

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF
INTRODUCTORY RESOLUTION NO. 1867 - 2011**

WHEREAS, INTRODUCTORY RESOLUTION NO. 1867 -- 2011

**RESOLUTION NO. - 2011, AMENDING THE 2011
CAPITAL BUDGET AND PROGRAM AND
AUTHORIZING THE PURCHASE AND ACQUISITION
OF A PORTION OF A CERTAIN PARCEL OF REAL
PROPERTY FOR MUNICIPAL PURPOSES, LOCATED
ON THE SOUTH SIDE OF SOUND SHORE ROAD,
TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW
YORK (SCTM NO. 0600-021.00-01.00-001.004 P/O) (CP
7143)**

**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. 1867 - 2011, BECAUSE CONTRACTS FOR THE ACQUISITION AND
DISPOSITION OF SAID PROPERTIES WERE PREPARED BY THE OFFICE OF THE
COUNTY ATTORNEY AND EXECUTED BY THE OWNER OF THE SUBJECT
PROPERTIES AND THE COUNTY WISHES TO EXPEDITE THIS RESOLUTION.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND CAUSED TO
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
11th DAY OF OCTOBER, 2011.**

RECEIVED
2011 OCT - 7 A 11: 01
COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPTBAU



**BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS**

Amended 10/11/2011

Intro. Res. No. 1867-2011

Laid on Table 10/11/2011

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2011, AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM AND AUTHORIZING THE PURCHASE AND ACQUISITION OF A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY FOR MUNICIPAL PURPOSES, LOCATED ON THE SOUTH SIDE OF SOUND SHORE ROAD, TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK (SCTM NO. 0600-021.00-01.00-001.004 P/O) (CP 7143)

WHEREAS, the Department of Public Works of the County of Suffolk has prepared maps entitled "Survey Map of Property Reputedly of North Fork Preserve Co., at Northville, Town of Riverhead, Suffolk County, New York"; and

WHEREAS, sufficient funds are not included in the 2011 Capital Budget and Program to cover the cost of said request 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 and as amended by Resolution No. 461-2006 has established a priority ranking system 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 \$270,000 in Suffolk County Serial Bonds; and

WHEREAS, Resolution No. 686-2011 and Introductory Resolution No. 1713-2011 authorizes planning steps for the acquisition of said properties; and

WHEREAS, contracts for the acquisition and disposition of said properties were prepared by the Office of the County Attorney and executed by the owner of the subject properties and the Director of the Division of Real Property Acquisition and Management of the Suffolk County Department of Environment and Energy, and approved as to legality by the Office of the County Attorney, a copy of which is annexed hereto as Exhibit "A"; and

WHEREAS, it was subsequently determined that a small road-front portion of the subject parcel consisting of approximately 4.00 acres would be better suited if acquired in fee simple for municipal purposes and use of said portion for municipal purposes would not adversely impact the surrounding environment; and

WHEREAS, a map and description depicting that portion of the subject parcel better suited for municipal purposes is attached hereto and marked as Exhibit "B"; and

WHEREAS, appraisals for the subject parcel were prepared by independent fee appraisal consultants and professionally reviewed by an employee of the Suffolk County Department of Public Works who holds a New York State General Real Estate Appraiser license; and

WHEREAS, said New York State General Real Estate Appraiser determined that the fee simple purchase price of Two Hundred Seventy Thousand & 00/100 (\$270,000.00) Dollars reflects the fair and reasonable purchase value of the parcel described in Exhibit "B" attached hereto; now, therefore be it

1st **RESOLVED**, that this action is an unlisted action pursuant to SEQRA, and that the actions will not have a significant adverse impact on the environment for the following reasons:

1. The proposed action will not exceed any of the criteria of Title 6 NYCRR Part 617.7, which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form; and
2. The proposed action does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and the Suffolk County Code; and
3. The proposed action will alleviate flooding in and around the project area; and
4. A copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and
5. That in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 279-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution;

and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of forty-two (42) 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

3rd **RESOLVED**, that the County of Suffolk hereby approves the acquisition and disposition of the subject properties more fully described in Exhibit "B" annexed hereto; and be it further

4th **RESOLVED**, that the County of Suffolk hereby approves payment of all of the expenses for the acquisition of the subject property more fully described in Exhibit "B" attached hereto out of Capital Program No. 7143; and be it further

5th **RESOLVED**, that the Commissioner of the Suffolk County Department of Public Works or his designee, is hereby authorized, empowered, and directed to purchase in fee simple the subject property more fully described in Exhibit "B" attached hereto for the sum of Two Hundred Seventy Thousand & 00/100 Dollars (\$270,000.00) pursuant to its Rules, Regulations, and Procedures; and be it further

525-CAP-7143.210
(Fund 001-Debt Service)

50

Acquisition of Property Abutting
Sound Shore Road for Municipal
Purposes, Town of Riverhead

\$270,000

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

6th **RESOLVED**, that the County Comptroller and the County Treasurer are hereby authorized to reserve and to pay the sum of Two Hundred Seventy Thousand & 00/100 Dollars (\$270,000.00) from funds previously appropriated to Capital Project No. 5571; and be it further

7th **RESOLVED**, that the Commissioner of the Suffolk County Department of Public Works or his designee, is hereby authorized, empowered, and directed to take such actions and to pay such additional expenses as may be necessary and appropriate to consummate such acquisition and disposition, including, but not limited to, securing appraisals, title insurance and title reports, obtaining surveys, engineering reports and environmental audits, making tax adjustments and executing such other documents as are required to acquire and dispose of such County interests in the subject properties more fully described in Exhibit "B" attached hereto; and be it further

8th **RESOLVED**, that the 2011 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5571
 Project Title: Safety Improvements on CR 48, Middle Road and Cox Neck Road

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5571	50	Safety Improvements on CR 48, Middle Road and Cox Neck Road	\$270,000

	<u>Total Est'd Cost</u>	<u>Current 2011 Capital Budget & Program</u>	<u>Revised 2011 Capital Budget & Program</u>
5571	\$0	\$270,000	\$0
TOTAL	\$0	\$270,000	\$0

Project No.: TBD
 Project Title: Acquisition of Property Abutting Sound Shore Road for Municipal Purposes, Town of Riverhead

	<u>Total Est'd Cost</u>	<u>Current 2011 Capital Budget & Program</u>	<u>Revised 2011 Capital Budget & Program</u>
Land Acquisition	\$270,000	\$0	\$270,000
TOTAL	\$270,000	\$0	\$270,000

and be it further

9th **RESOLVED**, that the proceeds of \$270,000 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>
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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		
<p>RESOLUTION NO. -2011, AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM AND AUTHORIZING THE PURCHASE AND ACQUISITION OF A PORTION OF A CERTAIN PARCEL OF REAL PROPERTY FOR MUNICIPAL PURPOSES, LOCATED ON THE SOUTH SIDE OF SOUND SHORE ROAD, TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK (SCTM NO. 0600-021.00-01.00-001.004 P/O) (CP 7143)</p>		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
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 5 is "yes", Provide Detailed Explanation of Impact		
SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SERVICE SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
2012		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Amy C Engel Senior Management Analyst	<i>Amy C Engel</i>	October 3, 2011

SCIN FORM 175b (10/95)

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

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$14,871	\$0.03		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$14,871	\$0.03		\$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.

Suffolk County
General Obligation Serial Bonds
Level Debt

Term of Bonds
Amount to Bond: 10-
12/01/2011

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2012	5.000%	\$5,141.82	\$9,729.37 \$4,772.04	\$14,871.18 \$4,772.04	\$14,871.18
11/1/2013	5.000%	\$5,327.10	\$4,772.04 \$4,676.06	\$10,099.14 \$4,676.06	\$14,871.18
11/1/2014	5.000%	\$5,519.06	\$4,676.06 \$4,576.62	\$10,195.12 \$4,576.62	\$14,871.18
11/1/2015	5.000%	\$5,717.94	\$4,576.62 \$4,473.60	\$10,294.56 \$4,473.60	\$14,871.18
11/1/2016	5.000%	\$5,923.98	\$4,473.60 \$4,366.87	\$10,397.58 \$4,366.87	\$14,871.18
11/1/2017	5.000%	\$6,137.45	\$4,366.87 \$4,256.29	\$10,504.32 \$4,256.29	\$14,871.18
11/1/2018	5.000%	\$6,358.61	\$4,256.29 \$4,141.72	\$10,614.90 \$4,141.72	\$14,871.18
11/1/2019	5.000%	\$6,587.74	\$4,141.72 \$4,023.03	\$10,729.46 \$4,023.03	\$14,871.18
11/1/2020	5.000%	\$6,825.13	\$4,023.03 \$3,900.06	\$10,848.16 \$3,900.06	\$14,871.18
11/1/2021	5.000%	\$7,071.07	\$3,900.06 \$3,772.65	\$10,971.13 \$3,772.65	\$14,871.18
11/1/2022	5.000%	\$7,325.88	\$3,772.65 \$3,640.66	\$11,098.53 \$3,640.66	\$14,871.18
11/1/2023	5.000%	\$7,589.86	\$3,640.66 \$3,503.91	\$11,230.52 \$3,503.91	\$14,871.18
11/1/2024	5.000%	\$7,863.36	\$3,503.91 \$3,362.24	\$11,367.27 \$3,362.24	\$14,871.18
11/1/2025	5.000%	\$8,146.71	\$3,362.24 \$3,215.45	\$11,508.95 \$3,215.45	\$14,871.18
11/1/2026	5.000%	\$8,440.28	\$3,215.45 \$3,063.38	\$11,655.73 \$3,063.38	\$14,871.18
11/1/2027	5.000%	\$8,744.42	\$3,063.38 \$2,905.83	\$11,807.80 \$2,905.83	\$14,871.18
11/1/2028	5.000%	\$9,059.52	\$2,905.83 \$2,742.60	\$11,965.35 \$2,742.60	\$14,871.18
11/1/2029	5.000%	\$9,385.98	\$2,742.60 \$2,573.49	\$12,128.58 \$2,573.49	\$14,871.18
11/1/2030	5.000%	\$9,724.20	\$2,573.49 \$2,398.29	\$12,297.69 \$2,398.29	\$14,871.18
11/1/2031	5.000%	\$10,074.61	\$2,398.29 \$2,216.77	\$12,472.90 \$2,216.77	\$14,871.18
11/1/2032	5.000%	\$10,437.65	\$2,216.77 \$2,028.71	\$12,654.42 \$2,028.71	\$14,871.18
11/1/2033	5.000%	\$10,813.76	\$2,028.71 \$1,833.88	\$12,842.47 \$1,833.88	\$14,871.18
11/1/2034	5.000%	\$11,203.43	\$1,833.88 \$1,632.02	\$13,037.31 \$1,632.02	\$14,871.18
11/1/2035	5.000%	\$11,607.15	\$1,632.02 \$1,422.89	\$13,239.17 \$1,422.89	\$14,871.18
11/1/2036	5.000%	\$12,025.41	\$1,422.89 \$1,206.22	\$13,448.30 \$1,206.22	\$14,871.18
11/1/2037	5.000%	\$12,458.74	\$1,206.22 \$981.75	\$13,664.96 \$981.75	\$14,871.18
11/1/2038	5.000%	\$12,907.69	\$981.75 \$749.19	\$13,889.43 \$749.19	\$14,871.18
11/1/2039	5.000%	\$13,372.81	\$749.19 \$508.24	\$14,122.00 \$508.24	\$14,871.18
11/1/2040	5.000%	\$13,854.69	\$508.24 \$258.62	\$14,362.94 \$258.62	\$14,871.18
11/1/2041	5.000%	\$14,353.94	\$258.62	\$14,612.56	\$14,871.18
		\$270,000.00	\$176,135.54	\$446,135.54	\$446,135.54

