

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF  
INTRODUCTORY RESOLUTION NO. 1555- 2011**

**WHEREAS, INTRODUCTORY RESOLUTION NO. 1555 –  
2011 A LOCAL LAW FURTHER EXTENDING FIRST  
TIME HOMEOWNER COUNTY PROPERTY TAX  
EXEMPTION**

**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. 1555 – 2011, BECAUSE THE CURRENT FIRST TIME HOMEOWNER COUNTY  
PROPERTY TAX EXEMPTION ON NEWLY CONSTRUCTED PROPERTY EXPIRED  
DECEMBER 31<sup>ST</sup>, 2010. NEW YORK STATE HAS NOW PROVIDED COUNTIES WITH  
THE OPPORTUNITY TO ONCE AGAIN OPT INTO THIS LAW AND IT IS THE DESIRE  
OF SUFFOLK COUNTY TO DO IMMEDIATELY AS TO PASS THE BENEFITS OF THE  
PROGRAM ON TO ITS RESIDENTS AT THE EARLIEST POSSIBLE DATE.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND CAUSED TO  
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
TWENTY FIRST DAY OF JUNE, 2011.**

*Brendan R. Chamberlain*

**BRENDAN CHAMBERLAIN  
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

SUFFOLK COUNTY, N.Y.  
COUNTY CLERK'S OFFICE  
HARRISBURG

2011 JUN 20 P 3:54

RECEIVED

Intro. Res. No. 1555-2011  
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 6/7/2011

**RESOLUTION NO. -2011, ADOPTING LOCAL  
LAW NO. -2011, A LOCAL LAW FURTHER EXTENDING  
FIRST TIME HOMEOWNER COUNTY PROPERTY TAX  
EXEMPTION**

**WHEREAS**, there was duly presented and introduced to this County Legislature at a regular meeting held on \_\_\_\_\_, 2011, a proposed local law entitled, "**A LOCAL LAW FURTHER EXTENDING FIRST TIME HOMEOWNER COUNTY PROPERTY TAX EXEMPTION**;" and said local law in final form is the same as when presented and introduced; now, therefore be it

**RESOLVED**, that said local law be enacted in form as follows:

**LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK**

**A LOCAL LAW FURTHER EXTENDING FIRST TIME HOMEOWNER  
COUNTY PROPERTY TAX EXEMPTION**

**BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF  
SUFFOLK**, as follows:

**Section 1. Legislative Intent.**

This Legislature hereby finds and determines that, pursuant to New York Real Property Tax Law § 457, the County of Suffolk has offered a partial real property tax exemption for first time homeowners based on income in order to create a positive climate for economic growth and attracting future homeowners.

This Legislature further finds that the New York State Legislature recently amended New York Real Property Tax Law § 457 to allow local municipalities the option to extend the date at which a contract of sale must be signed by first time homeowners to be eligible for the program and to obtain the tax exemption.

Therefore, the purpose of this law is to reinstitute the local first time homeowner County property tax exemption in accordance with State law.

**Section 2. Amendment.**

Section 458-35 of the SUFFOLK COUNTY CODE is hereby amended to read as follows:

**CHAPTER 458, TAXATION**

**\* \* \* \* \***

**ARTICLE XIII**

**Exemption for First-Time Homeowners**

**\* \* \* \* \***

**§ 458-35. Applicability to newly constructed property; cutoff date for exemption.**

\* \* \* \*

- B. No exemption shall be allowed pursuant to this article for any newly constructed primary residential property purchased by a first-time homebuyer on or after December 31, [2010] 2016, unless such purchase is pursuant to a binding written contract entered into prior to December 31, [2010] 2016; provided, however, that any first-time homebuyer who is allowed an exemption pursuant to this article prior to such date shall continue to be allowed further exemptions pursuant to § 458-33 of this article.

**Section 3. Applicability.**

This law shall apply to assessment rolls prepared on the basis of taxable status dates occurring on or after January 1, 2012.

**Section 4. Filing.**

The Clerk of the Suffolk County Legislature is hereby directed to file a copy of this law with the State Board of Real Property Services and the ten (10) town assessors who prepare the assessment roll on which the taxes of this County are levied.

**Section 5. Severability.**

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

**Section 6. SEQRA Determination.**

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(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. 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 law.

**Section 7. Effective Date.**

This law shall take effect immediately upon filing in the Office of the Secretary of State.

