

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. 1451 - 2013**

**WHEREAS, INTRODUCTORY RESOLUTION NO. 1451 - 2013**

**RESOLUTION NO. -2013, APPROVING THE  
APPOINTMENT OF ANTHONY SULLO AS A  
MEMBER OF THE SUFFOLK COUNTY FIRE, RESCUE  
AND EMERGENCY SERVICES COMMISSION**

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

**NOW, I, JONATHAN SCHNEIDER, DEPUTY SUFFOLK COUNTY  
EXECUTIVE 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. 1451 - 2013, BECAUSE THE AMENDING  
DEADLINE HAS PAST AND THIS IS THE ONLY MECHANISM BY WHICH THE  
RESOLUTION CAN BE ACTED UPON TODAY.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 18<sup>th</sup> DAY OF  
JUNE, 2013.**

  
\_\_\_\_\_  
JONATHAN SCHNEIDER  
DEPUTY SUFFOLK COUNTY EXECUTIVE

RECEIVED  
2013 JUN 17 P 12:00  
SUFFOLK COUNTY EXECUTIVE

**AMENDED COPY AS OF 6/13/2013**

Intro. Res. No. 1451-2013

Laid on Table 6/4/2013

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2013, APPROVING THE APPOINTMENT  
OF ANTHONY SULLO AS A MEMBER OF THE SUFFOLK  
COUNTY FIRE, RESCUE AND EMERGENCY SERVICES  
COMMISSION**

**WHEREAS**, Article XI, Section C11-4 of the SUFFOLK COUNTY CHARTER provides for the appointment of nineteen (19) members to the Suffolk County Fire Rescue and Emergency Services Commission; and

**WHEREAS**, the term of office was ended by the resignation of the incumbent, Richard Vella, October 24, 2012; now, therefore be it

**1<sup>st</sup>** **RESOLVED**, that the County Executive of Suffolk County has approved Anthony Sullo, residing in West Babylon, New York 11704, as a representative of the Suffolk County Volunteer Firemen's Association to the Suffolk County Fire, Rescue and Emergency Services Commission, for the term of office expiring December 31, 2013, be and the same hereby is approved; and be it further

**2<sup>nd</sup>** **RESOLVED**, that this Legislature, being the State Environment 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) and/or (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:

1451

# Anthony Sullo

## Resume for Fire Rescue and Emergency Board

To Apply for membership and voting power on this Board

### West Babylon Volunteer Fire Department

#### **I joined the West Babylon Volunteer Fire Department in April of 1992**

- Became Department trustee in 2003 – until present time
- Became company treasurer in 2004-2008
- Have done over 20 years of firefighting service and dedication

### Town Of Babylon Volunteer Fireman's Association

- Joined this association in 1995
- Became president in 2006-2007
- Became trustee in 2003 -2004

### South Shore Volunteer Fire Departments Association

Joined this association in march of 1994 and became sergeant at arms for one year  
 Became president in 1998-1999 where I served one year term

- After being President serve as Suffolk County director to this Association

### Good Samaritan Hospital Medical center

- Started working for the hospital in 1996 as a custodian
- Later became a Dialysis technician in 2002

### Suffolk County Volunteer Fireman's Association

- Joined in March of 1994 and was on many committees

- 
- 1996
  - General Studies
  - Suffolk County Community College ,Brentwood

### **• References**

- 
- Anthony Sullo
-

1451



*The Suffolk County Volunteer Firemen's Association, Inc.*

Organized 1886



*"Proud Hosts of the 2010 FASNY Convention"*

Office of the Secretary Kathryn M. Perry  
67 Smith Road  
Shirley, NY 11967  
631-395-5175

October 24, 2012

Jay Egan, Chairman  
Suffolk County Fire, Rescue & Emergency Services Commission  
PO Box 127  
Yaphank, NY 11780

Dear Chairman Egan:

Our delegate to the Suffolk County Fire, Rescue & Emergency Services Commission Richard Vella has resigned his position effective immediately. The Executive Board of the Suffolk County Volunteer Firemen's Association would like to appoint Anthony Sullo of the West Babylon Fire Department to fulfill the unexpired term which runs until December 31, 2013.

Should you have any questions or require additional information, please feel to contact me.

Sincerely yours,

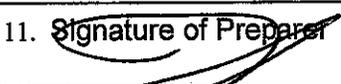
A handwritten signature in cursive script that reads 'Kathryn M. Perry'.

Kathryn M. Perry  
Secretary

1451

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Local Law: _____ Charter Law: _____ Resolution: <u> X </u>		
2. Title of Proposed Legislation Appointment of Anthony Sullo as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.		
3. Purpose of Proposed Legislation Appointment of Anthony Sullo, _____, as a representative of the Suffolk County Volunteer Firemen's Association, on the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2013.		
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 4 is "yes", Provide Detailed Explanation of Impact.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision N/A		
8. Proposed Source of Funding N/A		
9. Timing of Impact January 1, 2012 – December 31, 2013		

10. Typed Name & Title of Preparer Joseph F. Williams, Commissioner	11. Signature of Preparer 	12. Date May 1, 2013
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SCIN FORM 175b (10/95)

*Nicholas C. Pacella Jr.* 5/20/13  
ASST. EXEC. ADMMSTR

**FINANCIAL IMPACT  
2013 PROPERTY TAX LEVY  
COST TO THE AVERAGE TAXPAYER**

1451

**GENERAL FUND**

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER \$100	2013 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>		\$0.000

**POLICE DISTRICT AND DISTRICT COURT**

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER \$100	2013 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>		\$0.000

**COMBINED**

	2013 PROPERTY TAX LEVY	2013 COST TO AVG TAXPAYER	2013 AV TAX RATE PER \$100	2013 FEV TAX RATE PER \$1000
<b>TOTAL</b>	<b>\$0</b>	<b>\$0.00</b>		\$0.000

**NOTES:**

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2011.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2011-2012.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2011 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

# COUNTY OF SUFFOLK



1451

JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGER  
CHIEF FIRE MARSHAL

JOHN G. JORDAN SR.  
DEPUTY COMMISSIONER

EDWARD C. SCHNEYER  
DIRECTOR OF EMERGENCY PREPAREDNESS

## DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

### 2013 INTERGOVERNMENTAL RELATIONS MEMORANDUM OF SUPPORT

**TITLE OF BILL:** Reappointment of Anthony Sullo as a member of the Suffolk County Fire, Rescue and Emergency Services Commission.

**PURPOSE OR GENERAL IDEA OF BILL:** Appointment of Anthony Sullo, as a representative of the Suffolk County Volunteer Firemen's Association, on the Suffolk County Fire, Rescue & Emergency Services Commission for the term ending December 31, 2013.

**SUMMARY OF SPECIFIC PROVISIONS:** Expiration of existing term.

**JUSTIFICATION:** Suffolk County Charter, Article XI, Section C-11.4

**FISCAL IMPLICATIONS:** None.

COUNTY OF SUFFOLK



1451

JOSEPH F. WILLIAMS  
COMMISSIONER

STEVEN BELLONE  
SUFFOLK COUNTY EXECUTIVE

EDWARD K. SPRINGE  
CHIEF FIRE MARSHAL

JOHN G. JORDAN SR.  
DEPUTY COMMISSIONER

EDWARD C. SCHNEYE  
DIRECTOR OF EMERGENCY PREPAREDNESS

DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES

**TO:** Jon Schneider  
Deputy County Executive

**FROM:** Joseph F. Williams   
Commissioner

**DATE:** May 2, 2013

**SUBJECT:** FRES COMMISSION APPOINTMENT

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Please find attached the necessary documents for the appointment of ANTHONY SULLO as a representative of the Suffolk County Volunteer Firemen's Association to the Suffolk County Fire, Rescue and Emergency Services (FRES) Commission commencing immediately through December 31, 2013 as he is replacing representative Richard Vella who resigned from the Commission.

If you have any questions regarding this appointment, please contact Terry Portoghese of my office at 24851.