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES PETERMAN, P.E.
ACTING CHIEF DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James K. Peterman, P.E., Acting Chief Deputy Commissioner 

DATE: September 19, 2011

RE: Amending the 2011 Capital Budget and Program and Authorizing the Purchase and Acquisition of a Portion of a Certain Parcel of Real Property for Municipal Purposes, Located on the South Side of Sound Shore Road, Town of Riverhead, Suffolk County, New York (SCTM No. 0600-021.00-01.00-001.004 P/O) (CP TBD)

Attached is a draft resolution and duplicate copy to appropriate the sum of \$270,000 for land acquisition in connection with the above referenced project. There are no funds included in the 2011 Capital Budget and Program for this project and, as such, an offset must be provided. CP 5571 (Safety Improvements on CR 48, Middle Road and Cox Neck Road) has been studied and it has been determined at this time that the Department will progress plans to upgrade the existing temporary signal to a permanent signal, which will be provided for under CP 5054. There are funds remaining within this Capital Program to offset this request.

This resolution will provide funding for the acquisition of approximately 4.00 acres of property along Sound Shore Road in the Town of Riverhead for municipal purposes.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-Acq Property Sound Shore Rd.doc".

JKP/WH/td
attach.

cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Nick Paglia, Assistant Executive Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Kathy LaGuardia, Capital Accounting
Robert Murphy, Public Works Capital Project Manager
Theresa D'Angelo, Principal Clerk

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

EXHIBIT "A"

THIS AGREEMENT ("Agreement" or "Contract") made this ____ day of _____,
Two Thousand Eleven;

BETWEEN

NORTH FORK PRESERVE CO., a New York partnership, with offices located at 349
Pennys Road, Riverhead, New York 11901, hereinafter described as the SELLER,

and the COUNTY OF SUFFOLK, a municipal corporation, having its principal offices at
County Center, Riverhead, New York, which will acquire a one hundred per cent (100%) fee
interest in and to that portion of the premises to be acquired for use by the Suffolk County
Department of Public Works and for open space purposes and a ninety percent (90%) undivided
interest in and to that portion of the premises acquired for active parkland purposes, as a tenant-
in-common, and the TOWN OF RIVERHEAD, a municipal corporation, with principal offices at
200 Howell Avenue, Riverhead, New York 11901, which will acquire the remaining ten percent
(10%) undivided interest in and to that portion of the premises acquired for active parkland
purposes, as a tenant-in-common, hereinafter described individually, or as the PURCHASERS,

WITNESSETH, that the SELLER agrees to sell and convey, and the PURCHASER,
COUNTY OF SUFFOLK agrees to purchase in accordance with Article XII of the Suffolk
County Charter, as amended and effective December 1, 2007, Resolution No. 538-2009 and
Resolution No. _____-2011, and further in accordance with Resolution No. _____-2011
authorizing the Suffolk County Department of Public Works to purchase a portion of the
property for drainage purposes, all said resolutions being on file with the Clerk of the Suffolk
County Legislature, and the PURCHASER, TOWN OF RIVERHEAD agrees to purchase in
accordance with Town of Riverhead Town Board Resolution No. 938, all that certain
plot, piece or parcel of land, with the buildings and improvements thereon erected, if any, as is
more fully described in Schedule "A", attached hereto and made a part hereof, in the Town of
Riverhead, County of Suffolk, State of New York, identified as Suffolk County Tax Map No.
0600-007.00-03.00-041.000, being a total of 133.27± acres, the subject premises (the "Premises"
or the "Property").

1. This sale includes all right, title and interest, if any, of the SELLER in and to any
land lying in the bed of any street, road or avenue opened or proposed, in front of or adjoining
said premises, to the center line thereof, and all right, title and interest of the SELLER in and to
any award made or to be made in lieu thereof and in and to any unpaid award for damage to said
premises by reason of change of grade of any street; and the SELLER will execute and deliver to
the PURCHASER, on closing of title, or thereafter, on demand, all proper instruments for the
conveyance of such title and the assignment and collection of any such award.

2. (a) The purchase price is EIGHT MILLION SIX HUNDRED SIXTY-TWO
THOUSAND FIVE HUNDRED FIFTY and 00/100 DOLLARS, more or less (\$8,662,550.00±),
based on the assumption that the premises contain 133.27± acres to be conveyed at the agreed
upon price of SIXTY-FIVE THOUSAND and 00/100 DOLLARS (\$65,000.00), per acre,
payable in full at closing by checks from the COUNTY OF SUFFOLK and TOWN OF
RIVERHEAD made payable to the order of the SELLERS on the delivery of the deed, and

subject to the terms and conditions set forth herein, including but not limited to paragraphs 16, 27, 27A and 28 of this Agreement.

(b) The acquisition of the Premises shall be broken down into three separate parcels, the location and size of which shall be determined by the PURCHASERS.

(i) Parcel A shall consist of that portion of the Premises to be purchased by the COUNTY OF SUFFOLK with funding in accordance with Article XII of the Suffolk County Charter, as amended and effective December 1, 2007, for open space pursuant to §C12-2(A)(1)(g) and further subject to paragraph 27A herein.

(ii) Parcel B shall consist of that portion of the Premises to be purchased jointly by the COUNTY OF SUFFOLK and the TOWN OF RIVERHEAD, as tenants-in-common, for active parkland purposes. The COUNTY OF SUFFOLK shall acquire a ninety per cent (90%) interest in Parcel B with funding in accordance with Article XII of the Suffolk County Charter, as amended and effective December 1, 2007, for active parkland purposes pursuant to §C12-2(A)(1)(i) and the TOWN OF RIVERHEAD shall acquire the remaining ten per cent (10%) interest in Parcel B. The acquisition of Parcel B is further subject to paragraph 28 herein.

(iii) Parcel C shall consist of that portion of the Premises to be purchased by the COUNTY OF SUFFOLK for drainage purposes and will be paid for by funding from the Suffolk County Department of Public Works.

Nothing contained herein, however, shall be construed as altering the purchase price or per acre price set forth in paragraph 2(a) above nor alter the requirement that the entire Premises must be purchased by PURCHASERS at closing and any failure or inability of the PURCHASERS to divide the Premises into three separate parcels shall not in any way affect, alter or diminish, the PURCHASERS obligations hereunder.

3. The SELLER represents that the subject premises will be delivered vacant, without tenant(s), and free of material debris at closing.

4. All notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by the Departments of Housing and Buildings, Fire, Labor, Health, or other State or Municipal Department having jurisdiction, against or affecting the Premises to the date of closing, shall be complied with by the SELLER and the Premises shall be conveyed free of the same, and this provision of this contract shall survive delivery of the deed hereunder. The SELLER shall furnish the PURCHASERS with an authorization to make the necessary searches therefore.

5. If the closing of the title shall occur before the tax rate is fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation.

6. The deed shall be a Bargain and Sale deed with covenants against Grantors acts in proper statutory short form for recording and shall be duly executed and acknowledged so as to convey to the PURCHASERS the fee simple of the said premises, free of all encumbrances, and shall contain the covenant required by subdivision 5 of Section 13 of the Lien Law.

7. If the SELLER is a corporation, it will deliver to the PURCHASERS at the time of the delivery of the deed hereunder a resolution of its Board of Directors authorizing the sale and delivery of the deed, and a certificate by the Secretary or Assistant Secretary of the corporation certifying such resolution and setting forth facts showing that the conveyance is in conformity with the requirements of Section 909 of the Business Corporation Law. The deed in such case shall contain a recital sufficient to establish compliance with said section.