[ ] Brackets denote deletion of language

— Underlining denotes addition of new language

DATED:

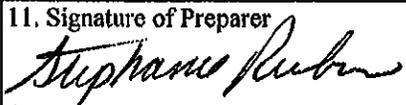
APPROVED BY:

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County Executive of Suffolk County

Date:

**STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION**

|  |   |                             |
|--|---|-----------------------------|
| 1. Type of Legislation   |   |                             |
| Resolution _____ Local Law <u>X</u> Charter Law _____  |   |                             |
| 2. Title of Proposed Legislation<br><b>A LOCAL LAW FURTHER EXTENDING FIRST TIME<br/>HOMEOWNER COUNTY PROPERTY TAX EXEMPTION</b>                    |   |                             |
| 3. Purpose of Proposed Legislation<br><b>SEE NO. 2 ABOVE</b>   |   |                             |
| 4. Will the Proposed Legislation Have a Fiscal Impact?      Yes ___ 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): <b>DAV</b> |
| Library District   | Fire District   |                             |
| 6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact<br><b>NO IMPACT – TAX WILL BE REDISTRIBUTED THROUGHOUT THE TOWN'S.</b> |   |                             |
| 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.<br><b>None</b>                                    |   |                             |
| 8. Proposed Source of Funding<br><b>None</b>   |   |                             |
| 9. Timing of Impact<br><b>Upon filing in the Office of the Secretary of State.</b>   |   |                             |
| 10. Typed Name & Title of Preparer<br>Stephanie Rubino<br>Chief Executive Analyst  | 11. Signature of Preparer<br> | 12. Date<br>June 21, 2011   |

SCIN FORM 175b (10/95)

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

**GENERAL FUND**

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

**POLICE DISTRICT AND DISTRICT COURT**

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

**COMBINED**

|       | 2011<br>PROPERTY TAX LEVY | 2011<br>COST TO AVG TAXPAYER | 2011 AV TAX<br>RATE PER \$100 | 2011 FEV TAX<br>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 2010.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

*Stephano Rubino*  
*Chief Executive Analyst*  
 6/20/11

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF  
INTRODUCTORY RESOLUTION NO. 1558 - 2011**

**WHEREAS, INTRODUCTORY RESOLUTION NO. 1558 - 2011**

**AUTHORIZING USE OF PROPERTY AT FRANCIS S.  
GABRESKI AIRPORT BY ESCAPE TO NEW YORK, LLC**

**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. 1558 - 2011, BECAUSE AN AMENDMENT WAS MADE TO THIS  
RESOLUTION AND THE EVENT WILL BE HELD BEFORE THE NEXT MEETING OF  
THE LEGISLATURE.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND CAUSED TO  
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
TWENTY FIRST DAY OF JUNE, 2011.**

*Brendan R. Chamberlain*

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**BRENDAN CHAMBERLAIN  
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

RECEIVED  
2011 JUN 17 P 3:14  
COUNTY LEGISLATURE  
SUFFOLK COUNTY, N.Y.  
HAUPTAUSSCHUSS

AMENDED COPY AS OF 6/17/11

Intro. Res. No. 1558-2011

Laid on Table 6/7/2011

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2011 AUTHORIZING USE OF  
PROPERTY AT FRANCIS S. GABRESKI AIRPORT BY  
ESCAPE TO NEW YORK, LLC**

**WHEREAS**, Escape to New York, LLC, a special events production company, has requested the use of 15.6 acres of property at Francis S. Gabreski Airport for the purpose of hosting a camping event August 1, 2011 through August 8, 2011; and

**WHEREAS**, the property will accommodate campgrounds, parking, security as well as sanitary facilities to accommodate the campers; and

**WHEREAS**, the use of this property is one part of the overall program which includes a weekend long festival to be held on property owned by the Shinnecock Nation. Campers will be transported to the festival grounds via shuttle bus; 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 \$35,000; now, therefore be it

**1<sup>st</sup> 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 Escape to New York, LLC and the County of Suffolk, in substantial accordance with the agreement annexed as Exhibit "A"; and be it further

**2<sup>nd</sup> 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 Title 6 NYCRR Part 617.5(c)(15)(20)(27), in that this legislative decision involves continuing agency administration and management for a minor temporary use of land having negligible or no permanent impact on the environment, as such, the County has no further responsibilities under SEQRA; and be it further

**3<sup>rd</sup> RESOVLED**, that in accordance with Section 279-5(C)(4) of the SUFFOLK COUNTY CODE, the Suffolk County Council on Environmental Quality is hereby directed to prepare and circulate any appropriate notices or determinations in accordance with this resolution.

DATED:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County

Date:

1558

**MEMORANDUM**

**TO:** Brendan Chamberlain, Director, Intergovernmental Relations  
Office of the County Executive

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

**DATE:** June 3, 2011

**SUBJECT:** **Resolution Authorizing Use of Property at Gabreski  
Airport by Escape to New York, LLC**  
\*\*\*\*\*

The Department of Economic Development and Workforce Housing requests the attached resolution to be introduced at the June 7<sup>th</sup> Legislative Meeting. The resolution authorizes the use of property at Francis S. Gabreski Airport by Escape to New York, LLC for the purposes of accommodating campers attending a locally held festival during the first week of August 2011.

