would be approximately \$525,000.

Proposed Source of Funding:

General Fund (001-1420-1100)
Fund 39 (039); Retirement 9010-8280; FICA 9030-8330; Welfare 9080-8380;
Major med 9060-8360; Hospital 9061-8360; Drug claims 9062-8360

Total Estimated Financial Impact on all Funds, tax rates, and property tax:

These funds are already included in the 2010 Operating Budget.

Total Estimated Financial Impact on Suffolk County's economy including the impact on goods or services, economic development, small business activity, employment opportunities and overall business activity:

None

Authorized Signature



**Gail Vizzini, Director
Budget Review Office**

Date Completed

08/01/2010

Analyst Code

BP

ELAINE M. BARRAGA

West Islip, New York 11795

Cellular (631)
Home (631)

SUMMARY OF QUALIFICATIONS

Highly accomplished attorney with more than 16 years of litigation experience. Civil defense advocate known for ability to combine expert analytical, investigative, organizational, negotiation and courtroom litigation skills to prepare defense for civil actions in state and federal court. Proven case management abilities and a history of successful policy drafting and implementation. Forthright and assertive with a demonstrated ability to interact effectively with clients and adversaries and lead by example. Proven ability to relate to diverse workforce and client base.

PROFESSIONAL EXPERIENCE

Associate Counsel, Metropolitan Transportation Authority, NY, NY (2000-Present)
Proven ability to effectively represent the legal needs of the public authority and its agencies and subsidiaries. In-house counsel responsible for management and litigation of cases and legal matters including employee and labor relations issues. Formulate and interpret MTA policy and guidelines consistent with state and federal law. Proficient in all phases of federal and state court civil trial practice including: pre-trial discovery; depositions; and motion practice. Federal litigation includes: Section 1983 actions; FELA; FLSA; ADA and constitutional issues. Skilled in evaluating cases and developing appropriate legal strategies for each case. Supervise outside counsel in litigation matters.

Attorney, Robert P. Sweeney & Assoc., Uniondale, NY (1999-2000)
Responsible for all phases of trial practice with focus on appellate work and motion practice. Extensively interfaced with clients, examined complaints, analyzed legality of suits and prepared pleadings on behalf of clients.

Assistant Attorney General, NYS Attorney General (1995-1999)
Represented state agencies in federal and state trial and appellate courts. Extensive and diverse caseload including: employment discrimination; personal injury; prisoner litigation and administrative law. Responsible for all trial preparation including: depositions; discovery; motion practice; research and briefing; settlement negotiations; trial and appeal. Assisted and advised state agencies of legal updates and provided legal advice and analysis regarding policy and procedure.

Attorney, Suffolk County Attorney (1994-1995)
Responsible for legal oversight of Suffolk County real estate transactions from acquisition of land by Suffolk County through the sale of the property at public auction.

MILITARY

NEW YORK STATE GUARD, Brooklyn, NY

Major – JAG Corps (1998-2009)

13th Civil and Military Affairs Regiment/54th Civil and Military Affairs Brigade

- Served on active duty Operation WTC - assigned to NYG Taskforce Liberty, the NYG component of the 42nd Joint Taskforce Rainbow Hope.
- Awarded Defense of Liberty Medal & Device for active service following attack on America on 9/11 by Governor & Commander in Chief.

EDUCATION

JURIS DOCTOR, TOURO LAW CENTER, Central Islip, NY - 1993

BACHELOR OF ARTS, SIENA COLLEGE, Loudenville, NY – 1990

LEGAL LICENSES

- Admitted to the New York State Bar
- US District Court – Southern and Eastern Districts.