8. The SELLER shall give and the PURCHASERS shall accept a marketable title such as any title company which is authorized to do business in New York State will approve and insure, and subject to: a) zoning regulations and ordinances which are not violated by the existing structures, if any or the present use thereof and which do not render title uninsurable; b) unpaid installments of assessments not due and payable on or before the Closing Date; c) financing statements, chattel mortgages and liens on personalty filed more than 5 years prior to the Closing Date and not renewed on the Premises; d) covenants, easements, restrictions of record, if any, provided same do not prohibit the use of Parcel A of the Premises for the purposes set forth in Article XII of the Suffolk County Charter, as amended and effective December 1, 2007, for open space pursuant to §C12-2(A)(1)(g) or prohibit the use of Parcel B of the Premises for parkland purposes pursuant to Article XII of the Suffolk County Charter, as amended and effective December 1, 2007, for active parkland purposes pursuant to §C12-2(A)(1)(i), or prohibit the use of Parcel C of the Premises for drainage purposes, and further provided that such covenants, easements or restrictions do not diminish the approved appraised value of the Premises; and e) any state of facts an accurate survey may show, provided same does not render title unmarketable. Such title company must be a Member of the New York Board of Title Underwriters, and shall be on the approved list of title companies authorized by contract to do business with the COUNTY OF SUFFOLK.

9. All sums paid on account of this Contract, if any, and the reasonable expenses of the examination of the title to said premises and of the survey, if any, made in connection therewith are hereby made liens on said premises, but such liens shall not continue after default by the PURCHASER under this contract.

10. The amount of any unpaid taxes, assessments, water charges and sewer rents which the SELLER is obligated to pay and discharge on the Premises, with the interest and penalties thereon to a date not less than two business days after the date of closing title, may at the option of the SELLER be allowed to the PURCHASERS out of the balance of the purchase price, provided official bills therefore with interest and penalties thereon figured to said date are furnished by the SELLER at the closing.

11. If at the date of closing there may be any other liens or encumbrances which the SELLER is obligated to pay and discharge on the premises, the SELLER may use any portion of the balance of the purchase price to satisfy the same, provided the SELLER shall simultaneously

either deliver to the PURCHASERS at the closing of title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record together with the cost of recording or filing said instruments; or, provided that the SELLER has made arrangements with the title company employed by the PURCHASERS in advance of closing, whereby SELLER will deposit with said company sufficient monies, acceptable to and required by it to insure obtaining and the recording of such satisfactions and the issuance of title insurance to the purchaser either free of any such liens and encumbrances, or with insurance against enforcement of same out of the insured premises. The PURCHASERS, if request is made within a reasonable time prior to the date of closing of title, agree to provide at the closing separate checks as requested, aggregating the amount of the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any such taxes or other liens and encumbrances shall not be deemed objections to title if the SELLER shall comply with the foregoing requirements.

12. If a search of the title discloses judgments, bankruptcies or other returns against other persons having names the same as or similar to that of the SELLER, the SELLER will on request deliver to the PURCHASERS an affidavit showing that such judgments, bankruptcies or other returns are not against the SELLER, however, if such returns are against the SELLER and can be satisfied by the payment of money only, the SELLER will cause such judgments, bankruptcies or other return(s) to be cleared to the satisfaction of PURCHASERS title company and/or the County Attorney, up to the amount of \$1,000,000.00.

13. The deed shall be delivered and the closing shall occur at the offices of Christine Malafi, Suffolk County Attorney, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York, at 10:00 o'clock in the forenoon, on or about ninety (90) days from the date of a fully executed Authorizing Resolution of the Suffolk County Legislature approving the acquisition of the premises herein, and subject to the receipt of a final survey guaranteed to the PURCHASER pursuant to paragraph 16 herein.

In the event that the closing has not occurred by September 30, 2011 for any reason other than SELLERS' default, the SELLER shall have the right to elect to cancel this Contract at any time thereafter upon thirty (30) days written notice to the PURCHASERS, and in the event that the closing does not occur on or before the expiration of the thirty (30) day period, other than by reason of the SELLERS' default, this Contract shall terminate, end and expire and none of the parties to this Contract shall have any further rights, obligations or liabilities against or to the other by reason of this Contract.

14. The parties agree that no broker brought about this sale and each of the parties agrees to hold the other harmless and indemnify the other for any claims by any brokers with whom it has dealt for broker's commissions arising out of this transaction.

15. It is understood and agreed that all discussions, negotiations, understandings and agreements heretofore had between the parties hereto are merged in this Contract, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this contract, made by the other.

16. As previously set forth in paragraph 2(a) of this Agreement, the purchase price of EIGHT MILLION SIX HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED FIFTY and 00/100 DOLLARS, more or less (\$8,662,550.00±), is based on the assumption that the Premises contain 133.27± acres to be conveyed at the agreed upon price of SIXTY-FIVE THOUSAND and 00/100 DOLLARS (\$65,000.00), per acre. The price will be adjusted to the actual acreage to be determined by a survey, as set forth hereafter. Within sixty (60) days from the date of the COUNTY OF SUFFOLK'S receipt of a contract properly executed by the SELLER and the TOWN OF RIVERHEAD, the PURCHASERS shall have the Premises surveyed by a professional engineer or licensed land surveyor of PURCHASERS selection at its sole cost and expense and shall provide a copy of such survey to the Seller, together with a statement from the PURCHASERS indicating the Total Acreage of the Premises as established by the PURCHASERS survey. If the SELLER disagrees with the Total Acreage as set forth in the PURCHASERS survey, the SELLER shall, within thirty (30) days of its receipt of the PURCHASERS survey, provide to the PURCHASER its own survey and a statement of the Total Acreage of the Premises and the SELLER'S determination of the Purchase Price based upon the Per Acre Price. In the event the two surveys differ, the SELLER'S surveyor and the PURCHASERS surveyor shall confer and unless the two surveyors have agreed, in writing, to the Total Acreage of the Property within ten (10) days from the date SELLER'S survey is delivered to PURCHASER, they shall within ten (10) days after such ten (10) day period select a third surveyor/engineer to review the surveys and/or survey the Premises independently as such surveyor/engineer may deem appropriate, and the determination of the Total Acreage made by the third surveyor/engineer shall be final and binding upon the parties. The costs and expenses of such third surveyor/engineer shall be borne equally between the parties.

17. The SELLER herein agrees to comply with all disclosure requirements as imposed upon the COUNTY OF SUFFOLK through the various and several local laws and resolutions as enacted by the Suffolk County Legislature.

18. The SELLER further agrees to file and execute all affidavits, documents and vouchers as required by said local laws of the County of Suffolk, rules, regulations, ordinances, statutes and resolutions of the Suffolk County Legislature. This requirement shall survive the closing of title and delivery of the deed.

19. The SELLER represents that to the best of SELLER'S knowledge and without any inquiry or investigation by the SELLER, the premises are undeveloped woodlands and vacant space which contain various drainage structures. At no time, to the best of SELLER'S knowledge and without any inquiry or investigation by the SELLER, has the premises been used for the generation, storage, or disposal of hazardous substances, or, as a landfill or other waste disposal site. Moreover, to the best of SELLER'S knowledge and without any inquiry or investigation by the SELLER, there are not now, nor have there ever been, underground storage tanks on the Premises.

20. The SELLER represents that there are no actions, suits, claims or proceedings seeking money damages, injunctive relief, remedial action or any other remedy pending or threatened relating to a violation or non-compliance with any Environmental Law; or the

disposal, discharge or release of solid wastes, pollutants or hazardous substances; or exposure to any chemical substances, noises or vibrations to the extent the same arise from the condition of the premises or SELLER'S ownership or use of the Premises.

21. The SELLER represents that to the best of its knowledge and without any inquiry or investigation by the SELLER: a) no consent or approval is needed from any governmental agency for the transfer of the premises from SELLER to PURCHASERS, and b) that neither the execution of this Agreement, nor the closing of title, will violate any Environmental Law.

22. These representations and warranties contained in paragraphs 19, 20, 21, and 23 shall survive the closing, shall be binding upon SELLER and their successors and assigns, and shall inure to the benefit of PURCHASERS and their successors and assigns.

23. The SELLER agrees that pending the closing, it will:

(a) Not generate, store or dispose of any Hazardous Substances on the premises, nor knowingly allow others to do so;

(b) Comply with all Environmental Laws;

(c) Allow PURCHASERS and their agent's reasonable access to the premises for the purposes of ascertaining site conditions and for inspection of the premises prior to closing.

(d) For the purposes of this Contract "Hazardous Substances" means:

(1) "hazardous substances" or "toxic substances" as those terms are defined by the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. '9601, et seq., or the Hazardous Materials Transportation Act, 49 U.S.C. '1801, et seq., both as amended to and after this date;

(2) "hazardous wastes," as that term is defined by the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. '6901, et seq., as amended to and after this date;

(3) any pollutant or contaminant or hazardous, dangerous, or toxic chemicals, materials, or substances within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders) governing the Premises and relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste substance or material, all as amended to and after this date and up to the date of closing;

(4) crude oil or any fraction of it that is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute);

(5) any radioactive material, including any source, special nuclear, or by-product material as defined at 42 U.S.C. ' 2011, et seq., as amended to and after this date;

(6) asbestos in any form or condition; and

(7) polychlorinated biphenyls (PCB's) or substances or compounds containing PCB's.

24. The following are to be apportioned as of the date of closing: real estate taxes, special benefit assessments, sewer rents and water charges, if any, on the basis of the lien year for which assessed. There shall be no other adjustments.

25. Local Law #32-1980 - The SELLER represents and warrants that it has not offered or given any gratuity to any official, employee, or agent of Suffolk County, New York State, or of any political party, with the purpose or intent of securing favorable treatment with respect to the performance of an agreement, and that such persons have read and are familiar with the provisions of Local Law #32-1980, annexed hereto as Exhibit "B".