This spring the Department was approached by Escape to New York, LLC requesting use of airport property for the week of August 1<sup>st</sup> through August 8<sup>th</sup>, 2011. Due to the complex nature of the request the department required the applicant to address various security, health and safety issues prior to submitting the application for review by the Airport Conservation and Assessment Panel. The Panel reviewed the application on June 1<sup>st</sup> and made their recommendations to the County Executive, County Legislature and the Council on Environmental Quality (CEQ). CEQ will review the project on June 15, 2011.

Attached please find the draft resolution, the License Agreement, and the required SCIN 175a and 175b. Electronic copies have been filed in accordance with ADH 05-2011.

Thank you.

CEF/kmb  
Attachments

cc: Chris Kent, Chief Deputy County Executive  
Eric A. Kopp, Assistant Deputy County Executive  
Yves R. Michel, Commissioner  
Tony Ceglie, Francis S. Gabreski Airport Manager

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   |  |                  |
| <b>AUTHORIZING USE OF PROPERTY AT FRANCIS S. GABRESKI AIRPORT BY<br/>ESCAPE TO NEW YORK, LLC</b>       |  |                  |
| 3. Purpose of Proposed Legislation   |  |                  |
| 4. Will the Proposed Legislation Have a Fiscal Impact? <b>Yes</b> <u>  X  </u> <b>No</b> <u>      </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 <input type="checkbox"/> |                  |
| 6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact                            |  |                  |
| <b>License Agreement revenue of \$35,000</b>   |  |                  |
| 7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.       |  |                  |
| 8. Proposed Source of Funding  |  |                  |
| 9. Timing of Impact  |  |                  |
| Immediate  |  |                  |
| 10. Typed Name & Title of Preparer   | 11. Signature of Preparer              | 12. Date         |
|  |  |                  |

SCIN FORM 175b (10/95)

Revised  
Back-up

1558

**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** made as of the \_\_\_ day of \_\_\_\_, 2011, by and between the **COUNTY OF SUFFOLK** ("**County**"), a municipal corporation of the State of New York, having its principal office at the County Center in Riverhead, New York, 11901, acting through its duly constituted **DEPARTMENT OF ECONOMIC DEVELOPMENT AND WORKFORCE HOUSING, AVIATION DIVISION** ("**Department**"), located at Francis S. Gabreski Airport, Westhampton Beach, New York, 11978, and **ESCAPE TO NEW YORK, LLC** (hereinafter Escape to New York), whose address is 9 Disraeli Road, London SW15 2DR.

**WITNESSETH:**

1. **DESCRIPTION.** County hereby grants to Escape to New York 15.6 acres for vehicle parking and tent camping at Francis S. Gabreski Airport, Westhampton Beach, New York (hereinafter "**Premises**") depicted on the map attached hereto as **Exhibit A**.
2. **TERM.** EIGHT (8) days, commencing August 1, 2011 and ending August 8, 2011.
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. \_\_\_\_\_-2011 of the Suffolk County Legislature, for the purpose and intent of vehicle parking and overnight camping. The resolution is incorporated herein by reference. Escape to New York has examined the same is fully aware of the intended purpose thereof, and that Escape to New York use of the Premises shall be for the sole purpose of vehicle parking and overnight camping 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 Escape to New York. Escape to New York's right to occupy the Premises shall continue only so long as Escape to New York shall comply strictly and promptly with each and all of the undertakings, provisions, covenants, agreements, stipulations, and conditions contained herein.

This License permits Escape to New York 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. Escape to New York 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 **\$35,000.00** shall be paid, in advance, by July 18, 2011 to County at the Airport Management Office, located at Francis S. Gabreski Airport, Westhampton Beach, New York. In addition, Escape to New York further agrees to provide the sum of \$2,500.00 payable in advance, as security for the clean-up of the Premises, if and as necessary, and the performance by Escape to New York 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 Escape to New York, shall be returned to Escape to New York upon a determination by Airport Management that the Premises has been restored to its original condition.

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

5. **DUTIES.** A) On or before July 18, 2011 Escape to New York shall submit to Airport Management a "**Site Plan**" indicating the camp layout, traffic flows and parking, and separate security plan (including lighting, fencing, marking, and communications) in addition to details relating to sanitary arrangements, and post event 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) Escape to New York acknowledges that this License is for use of the Premises in "as is" condition and it is the sole obligation of Escape to New York 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. There shall be no use of the Airport property except where designated by Airport Management.