JFW:tp

cc: Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intergovernmental Relations

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

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

Submitting Department  
(Dept. Name & Location):

Department Contact Person  
(Name & Phone No.):

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

Joseph F. Williams  
Commissioner  
2-4850

Suggestion Involves:

Technical Amendment

New Program

Grant Award

Contract (New  Rev. )

Other

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

Appointment of Anthony Sullo as a member of the Suffolk County Fire, Rescue and Emergency Services Commission, replacing Richard Vella who resigned and whose unexpired term runs until December 31, 2013. Reference: Suffolk County Charter, Article XI, Section C-11.4

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

Appointment of Anthony Sullo, as a representative of the Suffolk County Volunteer Firemen's Association, on the Suffolk County Fire, Rescue and Emergency Services Commission for the period January 1, 2012 through December 31, 2013.

PLEASE FILL IN REVERSE SIDE OF FORM

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. - 2013**

1554  
**WHEREAS, INTRODUCTORY RESOLUTION NO. - 2013**

**RESOLUTION NO. -2013, AUTHORIZING THE  
SALE, PURSUANT TO LOCAL LAW NO. 16-1976,  
OF REAL PROPERTY ACQUIRED UNDER SECTION  
46 OF THE SUFFOLK COUNTY TAX ACT DAVID R.  
REISMAN, AS DEVISEE AND EXECUTOR OF  
ELIZABETH S. REISMAN (SCTM NO. 0400-024.00-  
03.00-008.000)**

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

**NOW, I, JONATHAN SCHNEIDER, DEPUTY SUFFOLK COUNTY  
EXECUTIVE 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. - 2013, BECAUSE THE REDEMPTION  
UNIT DOES NOT WANT TO RISK THE HOMEOWNER LOSING HIS BANK  
COMMITMENT BY WAITING UNTIL AUGUST TO APPROVE THIS. THIS  
REDEMPTION WOULD NET THE COUNTY OVER \$112,000.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 18<sup>th</sup> DAY OF  
JUNE, 2013.**

  
\_\_\_\_\_  
JONATHAN SCHNEIDER  
DEPUTY SUFFOLK COUNTY EXECUTIVE

RECEIVED  
2013 JUN 17 A 11:59  
SUFFOLK COUNTY, N.Y.  
TOWN OF MADISON

Introductory Resolution No. 1554-13 Laid on Table 6/18/13

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE,  
PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL  
PROPERTY ACQUIRED UNDER SECTION 46 OF THE  
SUFFOLK COUNTY TAX ACT  
**DAVID R. REISMAN, AS DEVISEE AND EXECUTOR OF  
ELIZABETH S. REISMAN**  
(SCTM NO. 0400-024.00-03.00-008.000)

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

**ALL**, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Huntington, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0400, Section 024.00, Block 03.00, Lot 008.000, and acquired by tax deed on September 21, 2009, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 21, 2009, in Liber 12600, at Page 864, and otherwise known and designated by the Town of Huntington, as Lot No. 44, on a certain map entitled "Map of Anokatok", filed in the Office of the Clerk of Suffolk County on November 26, 1945 as Map No. 1457; and

**FURTHER**, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on September 21, 2009, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on September 21, 2009 in Liber 12600 at Page 864.

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

**WHEREAS**, DAVID R. REISMAN, AS DEVISEE AND EXECUTOR OF ELIZABETH S. REISMAN has made application of said above described parcel and DAVID R. REISMAN, AS DEVISEE AND EXECUTOR OF ELIZABETH S. REISMAN has paid the application fee and will be paying \$121,764.60, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2012; now, therefore be it

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



DIVISION OF REAL PROPERTY  
ACQUISITION AND MANAGEMENT  
SPONSORS MEMO FOR COUNTY LEGISLATION

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Resolution Title:

DAVID R. REISMAN, AS DEVISEE AND EXECUTOR OF  
ELIZABETH S. REISMAN  
0400-024.00-03.00-008.000

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Purpose/Justification of Request:

Local Law No. 16 - 1976, as amended

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Specify Where Applicable:

1. Is request due to change in law? yes \_\_\_ no X  
If yes, please explain:
2. Has this resolution been submitted previously? yes \_\_\_ no X  
If yes, give I.R.#, attach copy and reason for resubmittal:
3. Is backup attached? yes X no \_\_\_
4. Is this resolution subject to SEQRA review? yes \_\_\_ no X

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Fiscal Information:

Anticipated Revenue \$121,764.60

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Contact Person Lori Sklar Telephone Number (631)853-5937

SUFFOLK COUNTY  
DIVISION OF REAL PROPERTY  
ACQUISITION AND MANAGEMENT  
CLOSING STATEMENT

June 14, 2013

Tax Map No.: 0400-024.00-03.00-008.000

Name of Last Legal Fee Owner: DAVID R. REISMAN, AS DEVISEE AND EXECUTOR OF  
ELIZABETH S. REISMAN

TREASURER'S COMPUTATION.....\$110,796.12 ✓  
Taxes.....2012/2013.....\$10,968.48 ✓  
License/Storage Fee.....OPEN  
Repairs.....OPEN  
Miscellaneous Expenses.....OPEN

TOTAL.....\$121,764.60 ✓

Monies Received.....\$121,764.60

RESOLUTION AMOUNT.....\$121,764.60

APPROVED:

Annette Brown 6-17-2013  
Accounting  
LS:lag

PREPARED BY:

Lori Sklar  
Lori Sklar  
Redemption Unit  
(631)853-5937

# COMPUTATION BY SUFFOLK COUNTY TREASURER

<u>DISTRICT</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
0400	024.00	03.00	008.000

## A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2004/05	13319.87
2005/06	13928.48
2006/07	13282.59
2007/08	12228.43
2008/09	9771.74
2009/10	9928.44
2010/11	7426.62
2011/12	7667.41

## 2012/13 PROPERTY TAXES \$10,968.48 NOT INCLUDED IN COMPUTATION

TOTAL: 87553.58 ✓

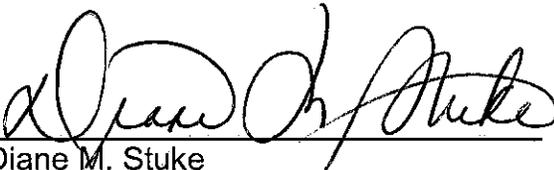
B. INTEREST DUE	17966.54
C. TOTAL	105520.12
D. 5% LINE C	5276.01
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE \$110,796.12 <sup>^</sup> 2.017

## CERTIFICATION BY COUNTY TREASURER

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

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 05-Mar-13

  
Diane M. Stuke  
Deputy County Treasurer

\*\*Interest and penalty computed to  
and including 09/01/13

STATEMENT OF FINANCIAL IMPACT  
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act  
**DAVID R. REISMAN, AS DEVISEE AND EXECUTOR OF ELIZABETH S. REISMAN**  
**0400-024.00-03.00-008.000**

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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