26. If the SELLER is unable to transfer title to PURCHASERS in accordance with this Contract, SELLER'S sole liability shall be to refund all money paid on account of this Contract, if any, plus all charges made for: (i) examining the title, (ii) intentionally deleted and (iii) survey and survey inspection charges. Upon such refund and payment, this contract shall be considered canceled, and neither the SELLER nor PURCHASERS shall have any further rights against the other.

27. This Contract and the COUNTY OF SUFFOLK'S obligation to purchase the Premises and close on this transaction are conditioned upon and subject to the following:

(a) any state of facts an accurate survey may show, provided same does not render title unmarketable;

(b) covenants, easements, restrictions of record, if any, provided same do not prohibit the use of Parcel A of the Premises for the purposes set forth in Article XII of the Suffolk County Charter, as amended and effective December 1, 2007, for open space pursuant to §C12-2(A)(1)(g) or prohibit the use of Parcel B of the Premises for parkland purposes pursuant to Article XII of the Suffolk County Charter, as amended and effective December 1, 2007, for active parkland purposes pursuant to §C12-2(A)(1)(i), or prohibit the use of Parcel C of the Premises for drainage purposes, and further provided that such covenants, easements or restrictions do not diminish the approved appraised value of said property;

(c) determinations made after public hearings provided and on condition precedent that they are actually held by the COUNTY OF SUFFOLK and completed within not more than 45 days from the date of the COUNTY OF SUFFOLK'S receipt of a Contract properly executed by the SELLER and the TOWN OF RIVERHEAD. In the event the PURCHASER elects to cancel this Contract based on determinations made after public hearings, notice of such election must be given within said 45 days from the date of the COUNTY OF SUFFOLK'S receipt of a Contract

properly executed by the SELLER and the TOWN OF RIVERHEAD and if no such notice is timely given within said 45 day period, and/or if the public hearings are not held and completed within the 45 day period, then notwithstanding anything in this Contract to the contrary, the SELLER shall have the right to elect to cancel this Contract by sending written notice to the PURCHASERS within five (5) days of the expiration of the aforementioned 45 day period. If the SELLER elects to cancel under this provision this Contract shall terminate, end and expire and none of the parties to this contract shall have any further rights, obligations or liabilities against or to the other by reason of this Contract;

(d) the SELLER'S obtainment of consents and permits, if necessary, as may be required by any federal, state or local agency having jurisdiction;

(e) a environmental audit of the premises showing the Premises to be free of any Hazardous Substance (as defined in Section 23(d) above) on or under the Premises which is in violation of any Environmental Law (as hereinafter defined) provided and on condition precedent that such environmental Phase 1 audit is conducted by PURCHASERS within 60 days from the date of the COUNTY OF SUFFOLK'S receipt of a Contract properly executed by the SELLER and the TOWN OF RIVERHEAD, (hereinafter referred to as the "Inspection Period"). During the Inspection Period, PURCHASERS shall have the right to make such environmental audits and inspections at the sole cost and expense of the PURCHASERS for the purpose of determining the existence of any Hazardous Substance (as hereinbefore defined) on or under the Premises in violation of any Environmental Laws (as hereinbefore defined). PURCHASERS understand and agree that any on-site inspections and examinations of the Premises shall be conducted upon reasonable prior notice to SELLER, and SELLER or its representative shall be permitted to be present. PURCHASERS agree to indemnify against and hold SELLER harmless from any claim or mechanics' liens for the cost and expenses arising out of or resulting from the inspection of the Premises by PURCHASERS or their agents, and notwithstanding anything to the contrary in this Contract, such obligation to indemnify and hold harmless SELLER shall survive Closing or any termination of this Contract. All inspections and examinations shall occur at reasonable times and shall be conducted so as not to interfere unreasonably with use of the Premises by SELLER. For the purposes of this Contract, "Environmental Laws" mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection, preservation or remediation of the Environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, written and published policies, guidelines, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto. If the environmental audit by PURCHASERS reveals that the Premises contains Hazardous Materials in violation of any Environmental Law, then the PURCHASERS shall Provide SELLER written notice of same, together with full and complete copies of all reports and documentation obtained by PURCHASERS in connection with such inspections. SELLER shall either remediate the Premises, at SELLER'S sole cost and expense, to the satisfaction of the PURCHASERS or, in the alternative, elect to cancel this Contract by sending written notice to the PURCHASERS within twenty (20) days of SELLER'S receipt of the PURCHASERS notice of the results of the environmental report. If the SELLER elects to cancel under this provision, this Contract shall

terminate, end and expire and none of the parties to this Contract shall have any further rights, obligations or liabilities against or to the other by reason of this Contract;

(f) Suffolk County Administrative Code Section A42-4 (N) which states, in effect, that transfer of title to this parcel or interest therein shall take place within two years after the effective date of the County resolution authorizing acquisition of the same;

(g) compliance with Chapter 712 of the Suffolk County Regulatory Local Laws as amended by resolution No. 626-2004 and further as the same may be amended and/or superseded;

(h) Intentionally deleted;

(i) the passage of a resolution by the Suffolk County Legislature authorizing the COUNTY OF SUFFOLK'S acquisition of the Premises;

(j) the COUNTY OF SUFFOLK obtaining and receiving the necessary funding for this acquisition. In the event said funding is not received the COUNTY OF SUFFOLK shall terminate this Contract and thereafter neither party shall have any further rights against or obligations to the other by reason of this agreement; and

(k) the parties acknowledge that concurrently herewith, the PURCHASERS herein are entering into a contract to purchase 172.90± acres of land on an adjacent parcel owned by North Fork Preserve, Inc., however, notwithstanding anything in this Contract to the contrary, it is agreed that this Contract and the contract with North Fork Preserve, Inc., are independent and separate agreements and any cancelation or termination of either contract or the failure of title to close under either contract for any reason whatsoever, shall not negate nor in any way diminish, the validity and enforceability of the other contract and the parties' rights and obligations thereunder.

27A. That portion of the Premises designated as Parcel A is being acquired by the COUNTY OF SUFFOLK pursuant to Chapter XII of the Suffolk County Charter for open space under the Suffolk County Drinking Water Protection Program, as amended and effective December 1, 2007. As set forth in §C12-2(A)(2)(c) the COUNTY OF SUFFOLK reserves the right to dedicate and transfer development rights from that portion of the the Premises to hold for use for the sole purpose of providing workforce housing as defined in Article XXXVI of the Suffolk County Administrative Code. In the event that the COUNTY OF SUFFOLK elects to dedicate and transfer the development rights to that portion of the Premises acquired herein, then said dedication and transfer shall be consistent with Resolution No. 412-2005 Promoting Workforce Housing by Adopting a Transfer of Development Rights Implementation Plan. Accordingly, the Premises will not be developed and the Workforce Housing Development Rights ("WHDR (s)") shall be removed and banked in the Workforce Housing Transfer of Development Rights Program Registry. Pursuant thereto, that portion of the Premises designated as Parcel A shall be permanently sterilized by a legal covenant and must remain as open space in the Suffolk County inventory, and appropriate language shall be added to the deed indicating that the development rights are severed, for workforce housing purposes, and the number of said rights shall be stated therein.

28. This transaction, including, but not limited to the closing thereof, is further subject to the following:

(a) (1) Payment by the COUNTY OF SUFFOLK of ninety percent (90%) of the purchase price allocated to the acquisition of that portion of the Premises designated as Parcel B, and payment of the costs of the survey, appraisal, environmental audit, title insurance, and tax adjustments as of the date of closing, and taxes prior to exemption, if any; and

(2) Payment by the TOWN OF RIVERHEAD of the remaining ten percent (10%) of the purchase price allocated to the acquisition of that portion of the Premises designated as Parcel B; and

(b) The COUNTY OF SUFFOLK and TOWN OF RIVERHEAD entering into a municipal cooperation agreement, for the management of that portion of the Premises designated as Parcel B, and the terms and conditions thereof shall be approved by the Suffolk County Attorney in consultation with the Commissioner of the County Department of Parks, Recreation and Conservation, who is charged with the management and operation of said Parcel B; and

(c) (1) A resolution of the Suffolk County Legislature authorizing the acquisition of that portion of the Premises designated as Parcel B under Article XII of the Suffolk County Charter, as amended and effective December 1, 2007, for active parkland purposes pursuant to §C12-2(A)(1)(i), authorizing the COUNTY OF SUFFOLK'S ninety percent (90%) participation therein, authorizing the TOWN OF RIVERHEAD'S acquisition of the remaining ten percent (10%) thereof, authorizing the sharing of title, as appropriate, with them, and providing for a municipal cooperation agreement with the TOWN OF RIVERHEAD; and

(2) A resolution of the Town Board of the TOWN OF RIVERHEAD authorizing the acquisition of that portion of the Premises designated as Parcel B, authorizing the TOWN OF RIVERHEAD'S ten percent (10%) participation therein, authorizing the sharing of title with the COUNTY OF SUFFOLK, as appropriate, and providing for a municipal cooperation agreement, with the COUNTY OF SUFFOLK.

Each of the provisions of this paragraph shall survive the closing of title.

29. At the closing of title hereunder, if the SELLER is not a foreign person as that term is defined in Internal Revenue Service Code 1445(f)(3) and the regulations issued therein, SELLER shall deliver to PURCHASERS a non-foreign affidavit. In the event that the SELLER are such a foreign person, or in the event that PURCHASERS have actual knowledge that the non-foreign affidavit is false, then PURCHASERS shall deduct, withhold and deliver to the Internal Revenue Service a tax equal to ten (10%) per cent of the purchase price of such amount as has been provided for in a Treasury Department qualifying statement.