D) Escape to New York 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 Escape to New York.

E) Escape to New York 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 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) Escape to New York at its expense, will provide for the removal of all garbage and refuse from the Premises, and shall surrender the Premises in a clean condition, similar to that when occupation commenced, reasonable wear expected.

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

H) Escape to New York hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by Escape to New York resulting from fire, water, storm, tornadoes, civil commotion, riots, acts of God or other disasters. Escape to New York expressly waives all rights, claims and demands and forever releases and discharges

the people of the State of New York, the County of Suffolk, the Suffolk County Department of Economic Development and Workforce Housing and their officers, employees, and agents from any and all demands, claims, actions and causes of action arising from any of the enumerated causes whatsoever. In the event of inclement weather, Escape to New York expressly waives the right to request a rescheduling of events.

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

J) Tents or other types of weather coverings must be free standing, or secured to the ground, and must not be tied, nailed, screwed, or attached in any form to fences, trees, or shrubs.

K) No open fires are permitted.

L) The possession of firearms and fireworks are prohibited.

M) There shall be no obstruction of vehicular traffic or airport operations.

N) No paintballs or paintball guns are permitted on the Premises.

O) No pesticides shall be applied to the Airport property except with the written authorization of Airport Management; provided, however, that the use of pesticides within the confines of any shelter or tent, or the direct application on to a person is not prohibited.

6. **ALTERATIONS.** Escape to New York 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**. Traffic control and security personnel shall be provided by Escape to New York 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) Escape to New York 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. Escape to New York 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 Escape to New York 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) Escape to New York 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 Escape to New York, 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) Escape to New York 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 Escape to New York or any of its employees, servants or agents in connection with the Premises; and in the event of any such violation or in case the County or its representatives shall deem any conduct on the part of Escape to New York, its employees, servants or agents to be objectionable or improper, the County shall have the right and power, and is hereby authorized by Escape to New York, to at once declare this License terminated without notice to Escape to New York.

C) Escape to New York hereby represents and warrants that Escape to New York, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the term of this License. Furthermore, Escape to New York 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 Escape to New York in connection with the services described or referred to in this License. Escape to New York 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 Escape to New York, 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.** No later than **July 18, 2011** Escape to New York 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. All Certificates of Insurance shall name the County of Suffolk as a Certificate Holder and as an Additional Insured. Unless otherwise specified by the County and agreed to by Escape to New York, 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 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 aw. In accordance with General Municipal Law §108, this License shall be void and of no effect unless Escape to New York shall provide and maintain coverage during the term of this License or the benefit of such employees required to be covered by the provisions of the Workers' Compensation Law.
- iii. **AUTOMOBILE LIABILITY INSURANCE**, if any vehicles are used in connection with the use of the Premises leased hereunder in an amount not less than Five Million (\$5,000,000) combined single limit for bodily injury and property damage per occurrence. Such insurance shall cover all owned, scheduled, hired and non-owned vehicles.

A) 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.

B) Prior to the commencement of this License, Escape to New York shall furnish the County with Declaration Pages and/or Endorsements 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 Escape to New York shall furnish a Declaration Page, endorsement page and certificate of insurance evidencing the County's status as an additional insured on said policy. Escape to New York 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.

C) 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 Escape to New York notice in writing.

12. **NEGATIVE COVENANTS.** Escape to New York 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) Escape to New York shall furnish to Airport Management no later than **July 18, 2011** 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.

B) Escape to New York 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 ESCAPE TO NEW YORK'S FAILURE.** Failure of Escape to New York 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 seven (7) 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 Escape to New York 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; (iv) failure to comply with any obligations under this License. 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 Escape to New York shall, as of such earlier termination date, quit and surrender the Premises to Airport Management. It is further agreed that, upon termination Escape to New York shall remove all its equipment and property within forty-eight (48) hours. Any equipment or property of Escape to New York 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.** Escape to New York 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.** Escape to New York warrants that it is not in arrears to the County upon debt or contract and are not in default as surety, contractor or otherwise on any obligation to or contract with the County of Suffolk.
19. **FIRE, FLOOD OR STRIKE.** Neither party shall be liable for failure to perform its part of this License when such failure is due to fire, flood, strikes or similar labor disturbances, industrial disturbances, wars, riots, insurrection, Acts of God and/or other causes beyond the control of the parties.
20. **HAZARDOUS SUBSTANCES AND WASTE.** Escape to New York 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 C 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.** Escape to New York 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, Escape to New York 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 Escape to New York or to constitute Escape to New York or Escape to New York'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 Escape to New York nor any of its guests or invitees shall have any claim against them or any of them as individuals in any event whatsoever.
25. **NO IMPLIED WAIVER.** No failure or delay by either party in enforcing any right or remedy under this License shall be construed as a waiver of any future or other exercise of such right or remedy.
26. **GOVERNING LAW.** This License shall be construed and interpreted in accordance with the laws of the State of New York, and without regard to its conflict of laws provisions. Venues shall be designated as Suffolk County, New York or the United States District Court for the Eastern District of New York.
27. **COOPERATION ON CLAIMS.** Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this License.
28. **NO REPRESENTATIONS.** Neither party has made any representations or promises, except as contained herein, or in some further writing signed by the parties, making such representation or promise.
29. **SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS:** The Parties agree to be bound by the terms of the Suffolk County Legislative Requirements, annexed hereto as "Appendix A," and made a part hereof.
30. **COUNTERPARTS.** This License may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same Agreement.
31. **NO CREDIT.** Escape to New York 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.