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

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

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

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

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

8. Proposed Source of Funding

N/A

9. Timing of Impact

2013

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

Lori Sklar

Lori Sklar    6/17/13

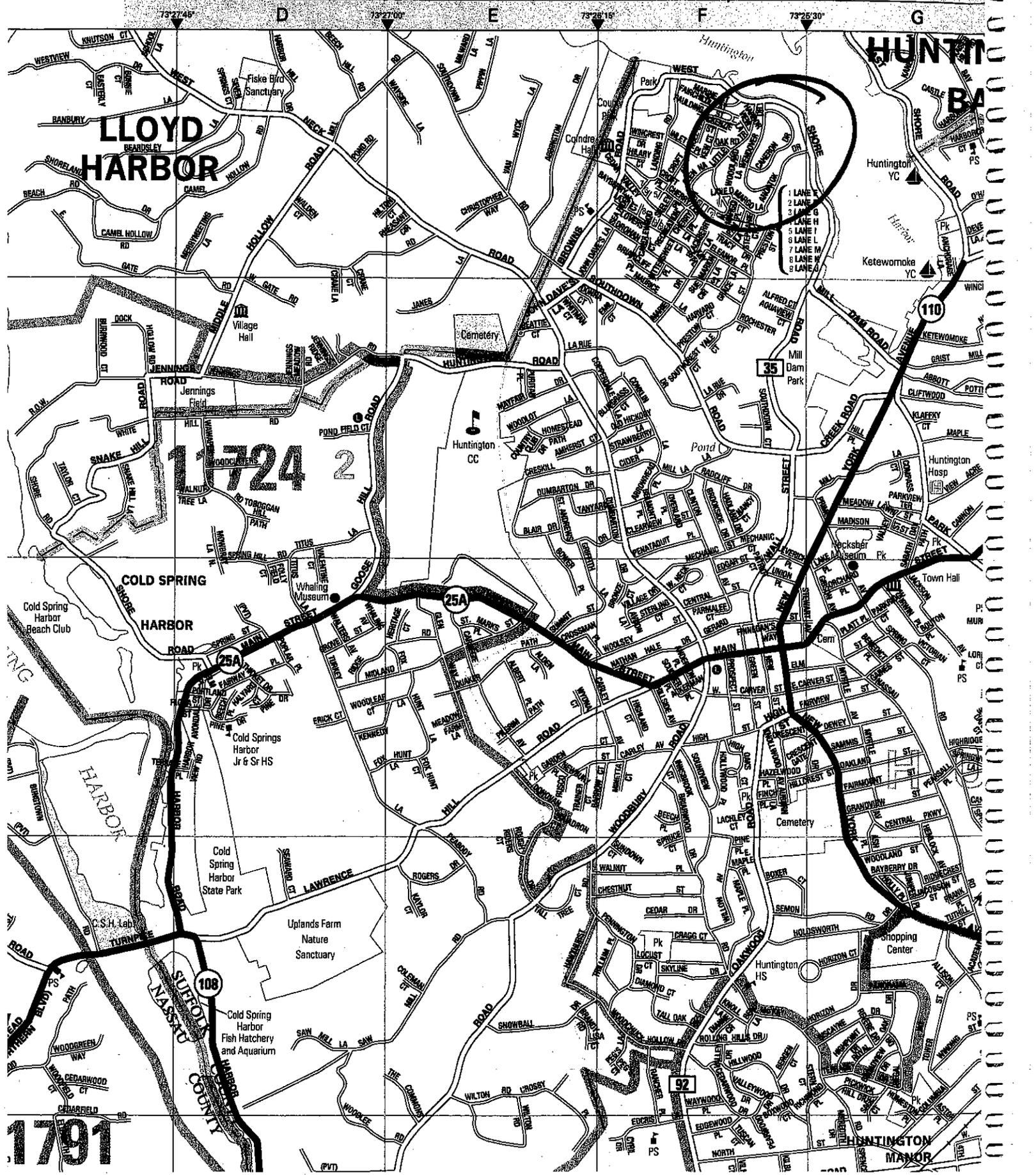
NEIL TOOMB

Neil Toomb    6/17/13

# Suffolk Co.

Joins Map 1

04012403008



1791

HUNTINGTON

LLOYD HARBOR

1724 2

COLD SPRING HARBOR

HARBOR

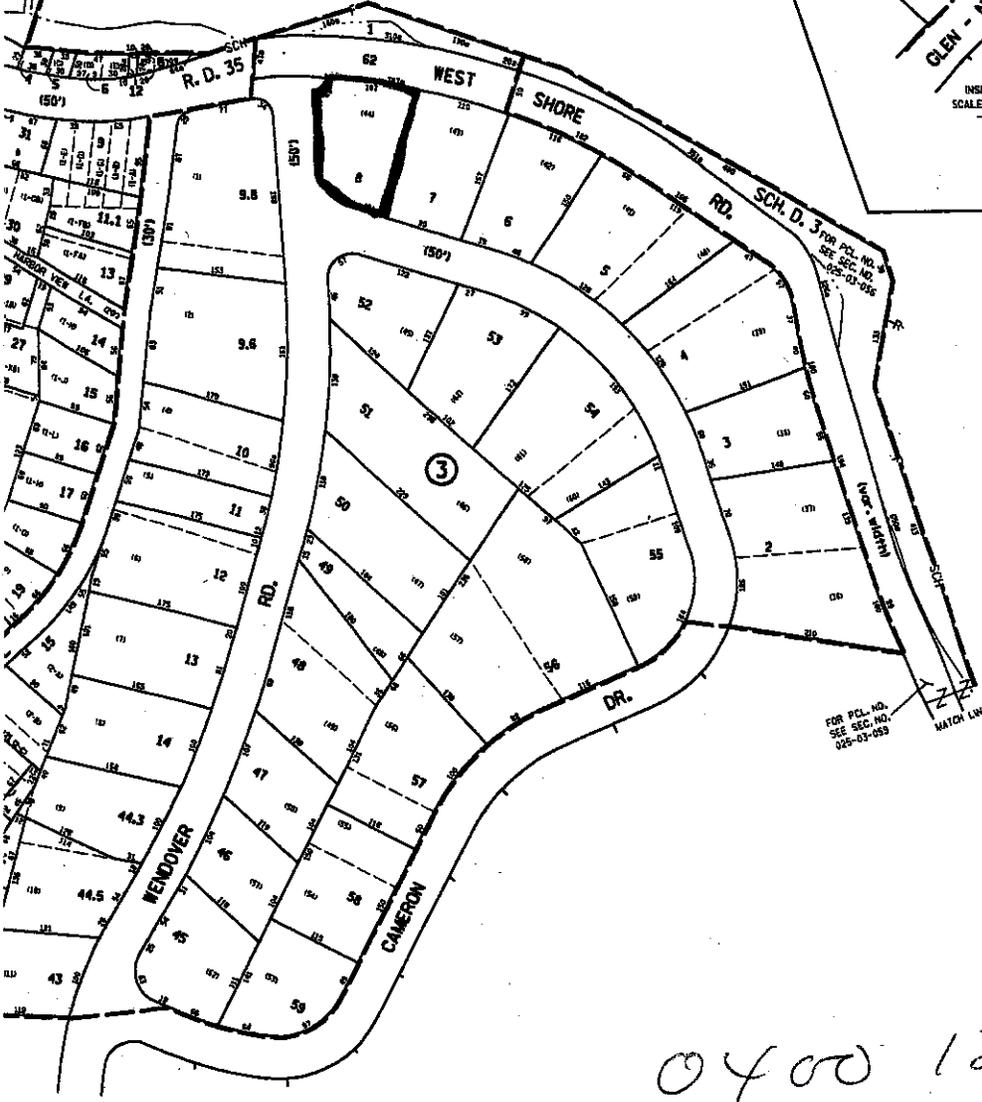
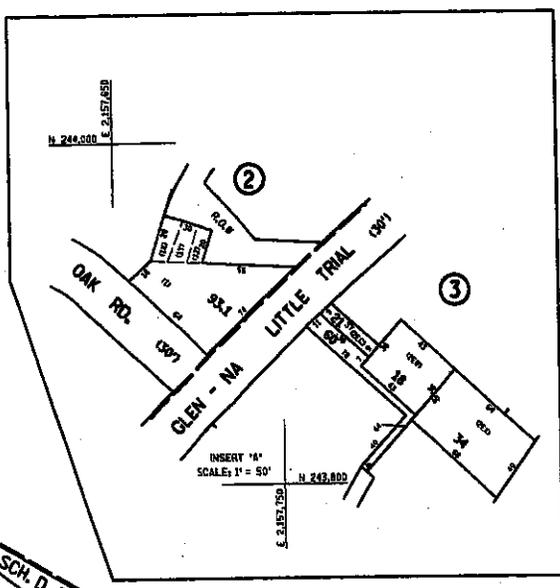
SUFFOLK COUNTY