30. New York State Tax Law, Section 663, effective September 1, 2003, provides that non-resident individuals selling real property located in New York, except a principal residence,

as that term is defined in the Internal Revenue Code, 26 U.S.C. Section 121, along with two other exceptions, requires that the SELLER file a return and pay their estimated "personal income tax liability on the gain, if any, from such sale or transfer." Said section also states that no deed shall be recorded by any recording officer absent such a certification by the commissioner or a certification by the transferor that this section is inapplicable to the sale or transfer. SELLER agrees to comply with New York State Tax Law, Section 663, and further agree to provide the appropriate certification, accordingly, as a condition of closing. The provisions of this paragraph shall survive the delivery of any instrument of conveyance pursuant to this agreement.

31. In the event that any errors or omissions are made in computing the purchase price, apportionments and/or other adjustments that are made at closing, same shall be corrected within a reasonable time following the closing, upon a written request from either party. The provisions of this paragraph shall survive the closing and the delivery of any instrument of conveyance issued pursuant to this Agreement.

32. The parties to this Agreement hereby certify that, other than the funds provided in this Agreement, the contract with North Fork Preserve, Inc. and other valid Agreements with the County, there is no known personal, business, commercial, professional, economic, or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this Agreement.

33. This Agreement may not be changed or terminated orally. The aforesaid stipulations are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

34. If two or more persons constitute either the SELLER or the PURCHASER, the word "SELLER" or the word "PURCHASER" shall be construed as if it read "SELLERS" or "PURCHASERS" whenever the sense of this agreement so requires.

35. At Closing, PURCHASERS shall:

- (a) pay to SELLER the full amount of the Purchase Price;
- (b) deliver to SELLER resolutions authorizing PURCHASERS to acquire the Property as herein contemplated and to execute and deliver any and all instruments necessary to effectuate said conveyance; and
- (c) deliver such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

36. SELLER shall pay (a) the fees of any counsel representing it in connection with this transaction and (b) any transfer tax, documentary stamp tax or similar tax which becomes payable by reason of the transfer of the Property, imposed on this transaction, if any. PURCHASERS shall pay (c) the fees of any counsel representing PURCHASERS in connection with this transaction; (d) the fee for the title examination and the Title Report and the premium for the Owner's Policy of Title Insurance to be issued to PURCHASERS by the Title Company

at Closing; (e) the cost of the Survey, subject to paragraph 16; and (f) the fees for recording the deed conveying the Premises to PURCHASERS, if any. All other costs and expenses incident to this transaction and the closing thereof shall be paid by the party incurring same.

37. Except as otherwise provided in this Contract, no representations, warranties, covenants or other obligations of SELLER set forth in this Contract shall survive the Closing, and no action based thereon shall be commenced after the Closing.

38. The delivery of the deed by SELLER, and the acceptance thereof by PURCHASERS, shall be deemed the full performance and discharge of every obligation on the part of SELLER to be performed hereunder, except those obligations of SELLER which are expressly stated in this contract to survive the Closing.

39. PURCHASERS shall not assign this Contract or any of their rights hereunder without the prior written consent of SELLER which may be given or withheld by SELLER for any or no reason. No permitted assignment of PURCHASERS rights under this Contract shall be effective against SELLER unless and until an executed counterpart of the instrument of assignment shall have been delivered to SELLER and SELLER shall have been furnished with the name and address of the assignee. The term "Purchaser" shall be deemed to include the assignee under any such effective assignment.

40. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible facsimile transmission sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein; or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by means described in clauses (a), (b) or (c) above. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

IF TO SELLER:

Peter S. Danowski Jr., Esq.
616 Roanoke Avenue,
Riverhead, NY 11901
TELECOPY: (631) 727-7451

IF TO COUNTY OF SUFFOLK:

Michael A. Amoroso, Bureau Chief
Suffolk County Attorney
H. Lee Dennison Bldg., 6th Floor
P.O. Box 6100,
100 Veterans Memorial Highway
Hauppauge, New York 11788-0099
TELECOPY: (631)-853-7499

IF TO TOWN OF RIVERHEAD: Annemarie Prudenti, Deputy Town Attorney
Riverhead Town Attorney
200 Howell Avenue
Riverhead, New York 11901
TELECOPY: (631)-727-6712

41. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of SELLER and PURCHASERS only and are not for the benefit of any third party (which third parties shall include, without limitation, the Title Company), and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

42. If PURCHASERS default under this Contract and fail to close in accordance with the provisions hereof, the SELLER shall be entitled to any and all rights and remedies available at law or in equity including, but not limited to specific performance.

43. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, PURCHASERS shall, if requested by SELLER, execute acknowledgments of receipt with respect to any materials delivered by SELLER to PURCHASERS with respect to the Premises. The provisions of this Section 43 shall survive Closing.

44. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

45. This Agreement is performable in the state of New York and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of New York State. SELLER and PURCHASERS hereby irrevocably and exclusively submit to the jurisdiction of any New York State Court located in the County of Suffolk or the Federal District Court for the Eastern District of New York located in Central Islip, in any action or proceeding arising out of or relating to this contract and hereby irrevocably agree that all claims in respect of such action or proceeding shall only be heard, tried and determined in such courts. PURCHASERS and SELLER agree that the provisions of this Section 45 shall survive the Closing of the transaction contemplated by this Agreement.

46. PURCHASERS shall promptly order an examination of title and shall cause a copy of the title report ("Title Commitment") to be forwarded to SELLER'S attorney upon completion and shall notify SELLER, in writing, of such objections as PURCHASER may have to anything contained in the Title Commitment or the Survey. SELLER shall have the right, but not the obligation (except for the payment of money to cure and liens or mortgages to the extent required pursuant to paragraph 12 hereof), to cure such objections and, if SELLER elects to attempt to cure, SELLER shall have until the date of Closing to attempt to remove, satisfy or cure the same and for this purpose SELLER shall be entitled to a reasonable adjournment of the Closing if

additional time is required, but in no event shall the adjournment exceed sixty (60) days after the outside date for Closing set forth in Section 13 hereof. If SELLER elects not to cure any objections specified in PURCHASERS notice, or if SELLER is unable to effect a cure prior to the Closing (or any date to which the Closing has been adjourned), SELLER shall notify PURCHASERS of same, in writing, and PURCHASERS shall thereafter have the following options: (i) to accept a conveyance of the Premises subject to any matter objected to by PURCHASERS which SELLER is unwilling or unable to cure, and without reduction of the Purchase Price; or (ii) to terminate this contract by sending written notice thereof to SELLER, and upon delivery of such notice of termination and SELLERS' payment to PURCHASERS of the charges set forth in paragraph 26, this contract shall terminate and thereafter neither party hereto shall have any further rights, obligations or liabilities hereunder. If SELLER notifies PURCHASERS, in writing, that SELLER does not intend to attempt to cure any title objection; or if, having commenced attempts to cure any objection, SELLER later notifies PURCHASERS, in writing, that SELLER will be unable to effect a cure thereof; PURCHASERS shall, within thirty (30) days after such written notice has been given, notify SELLER in writing whether PURCHASERS shall elect to accept the conveyance under clause (i) or to terminate this Agreement under clause (ii) of this section.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto.

IN PRESENCE OF:

COUNTY OF SUFFOLK

NORTH FORK PRESERVE CO.,
a New York partnership

By: _____

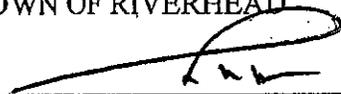

By: MYRON KAPLAN, General Partner

Name: _____

Title: Deputy County Executive

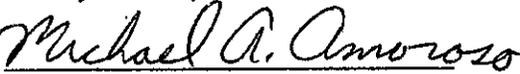
Date: _____

TOWN OF RIVERHEAD

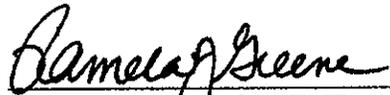

By: SEAN M. WALTER
Supervisor

Approved as to Legality:

CHRISTINE MALAFI
County Attorney


By: MICHAEL A. AMOROSO
Bureau Chief
Real Estate/Condemnation Bureau
Law Department

APPROVED:


By: PAMELA J. GREENE
Director
Division of Real Property Acquisition
and Management
Department of Environment and Energy

~~NEW JERSEY~~
STATE OF NEW YORK)
~~BERGEN~~) ss.:
COUNTY OF SUFFOLK)

On the 28th day of MARCH, in the year 2011 before me, the undersigned, personally appeared Myron Kaplan, 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.


Signature and Office of Individual
Taking Acknowledgment

KAREN S. ALEXANDRIDIS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4-6-2014

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the 2nd day of May, in the year 2011, before me, the undersigned, personally appeared Sean M. Walker, 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.

Tara M. McLaughlin
Signature and Office of Individual
Taking Acknowledgment

TARA M. McLAUGHLIN
NOTARY PUBLIC, STATE OF NEW YORK
SUFFOLK COUNTY
REGISTRATION #5004891
COMMISSION EXPIRES NOVEMBER 23, 2014

SCHEDULE "A"

All that certain plot, piece or parcel of land with any buildings and improvements thereon erected, situate, lying and being in the Town of Riverhead, County of Suffolk and State of New York, known as Suffolk County Tax Map No. 0600-007.00-03.00-041.000, being a total of 133.27± acres, subject to a full metes and bounds description subsequent to and in accordance with an up-to-date survey guaranteed to the County of Suffolk and Town of Riverhead.

***RESOLUTION NO. 1118-1980, ADOPTING LOCAL LAW NO. 32, YEAR 1980, A LOCAL LAW CONCERNING THE OFFERING, GIVING OR RECEIVING OF A GRATUITY TO OR BY AN OFFICIAL OF A POLITICAL PARTY.**

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on December 8, 1980, a proposal local law entitled "A LOCAL LAW CONCERNING THE OFFERING, GIVING OR RECEIVING OF A GRATUITY TO OR BY AN OFFICIAL OF A POLITICAL PARTY," and said local law in final form is the same as when presented and introduced; now, therefore, be it

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

LOCAL LAW NO. 32, YEAR 1980, SUFFOLK COUNTY, NEW YORK

LOCAL LAW CONCERNING THE OFFERING, GIVING OR RECEIVING OF A GRATUITY TO OR BY AN OFFICIAL OF A POLITICAL PARTY.