**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**

**ESCAPE TO NEW YORK, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Deputy County Executive

FRED FELLOWES  
Owner/Director

Date: \_\_\_\_\_

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: \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2011 before me, the undersigned, personally appeared \_\_\_\_\_, 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

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

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

\_\_\_\_\_  
Notary Public

**EXHIBIT B**

**SUFFOLK COUNTY FORM 22**

**CONTRACTOR'S VENDOR'S PUBLIC DISCLOSURE STATEMENT**

## EXHIBIT C

### *Suffolk County Legislative Requirements*

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

The Contractor represents and warrants that it has filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

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

#### 2. **Living Wage Law**

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

The Contractor represents and warrants that it has read and shall comply with the requirements of Suffolk County Code Chapter 347, Suffolk County Local Law No. 12-2001, the Living Wage Law.

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

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

#### 3. **Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003**

The Contractor represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Local Laws, "Use of County Resources to Interfere with Collective Bargaining Activities". County Contractors (as defined) shall comply with all requirements of Local Law No. 26-2003 including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If Contractor services are performed on County property the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, nonintimidation agreement and a majority authorization card agreement.

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

Under the provisions of Local Law No. 26-2003, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this Law.

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

#### **4. Lawful Hiring of Employees Law**

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

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

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

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

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

The Contractor represents and warrants that it has read, is in compliance with, and shall comply with the requirements of Suffolk County Code Chapter 234, Suffolk County Local Law No. 52-2006, the Lawful Hiring of Employees Law.

**Required Forms:** Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled "Suffolk County Department of Labor --"Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. SECTION 1324a) With Respect To Lawful Hiring of Employees"

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

## **5. Gratuities**

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

this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

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

The Contractor represents that it is in compliance with Suffolk County Administrative Code Article IV, §§A4-13 and A4-14, found in Suffolk County Local Law No. 20-2004, entitled "A Local Law To Amend Local Law No. 5-1993, To Prohibit The County of Suffolk From Contracting With Corporations That Reincorporate Overseas." Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

**7. Child Sexual Abuse Reporting Policy**

The Contractor agrees to comply with Chapter 577, Article IV, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy", as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of this Agreement with regard to child sexual abuse reporting policy.

**8. Non Responsible Bidder**

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

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

Pursuant to the Suffolk County Code Section §590-3, the Contractor represents that it shall not use any of the moneys received under this Agreement, either directly or indirectly, in connection with the prosecution of any civil action against the County of Suffolk or any of its programs, funded by the County, in part or in whole, in any jurisdiction or any judicial or administrative forum.

**10. Suffolk County Local Laws**

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links."

End of Text for Exhibit C

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF  
INTRODUCTORY RESOLUTION NO. - 2011**

1610

**WHEREAS, INTRODUCTORY RESOLUTION NO. - 2011**

**ADVANCING FUNDING FOR THE LONG ISLAND  
PHILHARMONIC ANNUAL SUMMER CONCERT**

**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. - 2011, BECAUSE IT IS NECESSARY FOR THE COUNTY OF SUFFOLK TO  
ADVANCE \$70,000 TO THE ISLIP ARTS COUNCIL TO INSURE THAT THE  
PHILHARMONIC'S 33<sup>RD</sup> ANNUAL CONCERT AT HECKSCHER STATE PARK  
HAPPENS IN 2011**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND CAUSED TO  
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
TWENTY FIRST DAY OF JUNE, 2011.**

*Brendan R. Chamberlain*

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**BRENDAN CHAMBERLAIN  
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