HUNTINGTON MANOR

E 2153,400  
N 245,300

F. D. 15  
7  
2.81(2)  
HUNTINGTON  
'ER LAND)

HUNTINGTON HARBOR



0400 124 03 008

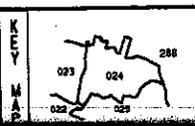
E 2153,400  
N 245,300

PROPERTIES DISTRICTS:

NOTICE  
MAINTENANCE, ALTERATION, SALE OR DISTRIBUTION OF ANY PORTION OF THE SUFFOLK COUNTY TAX MAP IS PROHIBITED WITHOUT WRITTEN PERMISSION OF THE



COUNTY OF SUFFOLK ©  
Real Property Tax Service Agency  
County Center Riverhead, N Y 11901  
SCALE IN FEET



TOWN OF HUNTINGTON  
VILLAGE OF  
DISTRICT NO 0400

SECTION NO  
024  
PROPERTY MAP

**COUNTY OF SUFFOLK**



**Steven Bellone**  
SUFFOLK COUNTY EXECUTIVE

**Department of**  
**Economic Development and Planning**

**Joanne Minieri**  
Deputy County Executive and Commissioner

**Division of Real Property**  
**Acquisition and Management**

June 17, 2013

Jon Schneider, Deputy County Executive  
H. Lee Dennison Bldg. – 12<sup>th</sup> Floor  
Hauppauge, New York 11788-0099

Re: Tax Map No. 0400-024.00-03.00-008.000  
DAVID R. REISMAN, AS DEVISEE AND EXECUTOR OF  
ELIZABETH S. REISMAN

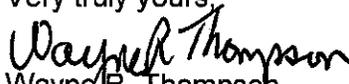
Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

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

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

Very truly yours,

  
Wayne R. Thompson  
Real Property Management Supervisor

WRT: lag

**Attachment**

cc: Dennis M. Cohen, Chief Deputy County Executive  
Lisa Santeramo, Assistant Deputy County Executive  
Tom Vaughn, Director of Intragovernmental Relations  
CE Reso Review (e-copy)  
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)  
Alice Kubicko, Inventory (e-copy)

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION  
OF INTRODUCTORY RESOLUTION NO. - 2013**

**WHEREAS, INTRODUCTORY RESOLUTION NO. 1476 – 2013**

**RESOLUTION NO. -2013, APPROVING  
EXTENSION OF LICENSE FOR NORTH FERRY CO.  
INC. FOR GREENPORT HARBOR SERVICE  
BETWEEN SHELTER ISLAND HEIGHTS, NEW  
YORK, AND GREENPORT, NEW YORK**

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

**NOW, I, JONATHAN SCHNEIDER, DEPUTY SUFFOLK COUNTY  
EXECUTIVE 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. – 2013, BECAUSE NORTH FERRY CO.  
PROVIDES A VITAL TRANSPORTATION SERVICE BETWEEN GREENPORT,  
NY, AND SHELTER ISLAND HEIGHTS, NY. NORTH FERRY CO. SUBMITTED  
THEIR APPLICATION MAY 29, 2013. THE EXISTING LICENSE APPROVED BY  
RES. 549-2008 WILL EXPIRE JUNE 24, 2013. THIS RESOLUTION APPROVES  
THE EXTENSION OF NORTH FERRY CO. LICENSE TO OPERATE; THERE IS NO  
FEE CHANGES ATTACHED TO THIS APPLICATION. TO MAINTAIN  
CONTINUAL SERVICE IT IS NECESSARY TO PRESENT THE CERTIFICATE OF  
NECESSITY.**

**IN WITNESS THEREOF, I HAVE HERewith SET MY HAND AND  
CAUSED TO BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 18<sup>th</sup> DAY OF  
JUNE, 2013.**

  
\_\_\_\_\_  
JONATHAN SCHNEIDER  
DEPUTY SUFFOLK COUNTY EXECUTIVE

**UPDATED VERSION AS OF 5/31/2013**

Intro. Res. No. 1476-2013

Laid on Table 6/4/2013

Introduced by Presiding Officer, pursuant to Rule 3(F)(13) of the Suffolk County Legislature

**RESOLUTION NO. -2013, APPROVING EXTENSION OF  
LICENSE FOR NORTH FERRY CO. INC. FOR GREENPORT  
HARBOR SERVICE BETWEEN SHELTER ISLAND HEIGHTS,  
NEW YORK AND GREENPORT, NEW YORK**

**WHEREAS**, North Ferry Co., Inc. has applied to the Suffolk County Legislature, by a Petition dated May 29, 2013 and verified May 29, 2013, pursuant to Article 8 of the Navigation Law and Section 71 of the Transportation Corporations Law of the State of New York and Local Law No. 7 of 1982 of Suffolk County; and

**WHEREAS**, North Ferry Co., Inc. has heretofore filed with the Clerk of the Suffolk County Legislature its undertaking with a surety all pursuant to Article 8 of the Navigation Law of the State of New York; now, therefore be it

**1<sup>st</sup> RESOLVED**, that:

- (1) The Petition of North Ferry Co., Inc. dated May 29, 2013 is approved;
- (2) The undertaking heretofore filed with the Clerk of the Suffolk County Legislature in the sum of \$10,000 is hereby approved;
- (3) The Ferry License heretofore granted to North Ferry Co., Inc. to operate a public ferry service over and upon the waters of the Greenport Harbor for service between Shelter Island Heights, New York and Greenport, New York, all within the County of Suffolk be and the same hereby is extended up to and including ten years subsequent to the effective date of this resolution;
- (4) This Ferry License is granted subject to all existing laws, rules and regulations of all Federal, State, County And Municipal Governments and agencies having jurisdiction thereover;
- (5) The rates and fares to be charged for transportation pursuant to this License shall not exceed the rates and fares authorized to the said North Ferry Co., Inc. from time to time by the Suffolk County Legislature pursuant to Article 8 of the Navigation Law, Section 71 of the Transportation Corporations Law, Section 131-g of the Highway Law and Local Law No. 7 of 1982 of Suffolk County;
- (6) The said rates and fares and schedules, if any, shall be posted at each entrance of the ferry pursuant to Section 113 of the Navigation Law and Section 72 of the Transportation Corporations Law.

DATED:

APPROVED BY:

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

Date:

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

**IR Number:** 1476      **IR Year:** 2013

**Introduced By:** Presiding Officer Lindsay

***Title of Proposed Resolution:***

**Approving extension of license for North Ferry Co. Inc. for Greenport Harbor Service between Shelter Island Heights, New York and Greenport, New York.**

***Purpose and Intent of Proposed Legislation:***

This resolution serves to approve an extension of license for North Ferry Co. Inc. for Greenport Harbor Service between Shelter Island Heights, New York and Greenport, New York for up to ten years subsequent to the effective date of this resolution.

***Detailed Explanation of Fiscal Impact:***

There is no direct fiscal impact to the County associated with granting this extension of license.

***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.

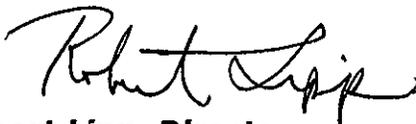
***Total Estimated Financial Impact on all Funds, tax rates, and property tax:***

None.

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

Nominal impact.