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK AS FOLLOWS:

Section 1. Definitions.

(a) As used herein, the word "agreement" means any written or oral contract, or any implied contract, including, but not limited to, a contract for the sale of goods or services, a construction contract or a lease or contract relating to real or personal property. The term "agreement" shall also include any transaction whereby a person agrees to sell goods or services or both to the County pursuant to a successful bid.

(b) As used herein, the word "gratuity" means any money, benefit, entertainment, gift, or any other consideration whatsoever.

(c) As used herein, the phrase "official of a political party" shall mean a party officer as defined by Section 1-104(5) of the Election Law.

(d) As used herein, the word "person" means any individual, partnership, firm, corporation, or other legal entity, as well as their employees, agents or representatives.

(e) As used herein, the phrase "political party" shall mean a party as defined by Section 1-104(3) of the Election Law.

Section 2. Prohibitions

(a) It shall be a crime for any person to offer or give any gratuity to an official of any political party, with the purpose or intent of securing or obtaining an agreement with the County of Suffolk, securing favorable treatment with respect to the awarding or amending of such agreement, or the making of any determination with respect to the performance of an agreement.

(b) It shall be a crime for an official of a political party to solicit, receive or accept a gratuity in connection with securing or obtaining an agreement with the County of Suffolk, securing favorable treatment with respect to the awarding or amending of such agreement or the making of a determination with respect to the performance of such agreement.

Section 3. Mandatory Contract Clause. In all agreements with the County of Suffolk, made after the effective date of this Law, there shall be a written representation by the person entering the agreement with the County that he has not offered or given any gratuity to any official, employee or agent of Suffolk County, 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 such person has read and is familiar with the provisions of this Local Law.

Section 4. Penalties.

(a) Criminal. A violation of Section 2 of this Local Law shall be a Class A Misdemeanor and shall be punishable by a sentence of not more than one (1) year in prison or a fine of not more than one thousand dollars, or by both such fine and imprisonment.

(b) Civil Remedies. A violation of Section 2 or 3 of this Local Law shall give the County the option, among other civil remedies, of either terminating the agreement or deducting the value of the gratuity from any amount due or to become due from the County thereunder.

Section 5. Exceptions. This Local Law shall not apply to contributions to political parties, committees or candidates as defined by Section 14-100(19) of the Election Law. Such contributions shall be excluded from and shall not be in violation of this Local Law.

Section 6. Separability. If any part of this Local Law shall be declared unconstitutional by any Court, such declaration shall not affect the constitutionality of any other part.

Section 7. This law shall take effect immediately.

Dated: December 9, 1980

APPROVED by: /s/ Peter F. Cohalan
County Executive of Suffolk County after a public hearing duly held

Date of Approval: December 23, 1980. Filed with the Secretary of State, January 5, 1981

NORTH FORK PRESERVE CO.

DISCLOSURE STATEMENT WITH RESPECT TO A PROPOSED
TRANSFER OF AN INTEREST IN REAL PROPERTY TO SUFFOLK COUNTY
PURSUANT TO SUFFOLK COUNTY CODE §342-6

Instructions:

This affidavit must be signed by all owners of record, contract vendees, lessors, lessees, sub-lessors, sub-lessees, contract lessors, contract lessees, contract sub-lessors, contract sub-lessees, holders of encumbrances and contract holders of encumbrances. The purpose of this affidavit is to insure disclosure of any interest of any nature or form, whether oral or written, held by any individual, partnership, firm or corporation.

"a" THROUGH "j" SHALL BE DEFINITELY ANSWERED. In all instances the required information should be furnished, and if the answer is **NO** or **NONE**, it should so state in the response. The phrase **"NOT APPLICABLE"** shall not be used on this form. **DO NOT LEAVE ANY BLANKS.**

(Exceptions: This affidavit is not required from corporations traded on recognized national/regional stock exchanges or traded on the over-the-counter stock market, wherein said corporation's stock is publicly held. The affidavit is not required from corporations or other associations, duly licensed by the State of New York for the banking or insurance industry.)

As to all signatories of this affidavit as specified above:

a. If the owner [signatory] is an individual, state full name, street address, and date property was acquired:

Name	Address	Date Acquired
NONE		

Social Security No. _____

b. If the owner [signatory] is a partnership, state the name, street address, the nature and percentage of interest of each partner, and date the property was acquired. In the event that the partnership includes partners who are a corporation or a partnership, then such entity shall complete a full disclosure statement.

Name	Address	Nature and Percentage of Each Partner	Date Acquired
Robert H. Krudop (Deceased)	349 Penny's Rd. Riverhead, NY 11901	50% owner	April 7, 1982
Myron M. Kaplan	349 Penny's Rd. Riverhead, NY 11901	50% owner	April 7, 1982

Federal I. D. No. 11-2609413

c. If the owner [signatory] is a corporation, state name and street address of each officer, director and stockholder and the amount of stock held and owned by each stockholder. In the event that the corporation includes a stockholder who is a corporation or a partnership, then each such entity shall complete a full disclosure statement.

Title	Name	Address	% of Stock Owned
President	NONE		
Vice President			
Secretary			
Treasurer			

Federal I.D. No. _____

d. If signatory is a corporation and stock has been pledged or agreement made to pledge stock, state name and street address of all persons to whom stock has been pledged or with whom any agreement has been made to pledge the stock. If none, so state:

Name	Address	Stock Pledged; Stock to be Pledged
	NONE	

e. State the name and address of all persons, individuals, partnerships and/or corporations who are holders of any instrument creating an encumbrance upon the property; state the nature of such encumbrance; and if the holder of such encumbrance is a corporation (see Exception) state the names of all officers, directors and stockholders of such corporation:

Holder of Instrument	Nature of Encumbrance	Corporate Name and Title
	NONE	

f. State the interest of the signatory in the property and date so acquired:

Interest of Signatory	Date of Acquisition
Partner - 50% owner	April 7, 1982

g. If the signatory is not the fee owner of the property, state the name and addresses of all other parties who have a superior interest, or title, in the property in question and state the nature of their interest and date so acquired. If any such party is a corporation, partnership or firm, state the names of all officers, directors, shareholders, partners or proprietors of such entity:

Person Holding Interest	Title	Shareholder	Partner	Nature of Interest
	NONE			

(Attached hereto must be a sworn statement of all parties listed in this paragraph stating that to their knowledge the statement made herein is correct and accurate).

h. State whether any person whose name is contained in paragraphs "a", "b", or "c" is an officer or employee of any unit of village, town, county, city, state or federal government, or an employee or officer of a special or school district. (Exception: Volunteer fireman or air defense volunteer).

Name	Title of Employee	Governmental Entity
	NONE	

i. State whether any person, partnership, firm or corporation has any interest, as defined in the instructions, in respect to the subject property who does not fall within paragraph "g" above. If none, so state; if otherwise, set forth names, addresses and nature of interest and date so acquired.

Name	Address	Nature of Interest
	NONE	

j. The name of the real estate broker or brokers (co-brokers, listing or selling) who will earn a commission as a result of the consummation of a lease agreement between the County of Suffolk and a property owner/landlord represented by said broker or brokers, including a complete list of the names and addresses of said broker or brokers, and a complete list of the names and addresses of individuals who are shareholders, partners or trustees holding at least a five percent interest in the corporation, partnership or association if such broker is organized as such. If the broker is a corporation, then this information shall include the names and addresses of all individuals serving on the Board of Directors and the names and addresses of all corporate officers, together with conspicuous identification of any such person in the table of organization of said corporation who is an officer or an employee of Suffolk County.

NONE

k. All signatories hereby agree that in the event there is any change, in any matter set forth herein, after the execution hereof, and during the term of the contract, they shall file with the County a supplemental affidavit containing the details of such change within five (5) days of such change.

Deponent makes this affidavit to induce Suffolk County to enter into an agreement to acquire the real property for County purposes, with full knowledge that the County will rely upon the statements made herein.

NORTH FORK PRESERVE CO.,
a New York partnership


By: Myron Kaplan, General Partner

NEW JERSEY
STATE OF NEW YORK)
BERGEN) ss.:
COUNTY OF SUFFOLK)

On the 5th day of April, in the year 2011 before me, the undersigned, personally appeared Myron Kaplan, 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.


Signature and Office of Individual
Taking Acknowledgment

KAREN S. ALEXANDRIDIS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 4-6-2014

EXHIBIT "B"

ALL those certain plots, pieces or parcels of land with the buildings and improvements thereon erected, situate, lying and being at Northville, Town of Riverhead, County of Suffolk and State of New York, bounded and described as follows:

Parcel A

BEGINNING at a point on the southerly side of Sound Shore Road, at NYS Plane Coordinate NAD 1983 North 300,438.86 East 1,363,789.01, said point being situate North 67 deg. 49 min. 30 sec. East as measured along the southerly side of Sound Shore Road 301.02 feet from the intersection of the easterly line of land now or formerly Eric Lamont and Mary Laura Lamont and the southerly side of Sound Shore Road;

RUNNING thence from said point of beginning along the southerly side of Sound Shore Road the following four (4) courses and distances:

1. North 67 deg. 49 min. 30 sec. East 75.02 feet to a monument found,
2. North 63 deg. 15 min. 15 sec. East 217.43 feet to a monument found,
3. North 63 deg. 46 min. 55 sec. East 389.27 feet to a monument found,
4. North 84 deg. 22 min. 10 sec. East 19.02 feet to the land now or formerly Giacomo Gattuso & Barbara Gattuso;

RUNNING thence along land now or formerly Giacomo Gattuso & Barbara Gattuso the following two (2) courses and distances:

1. South 35 deg. 11 min. 50 sec. East 71.49 feet to a monument found,
2. South 35 deg. 31 min. 40 sec. East 164.87 feet to a point;

RUNNING thence through land of the party of the first part the following four (4) courses and distances:

1. South 63 deg. 46 min. 55 sec. West 443.79 feet,
2. South 63 deg. 15 min. 05 sec. West 225.90 feet,
3. South 67 deg. 49 min. 30 sec. West 84.61 feet,
4. North 22 deg. 10 min. 30 sec. West 240.00 feet to the southerly side of Sound Shore Road and the point or place of Beginning.