2011 JUN 20 A 10:53  
COUNTY LEGISLATURE  
SUFFOLK COUNTY, N.Y.  
CLERK'S OFFICE

RECEIVED

**RESOLUTION NO. -2011, ADVANCING FUNDING FOR THE  
LONG ISLAND PHILHARMONIC ANNUAL SUMMER CONCERT**

**WHEREAS**, the Long Island Philharmonic's annual concert at Heckscher State Park in East Islip is one of Suffolk County's best summer traditions; and

**WHEREAS**, tens of thousands of Suffolk County residents attend the Long Island Philharmonic's performance each year; and

**WHEREAS**, the Suffolk County Legislature included \$70,000 in the 2011 Operating Budget for the Islip Arts Council, for the express purpose of funding the Long Island Philharmonic's concert in Heckscher State Park on July 16, 2011; and

**WHEREAS**, as a general practice, the County of Suffolk does not advance the full amount of funding to contract agencies but rather reimburses the agencies for actual expenses incurred; and

**WHEREAS**, the Islip Arts Council does not have sufficient resources to pay the Philharmonic in the first instance; and

**WHEREAS**, it is necessary for the County of Suffolk to advance \$70,000 to the Islip Arts Council to insure that the Philharmonic's 33<sup>rd</sup> annual concert at Heckscher State Park happens in 2011; now, therefore be it

**1st RESOLVED**, that the Department of Economic Development and Workforce Housing is hereby authorized, empowered and directed to advance the \$70,000 included in the 2011 Operating Budget for the Islip Arts Council (Fund 192, Department of Economic Development and Workforce Housing, Unit 6414, Activity BBU1) to the Islip Arts Council by July 8, 2011; and be it further

**2nd RESOLVED**, that the Suffolk County Treasurer and the Suffolk County Comptroller are hereby authorized and empowered to take all actions necessary to facilitate the advance of the above described funds to the Islip Arts Council by July 9, 2011; and be it further

**3rd RESOLVED**, that this resolution shall not be construed as to relieve the Islip Arts Council from its obligation to submit bills, invoices and all other required documents to the County of Suffolk; and be it further

**4th 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.



**Statement of Financial Impact on Proposed Suffolk County Legislation**

**IR Number:** 1610

**IR Year:** 2011

**Introduced By:** Presiding Officer Lindsay

**Title of Proposed Resolution:**

**Advancing Funding for the Long Island Philharmonic Annual Summer Concert.**

**Purpose and Intent of Proposed Legislation:**

This resolution directs the Department of Economic Development and Workforce Housing to advance the \$70,000 included in the 2011 Operating Budget for the Long Island Philharmonic Annual Summer Concert (Fund 192, Department of Economic Development and Workforce Housing, Unit 6414, Activity BBU1) to the Islip Arts Council by July 8, 2011 to ensure that resources are available for the concert to take place.

**Detailed Explanation of Fiscal Impact:**

There is no fiscal impact as these funds are included in the Adopted 2011 Operating Budget. This resolution shall not be construed as to relieve the Islip Arts Council from its obligation to submit bills, invoices and all other required documents to the County of Suffolk

**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:**

None

**Proposed Source of Funding:**

Fund 192-Hotel & Motel Tax (Cultural & Historic Svcs)

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

None

**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:**

Events of this kind are intended to stimulate the local economy by increasing tourism and attracting customers to local businesses

**Authorized Signature**



**Gail Vizzini, Director  
Budget Review Office**

**Date Completed**

6/20/2011

**Analyst Code**

BP

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF  
INTRODUCTORY RESOLUTION NO. 1616 - 2011**

**AMENDING RESOLUTION 307-2011, ESTABLISHING A COMMISSION  
TO ADDRESS STATE AID REDUCTIONS AND PRESERVE HEALTH  
SERVICES IN SUFFOLK COUNTY, TO EXTEND THE REPORTING  
DEADLINE**

**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. 1616 - 2011, BECAUSE THE WORK OF THE COMMITTEE IS NOT  
COMPLETED AND ADDITIONAL TIME IS NECESSARY.**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND CAUSED TO  
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
TWENTY FIRST DAY OF JUNE, 2011.**



**BRENDAN CHAMBERLAIN  
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

2011 JUN 21 A 9:49

1616  
Intro. Res. No. -2011  
Introduced by Legislator Cooper

Laid on Table 6/21/11

**RESOLUTION NO. -2011, AMENDING RESOLUTION NO. 307-2011, ESTABLISHING A COMMISSION TO ADDRESS STATE AID REDUCTIONS AND PRESERVE HEALTH SERVICES IN SUFFOLK COUNTY, TO EXTEND THE REPORTING DEADLINE**

**WHEREAS**, Resolution No. 307-2011 established the Suffolk County Commission to Preserve Public Health to examine public health appropriations in the 2011 Operating Budget and recommend \$20 million in cost savings to protect the delivery of health services in the County following the disallowances set forth by New York State Department of Health; and