***Authorized Signature***



**Robert Lipp, Director  
Budget Review Office**

***Date Completed***

06/06/2013

***Analyst Code***

RD

**CERTIFICATE OF NECESSITY FOR THE IMMEDIATE CONSIDERATION OF  
INTRODUCTORY RESOLUTION NO. - 2013**

**1558**  
**WHEREAS, INTRODUCTORY RESOLUTION NO. - 2013**

**RESOLUTION NO. -2013, APPROVING A  
MEMORANDUM OF AGREEMENT BETWEEN THE  
DEPARTMENT OF ECONOMIC DEVELOPMENT AND  
PLANNING, DIVISION OF REAL PROPERTY  
ACQUISITION AND MANAGEMENT AND THE SUFFOLK  
COUNTY WATER AUTHORITY**

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

**NOW, I, JONATHAN SCHNEIDER, DEPUTY SUFFOLK COUNTY EXECUTIVE  
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. - 2013,  
BECAUSE IN ORDER TO INCLUDE SUFFOLK COUNTY WATER AUTHORITY  
PARCELS IN THE SEPTEMBER 24 & 25, 2013 AUCTION, THE AUCTION BROCHURE  
MUST BE AVAILABLE AT LEAST 45 DAYS PRIOR TO THE AUCTION DATE. THIS  
YEAR THAT DATE WOULD BE AUGUST 9, 2013. [SEE A42-4G(4)]**

**IN WITNESS THEREOF, I HAVE HEREWITH SET MY HAND AND CAUSED TO  
BE AFFIXED THE SEAL OF SUFFOLK COUNTY THIS 18<sup>th</sup> DAY OF JUNE, 2013.**

  
\_\_\_\_\_  
**JONATHAN SCHNEIDER  
DEPUTY SUFFOLK COUNTY EXECUTIVE**

1558

Introductory Resolution No. -2013  
Introduced by Presiding Officer on request of the County Executive

Laid on Table 6/18/13

**RESOLUTION NO. -2013, APPROVING A  
MEMORANDUM OF AGREEMENT BETWEEN THE  
DEPARTMENT OF ECONOMIC DEVELOPMENT AND  
PLANNING, DIVISION OF REAL PROPERTY ACQUISITION  
AND MANAGEMENT AND THE SUFFOLK COUNTY WATER  
AUTHORITY**

**WHEREAS**, the Division of Real Property Acquisition and Management (DRPAM) is preparing for a September Auction Sale of Surplus County Owned Real Estate (the 2013 Auction); and

**WHEREAS**, the Suffolk County Water Authority (SCWA), a public benefit corporation established pursuant to the New York Public Authorities Law, has requested that DRPAM assist the SCWA with selling certain designated SCWA parcels by including such SCWA parcels in the 2013 Auction and, to facilitate same, has presented DRPAM with a Memorandum of Agreement attached hereto as Exhibit A (the MOA); and

**WHEREAS**, pursuant to General Municipal Law §99-r, municipal corporations and public benefit corporations are authorized to enter into agreements for the sharing of governmental services as an effective means of providing services to the public as well as the potential for savings and increased efficiencies; and

**WHEREAS**, DRPAM has an opportunity to increase revenue by entering into the MOA and deems it to be in the best interests of the County to do so; now, therefore, be it

**1<sup>st</sup> RESOLVED**, that the Department of Economic Development and Planning, Division of Real Property Acquisition and Management, is hereby authorized and directed to engage in the sale of the SCWA parcels in conjunction with the 2013 Auction; and be it further

**2<sup>nd</sup> RESOLVED**, that the County Executive, the Department of Economic Development and Planning, its Commissioner, its Director of Real Estate and the County Attorney are each hereby authorized, empowered and directed to negotiate, execute and deliver the MOA, substantially in the form presented herewith, with such changes thereto as may be reasonably necessary or desirable, and to take such further actions as may be necessary or desirable to effectuate the purposes and intent of this resolution; and be it further

**3<sup>rd</sup> RESOLVED**, this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8 and Chapter 279 of the Suffolk County Code, hereby finds and determines that this law constitutes a Type II action, pursuant to Title 6 of the New York Code of Rules and Regulations Part 617.5 (c)(9) and (20). Since this law is a Type 11 action, the Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

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

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

**EXHIBIT A**

**MEMORANDUM OF AGREEMENT**

**For Shared Services**

**Between the County of Suffolk**

**and**

**Suffolk County Water Authority**

**WHEREAS**, this Memorandum of Agreement (MOA) is between the **County of Suffolk (County)**, a municipal corporation of the State of New York, acting through its duly constituted **Department of Economic Development and Planning, Division of Real Property Acquisition and Management**, located at 100 Veterans Memorial Highway, PO Box 6100, Hauppauge, New York 11788 (**Department**) and **Suffolk County Water Authority (SCWA)**, a public benefit corporation established pursuant to New York Public Authorities Law, with offices at 4060 Sunrise Highway, PO Box 38, Oakdale, New York 11769, hereinafter referred to as the “Parties”; and

**WHEREAS**, the County annually conducts a public auction of surplus land pursuant to terms and conditions approved by the Suffolk County Legislature; and

**WHEREAS**, SCWA is desirous of participating in the County’s auction next scheduled for September 24<sup>th</sup> and 25<sup>th</sup>, 2013 (the “2013 Auction”) to offer certain parcels (or groups of parcels) of real property owned by SCWA for auction to the public at said auction; and

**WHEREAS**, pursuant to General Municipal Law §99-r, municipal corporations and public benefit corporations are authorized to enter into agreements for the sharing of governmental services as an effective means of providing services to the public as well as the potential for savings and increased efficiencies; and

**WHEREAS**, the Parties are desirous of setting forth and memorializing the terms of SCWA’s participation in the 2013 Auction

**NOW THEREFORE**, it is agreed by the Parties hereto as follows:

1. SCWA’s participation in the 2013 Auction is subject to the approval of the Suffolk County Legislature and the Suffolk County Executive.
2. The County agrees to permit SCWA to participate in the 2013 Auction pursuant to the terms and conditions of this Memorandum of Agreement, once approved by the Suffolk County Legislature and the Suffolk County Executive.

3. SCWA may offer for sale the parcels identified on Schedule A attached hereto and made a part hereof (the “SCWA Parcels”).
4. SCWA reserves the unqualified right to withdraw any of the SCWA Parcels from the 2013 Auction at any time and for any reason.
5. On the day of the 2013 Auction the County agrees to provide SCWA with a work area in the area where the auction is being held.
6. The County agrees to publish a listing of the SCWA Parcels in the Suffolk 2013 Auction Brochure (the “Brochure”) in tax map sequence interspersed among the County parcels offered for sale. Each SCWA Parcel listing shall contain the same general information as is used to describe each County parcel and shall further identify such parcel as being owned and sold by SCWA.
7. The County shall also publish a copy of the form contract, attached hereto as Schedule B, in the Brochure (the “SCWA Contract”). SCWA may revise the SCWA Contract at any time, and the form contract attached to the Brochure shall so advise.
8. SCWA shall determine the upset price for each SCWA Parcel and the County shall include the upset price in the Brochure.
9. The County shall provide an auctioneer to solicit bids for each of the SCWA Parcels. The auctioneer shall use the same methods and techniques for SCWA Parcels as used to solicit bids for County parcels.
10. The SCWA Parcels shall be offered for sale in consecutive tax map order interspersed among the other parcels offered for sale at the 2013 Auction.
11. The County shall only permit bidders qualified pursuant to its pre-qualification procedures set forth in the Brochure to submit bids for the SCWA Parcels.
12. All rules of conduct established by the County for the 2013 Auction will be complied with by SCWA.
13. The entity submitting the highest bid for a SCWA Parcel shall be awarded the right to purchase that SCWA Parcel. The entity awarded the right to purchase a SCWA Parcel shall be referred to as the “SCWA Purchaser.”
14. Upon award of the right to purchase a SCWA Parcel, the SCWA shall direct the SCWA Purchaser to the County’s work area to pay the County a fee in the amount of One Percent (1%) of the accepted bid price (the “Auction Fee”). The County shall issue to the SCWA Purchaser a receipt for the payment of the Auction Fee. The SCWA Purchaser shall then be directed to the SCWA’s work area.