CONTAINING an area of 4.0000 Acres.

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

1895

WHEREAS, INTRODUCTORY RESOLUTION NO. - 2011

RESOLUTION NO. -2011, AMENDING THE 2011 CAPITAL
BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN
CONNECTION WITH IMPROVEMENTS TO COUNTY GOLF
COURSES - TIMBER POINT (CP 7166)

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
GABION WALL AT TIMBER POINT GOLF COURSE SUFFERED DAMAGE AS A
RESULT OF TROPICAL STORM IRENE OVER THE WEEKEND OF AUGUST 27-
28, 2011. THE WALL NEEDS TO BE REPAIRED, REPLACED OR REBUILT.
THIS RESOLUTION SEEKS TO AMEND THE CAPITAL BUDGET AND
PROGRAM BY USING CP 7162 (RESTORATION OF SMITH POINT COUNTY
PARK) AS AN OFFSET FOR \$100,000 IN CONSTRUCTION FUNDING FOR CP
7166 (IMPROVEMENTS TO COUNTY GOLF COURSES)

IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
11TH DAY OF OCTOBER, 2011.

RECEIVED

2011 OCT - 7 A 11:01

COUNTY LEGISLATURE
SUFFOLK COUNTY, N.Y.
HAUPPAUGE



BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

Intro. Res. No. 1895-11
Introduced by the Presiding Officer on request of the County Executive

Laid on Table

10/11/11

RESOLUTION NO. -2011, AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO COUNTY GOLF COURSES - TIMBER POINT (CP 7166)

WHEREAS, the Commissioner of Parks, Recreation and Conservation has requested funds for construction improvements at the Timber Point golf course to repair gabion baskets damaged as a result of Tropical Storm Irene; and

WHEREAS, gabion baskets are galvanized steel baskets that are filled with rock; these baskets protect the golf course along the south shoreline and also help prevent wave action from dumping sand and washing away dirt; and

WHEREAS, repairs must be made this fall to prevent major damage from occurring over the upcoming winter months; and

WHEREAS, there are not sufficient funds within the 2011 Capital Budget and Program to cover the cost of said improvements under Capital Program Number 7166; and

WHEREAS, because sufficient funds are not included in the 2011 Capital Budget and Program under CP 7166 to cover the cost of construction of this project, pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

WHEREAS, the Parks Department will be applying for reimbursement from FEMA; and

WHEREAS, Resolution No. 471-1994 as revised by Resolution No. 461-2006, established the use of a priority ranking system, implemented in the Adopted 2011 Capital Budget 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 \$100,000 in Suffolk County Serial Bonds; now, therefore, be it

1st 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 Section 617.5 (C) (1) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), because it involves maintenance or repair involving no substantial changes in an existing structure or facility; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-five (55), is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution 461-2006; and be it further

3rd RESOLVED, that the 2011 Capital Budget and Program be and they are hereby amended as follows:

Project No. 7162

Project Title: Restoration of Smith Point County Park

	<u>Total Estimated Cost</u>	<u>Current 2011 Capital Program and Budget</u>	<u>Revised 2011 Capital Program and Budget</u>
1. Planning	\$ 1,190,000	\$ 50,000 B	\$ 50,000 B
3. Construction	<u>\$15,710,000</u>	<u>\$1,200,000 B</u>	<u>\$1,100,000 B</u>
TOTAL	\$16,900,000	\$1,250,000 B	\$1,150,000 B

Project No. 7166

Project Title: Improvements to County Golf Courses

	<u>Total Estimated Cost</u>	<u>Current 2011 Capital Program and Budget</u>	<u>Revised 2011 Capital Program and Budget</u>
3. Construction	<u>\$9,272,000</u>	<u>\$1,200,000 B</u>	<u>\$1,300,000 B</u>
TOTAL	\$9,547,000	\$1,200,000 B	\$1,300,000 B

and be it further

4th **RESOLVED**, that the proceeds of \$100,000 in Suffolk County Serial Bonds be and are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-7166.314 (Fund 001-Debt Service)	26	Improvements to County Golf Courses –Timber Point	\$100,000

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. -2011, AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO COUNTY GOLF COURSES - TIMBER POINT (CP 7166)		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
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		
SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SERVICE SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
2012		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		October 4 th , 2011

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2012 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$6,899	\$0.01		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$6,899	\$0.01		\$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.

Suffolk County
General Obligation Serial Bonds
Level Debt

Term of Bonds: 20
Amount to Bond: \$100,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/1/2012	3.000%	\$3,615.80	\$3,282.64	\$6,898.44	\$6,898.44
11/1/2013	3.000%	\$3,734.49	\$1,581.97	\$5,316.46	\$6,898.44
11/1/2014	3.000%	\$3,857.08	\$1,520.68	\$5,377.76	\$6,898.44
11/1/2015	3.000%	\$3,983.70	\$1,457.37	\$5,441.07	\$6,898.44
11/1/2016	3.000%	\$4,114.47	\$1,391.98	\$5,506.45	\$6,898.44
11/1/2017	3.000%	\$4,249.53	\$1,324.45	\$5,573.98	\$6,898.44
11/1/2018	3.000%	\$4,389.03	\$1,254.70	\$5,643.73	\$6,898.44
11/1/2019	3.000%	\$4,533.10	\$1,182.67	\$5,715.77	\$6,898.44
11/1/2020	3.000%	\$4,681.91	\$1,108.26	\$5,790.17	\$6,898.44
11/1/2021	3.000%	\$4,835.60	\$1,031.42	\$5,867.02	\$6,898.44
11/1/2022	3.000%	\$4,994.33	\$952.05	\$5,946.38	\$6,898.44
11/1/2023	3.000%	\$5,158.28	\$870.08	\$6,028.36	\$6,898.44
11/1/2024	3.250%	\$5,327.61	\$785.41	\$6,113.02	\$6,898.44
11/1/2025	3.250%	\$5,502.49	\$697.97	\$6,200.46	\$6,898.44
11/1/2026	3.375%	\$5,683.12	\$607.66	\$6,290.78	\$6,898.44
11/1/2027	3.500%	\$5,869.67	\$514.38	\$6,384.06	\$6,898.44
11/1/2028	3.600%	\$6,062.35	\$418.04	\$6,480.40	\$6,898.44
11/1/2029	3.625%	\$6,261.36	\$318.54	\$6,579.90	\$6,898.44
11/1/2030	3.750%	\$6,466.90	\$215.77	\$6,682.67	\$6,898.44
11/1/2031	4.000%	\$6,679.18	\$109.63	\$6,788.81	\$6,898.44
		\$100,000.00	\$37,968.71	\$137,968.71	\$137,968.71

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

JOSEPH J. MONTUORI
COMMISSIONER

TRACEY BELLONE
DEPUTY COMMISSIONER

TO: KEN CRANNELL, Deputy County Executive

FROM: JOSEPH J. MONTUORI, Commissioner

CC: BRENDAN CHAMBERLAIN, Director of Intergovernmental Relations

DATE: OCTOBER 3, 2011

**RE: REQUEST FOR CERTIFICATE OF NECESSITY FOR
INTRODUCTORY RESOLUTION AMENDING THE 2011 CAPITAL
BUDGET AND PROGRAM AND APPROPRIATING FUNDS FOR
CP 7166 IMPROVEMENTS TO COUNTY GOLF COURSES -
TIMBER POINT**

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-Amending Capital Budget and Appropriating Funds for CP 7166 Improvements to County Golf Courses – Timber Point.doc."

A gabion wall at Timber Point Golf Course suffered damage as a result of Tropical Storm Irene over the weekend of August 27-28, 2011. Gabion baskets making the wall need to be repaired, replaced or rebuilt. This resolution seeks to amend the Capital Budget and Program by using CP 7162 (Restoration of Smith Point County Park) as an offset for \$100,000 in construction funding for CP 7166 (Improvements to County Golf Courses).

I am requesting that this resolution be submitted as a Certificate of Necessity at the October 11, 2011 General Meeting of the Legislature because the shoreline and golf course at Timber Point are currently unprotected from future storms. Repairing this gabion wall as quickly as possible is in the County's best interest in order to minimize the possibility of increased costs resulting from additional storm damage.

Should you require anything further, please contact my office at 4-4984.

Enclosures



I.R. 1895A-11

BOND RESOLUTION NO. ____ - 2011

BOND RESOLUTION OF THE COUNTY OF SUFFOLK, NEW YORK, AUTHORIZING THE ISSUANCE OF \$100,000 BONDS TO FINANCE THE COST OF IMPROVEMENTS TO COUNTY GOLF COURSES – TIMBER POINT (CP 7166.314)

THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said County Legislature) AS FOLLOWS:

Section 1. The County of Suffolk, New York (herein called the “County”), is hereby authorized to issue bonds in the principal amount of \$100,000 pursuant to the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (referred to herein as the “Law”), the Suffolk County Charter and other applicable laws, to finance the cost of improvements to County golf courses – Timber Point. The estimated maximum cost of the project described herein, including preliminary costs and costs incidental thereto and the financing thereof is \$100,000. The plan of financing includes the issuance of \$100,000 bonds or bond anticipation notes authorized pursuant to this resolution and the levy and collection of taxes on all the taxable real property in the County to pay the principal of said bonds or notes and the interest thereon as the same shall become due and payable.

Section 2. The period of probable usefulness applicable to the object or purpose for which said bonds are authorized to be issued, within the limitations of Section 11.00 a. 54 of the Law is fifteen (15) years.

Section 3. The proceeds of the bonds herein authorized, and any bond anticipation notes issued in anticipation of said bonds, may be applied to reimburse the County for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Resolution No. 320 of 1966, as amended by Resolution No. 81 of 1972, and Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of

the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the County Legislature relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and relative to executing contracts for credit enhancements and providing for substantially level or declining annual debt service, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- (c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately upon approval by the County Executive, and the Clerk of the Legislature is hereby authorized and directed to publish the foregoing resolution, in summary or in full, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the official newspaper(s) of the County.

Dated: _____

APPROVED: _____
County Executive, Suffolk County

Date of Approval: _____, 2011

The adoption of the foregoing resolution was seconded by Legislator

_____ and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATE

I, Tim Laube, Clerk of the Suffolk County Legislature, in the State of New York, HEREBY CERTIFY that Bond Resolution No. ____ - 2011 contained in the foregoing annexed extract from the minutes of a meeting of the County Legislature of the County of Suffolk duly called and held on October 11, 2011, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said County Legislature and is a true, complete and correct copy thereof and of the whole of said original Bond Resolution, which was duly adopted by the County Legislature on October 11, 2011 and approved by the County Executive on _____, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County Legislature on this ____ day of October, 2011.

(SEAL)

Tim Laube
Clerk of the Legislature

LEGAL NOTICE

The resolution, a summary of which is published herewith, has been adopted on October 11, 2011 and the validity of the obligations authorized by such resolution may be hereafter contested only if such obligations were authorized for an object or purpose for which the County of Suffolk, New York, is not authorized to expend money or if the provisions of law which should have been complied with as of the date of publication of this Notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the publication of this Notice, or such obligations were authorized in violation of the provisions of the constitution.

BY ORDER OF THE COUNTY LEGISLATURE
OF THE COUNTY OF SUFFOLK

DATED: October ____, 2011
Smithtown, New York

Tim Laube
Clerk of the Legislature

BOND RESOLUTION NO. ____ - 2011

BOND RESOLUTION OF THE COUNTY OF SUFFOLK, NEW
YORK, AUTHORIZING THE ISSUANCE OF \$100,000
BONDS TO FINANCE THE COST OF IMPROVEMENTS TO
COUNTY GOLF COURSES – TIMBER POINT (CP 7166.314)

The object or purpose for which the bonds are authorized is the construction of improvements to County golf courses – Timber Point, at the estimated maximum cost of \$100,000.

The amount of obligations to be issued is \$100,000.

The period of probable usefulness of the bonds is fifteen (15) years.

A complete copy of the Bond Resolution summarized above shall be available for public inspection during normal business hours at the office of the Clerk of the Legislature, W.H. Rogers Legislature Building, 725 Veterans Memorial Highway, Smithtown, New York.

The bond resolution was adopted on October 11, 2011.

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

1901

WHEREAS, INTRODUCTORY RESOLUTION NO. - 2011

RESOLUTION NO. -2011, AUTHORIZING THE
COUNTY EXECUTIVE TASK FORCE TO PREVENT
FAMILY VIOLENCE TO ILLUMINATE THE H. LEE
DENNISON BUILDING FOR DOMESTIC VIOLENCE
AWARENESS

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 THE COUNTY WISHES TO
SHOW ITS ENTHUSIASM AND PLEDGE ITS SUPPORT TO THIS
CAUSE BY JOINING THIS ILLUMINATION PROJECT AS A PARTNER
TO THE NEW YORK STATE "SHINE THE LIGHT ON DOMESTIC
VIOLENCE -TURN THE STATE PURPLE 2011" CAMPAIGN.

IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND CAUSED TO
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
11TH DAY OF OCTOBER, 2011.



BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

1901

Intro. Res. No. -2011
Introduced by County Executive

Laid on Table

10/11/11

RESOLUTION NO. -2011, AUTHORIZING THE COUNTY EXECUTIVE TASK FORCE TO PREVENT FAMILY VIOLENCE TO ILLUMINATE THE H. LEE DENNISON BUILDING FOR DOMESTIC VIOLENCE AWARENESS

WHEREAS, the County Executive's Task Force to Prevent Family Violence was established in 1988, with the intent to advise the County Executive on all matters related to family violence, including intimate partner violence and abuse and neglect of children, adults and elders; and

WHEREAS, the mission of the task force is to provide a collaborative forum for family violence service agencies and service providers in an effort to improve access to and facilitate coordination of services for victims of family violence in Suffolk County; and

WHEREAS, the task force mission will be accomplished by serving as a catalyst, developer, coordinator, and evaluator of resources so as to educate and protect victims, increase public awareness, and help to prevent family violence in Suffolk County; and

WHEREAS, this illumination event seeks to fulfill a public awareness component of the task force mission by spotlighting October as Domestic Violence Awareness Month and to honor survivors of domestic violence and physical abuse; and

WHEREAS, Suffolk County wishes to show its enthusiasm and pledge its support to this cause by joining this illumination project as a partner to the New York State "Shine the Light on Domestic Violence - Turn the State Purple 2011" Campaign; now, therefore be it

1st RESOLVED, that the County Department of Public Works is hereby authorized, empowered, and directed, pursuant to Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to illuminate the north side of the H. Lee Dennison Executive Office Building facing Veterans Memorial Highway at 7:00 p.m., with a purple glow, on the night of Monday, October 17, 2011, in support of The Task Force to Prevent Family Violence Building Illumination Event in Recognition of Domestic Violence Awareness Month; and be it further

2nd RESOLVED, that the presence of employees and representatives of domestic violence advocacy groups or organizations, in connection with such celebration, shall be permitted at the site.

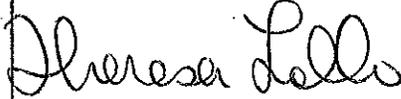
DATED:

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		
<p align="center">AUTHORIZING THE COUNTY EXECUTIVE TASK FORCE TO PREVENT FAMILY VIOLENCE TO ILLUMINATE THE H. LEE DENNISON BUILDING FOR DOMESTIC VIOLENCE AWARENESS</p>		
3. Purpose of Proposed Legislation		
SEE #2 ABOVE.		
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):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact.		
<p>This resolution has no additional fiscal impact. Suffolk County wishes to show its support to this cause by joining this illumination project as a partner to the New York State "Shine the Light on Domestic Violence-Turn the State Purple 2011" Campaign by illuminating the north side of the H. Lee Dennison Executive Office Building facing Veterans Memorial Highway at 7:00 p.m., with a purple glow, on the night of Monday, October 17, 2011, in recognition of Domestic Violence Awareness Month.</p>		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political of other Subdivision.		
N/A		
8. Proposed Source of Funding.		
N/A		
9. Timing of Impact.		
IMMEDIATE		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
THERESA LOLLO PRINCIPAL FINANCIAL ANALYST		October 7, 2011

SCIN FORM 175b (10/95)

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

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 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 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.

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

1911

WHEREAS, INTRODUCTORY RESOLUTION NO. - 2011

**RESOLUTION NO. - 2011, DESIGNATING THE
WEEK OF OCTOBER 10 - 16 AS "AGING IN PLACE
WEEK" IN SUFFOLK COUNTY**

**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. ~~1911~~ 2011, BECAUSE THE COUNTY WISHES TO EXPEDITE THIS RESOLUTION
AND RAISE AWARENESS ABOUT SERVICES FOR SENIORS THAT WILL ALLOW
THEM TO CONTINUE LIVING INDEPENDENTLY.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND CAUSED TO
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS
11TH DAY OF OCTOBER, 2011.**

Brendan R. Chamberlain

BRENDAN CHAMBERLAIN
DIRECTOR OF INTERGOVERNMENTAL RELATIONS

**RESOLUTION NO. -2011, DESIGNATING THE WEEK OF
OCTOBER 10 – 16 AS “AGING IN PLACE WEEK” IN SUFFOLK
COUNTY**

WHEREAS, Suffolk County has a vital and active senior community that enriches the County; and

WHEREAS, across the country, seniors are embracing the notion of living in their own homes for as long as possible, a movement known as aging in place; and

WHEREAS, aging in place can be accomplished for many seniors by incorporating universal design principles and assistive living technologies; and

WHEREAS, many seniors may not be aware that it is possible to remain in their homes with a few modifications and community support; and

WHEREAS, various programs exist in Suffolk County to help seniors age in place, providing a wide array of services to support the County's senior residents; and

WHEREAS, Suffolk County wants to bring attention to these issues and the services available to the senior community to help residents live independently as long as possible; now, therefore be it

1st RESOLVED, that the week of October 10 – 16, 2011 is hereby declared “**Aging in Place Week**” in Suffolk County to raise awareness about services for seniors that will allow them to continue living independently; 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: **IR Year:** 2011

Introduced By: Legislator Stern

Title of Proposed Resolution:

Resolution No. -2011, Designating the week of October 10-16 as "Aging in Place Week" in Suffolk County.

Purpose and Intent of Proposed Legislation:

This resolution declares the week of October 10-16 2011 as "Aging in Place Week" in Suffolk County. The purpose is to raise awareness of services for seniors that allow them to continue to live independently.

Detailed Explanation of Fiscal Impact:

None.

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:

Not applicable.

Proposed Source of Funding:

Not applicable.

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

Not applicable.

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:

Not applicable.

Authorized Signature

Date Completed

10/11/11

Analyst Code

LH

**Robert Lipp, Deputy Director
Budget Review Office**