**WHEREAS**, the Commission has determined that it will need more time to complete their report; now, therefore be it

**1st RESOLVED**, that the 9<sup>th</sup> RESOLVED clause of Resolution No. 307-2011 is hereby amended as follows:

9<sup>th</sup> **RESOLVED**, that the Commission shall submit a written report detailing its recommendations to the Legislature and County Executive, no later than [June 15, 2011] August 2, 2011; and be it further

; and be it further

**2nd RESOLVED**, that all other terms and conditions of Resolution No. 307-2011 shall remain in full force and effect; and be it further

**3rd 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:

s:\res\r-amend state health aid reduction commission deadline

**Statement of Financial Impact on Proposed Suffolk County Legislation**

**IR Number:** 1616

**IR Year:** 2011

**Introduced By:** Jon Cooper

**Title of Proposed Resolution:**

**Amending Resolution No. 307-2011, Establishing a Commission to Address State Aid Reductions and Preserve Health Services in Suffolk County, to Extend the Reporting Deadline**

**Purpose and Intent of Proposed Legislation:**

This resolution extends the deadline for the Commission to Address State Aid Reductions and Preserve Health Services in Suffolk County to submit its written report, from June 15, 2011 to August 2, 2011.

**Detailed Explanation of Fiscal Impact:**

There is no fiscal impact for the change in the filing date for the written report of the commission.

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

Not Applicable.

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

None.

**Proposed Source of Funding:**

None.

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

None.

**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**

**Date Completed**

6/21/2011

**Analyst Code**

CF

**Gail Vizzini, Director Budget Review**

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF  
INTRODUCTORY RESOLUTION NO. - 2011**

1618  
**WHEREAS, INTRODUCTORY RESOLUTION NO. - 2011  
AMENDING RESOLUTION NO. 483-2011 IN  
CONNECTION WITH THE PURCHASE AND  
REPLACEMENT OF HEAVY DUTY AND SPECIALTY  
EQUIPMENT COUNTYWIDE (CP 3421)**

**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. - 2011, BECAUSE A TECHNICAL CORRECTION IS REQUIRED TO  
IMPLEMENT RESOLUTION 483-11.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND CAUSED TO  
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS  
TWENTY FIRST DAY OF JUNE, 2011.**



**BRENDAN CHAMBERLAIN  
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

1618  
Intro. Res. No. -2011

Laid on Table 6/21/11

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2011, AMENDING RESOLUTION NO. 483-2011 IN CONNECTION WITH THE PURCHASE AND REPLACEMENT OF HEAVY DUTY AND SPECIALTY EQUIPMENT COUNTYWIDE (CP 3421)**

**WHEREAS**, Resolution No. 483-2011 appropriated funds for the Purchase and Replacement of Heavy Duty and Specialty Equipment Countywide; and

**WHEREAS**, an intermunicipal agreement (IMA) must be authorized and executed with the various agencies receiving the equipment; now, therefore be it

**1<sup>st</sup> RESOLVED**, that a 7<sup>th</sup> Resolved clause of Resolution No. 483-2011 is hereby added to read as follows:

**7<sup>th</sup> RESOLVED**, that the County Executive and or designee is hereby authorized to execute an intermunicipal agreement with various Fire, EMS, and Communications agencies countywide under Section 119-0 of the NEW YORK GENERAL MUNICIPAL LAW.

**2<sup>nd</sup> RESOLVED**, that all other terms and conditions of Resolution No. 483-2011 shall remain in full force and effect; and be it further

**3<sup>rd</sup> RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") Section 617.5 (c) (25) and (27), in that the resolution concerns purchase of furnishings, equipment and supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; as a Type II action, the Legislature has no further responsibilities under SEQRA.

[ ] Brackets denote deletion of existing language

\_\_\_ Underlining denotes addition of new language

DATED:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

|  |   |                  |
|--|---|------------------|
| 1. Type of Legislation   |   |                  |
| Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____   |   |                  |
| 2. Title of Proposed Legislation   |   |                  |
| <b>RESOLUTION NO. -2011, AMENDING RESOLUTION NO. 483-2011 IN CONNECTION WITH THE PURCHASE AND REPLACEMENT OF HEAVY DUTY AND SPECIALTY EQUIPMENT COUNTYWIDE (CP 3421)</b> |   |                  |
| 3. Purpose of Proposed Legislation   |   |                  |
| See No. 2 above.   |   |                  |
| 4. Will the Proposed Legislation Have a Fiscal Impact?      Yes ___ No <input checked="" type="checkbox"/>   |   |                  |
| 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  |   |                  |
| 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 adoption.   |   |                  |
| 10. Typed Name & Title of Preparer   | 11. Signature of Preparer   | 12. Date         |
| Nicholas Paglia<br>Executive Technician  |  | June 20th, 2011  |