15. Upon presentation of the receipt demonstrating payment of the Auction Fee, the SCWA Purchaser will be required to execute the SCWA Contract for the SCWA Parcel. SCWA reserves the right to refuse to provide a SCWA Contract to any SCWA Purchaser. The Auction Fee shall be returned to the SCWA Purchaser by the County if the SCWA does not provide the SCWA Purchaser the SCWA Contract.
16. SCWA agrees that the SCWA Purchaser shall provide to SCWA, simultaneously with its execution of the SCWA Contract, a down payment in the amount of Twenty Percent (20%) of the accepted bid. Only Certified Checks, Bank Checks or Money Orders will be accepted from the SCWA Purchaser for the down payment. SCWA shall require that any Certified Check, Bank Check or Money Order shall be made payable to SCWA Purchaser and endorsed over to SCWA at such time.
17. Each SCWA Contract shall be provided to the SCWA Board. The SCWA Board may execute the SCWA Contract or reject, for any reason, executing the SCWA Contract.

SCWA agrees to pay the County One Percent (1%) (the “Closing Payment”) of the final purchase price (the amount of money SCWA actually receives) for each SCWA Parcel sold as a result of a SCWA Contract signed at or as a result of the 2013 Auction. This payment shall be made within twenty (20) business days of the closing on the sale of each SCWA Parcel (the “Closing”). If title does not close for reasons other than a title defect and SCWA retains a down payment or any portion thereof, SCWA will pay to the County One Percent (1%) of the amount of the down payment retained within 20 days after the final non-appealable decision confirming SCWA’s right to retain the down payment is issued.

If the SCWA Board rejects executing the SCWA Contract and the SCWA returns the down payment to the SCWA Purchaser, the County will not receive any payment with regard to that transaction from the SCWA and the County shall return the Auction Fee to the SCWA Purchaser upon SCWA’s notice and verification to the County that title it did not proceed with the transaction.

If title does not close due to a title defect pursuant to terms of the SCWA Contract and not due to a default of the SCWA Purchaser, the SCWA shall return the down payment and upon SCWA’s notice and verification to the County that it did not proceed with the transaction to the County, the County shall return the Auction Fee to the SCWA Purchaser.

18. In the event a SCWA Purchaser’s Auction Fee check is dishonored or returned to the County for insufficient funds, the County shall promptly notify SCWA. As a condition of Closing, SCWA shall collect from the SCWA Purchaser at the Closing, the Auction Fee plus an additional fee of \$250 for administrative costs. The Auction Fee and the administrative costs shall be paid by SCWA to the County with the Closing Payment.

19. At the time of the execution of this Memorandum of Agreement, SCWA shall pay to the County the sum of Five Thousand Dollars (\$5,000.00) for administrative services to be provided by the County to SCWA for SCWA's participation in the 2013 Auction pursuant to the terms of this Memorandum of Agreement. If SCWA wishes to set auction rules different than the rules of the County's 2013 Auction, it will provide such SCWA auction rules to the County before July 19, 2013, and such rules will be attached to the Brochure and identified as SCWA rules.
20. SCWA shall retain sole discretion to resolve any issue arising during the 2013 Auction relating to the sale of the SCWA Parcels, including rejecting any bid or refusing to offer a SCWA Purchaser a SCWA Contract for execution.
21. SCWA agrees to defend and indemnify the County and hold it harmless from any liability, including reasonable attorneys' fees, arising out of or from the inclusion of the SCWA Parcels in the County's Auction Brochure and 2013 Auction, including, but not limited to, liability based upon descriptions of the SCWA Parcels to be sold, the conduct, as to the SCWA Parcels, of the 2013 Auction itself, and the terms and conditions of the SCWA Contract and the adherence of the SCWA thereto or the breach thereof.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be duly signed and executed as of the latest date written below.

**Signatures appear on the following page**

**This Memorandum of Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.**

**Suffolk County Water Authority**

**County of Suffolk**

**By:** \_\_\_\_\_  
**Name:** Jeffrey W. Szabo  
**Title:** Chief Executive Officer

**By:** \_\_\_\_\_  
**Name:** Dennis M. Cohen  
**Title:** Chief Deputy County Executive

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

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

\_\_\_\_\_, hereby certifies under penalties of perjury that I am an officer of Suffolk County Water Authority, that I have read and I am familiar with §A5-7 of Article V of the Suffolk County Code, and that Suffolk County Water Authority meets all requirements to qualify for exemption thereunder.

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

Approved as to Legality

DENNIS M. BROWN, ESQ.  
County Attorney

Approved as to Content

JILL ROSEN-NIKOLOFF  
Director of Real Estate

**By:** \_\_\_\_\_  
ROBERT A. BRAUN, ESQ.      Date  
Assistant County Attorney

\_\_\_\_\_  
Jill Rosen-Nikoloff      Date

Schedule "A"

North Fifth Street  
 250 North Fifth Street  
 e/s of North Fifth Street  
 350' n/o W. John Street  
 Village of Lindenhurst, Town of Babylon

SCTM# 0103-006.00-04.00-085.000  
 Size: 100 x 100

Montauk Blvd  
 1411.24' e/o Oakdale Bohemia Road  
 n/s/o Montauk Blvd & n/o L.I.R.R.  
 Oakdale, Town of Islip

SCTM# 0500-326.00-01.00-025.001  
 0500-327.00-01.00-023.011  
 0500-327.00-01.00-023.002  
 Size: 12.81 acres

South Faber Street  
 18 South Faber Street  
 n/s of South Faber Street  
 Approx. 84' w/o South Franklin Street  
 Montauk, Town of East Hampton

SCTM# 0300-028.00-06.00-013.002  
 Size: 1.06 acres

Beechnut Avenue  
 2902 Beechnut Ave  
 71' w/o Beechnut Ave & 181.5' n/o  
 Phillips Drive  
 Medford, Town of Brookhaven

SCTM# 0200-659.00-03.00-017.000,  
 025.000  
 Size: 1.15 acres

Pauls Path  
 10 Pauls Path  
 s/s of Pauls Path at Intersection of 1<sup>st</sup> Street  
 Coram, Town of Brookhaven

SCTM# 0200-494.00-01.00-033.002  
 Size: 6.14 acres

Briarcliff Road & Upper Crossway  
 10 Briarcliff Road  
 12 Briarcliff Road  
 19 Upper Crossway  
 n/w corner of the intersection of Briarcliff Rd  
 and Lower Cross  
 Shoreham, Town of Brookhaven

SCTM# 0200-079.00-02.00-001.000  
 SCTM# 0200-057.00-02.00-024.000,  
 025.000  
 Size: 2.69 acres

River Road  
 258 River Road  
 Approximately 625' n/o Sunset Drive  
 Shirley, Town of Brookhaven

SCTM# 0200-746.00-01.00-012.000  
 Size: 5.0 acres

Alvah's Lane  
 5585 Alvah's Lane  
 n/s/o L.I.R.R., w/s/o Alvah's Lane  
 Cutchogue, Town of Southold

SCTM# 1000-101.00-02.00-016.000  
 Size: 6.85 acres

Schedule B

**CONTRACT OF SALE**

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2013 is between the Suffolk County Water Authority, a New York public benefit corporation, with a principal office at P. O. Box 38, 4060 Sunrise Highway, Oakdale, New York 11769, Federal Identification Number 11-6002552 hereinafter called "Seller" and

\_\_\_\_\_, Federal Identification Number \_\_\_\_\_ hereinafter called "Purchaser."

1. Agreement to Sell and Purchase

- a. Seller owns certain property located at **SCWA PARCEL** in \_\_\_\_\_, New York, (the "Premises"). Seller agrees to sell the Premises and Purchaser agrees to buy the Premises as more fully described on a separate page marked "Schedule A."
- b. This sale includes all of Seller's ownership and rights, if any, in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Premises to the center line thereof. It also includes any right of Seller to any unpaid award by reason of any taking by condemnation and/or for any damage to the Premises by reason of change of grade of any street or highway. Seller will deliver at no additional cost to Purchaser, at Closing, or thereafter, on demand, any documents which Purchaser may require to collect the award and damages.

2. Purchase Price and When Paid

- a. The purchase price for the Premises is \$ \_\_\_\_\_.
- b. The purchase price is payable as follows
  - i. A downpayment on the signing of this Contract of \$ \_\_\_\_\_. The downpayment shall be deposited in the general account of the Suffolk County Water Authority. The funds shall not be held in escrow by Seller's attorneys.
  - iii. A Balance due at Closing of \$ \_\_\_\_\_.

3. Acceptable funds

All money payable under this Contract unless otherwise specified, shall be either:

- a. Cash, but not over Five Hundred (\$500.00) Dollars,
- b. Good certified check of Purchaser, or official check of any bank, savings bank, trust company, or savings and loan association having a banking office in the State of New York, payable to the order of Seller,
- c. Money other than the purchase price, payable to Seller at Closing, may be by check of Purchaser up to the amount One Hundred (\$100.00) dollars, or
- d. As otherwise agreed to in writing by Seller or Seller's attorney.

4. Permitted Exceptions

The Premises are to be transferred subject to:

- a. Laws and governmental regulations that affect the use and maintenance of the Premises.
- b. Consents for the erection of any structures on, under or above any streets on which the Premises abut.
- c. Covenants, restrictions, reservations and utility easements of record affecting the Premises.
- d. Any state of facts an accurate survey may show provided same does not render title uninsurable.
- e. Any proposed, adopted or actual street widenings, variations between description herein and tax map description, and any variation between fences, curbs, retaining wall, hedges, if any, and record lines.
- f. Zoning regulations and ordinances which are not violated by the existing structures or present use thereof.
- g. Rights of utility companies to lay, maintain, install and repair pipes, lines, poles, conduits, cable boxes and related equipment on, over and under the Premises.

5. Title Company Approval

- a. Seller shall give and Purchaser shall accept such title as any reputable title insurance company licensed in the State of New York shall be willing to approve

and insure in accordance with its standard form of title policy approved by the New York State Insurance Department, subject only to the matters provided for in this Agreement.

- b. Purchaser shall order an examination of the title of the Premises from a title company licensed or authorized by the New York State Insurance Department to issue title insurance or any agent for such title company promptly after the full execution of this Agreement. Purchaser shall cause a copy of the title report and of any additions thereto to be delivered to the attorney(s) for the Seller promptly after receipt thereof but in no event less than thirty (30) days before the date fixed for Closing.
- c. If at the date of Closing the Seller is unable to transfer title to the Purchaser in accordance with this Agreement or the Purchaser has other valid grounds for refusing to close, whether by reason of liens, encumbrances or other objections to title or otherwise (herein collectively called "Defects"), other than those subject to which the Purchaser is obligated to accept title hereunder or which the Purchaser may have waived and other than those which the Seller has herein expressly agreed to remove, remedy or discharge and if the Purchaser shall be unwilling to waive the same and to close title without abatement of the purchase price, then, except as hereinafter set forth, the Seller shall have the right, at its sole election, either to take such action as the Seller may deem advisable to remove, remedy, discharge or comply with such Defects or to cancel this Agreement. If the Seller elects to take action to remove, remedy or comply with such Defects, the Seller shall be entitled from time to time, upon a period or periods not exceeding 60 days in the aggregate, to adjourn the date for Closing to a date specified by the Seller not beyond such period. If for any reason whatsoever, the Seller shall not have succeeded in removing, remedying or complying with such Defects at the expiration of such adjournment(s), and if the Purchaser shall still be unwilling to waive the same and to close title, then either party may cancel this Agreement by Notice pursuant to Paragraph 19 to the other given after such adjourned date. Nothing herein contained shall require Seller to bring any action or proceeding, or otherwise incur any expense in excess of \$500.00 to render title insurable.

## 6. Closing Defined and Form of Deed

Closing means the settlement of the obligations of Seller and Purchaser to each other under this Contract, including the payment of the purchase price to Seller, and the delivery to Purchaser of a Bargain and Sale with Covenant's against Grantor's Acts deed in proper statutory form for recording so as to transfer full ownership (fee simple title) to the Premises, free of all encumbrances except as herein stated. The deed will contain a covenant by Seller as required by Section 13 of the Lien Law.

Seller will deliver to Purchaser at the time of Closing a resolution of its Board authorizing the sale and delivery of the deed.

7. Closing Date and Place

The Closing will take place at the office of Seller at 2:00 p.m. o'clock on or about \_\_\_\_\_ 2013. SCWA may consider a request by Purchaser to close title at a location other SCWA's offices. If the Closing occurs at another location, an attendance fee will be charge at the rate of \$250.00 Base Fee for the first three hours, plus \$150.00 for every hour, or fraction thereof, thereafter. For Closings in Nassau County, the Base Fee will be \$350.00, in New York City or the boroughs thereof, the Base Fee is \$450.00. All times shall be measured and computed from and to Oakdale, New York, as the starting and completion point. The minimum fee applicable to the transaction shall be paid to Seller two (2) days prior to the closing day for which travel is requested.

8. Broker

Seller and Purchaser represents and warrants to each that neither party has not dealt with any broker in connection with this sale. Seller and Purchaser shall indemnify and defend each other against any costs, claims and expenses, including reasonable attorneys' fees, arising out of the breach on their respective parts of any representation or agreement contained in this paragraph. The provisions of this paragraph shall survive Closing.

9. Compliance with State and Municipal Department Violations and Orders

- a. Seller will comply with all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority over the Seller regarding conditions affecting the Premises at the date hereof ("Violations"). The Premises shall be transferred free of them at Closing. Seller shall furnish Purchaser with any authorizations necessary to make the searches that could disclose these matters.
- b. If the Seller elects to take action to remove, remedy or comply with such Violations, the Seller shall be entitled from time to time, upon a period or periods not exceeding 60 days in the aggregate, to adjourn the date for Closing to a date specified by the Seller not beyond such period. If for any reason whatsoever, the Seller shall not have succeeded in removing, remedying or complying with such Violations at the expiration of such adjournment(s), and if the Purchaser shall still be unwilling to waive the same and to close title, then either party may cancel this Agreement by Notice pursuant to Paragraph 19 to the other given after such adjourned date. Nothing herein contained shall require Seller to bring any action

or proceeding, or otherwise incur any expense in excess of \$500.00 to cure such Violations.

10. Apportionments

Apportionments, if any, shall be made as of the closed of business on the day prior to the Closing Date.

11. Use of Purchase Price to pay Encumbrances

If there are any unpaid taxes, assessments, water charges or anything else affecting the sale which Seller is obligated to pay and discharge at Closing, Seller may use any portion of the balance of the purchase price to discharge it. As an alternative, Seller may deposit money with the title insurance company employed by Purchaser required by it to assure its discharge, but only if the title insurance company will insure Purchaser's title clear of the matter or insure against its enforcement out of the Premises. Upon request made within a reasonable time before Closing, Purchaser agrees to provide separate checks as requested to assist in clearing these matters.

12. Affidavit as to Judgments, Bankruptcies, etc.

If a title examination discloses judgments, bankruptcies or other returns against persons having names the same as or similar to that of Seller, Seller shall deliver a satisfactory detailed affidavit at Closing showing that they are not against Seller.

13. Seller's Exemption and Purchaser's Obligation to pay Deed Transfer and Recording Taxes

- a. Section 1405(a)(1) of the New York Tax Law exempts the Seller from paying transfer taxes.
- b. At Closing, pursuant to Section 1404(a) of the Tax Law, Purchaser shall deliver checks payable to the order of the appropriate State, City or County officer in the amount of any applicable transfer and/or recording tax payable by reason of the delivery or recording of the deed, together with any required tax return. Purchaser agrees to duly complete the tax return and to cause the check(s) and the tax return to be delivered to the appropriate officer promptly after Closing. Seller agrees to execute the transfer tax return.

14. Purchaser's Lien

All money paid on account of this Contract, and the reasonable expenses of examination of the title to the Premises are hereby made liens on the Premises and collectable out of the Premises. Such liens shall not continue after default in performance of the Contract by Purchaser.

15. Seller's Inability to Convey and Limitation of Liability

If Seller is unable to transfer title to Purchaser in accordance with this Contract, Seller's sole liability shall be to refund all money paid on account of this Contract, plus all charges made for:

- a. Examining the title and,
- b. Any appropriate additional searches made in accordance with this Contract.

Upon such refund and payment, this Contract shall be considered canceled, and neither Seller nor Purchaser shall have any further rights, obligations or liabilities against the other.

16. Condition of Property and Purchaser's Acknowledgments

- a. Purchaser has inspected the Premises, is fully familiar with the physical condition and state of repair thereof and shall agree to accept and purchase the Premises "as is" and in their present condition subject to reasonable use, wear, tear, and natural deterioration between now and Closing without any reduction in the Purchase Price for any change in such condition by reason thereof subsequent to the date of this Contract. Purchaser shall have the right, after reasonable notice to Seller, to inspect them before Closing.
- b. Before entering into this Contract, Purchaser has made such examination except as provided for in Paragraph 6, of the Premises and all other matters affecting or relating to the Property, including zoning requirements as Purchaser deemed necessary. In entering into this Contract Purchaser has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller or any agent, employee or other representative of Seller or by any broker or any other person representing or purporting to represent Seller, which are not expressly set forth in this Contract, whether or not such representations, warranties or statements were made in writing or orally.

17. Default

- a. If Purchaser defaults hereunder, Seller's sole remedy shall be to receive and retain

the Downpayment and Bid Deposit as liquidated damages, as the parties agree that it might be impossible to determine the precise measure of the Seller's damages and the parties agree that the downpayment represents a fair measure of damages and is not a penalty.

- b. If the Seller defaults hereunder, Seller return to Purchaser all money paid on account of this Contract, and the reasonable expenses of examination of the title to the Premises. Upon such refund and payment, this Contract shall be considered canceled, and neither Seller nor Purchaser shall have any further rights against the other. Purchaser expressly waives any claims it may have or hereafter have against the Seller in the event of the Seller's default including but not limited claims to specific performance, actual, special or consequential damages.

18. Destruction, Damage or Condemnation

The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase provided for in this Contract.

19. Approval of Suffolk County Water Authority Board Required

The Members of the Suffolk County Water Authority by their duly adopted resolution must approve entering into this Contract. In the event the Members do not approve entering into this Contract, Seller shall return Purchaser's down payment. Upon such refund, this Contract shall be considered canceled, and neither Seller nor Purchaser shall have any further rights against the other. Purchaser expressly waives any claims it may have or hereafter have against the Seller in the event of the Members do not authorize the execution of this Contract including but not limited claims to specific performance, actual, special or consequential damages.

20. Notice

Any notice or other communication shall be in writing and sent by the parties' respective attorneys who are hereby authorized to do so on their behalf, by mail, postage prepaid, or delivered in person or by overnight courier to the respective parties' attorneys, to whom the notice is to be given, or to such other address as such party's attorney shall hereafter designate by notice given, or to such other address as such party's attorney shall hereafter designate by notice given to the other party's attorney pursuant to this paragraph. Each notice mailed shall be deemed given on the day of mailing the same except that each notice delivered in person or by overnight courier shall be deemed given when delivered.

21. Miscellaneous Provisions.

- a. Entire Agreement: All prior understandings and agreements between Seller and Purchaser are merged in this Contract. It completely expresses their full agreement. It has been entered into after full investigation, neither party relying upon any statements made by anyone else that are not set forth in this Contract.
- b. Changes Must be in Writing: This Contract may not be changed or canceled except in writing. The Contract shall also apply to and bind the distributees, heirs, executors, administrators, successors and assigns of the respective parties. Each of the parties hereby authorize their attorneys to agree in writing to any changes in dates and time periods provided for in this Contract.
- c. Assignment: Any assignment by Purchaser of its rights or obligations under this Agreement, without the prior written consent of Seller, which Seller may grant or withhold in its sole discretion, shall be null and void and shall constitute a default by Purchaser.
- d. Rules of Construction: Regardless of any contrary rule of construction, no provision of this Agreement shall be construed in favor of one of the parties because it was drafted by the other party's attorney. No alleged ambiguity in this Agreement shall be construed against the party whose attorney drafted it.
- e. Governing Law and Venue: This Agreement shall be governed by the substantive and procedural laws of the State of New York. Venue for any action concerning the Agreement shall be in Suffolk County, New York.
- f. Survival or Provisions: No provision of this Agreement shall survive the Closing unless otherwise set forth herein.
- g. Recording: This Agreement, nor any document relating to the subject matter contained herein may be recorded.
- h. Captions: The captions in this Contract are inserted for convenience of reference only and in way define, describe or limit the scope or intent of this Contract or any provisions hereof.
- i. This Contract shall be binding upon and shall be inure to the benefit of the parties hereof and their respective heirs or successors or permitted assigns.
- j. This Contract shall not be binding or effective until properly executed and a fully executed original is delivered to Purchaser.
- k. As used in this Contract, the masculine shall include the feminine and neuter, the

singular shall include the plural and the plural shall include the singular, as the context requires.

IN PRESENCE OF:

Suffolk County Water Authority

Purchaser

By: \_\_\_\_\_  
Jeffrey W. Szabo, CEO

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

**COUNTY OF SUFFOLK**



**Steven Bellone**  
SUFFOLK COUNTY EXECUTIVE

**Department of  
Economic Development and Planning**

**Joanne Minieri**  
Deputy County Executive and Commissioner

**Division of Real Property  
Acquisition and Management**

June 17, 2013

Jon Schneider, Deputy County Executive  
H. Lee Dennison Bldg. 12<sup>th</sup> Flr.  
Hauppauge, New York 11788-0099

Re: APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE  
DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING, DIVISION  
OF REAL PROPERTY ACQUISITION AND MANAGEMENT AND THE  
SUFFOLK COUNTY WATER AUTHORITY

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

Approval of Memorandum of Agreement with the Suffolk County Water Authority

We are requesting that this Resolution be submitted as a Certificate of Necessity at the June 18, 2013 meeting of the Legislature. The Resolution and back-up documentation is attached.

Very truly yours,

Wayne R. Thompson  
Division of Real Property  
Acquisition and Management

WRT:sc  
Attachments

cc: Dennis M. Cohen, Chief Deputy County Executive (1 hard copy)  
Lisa Santeramo, Assistant Deputy County Executive (1 hard copy)  
Tom Vaughn, Director of Intragovernmental Relations (1hard copy)  
CE Reso Review, (electronic copy)

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

1. Type of Legislation

Resolution  X  Local Law      Charter Law            

2. Title of Proposed Legislation

Approving a Memorandum of Agreement between the Department of Economic Development and Planning, Division of Real Property Acquisition and Management and the Suffolk County Water Authority

3. Purpose of Proposed Legislation

Approval of Memorandum of Agreement with the Suffolk County Water Authority

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

5. If the answer to Item 4 is "yes", on what will it impact?

X  County      Town      Economic Impact

    Village      School District Other (Specify):

    Library District      Fire District

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

Increased Auction revenues

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

Unknown

8. Proposed Source of Funding

Unknown

9. Timing of Impact

2013-2014

10. Name & Title of Preparer

Wayne R. Thompson,  
Real Property Manager

*W R Thompson*

Signature of Preparer

*Wayne R Thompson*

*Neil Bond*

Date

6/17/13

6/17/13

**2013 INTRAGOVERNMENTAL RELATIONS  
MEMORANDUM OF SUPPORT**

**TITLE OF BILL:**

APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING, DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT AND THE SUFFOLK COUNTY WATER AUTHORITY

**PURPOSE OR GENERAL IDEA OF BILL:**

Approval of Memorandum of Agreement with the Suffolk County Water Authority

**SUMMARY OF SPECIFIC PROVISIONS:**

Sale of Suffolk County Water Authority parcels, County to receive \$5,000.00 up front, 1% of each sale from purchaser and 1% of each sale, after closing from Suffolk County Water Authority

**JUSTIFICATION:**

Increase revenue

**FISCAL IMPLICATIONS:**

Will increase Auction revenues