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT  
2012 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

**GENERAL FUND**

|              | 2012<br>PROPERTY TAX LEVY | 2012<br>COST TO AVG TAXPAYER | 2012 AV TAX<br>RATE PER \$100 | 2012 FEV TAX<br>RATE PER \$1000 |
|--------------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| <b>TOTAL</b> | <b>\$0</b>                | <b>\$0.00</b>                |                               | <b>\$0.000</b>                  |

**POLICE DISTRICT AND DISTRICT COURT**

|              | 2012<br>PROPERTY TAX LEVY | 2012<br>COST TO AVG TAXPAYER | 2012 AV TAX<br>RATE PER \$100 | 2012 FEV TAX<br>RATE PER \$1000 |
|--------------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| <b>TOTAL</b> | <b>\$0</b>                | <b>\$0.00</b>                |                               | <b>\$0.000</b>                  |

**COMBINED**

|              | 2012<br>PROPERTY TAX LEVY | 2012<br>COST TO AVG TAXPAYER | 2012 AV TAX<br>RATE PER \$100 | 2012 FEV TAX<br>RATE PER \$1000 |
|--------------|---------------------------|------------------------------|-------------------------------|---------------------------------|
| <b>TOTAL</b> | <b>\$0</b>                | <b>\$0.00</b>                |                               | <b>\$0.000</b>                  |

**NOTES:**

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Intro. Res. No. 1567-2011  
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 6/7/2011

**RESOLUTION NO. 483 -2011, AMENDING THE 2011  
CAPITAL BUDGET AND PROGRAM AND APPROPRIATING  
FUNDS IN CONNECTION WITH THE PURCHASE AND  
REPLACEMENT OF HEAVY DUTY AND SPECIALTY  
EQUIPMENT COUNTYWIDE (CP 3421)**

**WHEREAS**, various fire, EMS, and communication agencies Countywide are in need of heavy duty and specialty equipment; and

**WHEREAS**, the equipment to be replaced is either at the end of its' useful life or is outdated; and

**WHEREAS**, the need exists to replace this equipment at the benefit to the County; and

**WHEREAS**, sufficient funds are not included in the 2011 Capital Budget and Program to cover the costs of said request under Capital Program 3421 and, pursuant to Suffolk County Charter Section C4-13, an offsetting authorization must be provided from another capital project; and

**WHEREAS**, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2011 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

**WHEREAS**, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$285,000 in Suffolk County Serial Bonds; now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") Section 617.5 (c) (25) and (27), in that the resolution concerns purchase of furnishings, equipment and supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

**2<sup>nd</sup>** **RESOLVED**, that it is determined that this program with a priority ranking of forty-eight (48) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

**3<sup>rd</sup>** **RESOLVED**, that the 2011 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5510  
Project Title: County Share for Reconstruction of CR 3

|                 |                               |  |  |
|-----------------|-------------------------------|--|--|
|                 | Total<br>Est'd<br><u>Cost</u> | Current<br>2011<br>Capital<br>Budget &<br><u>Program</u> | Revised<br>2011<br>Capital<br>Budget &<br><u>Program</u> |
| 3. Construction | \$19,965,000                  | \$1,144,000B   | \$859,000B   |
| TOTAL           | \$29,571,000                  | \$5,720,000  | \$5,435,000  |

Project No.: 3421  
Project Title: Heavy Duty and Specialty Equipment Countywide

|                          |                               |  |  |
|--------------------------|-------------------------------|--|--|
|                          | Total<br>Est'd<br><u>Cost</u> | Current<br>2011<br>Capital<br>Budget &<br><u>Program</u> | Revised<br>2011<br>Capital<br>Budget &<br><u>Program</u> |
| 5. Furniture & Equipment | \$285,000                     | \$0  | \$285,000B   |
| TOTAL                    | \$285,000                     | \$0  | \$285,000  |

and be it further

6<sup>th</sup> **RESOLVED**, that the proceeds of \$285,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

|                         |             |  |               |
|-------------------------|-------------|--|---------------|
| <u>Project No.</u>      | <u>J.C.</u> | <u>Project Title</u>                             | <u>Amount</u> |
| 525-CAP-3421.511        | 29          | Heavy Duty and Specialty<br>Equipment Countywide | \$285,000     |
| (Fund 001-Debt Service) |             |  |               |

DATED:

APPROVED BY:

\_\_\_\_\_  
County Executive of Suffolk County

Date: