

Introduced by the Presiding Officer, on request of the County Executive

**RESOLUTION NO. -2010, AUTHORIZING
THE TEMPORARY TRANSFER OF DEVELOPMENT
RIGHTS TO MOTOR PARKWAY PLAZA**

WHEREAS, Motor Parkway Plaza of 30 Jericho Executive Plaza, Jericho, New York has submitted a request to the Suffolk County Department of Health Services for the development of a 34,390.50 square foot mixed use facility at Suffolk County Tax Map No. 0500-037.00-01.00-025.007; and

WHEREAS, Motor Parkway Plaza is not located within the boundaries of Suffolk County Sewer District No.-18 Hauppauge Industrial or within the boundaries of any other municipal sewer district; and

WHEREAS, the planned expansion of SCSD No. 18 – Hauppauge is expected to be completed by January 1, 2016; and

WHEREAS, the Suffolk County Department of Health Services determined that the development exceeded the density standards contained in Article 6 of the Suffolk County Sanitary Code; and

WHEREAS, the Suffolk County Department of Health Services further determined that Motor Parkway Plaza, could be eligible for a variance from Article 6 of the Suffolk County Sanitary Code and that its expansion could proceed if it obtained the necessary credits, transferred from another parcel; and

WHEREAS, Motor Parkway Plaza, hereby requests the temporary transfer of development rights in accordance with the attached agreement noted as Exhibit A; and

WHEREAS, the development of this site will create an estimated 200 jobs once completed and fully occupied; and

WHEREAS, this project has been reviewed and approved by Islip Town and New York State; and

WHEREAS, through resolution 26-2005, Motor Parkway Plaza, received conceptual certification to the connection of Suffolk Sewer District 18-Hauppauge Industrial; and

WHEREAS, this Legislature determines that the temporary transfer of development rights to Motor Parkway Plaza, will result in a public benefit to Suffolk County by stimulating economic growth through the creation of construction jobs and eventually 200 permanent jobs; now, therefore be it

RESOLVED, that the County of Suffolk, through its duly constituted Department of Public Works, is hereby authorized and empowered to temporarily transfer development rights as specifically detailed in the attached agreement from a county-owned parcel in Smithtown (0800-153.00-04.00-27.000) to the property owned by Motor Parkway Plaza, Suffolk County Tax Map No. 0500-037.00-01.00-025.007; and be it further

RESOLVED, that Motor Parkway Plaza, will use the development rights for purposes consistent with the terms and intent of this resolution; and be it further

RESOLVED, that the temporary transfer of development rights is contingent on Motor Parkway Plaza entering into a consent order with the Department of Health Services, which is in substantial conformance with the Exhibit A attached hereto; and be it further

RESOLVED, that the temporary transfer of development rights is contingent on Motor Parkway Plaza obtaining any necessary variances from the Suffolk County Department of Health Services Board of Review, which must be in substantial conformance with the Exhibit A attached hereto; and be it further

RESOLVED, that the temporary transfer of development rights is contingent on Motor Parkway Plaza obtaining all necessary certifications and approvals for connection to SCSD No. 18 from the Suffolk County Department of Public Works and the Suffolk County Sewer Agency at the appropriate junctures, with said certifications and approvals in substantial conformance with the Exhibit A attached hereto; and be it further

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) 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 and management, 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:

**FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:

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

Intro Res. No. 1658-10
Introduced by the Presiding Officer on request of the County Executive

Laid on Table 6/8/10

**RESOLUTION NO. -2010, APPROVING A
VOLUNTARY LAND RECONFIGURATION BETWEEN THE
COUNTY OF SUFFOLK AND LUCIA CENZOPRANO (LIFE
TENANT) AND ANTHONY CENZOPRANO, JR.
(REMAINDERMAN).**

WHEREAS, the Suffolk County Department of Public Works, in conjunction with Capital Program Number 8240, has demonstrated a need for the acquisition of property for the purpose of storm water runoff and drainage improvements on C.R. 80, Montauk Highway, Town of Southampton, Suffolk County, New York; and

WHEREAS, the Department of Public Works is undertaking improvements on C.R. 80, Montauk Highway, Hamlet of Hampton Bays, Town of Southampton, Suffolk County, New York for the purposes of improving safety and storm water runoff; and

WHEREAS, the County of Suffolk presently owns a permanent drainage easement on the south side of C.R. 80, Montauk Highway, Town of Southampton, Suffolk County, New York, said permanent easement traversing part of the real property owned by Lucia Cenzoprano (Life Tenant) and Anthony Cenzoprano, Jr. (Remainderman), having a Suffolk County Tax Map Identification Number of District 0900 Section 231.00 Block 01.00 Lot 037.000, said drainage easement hereinafter described as Parcel "A"; and

WHEREAS, Parcel "A" described above is currently being used by the Suffolk County Department of Public Works for storm water runoff drainage purposes, however, said parcel does not comply with modern storm water runoff drainage standards; and

WHEREAS, Lucia Cenzoprano and Anthony Cenzoprano, Jr. are presently in the process of expanding and/or constructing new buildings on their real property situated on the south side of C.R. 80, Montauk Highway, Town of Southampton, Suffolk County, New York, and said construction and/or expansion will not be approved by the Town of Southampton unless and until the permanent drainage easement identified as Parcel "A", owned by the County of Suffolk is either moved or extinguished; and

WHEREAS, Lucia Cenzoprano and Anthony Cenzoprano, Jr. have proposed that the permanent drainage easement currently owned by Suffolk County (Parcel "A") by virtue of New York State Highway Law § 341 Subd. 49 be terminated in exchange for a permanent drainage easement situated on the extreme east end of the real property having a Suffolk County Tax Map Identification Number of District 0900 Section 231.00 Block 01.00 Lot 037.000, said drainage easement hereinafter described as Parcel "B"; and

WHEREAS, the creation of the new permanent drainage easement (Parcel "B") would result in a surplus in the County of Suffolk of its currently owned permanent drainage easement (Parcel "A") on that real property; and

WHEREAS, the County Department of Public Works has reviewed the property offered for exchange (Parcel "B") and has found that said property offered to the County of Suffolk will fulfill a necessary highway traffic safety and storm water runoff drainage purpose and the

exchange property offered by the County of Suffolk (Parcel "A") is not environmentally sensitive; and

WHEREAS, the County of Suffolk did commission appraisals for the exchanges which were performed by an independent, outside appraiser selected in accordance with established Suffolk County Procedures; and

WHEREAS, the Department of Public Works has deemed that the permanent drainage easement to be surrendered, Parcel "A", to be surplus to its needs in the event a permanent easement (Parcel "B") is conveyed to the County and storm water drainage facilities are constructed thereon; and

WHEREAS, the Department of Public Works has appropriated funding for construction of this project through duly enacted Resolution No. 310-2005 and Resolution No. 330-2006; and

WHEREAS, due to the exchange of the County owned drainage easement identified as Parcel "A" for the new drainage easement identified as Parcel "B", the property owned by Lucia Cenzoprano and Anthony Cenzoprano, Jr. will have a greater market value, to wit: Twenty Six Thousand Three Hundred & 00/100 (\$26,300.00) Dollars; and

WHEREAS, Lucia Cenzoprano and Anthony Cenzoprano, Jr. have made a claim to the County for financial damages resulting from flooding caused by the County's current drainage system in the area of Parcel "A" that exceeds the sum of Twenty Six Thousand Three Hundred & 00/100 (\$23,300.00) Dollars; now, therefore be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA) Env. Con. Law Art. 8, hereby finds and determines that this resolution constitutes a Type II action pursuant to Volume 6 of the New York Code of Rules and Regulations (NYCRR) Section 617.5(c) (20) and (27) in that the Resolution concerns routine or continuing agency administration, not including new programs or major reordering of priorities that may affect the environment and adoption of a local legislative decision in connection with the same; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that a copy of this Resolution shall be filed with the Suffolk County Department of Public Works, the initiating unit of said project, and with the Council on Environmental Quality (C.E.Q.); and be it further

3rd RESOLVED, that the existing permanent drainage easement on the south side of C.R. 80, Montauk Highway, Town of Southampton, Suffolk County, New York, identified as Parcel "A" which traverses certain real property owned by Lucia Cenzoprano (Life Tenant) and Anthony Cenzoprano, Jr. (Remainderman), said real property having a Suffolk County Tax Map Identification Number of District 0900 Section 231.00 Block 01.00 Lot 037.000, is hereby declared surplus for the purpose of the exchange of properties described herein; and be it further

4th RESOLVED, that the termination of the current permanent drainage easement owned by Suffolk County identified as Parcel "A" in exchange for the new permanent drainage easement identified as Parcel "B" as stated and outlined in this Resolution are hereby authorized and approved; and be it further

5th RESOLVED, that the Suffolk County Department of Public Works is hereby authorized, empowered, and directed to take such actions as may be necessary and appropriate to consummate such exchange, including but not limited to obtaining surveys, obtaining engineering reports, securing title searches and insurance, conducting environmental surveys, and executing such other documents as are required to acquire such interest in said lands, subject to the following terms and conditions.

- a. the exchange shall be equitable and at no cost to the County of Suffolk;
- b. compliance by the owners of the privately owned lands with Suffolk County Code Chapter 342 (Land Acquisition Disclosure) and all County Laws relating to land exchanges, including, but not limited to New York County Law Section 215;

and be it further

6th RESOLVED, that the Suffolk County Department of Public Works is hereby authorized, empowered, and directed to pay for any and all expenses incurred for the excavation and removal of the existing drainage equipment from Parcel "A", the repair and restoration of said property, and the excavation, construction and installation of drainage equipment on Parcel "B" from previously appropriated funds as set forth in Resolution No. 310-2005 and Resolution No. 330-2006; and be it further

7th RESOLVED, that in the event that one or more Suffolk County Tax Map Identification Numbers contained in this Resolution has been deleted or removed, or has been changed by either subsequent technical modification of the Suffolk County Tax Map System, or prior technical modification that was unknown to the Suffolk County Department of Public Works at the time at which said Exhibit was prepared, the Tax Map Designation shall be deemed to include such successor Tax Map Identification Number as represents the parcel to be acquired and certified in writing by the Commissioner of the Department of Public Works, and further, the Tax Map Designation shall be deemed to include those blocks and lots located in the same section listed therein, which blocks and lots may not be listed therein.

Dated:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

QUOGUE-SOUTHAMPTON S.H. NO. 1274

Map No. 63
Parcel No. 86

Permanent Easement
Area = 0.016+/- Acre
710+/- Sq. Ft.

PETER GOUDSWAARDT
(Reputed Owner)

Map and description of property in and to which an easement as hereinafter defined, is deemed necessary by the Superintendent of Public Works to be acquired in the name of the People of the State of New York, by appropriation, for purposes connected with the State Highway System of the State of New York, pursuant to Section 30 of the Highway Law.

A. PERMANENT EASEMENT FOR DRAINAGE PIPE LINE

A permanent easement to be exercised in, on and over the property above-delineated and hereinafter described for the purpose of constructing, reconstructing, and maintaining thereon a drainage pipe line and appurtenances in and to all that piece or parcel of property hereinafter designed as Parcel No. 86, situate in the Town of Southampton, County of Suffolk, State of New York as shown on the accompanying map and described as follows:

Parcel No. 86.

Beginning at a point on the southerly boundary of the existing Quogue-Southampton highway said point being 29+/- feet distant southerly, measured at right angles, from Station 386+11+/- of the existing center line of the Quogue-Southampton, State Highway No. 1274

(1) Thence southerly 71+/- feet to a point on the bulkhead between the property of Peter Goudswaardt, (reputed owner) on the north and Shinnecock Bay, on the south, the last mentioned point being 100+/- feet distant southerly, measured at right angles, from Station 386+10+/- of said center line;

(2) Thence westerly along said bulkhead 10 feet;

(3) Thence northerly parallel to and 10 feet westerly from course No. (1) 71+/- feet to a point on the southerly boundary of said existing highway, the last mentioned point being 29+/- feet distant southerly, measured at right angles from Station 386+01+/- of said center line;

Thence easterly along the last mentioned boundary of said existing highway 10 feet to the point of beginning; being 710 square feet or 0.016 acre more or less and known and designated as an easterly part or portion of lot number 21 of block number 117 as shown on a certain map entitled "Amended Map "A" of the Westerly Part of Shinnecock Hills" and filed in the Office of the Clerk of Suffolk County as Map No. 213 on October 22, 1925.

The above-mentioned center line, as shown on the accompanying map, is a portion of the existing center line being described as follows:

Beginning at Station 379+12.19; thence S87° 28' 55" E. 1191.96 feet to Station 391+04.15

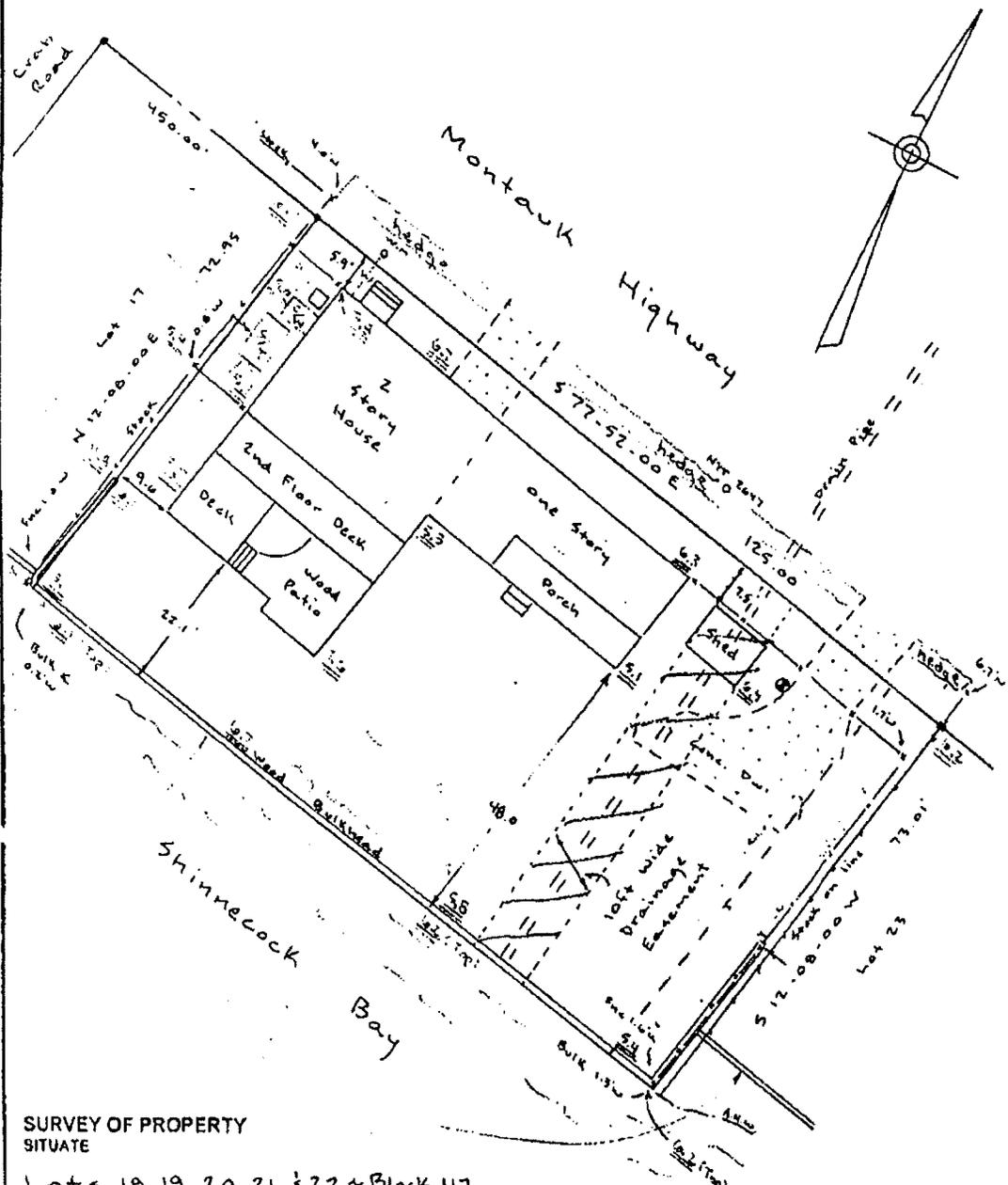
All bearings referred to True North.

PARCEL "A":
EASEMENT TO BE
TERMINATED BY
SUFFOLK COUNTY
(RECORDED LEGAL DESCRIPTION)

Tax Map No. 900-231-01-37
 Area: 9122 s.f.
 Zone R-40

Refer to Document recorded in
 Suffolk County Clerk's Office
 Filed Map 213 (Oct. 22, 1925)

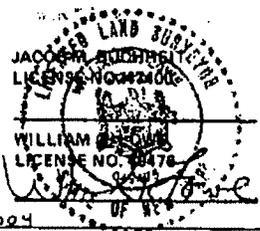
PARCEL "A"
 EASEMENT TO BE
 TERMINATED BY
 SUFFOLK COUNTY

SURVEY OF PROPERTY
 SITUATE
Lots 18, 19, 20, 21 & 22 ~ Block 117
Amended Map "d" ~ Westerly part
Shinnecock Hills

TOWN OF SOUTHAMPTON
 SUFFOLK COUNTY, NEW YORK

CERTIFIED TO:
Lucia Centaprano



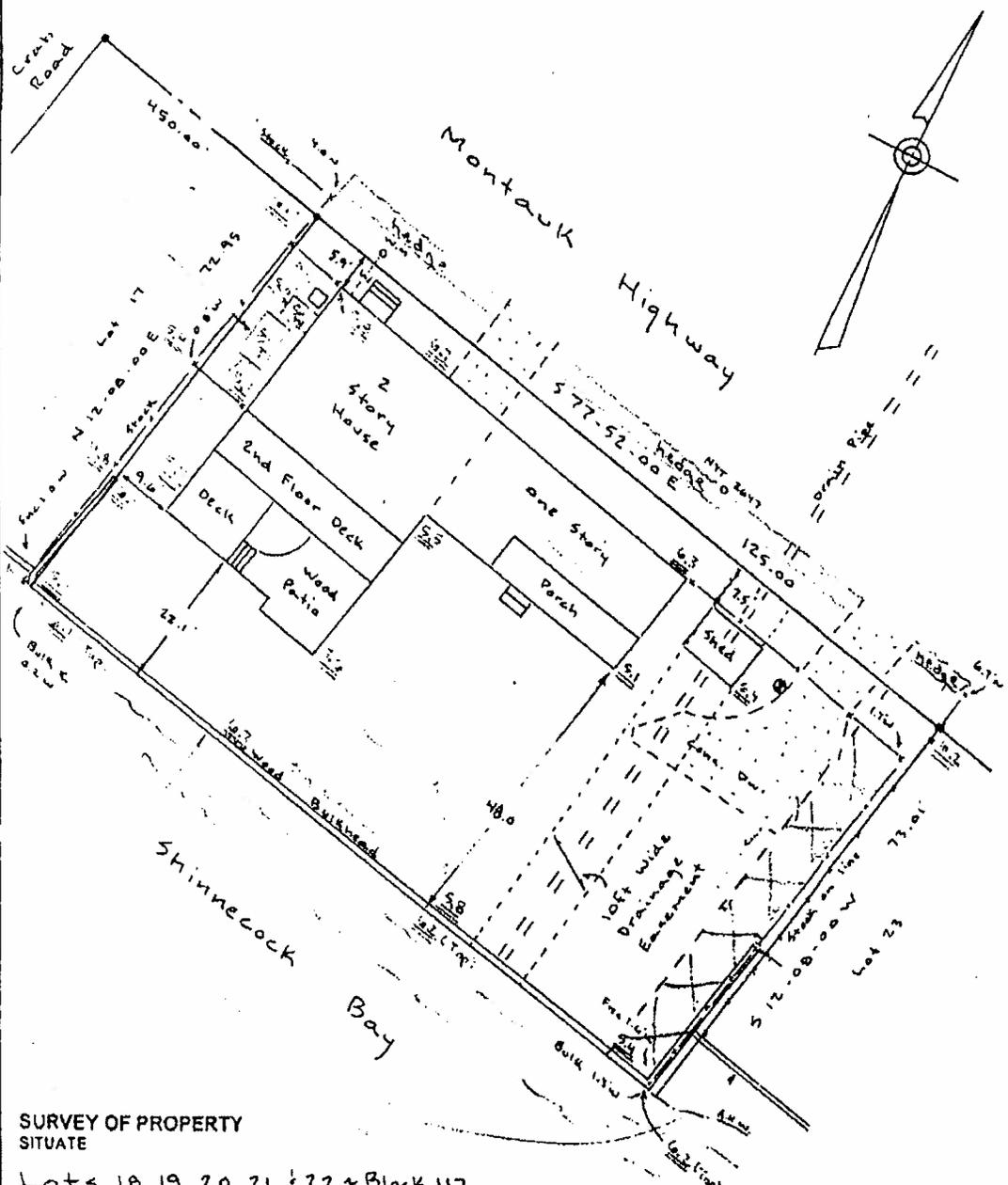
UNAUTHORIZED ALTERATION OR ADDITION TO
 THIS SURVEY IS A VIOLATION OF SECTION
 1300 OF THE NEW YORK STATE EDUCATION
 LAW.
 COPIES OF THIS SURVEY MAY NOT BE MADE
 AND ANY REPRODUCTION HEREOF SHALL BE
 CONSIDERED TO BE A FALSE COPY.
 SURVEYOR'S NOTARIAL CERTIFICATE
 IS HEREBY MADE ON THE BASIS OF THE
 TITLE COMPANY'S INSTRUMENTS AND
 RECORDS, INSTRUMENTS OF TITLE AND
 TO THE BEST OF MY KNOWLEDGE AND
 BELIEF, AND THAT I AM NOT PROVIDING
 TO ANY OTHER INSTITUTION OR PERSON
 ANY INFORMATION THAT IS NOT SHOWN ON THIS
 SURVEY.

DOLLIVER LAND SURVEYING, P.C.
 LAND SURVEYORS AND PLANNERS
 HAMPTON BAYS, NEW YORK

Tax Map No. 900-291-01-37
 Area = 9122 sf
 Zone R-40

Refer to Documents Recorded in
 Suffolk County Clerk's Office
 Filed Map 213 (Oct. 22, 1925)

PARCEL "B":
 EASEMENT TO BE
 CONVEYED TO
 SUFFOLK COUNTY
 (SURVEY OF PREMISES)

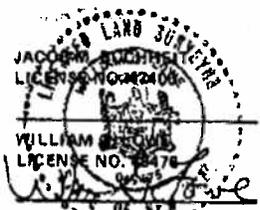


**SURVEY OF PROPERTY
 SITUATE**

Lots 18, 19, 20, 21, & 22 ~ Block 117
Amended Map "A" ~ Westerly part
Shinnecock Hills

**TOWN OF SOUTHAMPTON
 SUFFOLK COUNTY, NEW YORK**

CERTIFIED TO:
Lucia Cenzoprano



NO CHANGE OR ALTERATION OF ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 1700 OF THE NEW YORK STATE EASEMENT LAW.
 COPIES OF THIS SURVEY MAP NOT BEARING THE APPROVED SURVEYOR'S LICENSE SEAL OR THE SURVEYOR'S SEAL SHALL NOT BE CONSIDERED TO BE A VALID SURVEY.
 SURVEYOR'S LIABILITY - THESE TERMS APPLY TO THE SURVEYOR FOR WORK DONE UNDER THE SURVEYOR'S LICENSE AND NOT TO THE TITLE COMPANY, PROFESSIONAL ASSOCIATION AND ANY OTHER PARTY. THE SURVEYOR'S LIABILITY IS LIMITED TO THE AMOUNT OF THE FEE CHARGED AND THE SURVEYOR IS NOT RESPONSIBLE FOR ANY OTHER PARTIES OR SUBSEQUENT OWNERS.
 P.O.W. EASEMENTS AND UNDERGROUND UTILITIES AND THEIR APPLICABLE DEPT. OF ENVIRONMENTAL CONSERVATION AND THE STATE OF NEW YORK ARE NOT SHOWN ON THIS SURVEY.

**DOLLIVER LAND SURVEYING, PC
 LAND SURVEYORS AND PLANNERS
 HAMPTON BAYS, NEW YORK**

PREPARED 7-20-04 SURVEYED SEP 17, 2004

SCALE 1" = 20' ■ DENOTES MONUMENTS ▲ DENOTES STAKES

PARCEL "B":
EASEMENT TO BE
CONVEYED TO
SUFFOLK COUNTY
(LEGAL DESCRIPTION)

Description of Real Property
For Permanent Drainage Easement
known as
Parcel "B", a portion of Lot 37, Block 1, Section 231, District 900
of the Suffolk County Real Property Tax Map

TO BE ACQUIRED FROM : LUCIA CENZOPRANO (LIFE TENANT) AND ANTHONY
CENZOPRANO, JR. (REMAINDERMAN)

All that certain plot piece or parcel of land situate, lying and being in Shinnecock Hills, Town of Southampton, County of Suffolk, State of New York, also known as Part of Lot 22 Block 117 of "Amended Map A Westerly Part of Shinnecock Hills filed in the office of the Clerk of Suffolk County October 22, 1925 as Map No. 213, to be acquired for a permanent easement for a drainage pipe, and shown on Map No. 1 on file in the Office of the Commissioner and more particularly bounded and described as follows:

Beginning at a Point on the southerly boundary of Montauk Highway CR. 80 at its intersection with the division line between the lands now or formerly of Lucia Cenzoprano on the west and the lands now or formerly of J & P Jayawal on the east;

Thence South 01°11'40" West, along said division line a distance of 73.06 feet to a point on Shinnecock Bay;

Thence North 88°45'21" West along the division line between the land now or formerly of Lucia Cenzoprano on the north and Shinnecock Bay on the south a distance of 10.00 feet to a point;

Thence North 01°11'40" East through Lot 22 and the land now or formerly of Lucia Cenzoprano a distance of 73.05 feet to a point on the aforementioned southerly boundary of Montauk Highway CR 80;

Thence South 88°48'20" East along said boundary a distance of 10.00 feet to the point or place of beginning being 731 ± square feet or 0.177 ± acre more or less.

1R No. 1659-10

LOT: 6/8/10

Introduced by the Presiding Officer, on request of the County Executive

**RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF EAST HAMPTON)
(0300-058.00-08.00-005.000 et al)**

WHEREAS, the COUNTY OF SUFFOLK is the fee owner of the following described parcels that are surplus to the needs of the County of Suffolk; and (see attached Exhibit "A"):

WHEREAS, Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations, or between a municipal corporation of the State of New York or the United States of America; and

WHEREAS, the Town of East Hampton has requested that the County of Suffolk convey these parcels to it (see annexed resolution - Exhibit "B"); and

WHEREAS, as provided in Resolution No. 840-2004 and Resolution No. 412-2005, this Legislature has determined that retention of development rights for transfer and use to promote the development of workforce housing is a vital need of Suffolk County residents and an important public purpose of County government; and

WHEREAS, the Suffolk County Department of Planning has approved the proposed transfer and use of these parcels; and

1st RESOLVED, that Pamela J. Greene, the Director of the Division of Real Property Acquisition and Management, or her Deputy, hereby is authorized to execute and acknowledge a Quitclaim deed to transfer the interest of Suffolk County in the properties as described in Exhibit "A" annexed hereto and on the terms and conditions as hereinafter described to said Town of East Hampton for the sum of \$4,788.88; plus the pro rata share of taxes, and be it further

2nd RESOLVED, that the County of Suffolk hereby transfer the property described in Schedule "A", subject to it being sterilized for Open Space Purposes to protect the aquifer and water supply, which property shall be kept in its natural state in perpetuity, except for property maintenance activities as may be appropriate, to effectuate the declaration of covenants and restrictions, entered into by the Town of East Hampton, without impairing the essential nature and open character of the premises and subject to the use of the open space area for passive recreational purposes; and be it further

3rd RESOLVED, that pursuant to Section C12-2(A)(2)(c), this property is to be permanently sterilized by a deed restriction and must remain as Open Space and Workforce Housing Development Rights shall be severed herewith 1 (one) Workforce Housing Development Right and placed in the Suffolk County Workforce Housing Transfer of Development Rights Program Registry pursuant to the Workforce Housing Development Rights Program as developed by the Department of Planning, consistent with Resolution No. 412-2005, as amended and approved by the Suffolk County Executive and the Suffolk County Legislature; and be it further

4th RESOLVED, that said quitclaim deed tendered by Pamela J. Greene, the Director of the Division of Real Property Acquisition and Management, pursuant to this resolution, shall contain appropriate language that shall permanently sterilize the above-described parcel and sever the development rights for workforce housing purposes in accordance with the County's Workforce Housing Program; and be it further

5th RESOLVED, that the Town of East Hampton will be restricted in its use of the subject parcels and will use said parcels solely and exclusively for Open Space purposes; with all right title and interest reverting to the County of Suffolk in the event that the Town of East Hampton, at any time, uses or attempts to use said subject parcels for other than Open Space purposes or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcels without said parcels being used thereafter for Open Space purposes; and be it further

6th RESOLVED, that said quitclaim deed issued by Pamela J. Greene, the Director of the Division of Real Property Acquisition and Management, pursuant to this resolution, shall contain a reverter clause declaring that title to the above described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

7th 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 the 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. Sections 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)

DATED: _____

APPROVED BY:

County Executive of Suffolk County
Date of Approval:

EXHIBIT "A"

Tax Map No.	Location	Acre
0300-058.00-08.00-005.000	N/S/O Lincoln Avenue, 200' E/O Norfolk Street, East Hampton	0.25
0300-058.00-08.00-006.001	N/S/O Lincoln Avenue, 140' E/O Norfolk Street, East Hampton	0.197
0300-058.00-08.00-006.002	N/S/O Lincoln Avenue, 100' E/O Norfolk Street, East Hampton	0.091



East Hampton Town Board
159 Pantigo Road
East Hampton, NY 11937

Fred Overton
Town Clerk
(631) 324-4142
www.town.east-hampton.ny.us

Meeting: 02/15/08 10:00 AM
DOC ID: 5328 A

RESOLUTION 2008-237

Suffolk County Auction Lands Authorize Acquisition

AUTHORIZE ACQUISITION

Property of: Suffolk County, Auction and Sales Unit
Address: Lincoln Ave.
SCTM #: 300-58-8-5, 6.1 & 6.2

WHEREAS, pursuant to § 247 of the General Municipal Law of the State of New York, the Town Board held a public hearing on **February 15, 2008** to consider the acquisition of approximately **.5 acres** of land located on **Lincoln Ave., Springs**, which land is identified on the Suffolk County Tax Map as **SCTM #300-58-8-5, 6.1 & 6.2**; and

WHEREAS, the title to the this property is currently owned by Suffolk County, and is being offered to the Town for the County's total investment; and

WHEREAS, the proposed purchase price for fee simple acquisition of the subject property is **\$4,788.88**, plus survey, title, prorated tax, and recording charges; and

WHEREAS, the purpose of said acquisition is preservation of open space and community character; and

WHEREAS, the acquisition of the subject property is classified as a Type II Action pursuant to the State Environmental Quality Review Act (SEQRA); and

WHEREAS, the Town Board finds, pursuant to § 64-e (8) of the New York Town Law, that acquisition of the subject property by purchase is the best alternative, of all reasonable alternatives available to the Town, for protection of the community character of the Town of East Hampton, and that such acquisition would be in the best interests of the Town;

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor is hereby authorized and directed to enter into a contract of sale with the record owner of the subject property, reputedly **Suffolk County**, for the purpose of acquiring said property at a cost to the Town of East Hampton not to exceed **\$4,788.88**, plus reasonable survey, title, prorated tax, and recording charges; and be it further

RESOLVED, that pursuant to contract the Supervisor is authorized and directed to execute any documents and the Town Budget Officer is directed to pay the purchase price and any and all reasonable survey, title, prorated tax, and recording charges, as may be necessary to effect the transfer of title; and be it further

RESOLVED, the monies to be expended for purchase of the foregoing property shall be drawn from the Town of East Hampton **Community Preservation Fund** Budget Account.

FISCAL IMPACT:

**SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building - 2nd Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, New York 11788**

S U M M A R Y S T A T E M E N T

SALES TO GOVERNMENTAL ENTITIES
TOWN OF EAST HAMPTON

Tax Map No.: 0300-058.00-08.00-005.000 et al.

Section 72-h, Gen'l Municipal Law

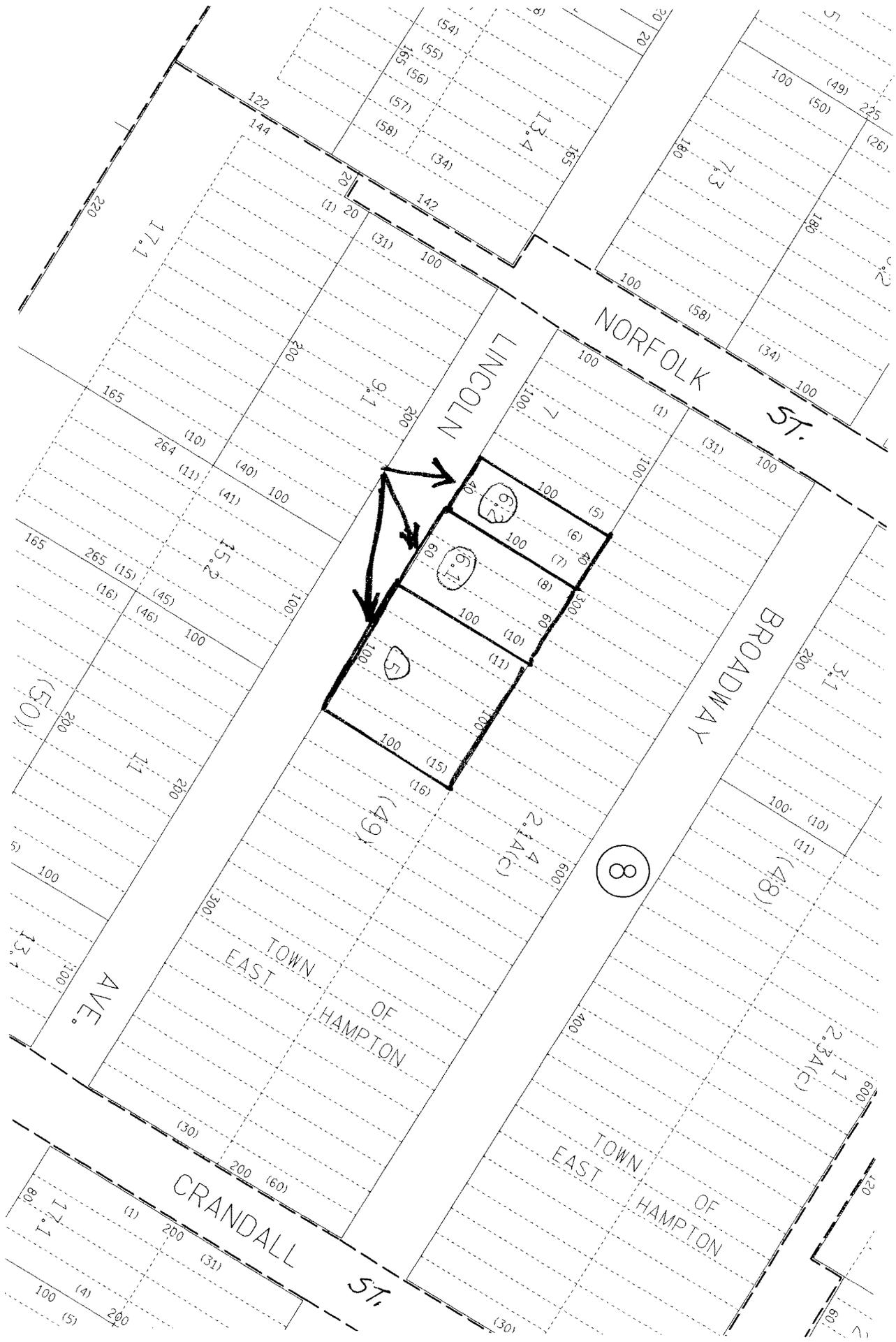
	<u>Amount</u>
County Investment	\$ 4,788.88

PURPOSE:

A. Affordable Housing	_____
B. Open Space/Park	_____X_____
C. Road/Highway	_____
D. Drainage/Recharge Basin	_____
E. Other	_____

Wayne R. Thompson
Property Manager
(631) 853-5971

WRT:slb

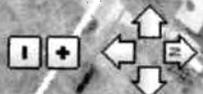


TM# 0300-058.00-08.00-005.000, 006.001 & 006.002



TM# 0300-058.00-08.00-005.000,
006.001 & 006.002

0 65 130 200 260 Feet



Lincoln Way

Norfolk St

Lincoln Way

Crandall St



37

Three Mile Harbor

1

EAST HAMPTON

E4

F4

G4

H4

J4

Joins Map 60

TM # 0300-058.00-08.00-005, 006.1 & 006.2

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

1. Type of Legislation

Resolution Local Law No. _____ Charter Law _____

2. Title of Proposed Legislation

Section 72-h, General Municipal Law authorizing the sale of County owned Real Estate to a Municipality

3. Purpose of Proposed Legislation

Convey County owned parcel to the Town of Islip for Municipal purposes

4. Will the Proposed Legislation have a fiscal impact?

Yes No _____

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

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

Loss of sale at public auction

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

2010

10. Typed Name & Title of Preparer

R.J. Bhatt- LMS IV

Signature of Preparer

RJ Bhatt

Date

5/27/10

COUNTY OF SUFFOLK

JUN 01 2010



PAMELA J. GREENE
DIVISION DIRECTOR

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

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

May 27, 2010

Ken Crannell
Deputy County Executive
Intergovernmental Relations
H. Lee Dennison Building - 11th Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, NY 11788

Re: Tax Map No.: 0300-058.00-08.00-005.000 et al.
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to the Town of East Hampton for General Municipal Purposes.

Dear Mr. Crannell:

Enclosed herewith are the original and one copy of the proposed resolution with documentation pursuant to:

Section 72-h, G.M.L. authorizing the sale of County owned real estate to the Town of East Hampton for municipal purposes.

I would appreciate your placing this on the legislative agenda.

Yours truly,

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

PJG:WRT:slb

- Resolution + 1 copy
- Summary Statement
- Tax Map & Aerial Map
- Hagstrom Map
- Sponsor's Memo

- Copy w/ Resolution to:
- Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
 - Connie Corso, Budget Director
 - Thomas A. Isles, Director of Planning
 - CE Reso Review via e-mail

Introductory Resolution No. 1660-10

Laid on Table 6/8/10

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2010, SALE OF COUNTY-OWNED
REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976
JOSEPH & MELISSA WALDMAN
(SCTM NO. 0500-433.00-02.00-032.000)**

WHEREAS, the COUNTY OF SUFFOLK had acquired an interest in the following described parcel that is surplus to the needs of the County of Suffolk:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Islip, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0500 Section 433.00 Block 02.00 Lot 032.000 and acquired by Tax Deed on June 6, 1990 from General L. Rains, the Deputy County Treasurer of Suffolk County, New York, and recorded on June 13, 1990 in Liber 11085 at CP 85 and described as follows, being and intended to be that parcel of land carried on the tax rolls of the Town of Islip under SCTM# District 0500 Section 433.00 Block 02.00 Lot 032.000; and

WHEREAS, in accordance with Local Law No. 13-1976 of the County of Suffolk, provision has been made for the sale of real property acquired by the County through tax sale to an adjoining property owner; and

WHEREAS, Joseph & Melissa Waldman, have made an offer to Suffolk County, for the purchase of said above described parcel for the sum of \$15,832.14. At closing the purchaser will be responsible for the pro rata share of the current taxes which amount will be due upon receipt of the deed; and

WHEREAS, the real property above described has been appraised at \$4,500.00, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, the Director of the Division of Real Property Acquisition and Management, and/or her designee, has received and deposited the sum of \$15,832.14, pursuant to said purchase offer; and

WHEREAS, the Suffolk County Department of Planning has reviewed this parcel and recommends that said parcel be sold to adjacent owners with certain restrictive covenants so as to prevent further development of the land, now, be it therefore,

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

2nd **RESOLVED**, that the deed shall include the following language: AND the premises described herein shall not be independently improved by the erection of any structure, and can be merged with grantee's adjoining parcel if applicable so as to form one single lot. There can be no further subdivision of the merged parcel unless it is consistent with local town and/or village zoning codes and standards of the Suffolk County Department of Health Services, applicable at the time application is made. This restrictive covenant shall be enforceable by the County of Suffolk by injunctive relief or by any other remedy, in equity, or at law. The failure of the County of Suffolk or any agency thereof to enforce this covenant, shall not be deemed to impose any liability whatsoever upon the County of Suffolk or any officer, employee or agent thereof. THIS covenant and restriction shall run with the land and shall be binding upon the grantee, its successor and assigns, and upon all persons claiming under them.

3rd **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed, without Covenants to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Joseph & Melissa Waldman, 303 South Snedecor Avenue, Bayport, New York 11705

DATED:

APPROVED BY

County Executive of Suffolk County

Date of Approval:

**SUFFOLK COUNTY, NEW YORK
 DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
 H. Lee Dennison Building
 100 Veterans Memorial Highway - 2nd Floor
 Post Office Box 6100
 Hauppauge, New York 11788**

S U M M A R Y S T A T E M E N T

DIRECT SALE:

Suffolk County Local Law No. 13-1976
 Tax Map No. 0500-433.00-02.00-032.000

ADJOINING OWNER	BID	BID	BID
Joseph & Melissa Waldman 303 South Snedecor Avenue Bayport, New York 11705 0500-433.00-02.00-021.000	\$15,832.14		
Ivonne Morris 307 South Snedecor Avenue Sayville, New York 11705 0500-433.00-02.00-017.001	\$4,501.00		
William & Frances Garbarino 40 Main Street Sayville, New York 11782 0500-433.00-02.00-018.000	\$0		
Retlaw Realty LLC PO Box 186 Sayville, New York 11782 0500-433.00-02.00-019.000 & 020.000	\$0		

SIZE OF PARCEL: 18' x 151'
 APPRAISED VALUE: \$4,500.00
 COMMENT: Direct Sale to Adjacent Owner

Wayne R. Thompson
 Property Manager
 (631) 853-5971

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

1. Type of Legislation

Resolution X Local Law X Charter Law _____

2. Title of Proposed Legislation

Local Law 13-1976 authorizing the Direct Sale of County owned Real Estate

3. Purpose of Proposed Legislation

Convey County owned parcel to adjacent 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?

 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/income from sale

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

Unknown

8. Proposed Source of Funding

None

9. Timing of Impact

2010

10. Name & Title of Preparer

Signature of Preparer

Date

Lori Sklar – LMS III

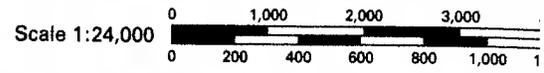
Lori Sklar

5/27/10

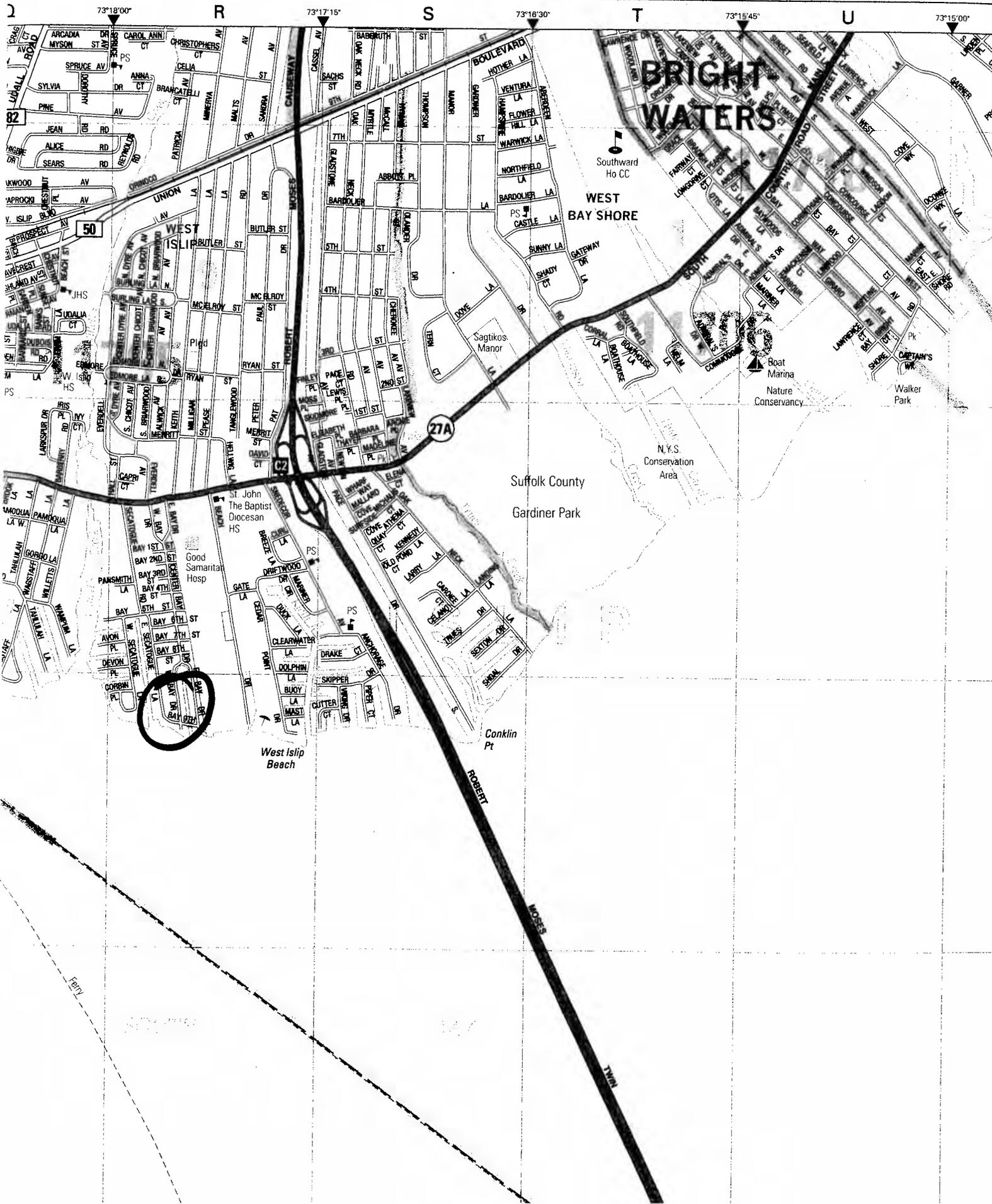




Quickly estimate distance:
 Each grid box represents approximately
 0.65 mi. horizontally by 0.86 mi. vertically.



Joins Map 10



Map



Hospitals



College-University



Public Schools



Major Roads



Streets

Owner Parcel



Natural Color 2006

Land Use (continued)

MILITARY BASE

PARK (CITY/COUNTY)

PARK (STATE)

PARK/MONUMENT (NATIONAL)

SHOPPING CENTRE

UNIVERSITY/COLLEGE

LS4

COUNTY OF SUFFOLK

JUN 01 2010



PAMELA J. GREENE
DIVISION DIRECTOR

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

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

May 26, 2010

Ken Crannell
Deputy County Executive
H. Lee Dennison Bldg. 12th Fl.
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Re: Tax Map Number: 0500-433.00-02.00-032.000

Dear Mr. Crannell:

Enclosed herewith are the original and one copy of the proposed resolution with documentation pursuant to:

Local Law No. 13-1976 - Authorizing the Direct Sale of County Owned Real Estate

I would appreciate your placing this on the legislative agenda.

Very truly yours,

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

PJG:WRT:slb
Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo

Copy to:

Christopher E. Kent, Chief Deputy County Executive
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Thomas A. Isles, Director of Planning
CE Reso Review, via e-mail

Introductory Resolution No. 1661-10

Laid on Table 6/8/10

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2010, SALE OF COUNTY-OWNED
REAL ESTATE PURSUANT TO LOCAL LAW No. 13-1976
FRANK FISHER
(SCTM NO. 0900-120.00-03.00-039.003)**

WHEREAS, the COUNTY OF SUFFOLK had acquired an interest in the following described parcel that is surplus to the needs of the County of Suffolk:

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Southampton, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0900 Section 120.00 Block 03.00 Lot 039.003 and acquired by Tax Deed on March 2, 1984 from Jean H. Tuthill, the County Treasurer of Suffolk County, New York, and recorded on March 2, 1984 in Liber 9522 at CP 13 and described as follows, being and intended to be that parcel of land known and designated as the East half of Lot 77 on a certain map entitled "Map of Riverside Gardens, Sec. 2", and filed in the Office of the Clerk of the County of Suffolk on August 15, 1944 as Map No. 1413; and

WHEREAS, in accordance with Local Law No. 13-1976 of the County of Suffolk, provision has been made for the sale of real property acquired by the County through tax sale to an adjoining property owner; and

WHEREAS, Frank Fisher, has made an offer to Suffolk County, for the purchase of said above described parcel for the sum of \$1,100.00. At closing the purchaser will be responsible for the pro rata share of the current taxes which amount will be due upon receipt of the deed; and

WHEREAS, the real property above described has been appraised at \$1,100.00, which property is surplus to the needs of the County of Suffolk; and

WHEREAS, the Director of the Division of Real Property Acquisition and Management, and/or her designee, has received and deposited the sum of \$1,100.00, pursuant to said purchase offer; and

WHEREAS, the Suffolk County Department of Planning has reviewed this parcel and recommends that said parcel be sold to adjacent owners with certain restrictive covenants so as to prevent further development of the land, now, be it therefore,

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

2nd **RESOLVED**, that the deed shall include the following language: AND the premises described herein shall not be independently improved by the erection of any structure, and can be merged with grantee's adjoining parcel if applicable so as to form one single lot. There can be no further subdivision of the merged parcel unless it is consistent with local town and/or village zoning codes and standards of the Suffolk County Department of Health Services, applicable at the time application is made. This restrictive covenant shall be enforceable by the County of Suffolk by injunctive relief or by any other remedy, in equity, or at law. The failure of the County of Suffolk or any agency thereof to enforce this covenant, shall not be deemed to impose any liability whatsoever upon the County of Suffolk or any officer, employee or agent thereof. THIS covenant and restriction shall run with the land and shall be binding upon the grantee, its successor and assigns, and upon all persons claiming under them.

3rd **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed, without Covenants to transfer the interest of SUFFOLK COUNTY in the above described property and on the above described terms to said Frank Fisher, 72 Priscilla Avenue, Riverhead, New York 11901.

DATED:

APPROVED BY

County Executive of Suffolk County

Date of Approval:

SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building
100 Veterans Memorial Highway - 2nd Floor
Post Office Box 6100
Hauppauge, New York 11788

S U M M A R Y S T A T E M E N T

DIRECT SALE:

Suffolk County Local Law No. 13-1976
Tax Map No. 0900-120.00-03.00-039.003

ADJOINING OWNER	BID	BID	BID
Frank Fisher 72 Priscilla Avenue Riverhead, New York 11901 0900-120.00-03.00-002.003 & 038.002	\$1,100.00		
Jane McCoy & Raedel Jenkins 50 Priscilla Avenue Riverhead, New York 11901 0900-120.00-03.00-039.002	\$0		

SIZE OF PARCEL: 25' x 200'
 APPRAISED VALUE: \$1,100.00
 COMMENT: Direct Sale to Adjacent Owner

Wayne R. Thompson
 Property Manager
 (631) 853-5971

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

1. Type of Legislation

Resolution X Local Law X Charter Law _____

2. Title of Proposed Legislation

Local Law 13-1976 authorizing the Direct Sale of County owned Real Estate

3. Purpose of Proposed Legislation

Convey County owned parcel to adjacent 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?

 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 income from sale

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

Unknown

8. Proposed Source of Funding

None

9. Timing of Impact

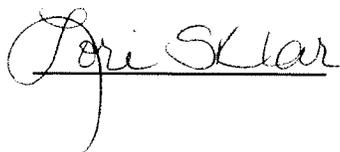
2010

10. Name & Title of Preparer

Signature of Preparer

Date

Lori Sklar – LMS III

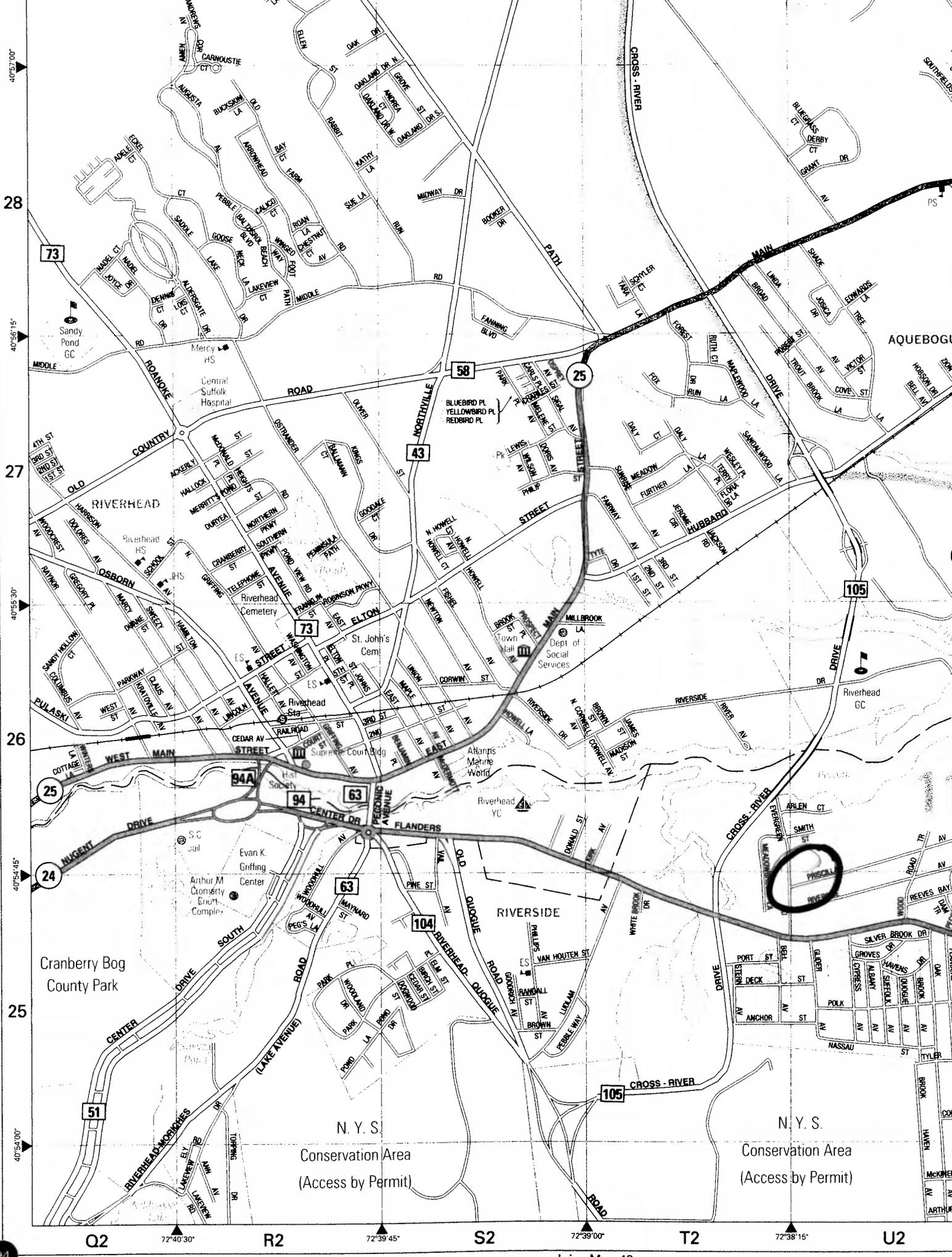


5/24/10

0900-120-03-39.3



(c) Copyright 2006, Pictometry International Corp.



28

27

26

25

Q2

R2

S2

T2

U2

40°57'00"

40°56'15"

40°55'30"

40°54'45"

40°54'00"

72°40'30"

72°39'45"

72°39'00"

72°38'15"

N. Y. S.
Conservation Area
(Access by Permit)

N. Y. S.
Conservation Area
(Access by Permit)

LS5

COUNTY OF SUFFOLK

JUN 01 2010



PAMELA J. GREENE
DIVISION DIRECTOR

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

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

May 24, 2010

Ken Crannell
Deputy County Executive
H. Lee Dennison Bldg. 12th Fl.
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, NY 11788

Re: Tax Map Number: 0900-120.00-03.00-039.003

Dear Mr. Crannell:

Enclosed herewith are the original and one copy of the proposed resolution with documentation pursuant to:

Local Law No. 13-1976 - Authorizing the Direct Sale of County Owned Real Estate

I would appreciate your placing this on the legislative agenda.

Very truly yours,

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

PJG:WRT:slb
Resolution + 1 copy
Summary Statement
Tax Map & Aerial Map
Hagstrom Map
Sponsor's Memo

Copy to:

Christopher E. Kent, Chief Deputy County Executive
Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
Thomas A. Isles, Director of Planning
CE Reso Review, via e-mail

Introductory Resolution No. 1662-10

Laid on Table 6/8/10

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO.
SALE OF COUNTY-OWNED REAL ESTATE
PURSUANT TO SECTION 72-h OF THE
GENERAL MUNICIPAL LAW
(TOWN OF BROOKHAVEN)
(SCTM 0200-900.00-03.00-010.000)**

WHEREAS, the COUNTY OF SUFFOLK is the fee owner of the following described parcel that is surplus to the needs of the County of Suffolk; and

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Brookhaven, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0200 Section 900.00, Block 03.00 Lot 010.000 and acquired by Tax Deed on May 3, 1991 from General L. Rains, the Deputy County Treasurer of Suffolk County, New York, and recorded on May 28, 1991 in Liber 11268 at Page 520 and described as follows, Town of Brookhaven, known and designated as Lots 48 & 49 in Block 13 on a certain map entitled "Map of New York & Brooklyn Suburban Investment Company Section 1" and filed in the Office of the Clerk of the County of Suffolk on June 27, 1889 as Map No. 436; and

WHEREAS, Section 72-h of the General Municipal Law permits a sale of real property between municipal corporations, or between a municipal corporation of the State of New York or the United States of America; and

WHEREAS, the Town of Brookhaven has requested that the County of Suffolk convey to the town the parcel described in Exhibit A annexed hereto; and

WHEREAS, the Suffolk County Department of Planning has approved the proposed transfer and use of said parcel, now therefore be it; and

1st RESOLVED, that Pamela J. Greene, Director of the Division of Real Property Acquisition and Management, or designee is hereby authorized to execute and acknowledge a Quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions provided herein to said Town of Brookhaven for the sum of \$ 2,492.72 plus the pro rata share of the current tax adjustment due at closing; and be it further

2nd RESOLVED, that the Town of Brookhaven will be restricted in its use of the subject parcel and will use said parcel solely and exclusively for Waste Management purposes; with all right title and interest reverting to the County of Suffolk in the event that the Town of Brookhaven, at any time, uses or attempts to use said subject parcel for other than Waste Management purposes or attempts to sell, transfer or otherwise dispose of or does, in fact, sell, transfer or otherwise dispose of said subject parcel without said parcel being used thereafter for Waste Management purposes; and be it further

reverter clause declaring that title to the above described property shall revert to the County of Suffolk if: 1) the property is not used for the above-described public governmental purposes within three (3) years after delivery of the deed to the grantee; or 2) the grantee attempts to sell, transfer, or otherwise dispose of the property or does sell, transfer, or otherwise dispose of said subject property without said property being used thereafter for the above described public governmental purposes; or 3) the grantee imposes a back-charge or fee against the County for the actual or projected cleanup cost of the debris on the property in violation of Resolution No. 1028-1991; or 4) the grantee violates Resolution No. 256-1998; and be it further

4th 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 the 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)

DATED: _____

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

Exhibit "A"

RESOLUTION NO. 2009-916-A1
MEETING: May 4, 2010

ADOPTED
BY THE BROOKHAVEN TOWN BOARD

AMENDING RESOLUTION NO. 2009-916 ENTITLED "AUTHORIZATION TO ACQUIRE A VACANT PARCEL OF SUFFOLK COUNTY OWNED LAND FOR GENERAL MUNICIPAL PURPOSES PURSUANT TO SECTION 72-H OF THE GENERAL MUNICIPAL LAW – FIREPLACE AVENUE, BELLPORT (SCTM NO. 0200-900.00-03.00-010.000)" TO ACQUIRE FOR WASTE MANAGEMENT PURPOSES

WHEREAS, Resolution No. 2009-916 authorized the acquisition of a vacant parcel of Suffolk County owned land on Fireplace Avenue in Bellport (further identified as SCTM No. 0200-900.00-03.00-010.000) for general municipal purposes; and

WHEREAS, this parcel is located immediately west of the Town's landfill facility; and

WHEREAS, the County of Suffolk has requested that the purpose of this acquisition be amended to "Waste Management purposes";

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Brookhaven that Resolution No. 2009-916 is hereby amended to authorize the acquisition of a vacant parcel of Suffolk County owned land on Fireplace Avenue in Bellport (further identified as SCTM No. 0200-900.00-03.00-010.000) for "Waste Management purposes"; and be it further

RESOLVED that all the other terms and conditions of Resolution No. 2009-916 shall remain unchanged.

Exhibit "A"

ADOPTED
BY THE BROOKHAVEN TOWN BOARD

RESOLUTION NO. 2009-916
MEETING OF November 10, 2009

AUTHORIZATION TO ACQUIRE A VACANT
PARCEL OF SUFFOLK COUNTY OWNED LAND
FOR GENERAL MUNICIPAL PURPOSES
PURSUANT TO SECTION 72-H OF THE
GENERAL MUNICIPAL LAW – FIREPLACE
AVENUE, BELLPORT (SCTM NO. 0200-900.00-
03.00-010.00)

WHEREAS, Section 72-h of the General Municipal Law of the State of New

York permits the sale of real property between municipal governments in the State of New York;
and

WHEREAS, there is a vacant parcel of Suffolk County owned land located on
Fireplace Avenue, Bellport, further identified as SCTM No. 0200-900.00-03.00-010.000 as shown
on the attached map; and

WHEREAS, the Town of Brookhaven is interested in acquiring said parcel of
real property for general municipal purposes for a total consideration not to exceed \$2,492.72
plus pro-rata taxes at the time of closing; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the
subject premises shall be conveyed subject to the following restrictive covenants that will run with
the land so conveyed: 1) That the Grantee or any subsequent Grantee shall not bill or charge
back to the Grantor any cost incurred or projected to be incurred for the cleanup, removal, and
disposal of all debris, waste, and/or contamination in or on the subject premises; 2) That the
Grantee shall not sell, convey, transfer or otherwise dispose of the subject premises; and

WHEREAS, the Town Board of the Town of Brookhaven is aware that the
restrictive covenants described above will run with the land and shall bind the heirs, successors,
and assigns of the Town of Brookhaven and in the event of any violation of the restrictive

covenants stated above, the Deed conveying said parcels shall be void ab initio and title to the realty shall revert to the County of Suffolk; and

WHEREAS, the acquisition of said parcels pursuant to General Municipal Law Section 72-H, as an intergovernmental transfer, is a Type II action pursuant to NYCRR 617.5(c)(19) and, therefore, no further SEQRA review is required,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Brookhaven hereby authorizes, consents and approves the acquisition of the parcel further identified as SCTM No. 0200-900.00-03.00-010.000 and requests that the Suffolk County Legislature approve the conveyance of same pursuant to General Municipal Law Section 72-H for a consideration not to exceed \$2,492.72 plus pro-rata taxes at the time of closing subject to the restrictive covenants and reverter provisions as stated above.

**SUFFOLK COUNTY, NEW YORK
DIVISION OF REAL PROPERTY ACQUISITION AND MANAGEMENT
H. Lee Dennison Building - 2nd Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, New York 11788**

S U M M A R Y S T A T E M E N T

SALES TO GOVERNMENTAL ENTITIES
TOWN OF BROOKHAVEN

Tax Map No.: 0200-900.00-03.00-010.000

Section 72-h, Gen'l Municipal Law

	<u>Amount</u>
County Investment	\$ 2,492.72

PURPOSE:

A. Affordable Housing	_____
B. Town Parks	_____
C. Road/Highway	_____
D. Drainage/Recharge Basin	_____
E. Other	<u> X </u>

Wayne R. Thompson
Property Manager
(631) 853-5971

WRT: slb

2/15/2010 -- 2:08:03 PM -- \\KIVUKAC\LEFUKMS\forms_share\viewer\200\prod\2090000x.dgn DSBL: 0200 90000 0300 0100000



TM# 0200-900.00-03.00-010.000

TM# 0200-900.00-03.00-010.000



Sundial Ln

Surburst Ln

State Hwy 27

State Hwy 27

0 30 60 120 180 240 Feet

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

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

Section 72-h, General Municipal Law authorizing the sale of County owned Real Estate to a Municipality

3. Purpose of Proposed Legislation

Convey County owned parcel to the Town of Brookhaven for General Municipal purposes

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

Loss of sale at public auction

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

2010

10. Typed Name & Title of Preparer

 R.J. Bhatt-LMS IV

Signature of Preparer

 RJBhatt

Date

 5/28/10

LS6

COUNTY OF SUFFOLK

JUN 01 2010



PAMELA J. GREENE
DIVISION DIRECTOR

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

CARRIE MEEK GALLAGHER
COMMISSIONER

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

May 28, 2010

Ken Crannell
Deputy County Executive
H. Lee Dennison Building - 12th Floor
100 Veterans Memorial Highway
Post Office Box 6100
Hauppauge, NY 11788

Re: Tax Map No.: 0200-900.00-03.00-010.000
Section 72-h, G.M.L. Authorizing the Sale of County Owned Real Estate to a Municipality, State, or Federal Government.

Dear Mr. Crannell:

Enclosed herewith is the original and one copy of the proposed resolution with documentation pursuant to:

Section 72-h, G.M.L. authorizing the sale of County owned real estate to the Town of Brookhaven for municipal purposes.

I would appreciate your placing this on the legislative agenda.

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

PJG:WRT:slb

- Resolution + 1 copy
- Summary Statement
- Tax Map & Aerial Map
- Hagstrom Map
- Sponsor's Memo

- Copy w/ Resolution to:
- Christopher E. Kent, Chief Deputy County Executive
 - Brendan Chamberlain, Director, International Relations (2 hard copies)
 - Eric Naughton, Budget Director
 - Thomas A. Isles, Director of Planning
 - CE Reso Review via e-mail

Intro. Res. No. 1664-10 Laid on the Table 6/8/10
Introduced by the Presiding Officer at the Request of the County Executive

RESOLUTION NO. -2010, AMENDING THE 2010 OPERATING BUDGET AND APPROPRIATING FUNDS IN CONNECTION WITH BONDING A SETTLEMENT FOR AN BUS LIABILITY CASE

WHEREAS, a settlement was approved in a Bus Liability case by the Ways and Means Committee for a total amount of Four Hundred Twenty Five Thousand (\$425,000) Dollars; and

WHEREAS, the settlement is a mandated expense that must be paid by the County; and

WHEREAS, sufficient funds to satisfy Bus Liability orders, judgments and settlements are not available in the 2010 Operating Budget; and

WHEREAS, the County Legislature, by Resolution of even date herewith, has authorized the issuance of Four Hundred Twenty Five Thousand (\$425,000) Dollars in Suffolk County Serial Bonds to cover the cost of the above referenced settlement; now, therefore be it

RESOLVED, that this settlement in the amount of Four Hundred Twenty Five Thousand (\$425,000) Dollars be bonded and paid under the authority of the Office of Risk Management, County Department of Civil Services, in conjunction with the County Department of Audit and Control and the County Executive's Budget Office; and be it further

RESOLVED, that the proceeds of Four Hundred Twenty Five Thousand (\$425,000) Dollars in Suffolk County Serial Bonds be and are hereby appropriated as follows:

REVENUES:		
038-2780 Proceeds: Debt		\$425,000
 APPROPRIATIONS:		
	Miscellaneous Bus Liability Insurance 038-MSC-1916 Mandated	
8505 – Settlements		\$425,000

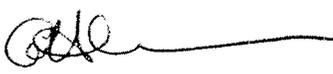
DATED:

APPROVED BY:

County Executive of the County of Suffolk

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law <input type="checkbox"/> Charter Law <input type="checkbox"/>		
2. Title of Proposed Legislation		
RESOLUTION NO. -2010, AMENDING THE 2010 OPERATING BUDGET AND APPROPRIATING FUNDS IN CONNECTION WITH BONDING A SETTLEMENT FOR AN BUS LIABILITY CASE		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District	<input type="radio"/> Other (Specify):
<input type="radio"/> Library District	<input type="radio"/> 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		
2011		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Gina H. Kommer Assistant Executive Analyst		JUNE 3, 2010

SCIN FORM 175b (10/95)

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

GENERAL FUND

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$93,597	\$0.17		\$0.000

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$93,597	\$0.17		\$0.000

NOTES:

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

Suffolk County
 General Obligation Serial Bonds
 Level Debt

Term of Bonds 5
 Amount to Bond: \$425,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2010					
11/1/2010					
5/1/2011	2.500%	\$79,572.06	\$14,025.00	\$93,597.06	\$93,597.06
			\$5,699.56	\$5,699.56	
5/1/2012	3.500%	\$82,197.94	\$5,699.56	\$87,897.50	\$93,597.06
			\$4,343.30	\$4,343.30	
5/1/2013	3.500%	\$84,910.47	\$4,343.30	\$89,253.76	\$93,597.06
			\$2,942.27	\$2,942.27	
5/1/2014	3.500%	\$87,712.51	\$2,942.27	\$90,654.79	\$93,597.06
			\$1,495.02	\$1,495.02	
5/1/2015	3.500%	\$90,607.03	\$1,495.02	\$92,102.04	\$93,597.06
#VALUE!		\$425,000.00	\$42,985.29	\$467,985.29	\$467,985.29

#VALUE!

#VALUE!

RESOLUTION NO. -2010, AMENDING THE 2010 OPERATING BUDGET AND APPROPRIATING FUNDS IN CONNECTION WITH BONDING FOR AN ORDER FOR ATTORNEY FEES AS PART OF AN EMPLOYEE LIABILITY CASE

WHEREAS, a judgment was issued after trial in an Employee Practices Liability case in June of 2007 wherein the County was directed to pay an award to the plaintiffs and which directed that post trial proceedings be conducted to determine the amount of attorneys' fees to be awarded to plaintiffs' counsel; and

WHEREAS, post trial proceedings resulted in an Order from the Federal Court directing the County to pay the sum of One Million Twenty Two Thousand Five Hundred Eighty Three Dollars and Forty Cents (\$1,022,583.40) as and for the attorneys' fees and interest; and

WHEREAS, this is a mandated expense that must be paid by the County; and

WHEREAS, sufficient funds to satisfy Employee Practices Liability orders, judgments and settlements are not available in the 2010 Operating Budget; and

WHEREAS, the County Legislature, by Resolution of even date herewith, has authorized the issuance of One Million Twenty Two Thousand Five Hundred Eighty Three Dollars and Forty Cents (\$1,022,583.40) in Suffolk County Serial Bonds to cover the cost of the above referenced Order; now, therefore be it

RESOLVED, that the Order in the amount of One Million Twenty Two Thousand Five Hundred Eighty Three Dollars and Forty Cents (\$1,022,583.40) be bonded and paid under the authority of the Office of Risk Management, County Department of Civil Services, in conjunction with the County Department of Audit and Control and the County Executive's Budget Office; and be it further

RESOLVED, that the proceeds of One Million Twenty Two Thousand Five Hundred Eighty Three Dollars and Forty Cents (\$1,022,583.40) in Suffolk County Serial Bonds be and are hereby appropriated as follows:

REVENUES:

038-2780 Proceeds: Debt \$1,022,583.40

APPROPRIATIONS:

Miscellaneous
Employee Practices Insurance
038-MSC-1917
Mandated
8505 - Settlements \$1,022,583.40

DATED:

APPROVED BY:

County Executive of the County of Suffolk
Date of Approval:

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

GENERAL FUND

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$225,202	\$0.41		\$0.001

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$225,202	\$0.41		\$0.001

NOTES:

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

Suffolk County
 General Obligation Serial Bonds
 Level Debt

Term of Bonds	5
Amount to Bond:	\$1,022,583

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2010					
11/1/2010					
5/1/2011	2.500%	\$191,456.62	\$33,745.25	\$225,201.88	\$225,201.88
			\$13,713.59	\$13,713.59	
5/1/2012	3.500%	\$197,774.69	\$13,713.59	\$211,488.28	\$225,201.88
			\$10,450.31	\$10,450.31	
5/1/2013	3.500%	\$204,301.26	\$10,450.31	\$214,751.57	\$225,201.88
			\$7,079.34	\$7,079.34	
5/1/2014	3.500%	\$211,043.20	\$7,079.34	\$218,122.54	\$225,201.88
			\$3,597.13	\$3,597.13	
5/1/2015	3.500%	\$218,007.63	\$3,597.13	\$221,604.75	\$225,201.88
#VALUE!		\$1,022,583.40	\$103,425.98	\$1,126,009.38	\$1,126,009.38

#VALUE!

#VALUE!

1665

Intro Reso No. -2010

Laid on the Table

6/8/10

Introduced by the Presiding Officer on request of the County Executive

**RESOLUTION NO. -2010, AUTHORIZING FUNDING,
ACQUISITION, CONVEYANCE, DEVELOPMENT,
INFRASTRUCTURE IMPROVEMENTS AND OVERSIGHT OF
REAL PROPERTY UNDER SUFFOLK COUNTY
AFFORDABLE HOUSING OPPORTUNITIES PROGRAM
(SUMMERWIND SQUARE - RIVERHEAD)**

WHEREAS, Local Law 13-2000 as amended in its entirety by Local Law 17-2004, known as Suffolk County Administrative Code ("SCAC") Article XXXVI, as amended, found and determined that there was a need for the County to aid municipalities in providing affordable housing and established the Suffolk County Affordable Housing Opportunities Program; and

WHEREAS, SCAC § A36-2(C) provides a statutory framework for land to be acquired and infrastructure improvements to be made for Suffolk County's Workforce Housing Program through the use of capital bond proceeds; and

WHEREAS, the County Department of Economic Development and Workforce Housing and the Town of Riverhead have identified three sites in the County of Suffolk, to be known as "Summerwind Square," which would be appropriate for development as workforce housing and are identified by the Suffolk County Tax Map Numbers as follows: 0600-128.00-060.00-081.000; 0600-128.00-06.00-082.000; and 0600-128.00-06.00-086.003 (the "Subject Premises"); and

WHEREAS, pursuant to Section 36-2 (C) of Article XXXVI of the Suffolk County Administrative Code, it is proposed that the County acquire the Subject Premises at a purchase price of One Million Nine Hundred Seventy Six Thousand (\$1,976,000) Dollars and transfer the Subject Premises to Eastern Property Investor Consultants, LLC (the "Developer"); and

WHEREAS, the Environmental Trust Review Board reviewed the appraisals, reviewed the report of the Internal Appraisal Review Board, approved the purchase price and authorized the Director of the Division of Real Property Acquisition and Management to negotiate the acquisition, on February 19, 2010; and

WHEREAS, Summerwind Square will require infrastructure improvements to facilitate the construction of the workforce housing development and, in connection therewith, the Developer has requested infrastructure funding from the County in the amount of Three Hundred Thirteen Thousand (\$313,000) Dollars; and

WHEREAS, Resolution No. 560-2009 authorized planning steps for acquisition of the Subject Premises for the Summerwind Square affordable housing development; and

WHEREAS, the Developer and the County have negotiated a development agreement to be executed by the Developer and the County (the "Development Agreement"), which incorporates a development plan (the "Development Plan"), each of which is in substantially final form, as attached hereto, detailing the proposed purchase by the County of the Subject Premises, the funding of certain infrastructure improvements, and the subsequent development of 52 affordable rental units; and

WHEREAS, pursuant to Resolution No. 1168 dated December 15, 2009, the Town of Riverhead Board, as lead agency, issued a negative SEQRA declaration which completed the environmental review; and further the negative declaration issued by the Town Board is binding on the County, as an involved agency, pursuant to Title 6 of the New York Codes, Rules and Regulations (NYCRR) § 617.6 (b) (3) (ii) and, therefore, SEQRA is complete; and

WHEREAS, Resolutions No. 277-2007 and 83-2008 appropriated the proceeds of \$1,500,000 and \$4,500,000, respectively, in Suffolk County Serial Bonds for Workforce Housing acquisitions under the Suffolk County Workforce Housing Program subject to further Legislative approval of a resolution authorizing the planning, funding and/or acquisition of specific projects; and

WHEREAS, Resolution No. 1421-2005, appropriated the proceeds of \$5,000,000 in Suffolk County Serial Bonds to fund the infrastructure improvements in connection with the properties acquired, funded, constructed, reconstructed or rehabilitated in connection with the Workforce Housing Program subject to further Legislative approval of a resolution authorizing the funding of specific infrastructure improvements to be made in connection with such workforce housing acquisitions; now, therefore be it

1st RESOLVED, that the Suffolk County Legislature, on behalf of the County, hereby finds and determines that Summerwind Square meets the requirements of the Suffolk County Affordable Housing Opportunities Program for its Workforce Housing Program and the need to fill the critical shortage of affordable housing in the County and, accordingly, authorizes the development of Summerwind Square; and be it further

2nd RESOLVED, that the Development Agreement and the Development Plan are hereby approved in substantially the same form as attached hereto; and be it further

3rd RESOLVED, that the Subject Premises are hereby authorized to be acquired, conveyed, developed, supervised and managed subject to the Development Agreement and Development Plan, subject to a final survey, for a total purchase price of One Million Nine Hundred Seventy Six Thousand (\$1,976,000) Dollars; and be it further

4th RESOLVED, that pursuant to Suffolk County Charter §§ C35-2(V) and (Y), and SCAC § A36-2(C), the Department of Economic Development and Workforce Housing and its Commissioner, and the Division of Affordable Housing and its Director of Affordable Housing, are hereby authorized to acquire and convey the Subject Premises, as necessary, and the same are hereby further authorized, empowered and directed to take such other actions, make such changes, enter into such other agreements, and execute such other documents as are required to effectuate this overall affordable housing project and transaction, and to pay such additional expenses which shall include, but not be limited to, the cost of surveys, appraisals, environmental audits, title reports and insurance, as may be necessary and appropriate to accomplish the aforesaid authorizations and duties; and be it further

5th RESOLVED, that, subject to the terms of the Development Agreement, the County Comptroller and County Treasurer are hereby authorized to reserve and pay One Million Nine Hundred Seventy Six Thousand (\$1,976,000) Dollars for the purchase price of the Subject Premises from previously appropriated funds in Capital Project No. 525-CAP-8704.211 and 525 – CAP – 8704.212; and be it further

6th RESOLVED, that, subject to the terms of the Development Agreement, the County Comptroller and County Treasurer are hereby authorized to reserve and pay Three Hundred

Thirteen Thousand (\$313,000) Dollars in connection with infrastructure costs associated with the development of Summerwind Square from previously appropriated funds in Capital Project No. 525-CAP-6411.310; and be it further

7th RESOLVED, that the Director of the Division of Real Property Acquisition and Management or her designee, pursuant to Suffolk County Charter § C42-2C(3)(d), is hereby authorized and empowered, and her actions are hereby ratified and adopted, to negotiate the purchase price for the initial acquisition of the Subject Premises, in accordance with the terms of the Development Agreement, and further to provide whatever additional support is requested by the Department of Economic Development and Workforce Housing and its Division of Affordable Housing, and by the County Attorney pursuant to Suffolk County Charter §C16-2 and the Department of Public Works pursuant to Suffolk County Charter §C8-2(W) ; and be it further

8th RESOLVED, that the County Executive, the County Attorney, the Commissioner of the Department of Economic Development and Workforce Housing and the Director of Affordable Housing are hereby authorized, respectively, to take such further actions as may be necessary or desirable to effectuate the purposes and intent of the foregoing resolutions and to execute any and all documents necessary and/or desirable to effectuate the purpose and intent of the workforce housing development referred to in this Resolution; and be it further

9th RESOLVED, pursuant to Resolution No. 1168, dated December 15, 2009, the Town of Riverhead Board, as lead agency, issued a negative SEQRA declaration which completed the environmental review; and further the negative declaration issued by the Town Board is binding on the County, as an involved agency, pursuant to Title 6 of New York Codes, Rules and Regulations (NYCRR) § 617.6 (b) (3) (ii) and, therefore, SEQRA is complete.

Dated:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. -2010, AUTHORIZING FUNDING, ACQUISITION, CONVEYANCE, DEVELOPMENT, INFRASTRUCTURE IMPROVEMENTS AND OVERSIGHT OF REAL PROPERTY UNDER SUFFOLK COUNTY AFFORDABLE HOUSING OPPORTUNITIES PROGRAM (SUMMERWIND SQUARE - RIVERHEAD)		
3. Purpose of Proposed Legislation		
SEE NO. 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		
THIS RESOLUTION AUTHORIZES THE DEPARTMENT TO USE FUNDS WHICH HAVE BEEN PREVIOUSLY APPROPRIATED IN CAPITAL PROJECTS 6411 & 8704 TO COVER THE COST OF ACQUISITION, CONVEYANCE, DEVELOPMENT, INFRASTRUCTURE IMPROVEMENTS AND OVERSIGHT OF REAL PROPERTY UNDER SUFFOLK COUNTY AFFORDABLE HOUSING OPPORTUNITIES PROGRAM.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
AVAILABLE APPROPRIATIONS WITHIN CAPITAL PROJECTS 6411 & 8704		
9. Timing of Impact		
UPON ADOPTION		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
STEVEN W. FORST, CPA SENIOR ACCOUNTANT		JUNE 3, 2010

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:

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

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

YVES R. MICHEL, COMMISSIONER
DEPARTMENT OF ECONOMIC
DEVELOPMENT & WORKFORCE
HOUSING

JILL ROSEN-NIKOLOFF
DIRECTOR OF AFFORDABLE
HOUSING

May 28, 2010

Ken Crannell, Deputy County Executive
Office of the County Executive
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788

Re: Reso-Eco. Dev.- Summerwind Square Workforce Housing
Back-up-Eco. Dev.-Summerwind Square Workforce Housing-Dev. Agmt., SCINS 175a & b

Dear Mr. Crannell:

The Department of Economic Development and Workforce Housing requests the submittal of the attached resolution authorizing funding, acquisition, conveyance, development, infrastructure improvements and oversight of the Summerwind Square Workforce Housing Development in Riverhead. It is requested that this resolution be submitted for inclusion on the agenda for the June 22, 2010 meeting of the full Legislature.

Also attached is the required back-up documentation: (i) Development Agreement with Development Plan, (ii) Contract of Sale, (iii) SCIN Form 175a, and (iv) SCIN Form 175b.

Electronic copies are being transmitted concurrently herewith.

Thank you.

Sincerely,


Jill Rosen-Nikoloff
Director of Affordable Housing

Enc.

Cc: Christopher Kent, Chief Deputy County Executive
Yves R. Michel, Commissioner, Dept. of Economic Development & Workforce Housing
Pam Greene, Director of Division of Real Property and Management
Brendan Chamberlain, County Executive Assistant
Mike Amoroso, Bureau Chief, Real Estate Condemnation
CE RESO REVIEW, via email

JRN/mkc

LOCATION
H. LEE DENNISON BLDG. - 2nd FLOOR
100 VETERANS MEMORIAL HIGHWAY

MAILING ADDRESS
P. O. BOX 6100
HAUPPAUGE, NY 11788-0099

(631) 853-6420
fax (631) 853-4888

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

YVES R. MICHEL, COMMISSIONER
DEPARTMENT OF ECONOMIC
DEVELOPMENT & WORKFORCE
HOUSING

JILL ROSEN-NIKOLOFF
DIRECTOR OF AFFORDABLE
HOUSING

May 28, 2010

Ken Crannell, Deputy County Executive
Office of the County Executive
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788

Re: Reso-Eco. Dev.- Summerwind Square Workforce Housing
Back-up-Eco. Dev.-Summerwind Square Workforce Housing-Dev. Agmt., SCINS 175a & b

Dear Mr. Crannell:

The Department of Economic Development and Workforce Housing requests the submittal of the attached resolution authorizing funding, acquisition, conveyance, development, infrastructure improvements and oversight of the Summerwind Square Workforce Housing Development in Riverhead. It is requested that this resolution be submitted for inclusion on the agenda for the June 22, 2010 meeting of the full Legislature.

Also attached is the required back-up documentation: (i) Development Agreement with Development Plan, (ii) Contract of Sale, (iii) SCIN Form 175a, and (iv) SCIN Form 175b.

Electronic copies are being transmitted concurrently herewith.

Thank you.

Sincerely,

Jill Rosen-Nikoloff
Director of Affordable Housing

Enc.

Cc: Christopher Kent, Chief Deputy County Executive
Yves R. Michel, Commissioner, Dept. of Economic Development & Workforce Housing
Pam Greene, Director of Division of Real Property and Management
Brendan Chamberlain, County Executive Assistant
Mike Amoroso, Bureau Chief, Real Estate Condemnation
CE RESO REVIEW, via email

JRN/mkc

LOCATION
H. LEE DENNISON BLDG. – 2nd FLOOR
100 VETERANS MEMORIAL HIGHWAY

MAILING ADDRESS
P. O. BOX 6100
HAUPPAUGE, NY 11788-0099

(631) 853-6420
fax (631) 853-4888

1665

**SUMMERWIND SQUARE
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") made the ____ day of _____, 2010 between THE COUNTY OF SUFFOLK (the "County"), a municipal corporation of the State of New York, having its principal office at County Center, Riverhead, New York 11901 acting by and through its DEPARTMENT OF ECONOMIC DEVELOPMENT and WORKFORCE HOUSING (the "Department"), having its offices at 100 Veterans Memorial Highway, Hauppauge, New York 11788 and EASTERN PROPERTY INVESTOR CONSULTANTS, LLC (the "Developer"), a New York limited liability corporation having its offices at 215 Roanoke Avenue, Riverhead, New York 11901.

WHEREAS, in furtherance of the objectives of Article XXXVI of the Suffolk County Administrative Code, as amended (the "Program"), the County has undertaken a program for the acquisition, construction, reconstruction and rehabilitation of properties for affordable housing purposes; and

WHEREAS, there exists a need in Suffolk County to provide affordable housing thereby promoting the County's economic growth and prosperity; and

WHEREAS, the County has authorized the acquisition of certain real property within the County of Suffolk known as "Summerwind Square" identified by Suffolk County Tax Map Numbers 0600-128.00-06.00-081.000, 0600-128.00-06.00-082.000 and 0600-128.00-06.00-086.003, all as more particularly described in Schedule A annexed hereto and made a part hereof (the "Development Area") pursuant to the terms of this Agreement; and

WHEREAS, there has been formulated and presented to the Suffolk County Legislature for consideration and approval an Affordable Housing Development Plan known as the Development Plan for Summerwind Square (the "Development Plan"), annexed hereto and made a part hereof as Schedule B, which Development Plan was approved by the Suffolk County Legislature pursuant to Resolution No. _____ 2010, which provides for the construction, reconstruction and/or rehabilitation of said Development Area and, *inter alia*, the construction of ancillary facilities at the Development Area (the "Project"); and

WHEREAS, Resolution No. _____ 2010 authorizes the County to enter into this Agreement to fund the cost of certain infrastructure improvements and to acquire the Development Area and subsequently convey the Development Area for affordable housing purposes in accordance with the Program; and

NOW, THEREFORE, each of the parties hereto, for and in consideration of the promises and agreements of the other party hereto, does covenant and agree as follows:

ARTICLE 1

PROPERTY CONVEYANCE AND INFRASTRUCTURE IMPROVEMENTS

101. Purchase, Sale Agreement and Mortgage. Subject to the terms and conditions of this Development Agreement and the Development Plan, the County agrees to purchase the Development Area from Developer for the purchase price of One Million Nine Hundred Seventy Six Thousand and 00/100 Dollars (\$1,976,000.00) (the "Land Subsidy"), and shall convey the Development Area back to the Developer, subject to the terms and conditions of the Program, this Agreement, the Development Plan and the Note ("Note") and Mortgage ("Mortgage") in the amount of One Million Nine Hundred Seventy Six Thousand and 00/100 Dollars (\$1,976,000.00) to be held by the County (as defined below). Such conveyance is expressly conditioned and subject to the acquisition of all real property within the Development Area by County. In the event County is unable to acquire such real property with reasonable diligence, neither party shall have any further obligations under this Agreement.
102. Closing.
- A. County shall give Developer at least ten (10) business days prior notice of the date, time and place for the closing (the "Closing") which shall be deemed to be and include the simultaneous closing of all contracts as referred to in paragraph 102 (D) below. The Closing shall be during normal business hours.
 - B. The County shall purchase the Development Area from the Developer pursuant to a Contract of Sale (the "Contract of Sale") in form and substance satisfactory to the County. The deed for the Development Area from the Developer to the County shall be a Bargain and Sale deed with covenants against Grantor's acts and the deed to be delivered by the County to Developer hereunder shall be a Quitclaim Deed (the "Deed"). To the extent that the terms, conditions, provisions, covenants and/or agreements contained in this Agreement conflict or are inconsistent with the terms, conditions, provisions, covenants, agreements and/or restrictions of said Deed, the Deed shall govern.
 - C. The Note and Mortgage shall be delivered by the Developer to the County in accordance with the terms and conditions as set forth in the Development Plan.

- D. The Closing for the conveyance of the Development Area from Developer to County shall occur simultaneously with the closing for the conveyance of the Development Area from the County to the Developer.

103. Certain Conditions of Conveyance.

- A. General Conditions. The Development Area shall be conveyed subject to all of the following conditions:
1. Any state of facts an accurate survey may show provided the same does not render the title unmarketable.
 2. All the terms covenants and conditions of this Agreement.
 3. The provisions of Article XXXVI of the Suffolk County Administrative Code as amended.
 4. Covenants, easements and restrictions, encroachments, utility easements and rights of way of record.
 5. Any and all municipal liens or encumbrances of record existing on the date of Closing or thereafter listed or recorded resulting from an inspection made of the Development Area prior to the date of conveyance.
 6. The provisions of all laws, codes, statutes, ordinances, acts, rules and regulations of local, state or federal government, and any agency or subdivision thereof.
 7. The Development Plan and any building restrictions and zoning regulations in effect at the time of Closing and any facts disclosed in the Suffolk County tax maps.
 8. Simultaneous Closing of all contracts of conveyance for the Development Area. In the event that one party is unable to close on the agreed upon closing date, the closing may be adjourned for up to five (5) business days upon consent of the other parties, providing that the party requesting the adjournment agrees to pay any costs associated with the adjournment.
- B. Additional Conditions. The Development Area shall also be conveyed to the Developer in accordance with the following:

1. No Obligation. Except as specifically set forth herein, County shall have no obligation to bring any action or to incur any expense to make the title to the Development Area comply with the provisions of this Agreement.
 2. New York State Real Estate Transfer Tax. Developer shall pay the Real Estate Transfer Tax, if any, imposed pursuant to Chapter 347 of the Laws of New York of 1968, as amended, on the conveyance of the Development Area. Developer shall not be entitled to any exemption or deduction which might otherwise be available solely because the County is the grantor of the Development Area.
 3. Recording. Developer shall cause this Agreement, the Deed, the Development Plan and Mortgage described in the Development Plan to be recorded immediately following the Closing and shall pay all required recording fees and taxes, if any.
 4. Condition of Development Area. Developer shall accept the Development Area in "as is" condition. County does not warrant or represent the suitability of the Development Area for the Project and has made no other representations regarding the condition of the Development Area. Developer represents that it has inspected the Development Area and is fully familiar with its condition.
 5. No Prior Defaults. Failure by the Developer to pay municipal taxes and other charges under any debt, lease, contract or obligation to the County, or any of the County's agencies or departments, may disqualify the Developer from obtaining title to the Development Area.
 6. Clean Up Costs. Any charges, costs, assessments or levies imposed by any governmental entity against County for any cost incurred or projected to be incurred for the cleaning up of any debris on the Development Area shall be paid by Developer immediately upon receipt by Developer, from County or otherwise, of any bill, assessment or levy therefore. County shall have neither responsibility nor any obligation for the payment or reimbursement of any such charges, costs, assessments or levies.
- C. Financing. As a condition precedent to the conveyance of the Development Area from the Developer to the County, and

simultaneously with the Closing, the Developer shall have delivered to the Department, documents satisfactory to the Department indicating that there are sufficient public and/or private funds committed to complete the Project. In the event federal or state grant funds are obtained to finance the Project, the federal and state requirements shall be met. Notwithstanding the foregoing, if the County's requirements are more stringent, the County's requirements shall prevail.

104. Infrastructure Improvements

In addition to the acquisition costs set forth above, and subject to the closing of all contracts referred to in paragraph 102 (D) above, the County agrees to provide funding to the Developer in an amount not to exceed Three Hundred Thirteen Thousand and 00/100 Dollars (\$313,000.00) (the "Infrastructure Subsidy") to subsidize a portion of the infrastructure improvements to the Development Area. These funds are intended to offset the costs of roads, curbs, lighting, sidewalks, drainage, pavements, landscaping, piping and related infrastructure improvements and costs. In accordance herewith, the Developer agrees to deliver to the County an easement running in favor of the County covering the Development Area. The Developer will finance the infrastructure costs and the County will pay the Infrastructure Subsidy to the Developer upon completion, to the reasonable satisfaction of the County, of all the infrastructure improvements constructed in accordance with all applicable laws, codes, rules and regulations. At the time of payment, the Developer shall deliver to the County a Note and Mortgage (the "Infrastructure Note and Mortgage, and together with the Note and Mortgage, the "Subsidy Note and Mortgage"), in form and substance reasonably satisfactory to the County and the Program, in the amount paid by the County, said amount not to exceed Three Hundred Thirteen Thousand and 00/100 Dollars (\$313,000.00) and in accordance with the terms and conditions set forth in the Development Plan, which shall be filed as a lien against the Development Area.

105. Additional Conditions. As additional conditions precedent to the County's obligations hereunder and under the Contract of Sale, the following conditions shall have been met:

- A. The Developer shall have executed and delivered a Management Agreement for the operation of Summerwind Square.
- B. The Developer shall have executed and delivered a Technical Assistance Agreement with the Long Island Housing Partnership to

administer the marketing, income eligibility, occupant selection and lottery process for Summerwind Square.

- C. The Developer shall have provided the County with an accurate description of the contractors and subcontractors to be utilized in the development of the Development Area and a break-down of submitted bids.
- D. The Developer shall provide the County with documentation necessary to verify the Infrastructure Subsidy requested.
- E. The performance bond and security requirements of paragraph 208 shall be met and the County provided with written evidence of same.

ARTICLE 2

DEVELOPER'S RESPONSIBILITIES

201. Covenants. Developer hereby covenants and agrees for itself and every successor in interest to the Development Area or any part thereof, as follows:
- A. Construction of the Project. Construction of the Project shall commence no later than two (2) months from the date of Closing and shall proceed diligently to completion of the Project within twenty-four (24) months from the date of the Closing unless the Director of Affordable Housing has granted an extension in writing, for good cause shown. Said extension shall be no longer than two (2) years unless approved by a duly enacted resolution of the Suffolk county Legislature. Prior to the commencement of construction, payment and performance bonds shall be provided to the County by the Developer as set forth in section 208 of this agreement. The Developer agrees to ensure the construction of Summerwind Square in accordance with this Agreement, the Development Plan and all other documents executed and/or delivered in connection therewith
 - B. Plans and Specifications. Developer agrees to undertake and carry out the construction of the Project in accordance with the Development Plan and the applicable building and fire codes and zoning restrictions which are in effect. Developer may make amendments, modifications or corrections to the Development Plan, provided that the same comply with the requirements of the

applicable building codes and zoning restrictions which are in effect, and provided, further that any modifications, amendments or corrections to the Development Plan which affect (i) the site plan or (ii) the total number and distribution as to type of dwelling units shall require the prior written approval of the Department. In addition to the foregoing, any material changes to the Development Plan shall also require prior written approval of the Suffolk County Legislature. "Material Change" shall be as determined by the Director of Affordable Housing of the Department of Economic Development and Workforce Housing (the "Director"). Any requests to modify the site plan or total number and distribution as to type of dwelling units shall be made in accordance with the notice requirements of Section 515 of the Development Agreement.

As of the date hereof, the applicable zoning regulations are consistent with the land use and development contemplated in the Development Plan. If the Development Plan is modified or amended, all changes must be approved by the Department. The Department shall make reasonable efforts to assist Developer in any proceeding, other than judicial proceedings initiated by Developer to obtain other necessary County approvals.

- C. Impairment of County Lien; Repayment of Land Development Subsidy. Developer covenants and agrees and will require any successors, assigns and transferees to covenant and agree, that it shall not undertake any action or activity which shall impair or have the effect of impairing the lien of the County in the amount of the Land Subsidy and/or the Infrastructure Subsidy comprising the Development Area to be acquired by the County as required by the Program except as authorized under this Agreement.

The Land Subsidy and the Infrastructure Subsidy imposed upon the Project in accordance with the Program shall be repaid when occupancy requirements are not met and, in any case, as specified in the Development Plan or any Note or Mortgage evidencing such subsidy, unless otherwise specified in the Development Plan and in accordance with the Program.

- D. Program requirements for the Developer. The Developer is a for-profit development entity. Any amount of profit realized by the Developer must conform to New York State Affordable Housing Corporation (or its successors') guidelines.

E. Environmental Compliance.

The Developer agrees to demolish and remove, at its sole cost and expense, any and all buildings, structures, cesspools, septic tanks and fuel tanks located on the Development Area. In the event that any remediation work to the Development Area is necessary, Developer shall complete same at its sole cost and expense.

The demolition and removal of any and all buildings, structures, cesspools, septic tanks and fuel tanks at the Development Area and remediation work, if any, including, but not limited to, the proper disposal of any debris, solid wastes, pollutants, hazardous materials and/or soil will be performed by the Developer in accordance with all applicable Federal, State and County laws. The Developer covenants and agrees that it will defend, indemnify, and hold harmless the County, and any of its respective officers, agents, employees, and their successors and assigns, against any and all damages, claims, losses, liabilities and expenses, including, without limitation, responsibility for legal, consulting, engineering and other costs and expenses which may arise out of any action, suit, claim, or proceeding seeking money damages, injunctive relief, remedial action, or other remedy by reason of (1) a violation or non-compliance with any environmental law; or (2) the disposal, discharge or release of solid wastes, pollutants, hazardous materials and/or soil; or (3) its acts or omissions or negligence in the performance of the aforementioned demolition, removal and remediation work, if any. The provisions of this paragraph shall survive the delivery of any instrument of conveyance pursuant to this agreement.

202. Project Signs. The Developer shall, at its own cost and expense, promptly erect and maintain a Project sign identifying the interest of the parties in lettering of such size and form as shall be approved by the Department. The provisions of this Paragraph 202 shall survive the Closing until Completion of Construction as described immediately below in Paragraph 203.
203. Completion of Construction. Construction of the Project shall be deemed complete when (i) a permanent Certificate of Occupancy has been issued by the municipality for all of the residential units constructed on the Development Area, and (ii) the municipality certifies in writing to the Department that the Project meets all applicable building and fire codes and zoning restrictions and that all the Project construction obligations of Developer have been met ("Completion of Construction"). The

municipality may certify as to completion of portions of the Project so long as (i) and (ii) above have been met for such portion.

204. Drawings. Upon Completion of Construction, Developer shall, submit to the Department three (3) sets of "as built" surveys of the Project showing all the construction certified as complete by municipality. The "as built" surveys shall indicate, on its face, the locations of all buildings, rights-of-way, utility and other easements and work as actually built and installed. Such locations shall be shown by offset distances from permanent surface improvements such as buildings, retaining walls or curbs and such sizes shall be shown by dimensions in feet and inches.
205. Reports. Developer shall submit a narrative report in writing to the Director within six (6) months after the Closing, and every three (3) months thereafter, up to the time of Completion of Construction pursuant to Paragraph 203 above, as to the progress of the construction on the Development Area. Each report shall also include, but not be limited to, (i) a progress report from the supervising architect or engineer; (ii) the dates of completion and occupancy of any housing unit; (iii) the total household income, from all sources, of the renter(s), and his/her/their family; and (iv) the total rent of each housing unit. In addition, Developer shall provide a report to the Director no later than December 31st of each year of this Agreement outlining the exact and precise use to which any such parcels have been put and the rental income to be derived from such affordable housing units. Said year-end report shall also state whether or not the parcels have been utilized for affordable housing purposes and whether or not the restrictive covenants contained in any deeds of conveyance ensuring such utilization have been adhered to.
206. Limitation on Use of Development Area. Developer, prior to Completion of Construction of the Project, shall not rent, license or permit temporary use of the Development Area for purposes unrelated to the construction of the Project, as set forth in the Development Plan, and the site plan approved by the Town of Riverhead and Suffolk County Health Department. As such, prior to completion of the Project, Developer may enter into leases for the rental units in the Project, as well as the restaurant and office space to be constructed within the Development Area simultaneously with the Project. The Project may temporarily contain a rental or sales office and an appropriate number of model units as may be applicable.
207. Access. Prior to the Closing, the Developer shall permit representatives, employees and agents of the County to have access at all reasonable times to any part of the Development Area for the purpose of obtaining data and making various tests concerning the Development Area necessary to carry out the provisions of this Agreement. After Closing, Developer shall permit the representatives of the County access to the

Development Area upon prior reasonable notice and at all reasonable times, for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with the construction of the Project. It is agreed by the parties hereto that "reasonable time" shall be normal working hours for construction trades in Suffolk County. No compensation or other charge or sum shall be payable or made by any party for access provided for in this Paragraph 207.

208. Bonds. Developer shall provide and require any successors, assigns, transferees or contractors to provide payment and performance bonds or such other security as is acceptable to County in such amounts as will ensure the completion of the Project as determined by the County. The forms of such bonds or other security shall also be acceptable to County.
209. Compliance With Laws. Developer, and any successors, assigns, transferees, contractors and subcontractors, shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances and codes including, but not limited to, zoning, building and fire codes.
210. Living Wage Law. This Agreement is subject to the Living Wage Law of the County of Suffolk (Suffolk County Local Law Chapter 347) The law requires that, unless specific exemptions apply, all employers (as defined therein) under service contracts and recipients of County financial assistance, (as defined therein) provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this law.

ARTICLE III

PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

301. Prohibition Against Transfer of Property and Assignment of Agreement. Developer represents and agrees, for itself and its successors and assigns that, except for Permitted Encumbrances, as described in the Development Plan, and transfer to Developer for the purpose of performing its obligations with respect to the construction, ownership, management, marketing and operation of the Project pursuant to this Agreement, the Developer has not made or created, and will not prior to the Completion of Construction, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, mortgage or lease, except the lease of individual residential units in the normal course of business, or any trust or power, or transfer in any other mode or form

of, or with respect to this Agreement or the Development Area or any part thereof or any interest in the real property therein, or any contract or agreement to do any of the same.

302. Representations as to the Development.

- A. Developer represents and agrees, for itself and its successors and assigns, that its acquisition of the Development Area, and its other undertakings pursuant to this Agreement, are and will be used for the sole purpose of constructing, reconstructing or rehabilitating affordable housing on the Development Area and for no other purpose inconsistent therewith, except as otherwise contemplated by the Development Plan. Developer recognizes, in view of (1) the importance of the development of the Development Area to the general welfare of the community; and (2) the substantial financing and other public aids that have been made available by law and by governmental entities for the purpose of making such development possible, that the County is relying on Developer for the faithful performance of all undertakings and covenants hereby to be performed by Developer.
- B. This Agreement is a legal, valid and binding obligation of Developer, and, upon due execution and delivery by the parties thereto, all agreements, instruments and documents to be executed by Developer in connection with the transactions contemplated hereby will be legal, valid and binding obligations of Developer, each enforceable against Developer in accordance with their respective terms. Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, has all requisite power and authority to own, operate and lease its properties and to carry on its business as now conducted.
- C. The Developer has full power and authority to execute, deliver and perform its obligations under this Agreement and all agreements, instruments and documents contemplated hereby, and all action of Developer necessary for such execution delivery and performance has been duly taken.
- D. At or prior to the closing, the following parcels identified by Suffolk County Tax Map Numbers 0600-128.00-06.00-081.000; 0600-128.00-06.00-082.000; and 0600-128.00-06.00-086.003 shall be merged and title vested in the Developer.

ARTICLE IV

REACQUISITION

401. Reversion of Title to the County.

- A. Without limiting, and in addition to any other rights and remedies available to the County pursuant to this Agreement, the Note and the Mortgage, in the event that subsequent to conveyance of the Development Area, or any part thereof to Developer, and prior to Completion of Construction in accordance with Paragraph 203 hereof, Developer or its successor in interest, as the case may be, shall fail to effect the Completion of Construction within the time specified in Paragraph 201(A), unless the Director has granted an extension in writing for good cause shown, said extension to be no longer than two (2) years unless approved by a duly enacted resolution of the Suffolk County Legislature, and in accordance with the Development Plan, and if such failure is not remedied within sixty (60) days after the Director has provided written notice of such failure, then the County shall have the right subject to the laws of the State of New York to re-enter and take possession of the Development Area and to terminate and re-vest in the County the estate conveyed to Developer, subject to the Permitted Encumbrances as described in the Development Plan. Notwithstanding anything to the contrary herein, if the condition giving rise to the County's right to re-enter is such that correction or cure is impossible or impracticable to complete within the period specified above, then Developer shall be obligated to commence to cure or correct the condition within such period and thereafter diligently to prosecute the cure or correction of such condition to completion. It is the intent of this Agreement that the conveyance of the Development Area to Developer shall be made upon the condition that, if any default, failure, violation, or other action or inaction by Developer, specified in the above subdivisions of this Paragraph 401(A) is not remedied, ended or abrogated within the period, if provided, in the manner stated in such subdivisions, the Department, at its option may declare a termination of the title in favor of the County of the title, and, upon the exercise of such reverter, all the rights and interest of the Developer, and any assigns or successors in interest to and in the Development Area, shall revert to the County.
- B. Notwithstanding the foregoing any re-vesting of title in the County shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way the Permitted Encumbrances as described in the Development Plan or the lien of any mortgage to

which the County has subordinated its lien as listed in the Development Plan. Further, upon request by Developer, the County will deliver to Developer and the holder of a mortgage providing construction financing, at the time of the Closing, an instrument in recordable form whereby the County's priority of rights and interests of and to any mortgage of the County or running in favor of the County on the Development Area, or any part thereof, are subordinated to the lien of the mortgage for construction on the Development Area. Such subordination shall be upon such terms and conditions as are acceptable to the County.

- C. A copy of any notice to Developer by the County pursuant to Paragraph 401(A) shall be simultaneously sent to the holders of mortgages that have been designated as having the right to receive such notice and the right to cure defaults under the Deed or this Agreement, at the address of such holders as shall have been furnished to the County, and no such notice to the Developer shall be effective as against such holder unless such notice is also given to the designated holders as provided herein. No more than two (2) holders will have the right to receive notice and the right to cure defaults under this Agreement. All holders must jointly, in a letter to be delivered to the Department at the Closing designate the two holders for such purposes.
- D. If title to the Development Area is re-vested in the County and the Department determines to re-sell its interest in the Development Area, the proceeds from the sale of such interest, if any, shall be retained by County. Developer hereby agrees that any surplus money paid into a court as the result of any foreclosure of any lien on any portion of the Development Area prior to Completion of Construction for that portion are hereby assigned to County. Developer further agrees to execute any instrument needed for recording to effectuate such assignment.

ARTICLE V

GENERAL PROVISIONS

501. Non-Discrimination. Developer covenants and agrees, for and on behalf of itself, its affiliates, successors and assigns, lessees, agents, contractors and subcontractors and every successor in interest to the Development Area, or any part thereof, to be bound by the following covenants, which shall be binding for the benefit of the County and enforceable by the County to the fullest extent permitted by law and equity:

A. Non-Discrimination in Employment and Affirmative Action. In connection with the performance of this Agreement there shall be no discrimination against employees or applicants for employment because of race, creed, color, national origin, sex age, disability, sexual orientation, military status or marital status, and will undertake or continue existing programs of affirmative action to ensure that women and minority group members are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

B. Non-Discrimination in Services. Developer, its successors and assigns, and any lessees of the Development Area or any improvements erected, or to be erected thereon, or any part thereof, shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the sale, lease, or occupancy of the Development Area or any improvements erected or to be erected thereon, or any part thereof, nor utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, national origin, sex, age, disability, sexual orientation, alienage, citizenship or marital status or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, creed, national origin, sex, age, disability, sexual orientation, alienage, citizenship or marital status. Further, during the performance of this Agreement:

1. Developer shall not, on the grounds of race, creed, color, national origin, sex, age disability, sexual orientation, military status or marital status:
 - a. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - b. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or

- c. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - e. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.
- 2. The Developer shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status in determining:
 - a. the types of service(s) or other benefits to be provided; or
 - b. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - c. the class of individuals to be afforded an opportunity to receive service(s).
- C. The Developer, its successors and assigns, and any lessees of the Development Area or any improvements erected or to be erected thereon, or any part thereof, shall include the covenants of Paragraphs 501(A) and (B) in any agreement, lease, conveyance, or other instrument with respect to the sale, lease, or occupancy of the Development Area or any improvements erected or to be erected thereon, or any part thereof.
- D. Developer agrees that compliance with this Paragraph 501 constitutes a material term of this Agreement, and that it is binding upon the Developer, its affiliates, successors, transferees, and assignees for the period of this Agreement. The Developer also understands that the County may, at its discretion, seek a court order requiring compliance with the terms of this Paragraph 501 or seek other appropriate judicial relief.

502. Gratuities and Disclosure Statement.

- A. Gratuities. Developer represents and warrants, and shall require its successors and assigns to represent and warrant, that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).
- B. Disclosure Statement. Developer represents and warrants, and shall require its successors and assigns to represent and warrant, that, unless exempt, they have filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. Developer acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to other legal remedies, of fifteen percent (15%) of the amount of the Agreement

503. Conflicts of Interest.

- A. Developer agrees that it will not, during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- B. Developer may not simultaneously represent other clients in matters or proceedings adverse to the County or its agencies without the prior written approval of the County. The representation of any individual in a dispute concerning the legal relationship between the individual and the County or its agencies would also create a conflict that will require disqualification.
- C. Developer is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the term of this Agreement. The determination as to whether or when a conflict

exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

504. Confidentiality. Any records, reports or other documents of the County or any of its agencies used by Developer pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

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

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

Developer represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." Developer shall comply with the requirements of Local Law No. 26-2003

507. Certification as to Relationships. Pursuant to Suffolk County Code Chapter 143, Article II and Suffolk County Code § 143-6(B) specifically, the parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial economic or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five (5%) percent or more of any party to this Agreement.

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

509 Suffolk County Local Laws. Suffolk County Local Laws, Rules and Regulations can be found on the

Suffolk County website at [www.co.suffolk<http://www.co.suffolk.ny.us>](http://www.co.suffolk.ny.us). Click on "Laws of Suffolk County" under "Suffolk County Links".

510. Survival. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Development Area from the County to Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, all of which shall survive the delivery of the deed.
511. Binding Effect. This Agreement shall inure to the benefit of and be binding upon any successor or assign of any party hereto, but this provision shall not operate to permit any assignment or other voluntary transfer of any rights created hereunder except in such manner as may be expressly permitted by this Agreement.
512. Execution of Documents.
- A. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same Agreement.
 - B.
 - 1. Subsequent to the full execution of this Agreement, the Commissioner of the Department or the Director of Affordable Housing may execute on behalf of County such agreements, documents or instruments as are necessary or desirable to accomplish the purposes of the Project.
 - 2. Subsequent to the full execution of this Agreement, the Managing Member, on behalf of the Developer, may execute such agreements, documents or instruments as are necessary or desirable to accomplish the purposes of the Project.
513. County Employees. No official or employee of the County shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement or any agreement arising out of or through this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested. No person hired by the Developer shall be considered employees of the County for any purpose whatsoever.
514. Headings. Any headings or titles of the several parts, Articles, Paragraphs, Subparagraphs and Sections of this Agreement are for convenience only and shall be disregarded in construing or interpreting any of its provisions.

515. Notices. Any communication, notice, claim for payment, report or other submission, including but not limited to, submissions regarding insurance, indemnification and/or termination, necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County and Developer or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

A. Notices Relating to Payments, Reports, or Other Submissions:

For the COUNTY and the DEPARTMENT:
By Registered or Certified Mail in Postpaid Envelope or by
Nationally
Recognized Courier Service, return receipt requested

Suffolk County Department of
Economic Development and Workforce Housing
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788
Attention: Jill Rosen-Nikoloff, Director of Affordable Housing

and

Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788
Attention: Christine Malafi, County Attorney

FOR DEVELOPER:
By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service

Eastern Property Investor Consultants, LLC
215 Roanoke Ave.
Riverhead, New York 11901

or

Deborah Doty, Esq.
P.O. Box 1181 Cutchogue
New York 11935-0876

FOR CONSTRUCTION MORTGAGE HOLDERS:
By Registered or Certified Mail in Postpaid Envelope by
Nationally Recognized Courier Service:

Bridgehampton National Bank
2200 Montauk Highway
P.O. Box 3005
Bridgehampton, New York 11932

B. Notices Relating to Litigation.

1. Any notice by any party to another with respect to the commencement of any lawsuit or legal proceeding against the other, shall be effected pursuant to and governed by the New York State Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.
2. In the event Developer receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Developer shall immediately forward to the County Attorney, at the addresses set forth in sub-paragraph A above, copies of all papers filed by or against the Developer. Notices shall be as provided in paragraph A above.

The notice shall also be in accordance with Section 401(C) above.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or in the event of a change of address or contact, which such address or contact shall thereafter be the address or contact to which notices are sent.

516. No Implied Waiver. No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.
517. Entire Agreement. This Agreement contains the entire understanding between the parties and may not be amended or modified except by an instrument in writing duly executed by all of the parties hereto.
518. Severability. It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
519. Provisions Required by Law Deemed Inserted. Each and every provision of law and governmental regulation required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall read and shall be enforced as though so included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall be deemed to be amended to make such insertion or correction so as to comply strictly with the law and without prejudice to the rights of either party hereunder.
520. Unlawful Provisions Deemed Stricken. If this Agreement contains any unlawful provision not an essential part of this Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from this Agreement without affecting the binding force of the remainder.
521. Claims and Actions.
- A. No Claims and Action Officers, Agents or Employees. No claim whatsoever shall be made by Developer, its successors or assigns, against any officer, agent or employee of the County for, or on account of, anything done or omitted to be done in connection with this Agreement.
- B. Cooperation. If any action is brought against the County, and the action relates in any way to this Agreement or the Development Area and the County and the Developer are not adverse parties in

that action, then the Developer shall diligently render to the County without additional compensation, any and all assistance which the County may require.

- C. Reports of Actions. Developer shall report to the County in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to this Agreement or the Development Area.
- D. All Rights Reserved. Each and every defense, right and remedy that the County has under this Agreement is not exclusive and is in addition to and concurrent with all other defenses, rights and remedies which the County has under this Agreement and which the County otherwise has, will have, or may have under law, equity or otherwise.
- E. Insurance and Indemnification.
 - 1. Prior to commencement of any work hereunder, Developer agrees to procure, pay the entire premium for, and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. Developer agrees to require that all of its subcontractors, , in connection with work performed for the Developer related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types equal to that specified by the County. Unless otherwise specified by the County and agreed to by Developer in writing, such insurance shall be as follows:
 - a. Commercial General Liability Insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - b. Automobile Liability Insurance (if any vehicles are used in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.

- c. Workers' Compensation And Employer's Liability Insurance in compliance with all applicable New York State laws and regulations and Disability Benefits Insurance if required by law. Municipality and Developer, as applicable, shall furnish to the County, prior to its execution of this Agreement the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§ 57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless Developer, its successors, assigns, contractors or subcontractors, shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. All policies shall be issued by insurance companies with an A.M. Best rating of A- or better which are licensed to do business in the State of New York. Developer shall furnish to County, Declaration Pages for each such policy of insurance, and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and Developer shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy. All such Declaration Pages, certificates or other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and/or other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices" at paragraph 508, or at such other address of which the County shall have given Developer, notice in writing. If Developer, has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies. Developer shall also require its successors, assigns, contractors and subcontractors to provide

insurance coverages in like amounts and quality and naming the County of Suffolk as an additional insured.

3. In the event Developer, its successors, assigns, contractors, subcontractors, shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due under this Agreement or any other agreement between the County and the Developer.
 4. Furthermore, Developer agrees that it shall protect, defend, indemnify and hold harmless the County, its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Developer, or their affiliates, agents, lessees, officers, members, officials, employees, contractors or subcontractors, in connection with the services and transactions described or referred to in this Agreement. Developer shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Developer, its affiliates, agents, officers, members, officials, employees, lessees, contractors, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.
- F. Choice of Law and Consent to Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law provisions. Venue shall be designated as Suffolk County, New York or the United States District Court for the Eastern District of New York.
- G. Cooperation on Claims. Provided the Developer and the County are not taking adversarial positions against the other, each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.

522. Merger. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties. Any and all prior writings, or agreements including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.
523. No Commission. No brokerage or any other fee or compensation shall be due or payable by the County for this transaction.
524. Arrears. Developer warrants that it is not in arrears to County upon debt or contract and are not in default as surety, contractor or otherwise on any obligation to or contract with the County.
525. Withholding of Funds and Set-Off Rights. The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to Developer under this Agreement up to any amounts due and owing to the County with regard to this Agreement and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day of _____, 2010

COUNTY OF SUFFOLK

EASTERN PROPERTY INVESTOR
CONSULTANTS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: Deputy County Executive

Title: _____

APPROVED AS TO LEGALITY:

APPROVED:

CHRISTINE MALAFI,
SUFFOLK COUNTY ATTORNEY

DEPARTMENT OF ECONOMIC
DEVELOPMENT AND
WORKFORCE HOUSING

By: _____

By: _____

Name: Michael A. Amoroso, Esq.

Name: Jill Rosen-Nikoloff

Title: Bureau Chief
Real Estate/Condemnation

Title: Director of Affordable Housing

SCHEDULE B
to the
DEVELOPMENT AGREEMENT

SUFFOLK COUNTY
SUMMERWIND SQUARE
DEVELOPMENT PLAN

SUMMERWIND SQUARE DEVELOPMENT PLAN

ITEM	DESCRIPTION	EXHIBIT
MUNICIPALITY:	Town of Riverhead	
PROJECT ADDRESS:	Area contains 3 adjacent parcels in the hamlet of Riverhead, located on Peconic Avenue and known as 40 Peconic Avenue (See attached SCTM)	A
SITE DESCRIPTION:	<p>The entire site is comprised of the following 3 lots totaling 14,245 SF or approx. .31 Acres:</p> <p>0600-128.00-06.00-081.000 (28 Peconic Avenue) 0600-128.00-06.00-082.000 (30 Peconic Avenue) 0600-128.00-06.00-086.003 (40 Peconic Avenue).</p> <p>The 3 lots are adjacent and will be merged. Lot #81 is owned by 28 Peconic LLC. Lot # 86.003 is owned by NF Management, Inc. Lot #82 is owned by Eastern Property Investor Consultants, LLC. Lots 81, 82 and 86.003 will be merged and known as 40 Peconic Avenue, Riverhead, and transferred to Eastern Property Investor Consultants, LLC on the Closing Date. (See attached Legal Description)</p>	B
OWNER/DEVELOPER:	Eastern Property Investor Consultants, LLC	
SUFFOLK COUNTY TAX MAP NUMBERS:	1. District 600, Section 128, Block 6, Lot 81 2. District 600, Section 128, Block 6, Lot 82 3. District 600, Section 128, Block 6, Lot 86.003	
LAND PURCHASE:	<p>The County will purchase the parcels from the Developer for the purchase price of \$1,976,000. The parcels will then be transferred by the County, by Quitclaim Deed, back to the Developer at no consideration. The properties will be combined for the development of 52 affordable housing rental units. Suffolk County Land acquisition contribution = \$1,976,000</p> <p>The property is zoned DC-1 - Downtown Center. No further zone change required. Site plan approval and Suffolk County Health Department approval have been obtained.</p>	
INFRASTRUCTURE FUNDS:	Suffolk County will subsidize up to \$313,000 of the Infrastructure costs associated with this development. The funds will be utilized to offset the costs of roads, curbs, lighting, sidewalks, and sewer piping. The owner/developer will finance the Infrastructure funds and the funds shall only be paid upon completion of the project.	

PROJECT DESCRIPTION:	<p>New-construction of four story building consisting of 41,578 SF. The first floor will be commercial (8686 SF) with a 100 seat restaurant. The above 3 floors (each 10,964 SF) will contain 52 rental units as follows:</p> <p>29 efficiency units (370 SF) 20 one bedroom units (650 SF) 3 two bedroom units (840 SF)</p> <p>The project will be ADA compliant.</p> <p>The development will be operated by NF Management Inc.</p>	
SUFFOLK COUNTY LAND DEVELOPMENT SUBSIDY (LDS): SUFFOLK COUNTY INFRASTRUCTURE DEVELOPMENT SUBSIDY (IDS):	<p>\$1,976,000/ 52 units (\$38,000 per unit)</p> <p>\$313,000 / 52 units (\$6,019 per unit)</p> <p>TOTAL:\$2,289,000 / 52 units / \$44,019 per unit</p> <p>The LDS and the IDS shall be evidenced by a non-interest bearing deferred note and lien which may be subordinated to bank financing or other funding sources as reasonably acceptable to the County.</p>	
LDS & IDS REPAYMENT:	Forgiven after 31 years, otherwise repayable upon covenant violation.	
HOMEOWNER UNIT PURCHASE PRICES:	N/A	
HOMEOWNERSHIP OCCUPANCY REQUIREMENT:	N/A	
INCOME ELIGIBILITY:	<p>The units will be affordable to households earning up 120% HUD AMI with ½ of the units being affordable to households earning up to 80% HUD AMI as follows:</p> <p>18 efficiency units up to 80% AMI Rent: \$905</p> <p>8 one bedroom units up to 80% AMI Rent: \$1042</p> <p>11 efficiency units up to 100% AMI Rent: \$1137</p> <p>12 one bedroom units up to 100% AMI Rent: \$1310</p> <p>3 two bedroom units up to 120% AMI Rent: \$1559</p> <p>Rents are based on 2010 projections. Rents cannot exceed the fair market rents established by HUD</p> <p>The development shall remain affordable in perpetuity and Covenants & Restrictions shall be recorded evidencing same.</p> <p>See attached Operating Budget (with rents per unit type).</p>	C

RENTER SELECTION PROCESS/MARKETING PLAN:	<p>The Long Island Housing Partnership will be retained to market the development and to perform the applicant qualification process. A lottery will be conducted to determine occupants and a list of qualified applicants will be maintained by LIHP to fill vacancies. An annual income certification for each household in the development will be provided by the Developer to LIHP and the County.</p> <p>See attached Renter Selection Process and Marketing Plan.</p>	D
FUNDING SOURCES/FINANCIAL ASSISTANCE:	<p>Bridgehampton National Bank (construction financing)</p> <p>Suffolk County Infrastructure Funds: \$313,000</p> <p>Suffolk County Site & Acquisition Funds: \$ 1,976,000</p> <p>Riverhead IDA: 1) exemption from mortgage recording taxes 2) exemption from sales and compensating use taxes on certain property 3) partial abatement of real property taxes</p>	
PERMITTED ENCUMBRANCES:	<p>A subordinated lien in favor of Suffolk County in the amount of the LDS and IDS to be repaid upon such terms as may be reasonably acceptable to the County and as shall be contained in a Mortgage to be executed between the parties.</p> <p>A lien in favor of Bridgehampton National Bank</p>	
DEVELOPMENT TEAM MEMBERS:	<p>Developer: Eastern Property Investor Consultants LLC Property Manager: NF Management Inc. Builder: Eastern Property Investor Consultants, LLC Attorney: Deborah Doty, Esq. Architect: Martin Sendlewski, AIA NFP: Long Island Housing Partnership</p>	
CONDITIONS OF CLOSING:	<p>1. Satisfactory evidence of financing sources 2. Building permits and upon completion of construction, certificate of occupancy</p>	

	<ol style="list-style-type: none">3. Payment and Performance Bond naming Suffolk County as Insured part4. Suffolk County Department and municipal approvals, as applicable5. Execution of a Development Agreement and such other documents in connection therewith as the County may reasonably require6. Completion of SEQRA7. Such other conditions as the County may reasonably require.	
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EXHIBIT C OPERATING BUDGET

SUMMERWIND SQUARE
40 PECONIC AVE.
RIVERHEAD NY

HARD COSTS	County Funds	Developer costs
Site Acquisition	\$1,976,000.00	\$1,380,000.00
Site Prep/Infrastructure	\$313,000.00	
Construction cost		\$4,700,000.00
Insurance/bond		\$30,000.00 PAID
Overhead		\$85,000.00
SUBTOTAL		\$6,195,000.00
SOFT COSTS		
Legal		\$30,000.00
Architectural/engineering		\$120,000.00
taxes		\$11,141.00
Interim financing		\$160,000.00
Sales/Marketing		\$260,000.00
SUBTOTAL		\$581,141.00
TOTAL DEVELOPMENT		\$6,776,141.00
COUNTY FUND TOTAL		\$2,289,000.00
DEVELOPERS FUNDS		\$554,000.00
DEVELOPERS COST		\$3,933,141.00

RENTAL PROJECT OPERATING PROFORMA INCOME

	MONTHLY RENT	ANNUAL REV.
18 EFFICIENCY APTS @ 80% MEDIAN INCOME	\$905.20	\$195,523.00
8 ONE BED ROOM @ 80% MEDIAN INCOME	\$1,042.20	\$100,051.20
11 EFFICIENCY @ 100% MEDIAN INCOME	\$1,137.00	\$150,084.00
12 ONE BED ROOM @ 100% MEDIAN INCOME	\$1,310.00	\$188,640.00
3 TWO BED ROOM @ 120% MEDIAN INCOME	\$1,555.00	\$55,980.00
RETAIL SPACE 8700 SQ FT	\$17,400.00	\$208,800.00
EXTERIOR RETAIL 1100 SQ FT	\$1,650.00	\$19,800.00
OPERATING EXPENSES		TOTAL \$ 918,878.00

Taxes	\$11,141
Insurance	\$30,000.00
Heat	\$36,000.00
Misc utilities	\$40,000.00
Maintainance/Repairs	\$60,000.00
Administrative costs	\$60,000.00

TOTAL OPERATING EXPENSES	\$237,141.00
DEBT SERVICE MORTGAGE	\$362,000.00
INCOME	\$918,878.00
NET INCOME	\$319,737.00

NOTE: 2 BEDROOMS BASED ON FMR \$ 1592.00

NOTE: US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
ALLOWANCE FOR TENANT FURNISHED UTILITIES AND OTHER SERVICES

	ELECTRIC STOVE	A/C	HOT WATER
EFFICIENCY	\$4.00	\$5.00	\$13.00
1 BEDROOM	\$6.00	\$5.00	\$18.00
2 BEDROOM	\$8.00	\$5.00	\$24.00
TOTAL ALLOWANCE	efficiency \$ 22.00	1 bd rm \$29.00	2 bd rm \$37.00

Intro Reso No. 1666 - 2010
Introduced by the Presiding Officer on request of the County Executive.

Laid on the Table 6/8/10

RESOLUTION NO. -2010, AUTHORIZING FUNDING, ACQUISITION, CONVEYANCE, DEVELOPMENT AND OVERSIGHT OF REAL PROPERTY UNDER SUFFOLK COUNTY AFFORDABLE HOUSING OPPORTUNITIES PROGRAM (CORTLAND SQUARE – BAY SHORE)

WHEREAS, Local Law 13-2000 as amended in its entirety by Local Law 17-2004, known as Suffolk County Administrative Code ("SCAC") Article XXXVI, as amended, found and determined that there was a need for the County to aid municipalities in providing affordable housing and established the Suffolk County Affordable Housing Opportunities Program; and

WHEREAS, SCAC § A36-2(C) provides a statutory framework for land to be acquired and infrastructure improvements to be made for Suffolk County's Workforce Housing Program through the use of capital bond proceeds; and

WHEREAS, the County Department of Economic Development and Workforce Housing and the Town of Islip have identified a certain site in the County of Suffolk, to be known as "Cortland Square," which would be appropriate for development as workforce housing and which is identified by the Suffolk County Tax Map Number as follows: 0500-393.00-02.00-118.002 (formerly SCTM#s: 0500-393.00-02.00-116.000 and 0500-393.00-02.00-118.001) (the "Subject Premises"); and

WHEREAS, pursuant to Section 36-2 C of Article XXXVI of the Suffolk County Administrative Code, it is proposed that the County acquire the Subject Premises at a purchase price of One Million Five Hundred Thousand (\$1,500,000) Dollars and transfer such parcel to Nassau-Suffolk Partnership Housing Development Fund Company, Inc. (the "Developer"); and

WHEREAS, the Environmental Trust Review Board reviewed the appraisals, reviewed the report of the Internal Appraisal Review Board, approved the purchase price and authorized the Director of the Division of Real Property Acquisition and Management to negotiate the acquisition on March 19, 2010; and

WHEREAS, the Town of Islip has expressed an interest in partnering with the County of Suffolk to provide workforce housing at this location; and

WHEREAS, Resolution No. 741-2009 authorized planning steps for acquisition of the Subject Premises for the Cortland Square affordable housing development; and

WHEREAS, pursuant to Resolution No. _____ dated _____, the Town of Islip Board, as lead agency, issued a SEQRA negative declaration which completed the environmental review; and further the negative declaration issued by the Town Board is binding on the County, as an involved agency, pursuant to Title 6 of the New York Codes, Rules and Regulations (NYCRR) § 617.6 (b) (3) and, therefore, SEQRA is complete; and

WHEREAS, Resolution No. 83-2008 appropriated the proceeds of \$4,500,000 in Suffolk County Serial Bonds for Workforce Housing acquisitions under the Suffolk County Workforce Housing Program subject to further Legislative approval of a resolution authorizing the planning, funding and/or acquisition of specific projects; now, therefore, be it

1st RESOLVED, that the Suffolk County Legislature, on behalf of the County, hereby finds and determines that Cortland Square meets the requirements of the Suffolk County Affordable Housing Opportunities Program for its Workforce Housing Program, and the need to fill the critical shortage of affordable housing in the County and, accordingly, authorizes the development of Cortland Square; and be it further

2nd RESOLVED, that the Development Agreement and the Development Plan are hereby approved in substantially the same form as attached hereto; and be it further

3rd RESOLVED, that the Subject Premises are hereby authorized to be acquired, conveyed, developed, supervised and managed subject to the Development Agreement and Development Plan, subject to a final survey, for a total purchase price of One Million Five Hundred Thousand (\$1,500,000) Dollars; and be it further

4th RESOLVED, that pursuant to Suffolk County Charter §§ C35-2(V) and (Y), and SCAC § A36-2(C), the Department of Economic Development and Workforce Housing and its Commissioner, and the Division of Affordable Housing and its Director of Affordable Housing are hereby authorized, to acquire and convey the Subject Premises, as necessary, and the same are hereby further authorized, empowered and directed to make such changes, take such other actions, enter into such other agreements, and execute such other documents as are required to effectuate this overall affordable housing project and transaction, and to pay such additional expenses which shall include, but not be limited to, the cost of surveys, appraisals, environmental audits, title reports and insurance as may be necessary and appropriate to accomplish the aforestated authorizations and duties; and be it further

5th RESOLVED, that, subject to the terms of the Development Agreement, the County Comptroller and County Treasurer are hereby authorized to reserve and pay One Million Five Hundred Thousand (\$1,500,000) Dollars for the purchase price of the Subject Premises from previously appropriated funds in Capital Project No. 525 – CAP – 8704.212; and be it further

6th RESOLVED, that the Director of the Division of Real Property Acquisition and Management or her designee, pursuant to Suffolk County Charter § C42-2C(3)(d), is hereby authorized and empowered, and her actions are hereby ratified and adopted, to negotiate the purchase price for the initial acquisition of the Subject Premises, in accordance with the terms of the Development Agreement, and further to provide whatever additional support is requested by the Department of Economic Development and Workforce Housing and its Division of Affordable Housing, and by the County Attorney pursuant to Suffolk County Charter §C16-2 and the Department of Public Works pursuant to Suffolk County Charter §C8-2(W) ; and be it further

7th RESOLVED, that the County Executive, the County Attorney, the Commissioner of the Department of Economic Development and Workforce Housing and the Director of Affordable Housing are hereby authorized, respectively, to take such further actions as may be necessary or desirable to effectuate the purposes and intent of the foregoing resolutions and to execute any and all documents necessary and/or desirable to effectuate the purpose and intent of the workforce housing development referred to in this Resolution; and be it further

9th RESOLVED, pursuant to Resolution No. _____ dated _____, the Town of Islip Board, as lead agency, issued a SEQRA negative declaration which completed the environmental review; and further the negative declaration issued by the Town Board is binding on the County, as an involved agency, pursuant to Title 6 of New York Codes, Rules and Regulations (NYCRR) § 617.6 (b)(3) and, therefore, SEQRA is complete.

Dated: _____, 2010

APPROVED BY:

County Executive of Suffolk County

Date of Approval: _____ 2010

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

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation Authorizing funding, acquisition, conveyance, development and oversight of real property under the Suffolk County Affordable Housing Opportunities Program (Cortland Square-Islip)		
3. Purpose of Proposed Legislation See No. 2 above		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
X County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District <input type="checkbox"/>	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact Resolution authorizes \$1,500,000 in land acquisition costs in connection with the Cortland Square Affordable Housing Development.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
8. Proposed Source of Funding Suffolk County Affordable Housing Opportunities Program – CP 525-CAP-8704.212 (acquisition)		
9. Timing of Impact		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Jill Rosen-Nikoloff Director of Affordable Housing		June 2 , 2010

SCIN FORM 175b (10/95)

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

YVES R. MICHEL, COMMISSIONER
DEPARTMENT OF ECONOMIC
DEVELOPMENT & WORKFORCE
HOUSING

JILL ROSEN-NIKOLOFF
DIRECTOR OF AFFORDABLE
HOUSING

June 2, 2010

Ken Crannell, Deputy County Executive
Office of the County Executive
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788

Re: Reso-Eco. Dev.- Cortland Square Workforce Housing
Back-up-Eco. Dev.-Cortland Square Workforce Housing-Dev. Agmt., SCINS 175a & b

Dear Mr. Crannell:

The Department of Economic Development and Workforce Housing requests the submittal of the attached resolution authorizing funding, acquisition, conveyance, development and oversight of the Cortland Square Workforce Housing Development in Islip. It is requested that this resolution be submitted for inclusion on the agenda for the June 22, 2010 meeting of the full Legislature.

Also attached is the required back-up documentation: (i) Development Agreement with Development Plan, (ii) SCIN Form 175a, and (iii) SCIN Form 175b.

Electronic copies are being transmitted concurrently herewith.

Thank you.

Sincerely,

Jill Rosen-Nikoloff
Director of Affordable Housing

Enc.

Cc: Christopher Kent, Chief Deputy County Executive
Yves R. Michel, Commissioner, Dept. of Economic Development & Workforce Housing
Pam Greene, Director of Division of Real Property and Management
Brendan Chamberlain, County Executive Assistant
Mike Amoroso, Bureau Chief, Real Estate Condemnation
CE RESO REVIEW, via email

JRN/mkc

CORTLAND SQUARE
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") made the ____ day of _____, 2010 between THE COUNTY OF SUFFOLK (the "County"), a municipal corporation of the State of New York, having its principal office at County Center, Riverhead, New York 11901 acting by and through its DEPARTMENT OF ECONOMIC DEVELOPMENT and WORKFORCE HOUSING (the "Department"), having its offices at 100 Veterans Memorial Highway, Hauppauge, New York 11788 and NASSAU-SUFFOLK HOUSING PARTNERSHIP DEVELOPMENT FUND COMPANY, INC. (the "Developer"), a New York not-for profit housing development fund corporation having its offices at c/o Long Island Housing Partnership, 180 Oser Avenue, Hauppauge, New York 11788

WHEREAS, in furtherance of the objectives of Article XXXVI of the Suffolk County Administrative Code, as amended (the "Program"), the County has undertaken a program for the acquisition, construction, reconstruction and rehabilitation of properties for affordable housing purposes; and

WHEREAS, there exists a need in Suffolk County to provide affordable housing thereby promoting the County's economic growth and prosperity; and

WHEREAS, the County has authorized the acquisition of certain real property within the County of Suffolk known as "Cortland Square" identified by Suffolk County Tax Map Number: 0500-393.00-02.00-118.002, all as more particularly described in Schedule A annexed hereto and made a part hereof (the "Development Area") pursuant to the terms of this Agreement; and

WHEREAS, there has been formulated and presented to the Suffolk County Legislature for consideration and approval an Affordable Housing Development Plan known as the Development Plan for Cortland Square (the "Development Plan"), annexed hereto and made a part hereof as Schedule B, which Development Plan was approved by the Suffolk County Legislature pursuant to Resolution No. _____ 2010, which provides for the construction, reconstruction and/or rehabilitation of said Development Area and, *inter alia*, the construction of ancillary facilities at the Development Area (the "Project"); and

WHEREAS, Resolution No. _____ 2010 authorizes the County to enter into this Agreement to fund the cost of certain infrastructure improvements and to acquire the Development Area and subsequently convey the Development Area for affordable housing purposes in accordance with the Program; and

NOW, THEREFORE, each of the parties hereto, for and in consideration of the promises and agreements of the other party hereto, does covenant and agree as follows:

ARTICLE 1

PROPERTY CONVEYANCE AND INFRASTRUCTURE IMPROVEMENTS

101. Purchase, Sale Agreement and Mortgage. Subject to the terms and conditions of this Development Agreement, the Development Plan, the Note and the Mortgage (as defined below), the County agrees to purchase the Development Area from Developer and shall convey the Development Area to the Developer, for the purchase price of One Million Five Hundred Thousand (\$1,500,000) Dollars (the "Land Subsidy"), subject to the terms and conditions of the Program, this Agreement, the Development Plan and the Note and Mortgage to be held by the County (the "Note" and "Mortgage"). Such conveyance is expressly conditioned and subject to the acquisition of all real property within the Development Area by County. In the event County is unable to acquire such real property with reasonable diligence, no party shall have any further obligations under this Agreement.
102. Closing.
- A. County shall give Developer at least ten (10) business days prior notice of the date, time and place for the closing (the "Closing") which shall be deemed to be and include the simultaneous closing of all contracts as referred to in paragraph 102 (D) below. The Closing shall be during normal business hours.
 - B. The County shall purchase the Development Area from the Developer pursuant to a Contract of Sale (the "Contract of Sale") in form and substance satisfactory to the County. The deed for the Development Area (the "Deed") to be delivered by the County to Developer hereunder shall be a Quitclaim Deed. To the extent that the terms, conditions, provisions, covenants and/or agreements contained in this Agreement conflict or are inconsistent with the terms, conditions, provisions, covenants, agreements and/or restrictions of said Deed, the Deed shall govern.
 - C. The Note and Mortgage shall be delivered by the Developer to the County in accordance with the terms and conditions as set forth in the Development Plan.

D. The Closing for the conveyance of the Development Area from Developer to County shall occur simultaneously with the closing for the conveyance of the Development Area from the County to the Developer.

103. Certain Conditions of Conveyance.

A. General Conditions. The Development Area shall be conveyed subject to all of the following conditions:

1. Any state of facts an accurate survey may show provided the same does not render the title unmarketable.
2. All the terms covenants and conditions of this Agreement.
3. The provisions of Article XXXVI of the Suffolk County Administrative Code as amended.
4. Covenants, easements and restrictions, encroachments, utility easements and rights of way of record.
5. Any and all municipal liens or encumbrances of record existing on the date of Closing or thereafter listed or recorded resulting from an inspection made of the Development Area prior to the date of conveyance.
6. The provisions of all laws, codes, statutes, ordinances, acts, rules and regulations of local, state or federal government, and any agency or subdivision thereof.
7. The Development Plan and any building restrictions and zoning regulations in effect at the time of Closing and any facts disclosed in the Suffolk County tax maps.
8. Simultaneous Closing of all contracts of conveyance for the Development Area. In the event that one party is unable to close on the agreed upon closing date, the closing may be adjourned for up to five (5) business days upon consent of the other parties, providing that the party requesting the adjournment agrees to pay any costs associated with the adjournment.

B. Additional Conditions. The Development Area shall also be conveyed to the Developer in accordance with the following:

1. **No Obligation.** Except as specifically set forth herein, County shall have no obligation to bring any action or to incur any expense to make the title to the Development Area comply with the provisions of this Agreement.
 2. **New York State Real Estate Transfer Tax.** Developer shall pay the Real Estate Transfer Tax, if any, imposed pursuant to Chapter 347 of the Laws of New York of 1968, as amended, on the conveyance of the Development Area. Developer shall not be entitled to any exemption or deduction which might otherwise be available solely because the County is the grantor of the Development Area.
 3. **Recording.** Developer shall cause this Agreement, the Deed, the Development Plan and Mortgage described in the Development Plan to be recorded immediately following the Closing and shall pay all required recording fees and taxes, if any.
 4. **Condition of Development Area.** Developer shall accept the Development Area in "as is" condition. County does not warrant or represent the suitability of the Development Area for the Project and has made no other representations regarding the condition of the Development Area. Developer represents that it has inspected the Development Area and is fully familiar with its condition.
 5. **No Prior Defaults.** Failure by the Developer to pay municipal taxes and other charges under any debt, lease, contract or obligation to the County, or any of the County's agencies or departments, may disqualify the Developer from obtaining title to the Development Area.
 6. **Clean Up Costs.** Any charges, costs, assessments or levies imposed by any governmental entity against County for any cost incurred or projected to be incurred for the cleaning up of any debris on the Development Area shall be paid by Developer immediately upon receipt by Developer, from County or otherwise, of any bill, assessment or levy therefore. County shall have neither responsibility nor any obligation for the payment or reimbursement of any such charges, costs, assessments or levies.
- C. **Financing.** As a condition precedent to the conveyance of the Development Area from the Developer to the County,

and simultaneously with the Closing, the Developer shall have delivered to the Department, documents satisfactory to the Department indicating that there are sufficient public and/or private funds committed to complete the Project. In the event federal or state grant funds are obtained to finance the Project, the federal and state requirements shall be met. Notwithstanding the foregoing, if the County's requirements are more stringent, the County's requirements shall prevail.

104. Additional Conditions. As additional conditions precedent to the County's obligations hereunder and under the Contract of Sale, the following conditions shall have been met:
- A. The Developer shall have executed and delivered a written description of each of the units to be built, the lot number associated with such unit, the unsubsidized purchase price for such unit and the subsidized purchase price for such unit together with the subsidy analysis for each such unit.
 - B. The Developer shall have executed and delivered a Technical Assistance Agreement with the Long Island Housing Partnership and the Town of Islip Community Development Agency to administer the marketing, income eligibility, occupant selection and lottery process for Cortland Square.
 - C. The Developer shall have provided the County with an accurate description of the contractors and subcontractors to be utilized in the development of the Development Area and a break-down of submitted bids.
 - D. The Developer shall provide the County with an accurate copy of the deed to be executed by each homeowner of Cortland Square which Deed shall contain covenants and restrictions on the sale of the unit, reasonably acceptable to the County, as to owner occupancy, duration of affordability, resale price and return of equity.
 - E. The performance bond and security requirements of paragraph 208 shall have been met and the County provided with written evidence of same.

ARTICLE 2
Owner Occupancy and Use

DEVELOPER'S RESPONSIBILITIES

201. **Covenants.** Developer hereby covenants and agrees for itself and every successor in interest to the Development Area or any part thereof, as follows:
- A. **Construction of the Project.** Construction of the Project shall commence no later than two (2) months from the date of Closing and shall proceed diligently to completion of the Project within twenty-four (24) months from the date of the Closing unless the Director of Affordable Housing has granted an extension in writing, for good cause shown. Said extension shall be no longer than two (2) years unless approved by a duly enacted resolution of the Suffolk county Legislature. Prior to the commencement of construction, payment and performance bonds shall be provided to the County by the Developer as set forth in section 208 of this agreement. The Developer agrees to ensure the construction of Cortland Square in accordance with this Agreement, the Development Plan and all other documents executed and/or delivered in connection therewith

 - B. **Plans and Specifications.** Developer agrees to undertake and carry out the construction of the Project in accordance with the Development Plan and the applicable building and fire codes and zoning restrictions which are in effect. Developer may make amendments, modifications or corrections to the Development Plan, provided that the same comply with the requirements of the applicable building codes and zoning restrictions which are in effect, and provided, further that any modifications, amendments or corrections to the Development Plan which affect (i) the site plan or (ii) the total number and distribution as to type of dwelling units shall require the prior written approval of the Department. In addition to the foregoing, any material changes to the Development Plan shall also require prior written approval of the Suffolk County Legislature. "Material Change" shall be as determined by the Director of Affordable Housing of the Department of Economic

Development and Workforce Housing (the "Director"). Any requests to modify the site plan or total number and distribution as to type of dwelling units shall be made in accordance with the notice requirements of Section 515 of the Development Agreement.

As of the date hereof, all requisite site plan and subdivision approvals for the Project have been obtained and the applicable zoning regulations are consistent with the land use and development contemplated in the Development Plan. If the Development Plan is modified or amended, all changes must be approved by the Department. The Department shall make reasonable efforts to assist Developer in any proceeding, other than judicial proceedings initiated by Developer to obtain other necessary County approvals.

- C. Impairment of County Lien; Repayment of Land Development Subsidy. Developer covenants and agrees and will require any successors, assigns and transferees to covenant and agree, that it shall not undertake any action or activity which shall impair or have the effect of impairing the lien of the County in the amount of the Land Subsidy comprising the Development Area to be acquired by the County as required by the Program except as authorized under this Agreement.

The Land Subsidy imposed upon the Project in accordance with the Program shall be repaid when occupancy requirements are not met and, in any case, as specified in the Development Plan or any Note or Mortgage evidencing such subsidy, unless otherwise specified in the Development Plan and in accordance with the Program.

- D. Program requirements for the Developer. The Developer is a not-for-profit development entity. Any amount of profit realized by the Developer must conform to New York State Affordable Housing Corporation (or its successors') guidelines.

- E. Environmental Compliance.

The Developer agrees to demolish and remove, at its sole cost and expense, any and all buildings, structures, cesspools, septic tanks and fuel tanks located on the Development Area. In the event that any remediation work to the Development Area is necessary, Developer shall complete same at its sole cost and expense.

The demolition and removal of any and all buildings, structures, cesspools, septic tanks and fuel tanks at the Development Area

and remediation work, if any, including, but not limited to, the proper disposal of any debris, solid wastes, pollutants, hazardous materials and/or soil will be performed by the Developer in accordance with all applicable Federal, State and County laws. The Developer covenants and agrees that it will defend, indemnify, and hold harmless the County, and any of its respective officers, agents, employees, and their successors and assigns, against any and all damages, claims, losses, liabilities and expenses, including, without limitation, responsibility for legal, consulting, engineering and other costs and expenses which may arise out of any action, suit, claim, or proceeding seeking money damages, injunctive relief, remedial action, or other remedy by reason of (1) a violation or non-compliance with any environmental law; or (2) the disposal, discharge or release of solid wastes, pollutants, hazardous materials and/or soil; or (3) its acts or omissions or negligence in the performance of the aforementioned demolition, removal and remediation work, if any. The provisions of this paragraph shall survive the delivery of any instrument of conveyance pursuant to this agreement.

202. Project Signs. The Developer shall, at its own cost and expense, promptly erect and maintain a Project sign identifying the interest of the parties in lettering of such size and form as shall be approved by the Department. The provisions of this Paragraph 202 shall survive the Closing until Completion of Construction as described immediately below in Paragraph 203.
203. Completion of Construction. Construction of the Project shall be deemed complete when (i) a permanent Certificate of Occupancy has been issued by the municipality for all of the residential units constructed on the Development Area, and (ii) the municipality certifies in writing to the Department that the Project meets all applicable building and fire codes and zoning restrictions and that all the Project construction obligations of Developer have been met ("Completion of Construction"). The municipality may certify as to completion of portions of the Project so long as (i) and (ii) above have been met for such portion.
204. Drawings. Upon Completion of Construction, Developer shall, submit to the Department three (3) sets of "as built" surveys of the Project showing all the construction certified as complete by municipality. The "as built" surveys shall indicate, on its face, the locations of all buildings, rights-of-way, utility and other easements and work as actually built and installed. Such locations shall be shown by offset distances from permanent surface improvements such as buildings, retaining walls or curbs and such sizes shall be shown by dimensions in feet and inches.

205. **Reports.** Developer shall submit a narrative report in writing to the Director within six (6) months after the Closing, and every three (3) months thereafter, up to the time of Completion of Construction pursuant to Paragraph 203 above, as to the progress of the construction on the Development Area. Each report shall also include, but not be limited to, (i) a progress report from the supervising architect or engineer; (ii) the dates of completion and occupancy of any housing unit; (iii) the name of the purchaser, the liber, page and date on which the instrument of the conveyance was recorded in the Office of the Suffolk County Clerk; (iv) the total household income, from all sources, of the purchaser(s), and his/her/their family; and (v) the total purchase price of each housing unit. In addition, Developer shall provide a report to the Director no later than December 31st of each year of this Agreement outlining the exact and precise use to which any such parcels have been put and the net proceeds generated by the initial and subsequent, if any, purchase of such affordable housing units. Said year-end report shall also state whether or not the parcels have been utilized for affordable housing purposes and whether or not the restrictive covenants contained in any deeds of conveyance ensuring such utilization have been adhered to.
206. **Limitation on Use of Development Area.** Developer, prior to Completion of Construction of the Project, shall not rent, license or permit temporary use of the Development Area for purposes unrelated to the construction of the Project; provided, however, that Developer may enter into contracts of sale, as the case may be, for the home ownership units in the Project, as set forth in the Development Plan, prior to completion of the Project. The Project may temporarily contain a rental or sales office and an appropriate number of model units as may be applicable.
207. **Access.** Prior to the Closing, the Developer shall permit representatives, employees and agents of the County to have access at all reasonable times to any part of the Development Area for the purpose of obtaining data and making various tests concerning the Development Area necessary to carry out the provisions of this Agreement. After Closing, Developer shall permit the representatives of the County access to the Development Area upon prior reasonable notice and at all reasonable times, for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with the construction of the Project. It is agreed by the parties hereto that "reasonable time" shall be normal working hours for construction trades in Suffolk County. No compensation or other charge or sum shall be payable or made by any party for access provided for in this Paragraph 207.
208. **Bonds.** Developer shall provide and require any successors, assigns, transferee's, contractors and subcontractors to provide payment and

performance bonds or such other security as is acceptable to County in such amounts as will ensure the completion of the Project as determined by the County. The forms of such bonds or other security shall also be acceptable to County.

209. Compliance With Laws. Developer, and any successors, assigns, transferees, contractors and subcontractors, shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances and codes including, but not limited to, zoning, building and fire codes.
210. Living Wage Law. This Agreement is subject to the Living Wage Law of the County of Suffolk (Suffolk County Local Law Chapter 347) The law requires that, unless specific exemptions apply, all employers (as defined therein) under service contracts and recipients of County financial assistance, (as defined therein) provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate this Agreement and to seek other remedies as set forth therein, for violations of this law.

ARTICLE III

PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

301. Prohibition Against Transfer of Property and Assignment of Agreement. Developer represents and agrees, for itself and its successors and assigns that, except for Permitted Encumbrances, as described in the Development Plan, and transfer to Developer for the purpose of performing its obligations with respect to the construction, ownership, management, marketing and operation of the Project pursuant to this Agreement, the Developer has not made or created, and will not prior to the Completion of Construction, make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, mortgage or lease, except the sale of individual residential units in the normal course of business, or any trust or power, or transfer in any other mode or form of, or with respect to this Agreement or the Development Area or any part thereof or any interest in the real property therein, or any contract or agreement to do any of the same.
302. Representations as to the Development.
- A. Developer represents and agrees, for itself and its successors and assigns, that its acquisition of the Development Area, and its other undertakings pursuant to this Agreement, are and will be used for the sole purpose of constructing, reconstructing or rehabilitating affordable

housing on the Development Area and for no other purpose inconsistent therewith. Developer recognizes, in view of (1) the importance of the development of the Development Area to the general welfare of the community; and (2) the substantial financing and other public aids that have been made available by law and by governmental entities for the purpose of making such development possible, that the County is relying on Developer for the faithful performance of all undertakings and covenants hereby to be performed by Developer.

- B. This Agreement is a legal, valid and binding obligation of Developer, and, upon due execution and delivery by the parties thereto, all agreements, instruments and documents to be executed by Developer in connection with the transactions contemplated hereby will be legal, valid and binding obligations of Developer, each enforceable against Developer in accordance with their respective terms. Developer is a not-for-profit housing development fund company duly organized, validly existing and in good standing under the laws of the State of New York, including Article XI of the Private Housing Finance Law, has all requisite power and authority to own, operate and lease its properties and to carry on its business as now conducted.
- C. The Developer has full power and authority to execute, deliver and perform its obligations under this Agreement and all agreements, instruments and documents contemplated hereby, and all action of Developer necessary for such execution delivery and performance has been duly taken.
- D. At or prior to the closing, the following parcels identified by Suffolk County Tax Map Numbers 0500-393.00-02.00-116.000 and 118.1 shall have been merged and fee simple title vested in the Developer.

ARTICLE IV

REACQUISITION

401. Reversion of Title to the County.

- A. Without limiting, and in addition to any other rights and remedies available to the County pursuant to this Agreement, the Note and the Mortgage, in the event that subsequent to conveyance of the Development Area, or any part thereof to Developer, and prior to Completion of Construction in accordance with Paragraph 203 hereof, Developer or its successor in interest, as the case may be, shall fail to effect the Completion of Construction within the time

specified in Paragraph 201(A), unless the Director has granted an extension in writing for good cause shown, said extension to be no longer than two (2) years unless approved by a duly enacted resolution of the Suffolk County Legislature, and in accordance with the Development Plan, and if such failure is not remedied within sixty (60) days after the Director has provided written notice of such failure, then the County shall have the right subject to the laws of the State of New York to re-enter and take possession of the Development Area and to terminate and re-vest in the County the estate conveyed to Developer, subject to the Permitted Encumbrances as described in the Development Plan. Notwithstanding anything to the contrary herein, if the condition giving rise to the County's right to re-enter is such that correction or cure is impossible or impracticable to complete within the period specified above, then Developer shall be obligated to commence to cure or correct the condition within such period and thereafter diligently to prosecute the cure or correction of such condition to completion. It is the intent of this Agreement that the conveyance of the Development Area to Developer shall be made upon the condition that, if any default, failure, violation, or other action or inaction by Developer, specified in the above subdivisions of this Paragraph 401(A) is not remedied, ended or abrogated within the period, if provided, in the manner stated in such subdivisions, the Department, at its option may declare a termination of the title in favor of the County of the title, and, upon the exercise of such reverter, all the rights and interest of the Developer, and any assigns or successors in interest to and in the Development Area, shall revert to the County.

- B. Notwithstanding the foregoing, any re-vesting of title in the County shall always be subject to and limited by, and shall not defeat, render invalid, or limit in any way the Permitted Encumbrances as described in the Development Plan or the lien of any mortgage to which the County has subordinated its lien as listed in the Development Plan. Further, upon request by, Developer, the County will deliver to Developer and the holder of a mortgage providing construction financing, at the time of the Closing, an instrument in recordable form whereby the County's priority of rights and interests of and to any mortgage of the County or running in favor of the County on the Development Area, or any part thereof, are subordinated to the lien of the mortgage for construction on the Development Area. Such subordination shall be upon such terms and conditions as are acceptable to the County.
- C. A copy of any notice to Developer by the County pursuant to Paragraph 401(A) shall be simultaneously sent to the holders of

mortgages that have been designated as having the right to receive such notice and the right to cure defaults under the Deed or this Agreement, at the address of such holders as shall have been furnished to the County, and no such notice to the Developer shall be effective as against such holder unless such notice is also given to the designated holders as provided herein. No more than two (2) holders will have the right to receive notice and the right to cure defaults under this Agreement. All holders must jointly, in a letter to be delivered to the Department at the Closing designate the two holders for such purposes.

- D. If title to the Development Area is re-vested in the County and the Department determines to re-sell its interest in the Development Area, the proceeds from the sale of such interest, if any, shall be retained by County. Developer hereby agrees that any surplus money paid into a court as the result of any foreclosure of any lien on any portion of the Development Area prior to Completion of Construction for that portion are hereby assigned to County. Developer further agrees to execute any instrument needed for recording to effectuate such assignment.

ARTICLE V

GENERAL PROVISIONS

501. Non-Discrimination. Developer covenants and agrees, for and on behalf of itself, its affiliates, successors and assigns, lessees, agents, contractors and subcontractors and every successor in interest to the Development Area, or any part thereof, to be bound by the following covenants, which shall be binding for the benefit of the County and enforceable by the County to the fullest extent permitted by law and equity:

- A. Non-Discrimination in Employment and Affirmative Action. In connection with the performance of this Agreement there shall be no discrimination against employees or applicants for employment because of race, creed, color, national origin, sex age, disability, sexual orientation, military status or marital status, and will undertake

or continue existing programs of affirmative action to ensure that women and minority group members are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

- B. Non-Discrimination in Services. Developer, its successors and assigns, and any lessees of the Development Area or any improvements erected, or to be erected thereon, or any part thereof, shall not effect or execute any agreement, lease, conveyance, or other instrument whereby the sale, lease, or occupancy of the Development Area or any improvements erected or to be erected thereon, or any part thereof, nor utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, national origin, sex, age, disability, sexual orientation, alienage, citizenship or marital status or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, creed, national origin, sex, age, disability, sexual orientation, alienage, citizenship or marital status.

Further, during the performance of this Agreement:

1. Developer shall not, on the grounds of race, creed, color, national origin, sex, age disability, sexual orientation, military status or marital status:
 - a. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - b. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - c. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - e. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

2. The Developer shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status in determining:
 - a. the types of service(s) or other benefits to be provided; or
 - b. the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - c. the class of individuals to be afforded an opportunity to receive service(s).
- C. The Developer, its successors and assigns, and any lessees of the Development Area or any improvements erected or to be erected thereon, or any part thereof, shall include the covenants of Paragraphs 501(A) and (B) in any agreement, lease, conveyance, or other instrument with respect to the sale, lease, or occupancy of the Development Area or any improvements erected or to be erected thereon, or any part thereof.
- D. Developer agrees that compliance with this Paragraph 501 constitutes a material term of this Agreement, and that it is binding upon the Developer, its affiliates, successors, transferees, and assignees for the period of this Agreement. The Developer also understands that the County may, at its discretion, seek a court order requiring compliance with the terms of this Paragraph 501 or seek other appropriate judicial relief.

502. Gratuities and Disclosure Statement.

- A. Gratuities. Developer represents and warrants, and shall require its successors, assigns, contractors and subcontractors to represent and warrant, that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with

the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

- B. Disclosure Statement. Developer represents and warrants, and shall require its successors, assigns, contractors and subcontractors to represent and warrant, that, unless exempt, they have filed with the Comptroller of Suffolk County the verified public disclosure statement required by Suffolk County Administrative Code A5-7 and shall file an update of such statement with the said Comptroller on or before the 31st day of January in each year of this Agreement's duration. Developer acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to other legal remedies, of fifteen percent (15%) of the amount of the Agreement

503. Conflicts of Interest.

- A. Developer agrees that it will not, during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.
- B. Developer may not simultaneously represent other clients in matters or proceedings adverse to the County or its agencies without the prior written approval of the County. The representation of any individual in a dispute concerning the legal relationship between the individual and the County or its agencies would also create a conflict that will require disqualification.
- C. Developer is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as the term of this Agreement. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

504. Confidentiality. Any records, reports or other documents of the County or any of its agencies used by Developer pursuant to this Agreement or any documents created as a part of this Agreement shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules and regulations.

505. Prohibition Against Contracting with Corporations that Reincorporate Overseas. Developer represents that it is in compliance with Suffolk

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

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

Developer represents and warrants that it has read and is familiar with the requirements of Chapter 466, Article 1 of the Suffolk County Laws, "Use of County Resources to Interfere with Collective Bargaining Activities." Developer shall comply with the requirements of Local Law No. 26-2003

507. Certification as to Relationships. Pursuant to Suffolk County Code Chapter 143, Article II and Suffolk County Code § 143-6(B) specifically, the parties to this Agreement hereby certify that, other than the funds provided in this Agreement and other valid Agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial economic or financial relationship between the parties, the signatories to this Agreement, and any partners, members, directors, or shareholders of five (5%) percent or more of any party to this Agreement.

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

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

510. Survival. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Development Area from the County to Developer or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, all of which shall survive the delivery of the deed.

511. Binding Effect. This Agreement shall inure to the benefit of and be binding upon any successor or assign of any party hereto, but this provision shall

not operate to permit any assignment or other voluntary transfer of any rights created hereunder except in such manner as may be expressly permitted by this Agreement.

512. Execution of Documents.

A. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts shall together constitute but one and the same Agreement.

B. 1. Subsequent to the full execution of this Agreement, the Commissioner of the Department or the Director of Affordable Housing may execute on behalf of County such agreements, documents or instruments as are necessary or desirable to accomplish the purposes of the Project.

2. Subsequent to the full execution of this Agreement, the President, on behalf of the Developer, may execute such agreements, documents or instruments as are necessary or desirable to accomplish the purposes of the Project.

513. County Employees. No official or employee of the County shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to this Agreement or any agreement arising out of or through this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested. No person hired by the Developer shall be considered employees of the County for any purpose whatsoever.

514. Headings. Any headings or titles of the several parts, Articles, Paragraphs, Subparagraphs and Sections of this Agreement are for convenience only and shall be disregarded in construing or interpreting any of its provisions.

515. Notices. Any communication, notice, claim for payment, report or other submission, including but not limited to, submissions regarding insurance, indemnification and/or termination, necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the County and Developer or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

A. Notices Relating to Payments, Reports, or Other Submissions:

For the COUNTY and the DEPARTMENT:

**By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service, return receipt
requested**

Suffolk County Department of
Economic Development and Workforce Housing
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788
Attention: Jill Rosen-Nikoloff, Director of Affordable Housing

and

Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
P.O. Box 6100
Hauppauge, New York 11788
Attention: Christine Malafi, County Attorney

FOR DEVELOPER:

**By Registered or Certified Mail in Postpaid Envelope or by
Nationally Recognized Courier Service**

Nassau-Suffolk Partnership Housing Development Fund Company, Inc.
180 Oser Avenue
Hauppauge, New York 11788
Attention: Peter Elkowitz, President

and

Certilman Balin Adler & Hyman
1393 Veterans Memorial Highway
Hauppauge, New York 11788
Attn: David Sloane, Esq.

FOR CONSTRUCTION MORTGAGE HOLDERS:

**By Registered or Certified Mail in Postpaid Envelope by
Nationally Recognized Courier Service**

B. Notices Relating to Litigation.

1. Any notice by any party to another with respect to the commencement of any lawsuit or legal proceeding against the other, shall be effected pursuant to and governed by the New York State Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

In the event Developer receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, the Developer shall immediately forward to the County Attorney, at the addresses set forth in sub-paragraph A above, copies of all papers filed by or against the Developer. The notice shall also be in accordance with Section 401 above.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or in the event of a change of address or contact, which such address or contact shall thereafter be the address or contact to which notices are sent.

516. No Implied Waiver. No waiver shall be inferred from any failure or forbearance of the County to enforce any provision of this Agreement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.
517. Entire Agreement. This Agreement contains the entire understanding between the parties and may not be amended or modified except by an instrument in writing duly executed by all of the parties hereto.
518. Severability. It is expressly agreed that if any term or provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.
519. Provisions Required by Law Deemed Inserted. Each and every provision of law and governmental regulation required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall read and shall be enforced as though so included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall be deemed to be amended to make such insertion or correction so as to

comply strictly with the law and without prejudice to the rights of either party hereunder.

520. Unlawful Provisions Deemed Stricken. If this Agreement contains any unlawful provision not an essential part of this Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from this Agreement without affecting the binding force of the remainder.

521. Claims and Actions.

A. No Claims and Action Officers, Agents or Employees. No claim whatsoever shall be made by Developer, its successors or assigns, against any officer, agent or employee of the County for, or on account of, anything done or omitted to be done in connection with this Agreement.

B. Cooperation. If any action is brought against the County, and the action relates in any way to this Agreement or the Development Area and the County and the Developer are not adverse parties in that action, then the Developer shall diligently render to the County, without additional compensation, any and all assistance which the County may require.

C. Reports of Actions. Developer shall report to the County in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to this Agreement or the Development Area.

D. All Rights Reserved. Each and every defense, right and remedy that the County has under this Agreement is not exclusive and is in addition to and concurrent with all other defenses, rights and remedies which the County has under this Agreement and which the County otherwise has, will have, or may have under law, equity or otherwise.

E. Insurance and Indemnification.

1. Prior to commencement of any work hereunder, Developer agrees to procure, pay the entire premium for, and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County and as may be mandated and increased from time to time. Developer agrees to require that all of its subcontractors, in connection with work performed for the Developer related to this Agreement,

procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types equal to that specified by the County. Unless otherwise specified by the County and agreed to by Developer in writing, such insurance shall be as follows:

- a. Commercial General Liability Insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - b. Automobile Liability Insurance (if any vehicles are used in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - c. Workers' Compensation And Employer's Liability Insurance in compliance with all applicable New York State laws and regulations and Disability Benefits Insurance if required by law. Municipality and Developer, as applicable, shall furnish to the County, prior to its execution of this Agreement the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§ 57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and of no effect unless Developer, its successors, assigns, contractors or subcontractors, shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. All policies shall be issued by insurance companies with an A.M. Best rating of A- or better which are licensed to do business in the State of New York. Developer shall furnish to County, Declaration Pages for each such policy of insurance, and upon

request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and Developer shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy. All such Declaration Pages, certificates or other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such Declaration Pages, certificates, policies and/or other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Agreement in the paragraph entitled "Notices" at paragraph 508, or at such other address of which the County shall have given Developer, notice in writing. If Developer, has a self-insurance program under which it acts as a self-insurer for any of such required coverage, it may provide self-funded coverage and certificates or other evidence of such self-insurance in lieu of insurance issued by insurance companies. Developer shall also require its successors, assigns, contractors and subcontractors to provide insurance coverages in like amounts and quality and naming the County of Suffolk as an additional insured.

3. In the event Developer, its successors, assigns, contractors, subcontractors, shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Agreement, the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due under this Agreement or any other agreement between the County and the Developer.
4. Furthermore, Developer agrees that it shall protect, defend, indemnify and hold harmless the County, its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Developer, or their affiliates, agents, lessees, officers, members, officials, employees, contractors or subcontractors, in connection with the services and transactions described or referred to in this Agreement. Developer shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the

acts or omissions or negligence of the Developer, its affiliates, agents, officers, members, officials, employees, lessees, contractors or subcontractors, if any, in connection with the services described or referred to in this Agreement.

- F. Choice of Law and Consent to Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of law provisions. Venue shall be designated as Suffolk County, New York or the United States District Court for the Eastern District of New York.
- G. Cooperation on Claims. Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Agreement.
522. Merger. It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties. Any and all prior writings, or agreements including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.
523. No Commission. No brokerage or any other fee or compensation shall be due or payable by the County for this transaction.
524. Arrears. Developer warrants that it is not in arrears to County upon debt or contract and are not in default as surety, contractor or otherwise on any obligation to or contract with the County.
525. Withholding of Funds and Set-Off Rights. The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to Developer under this Agreement up to any amounts due and owing to the County with regard to this Agreement and/or any other contract with any County department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee

delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day of _____, 2010

COUNTY OF SUFFOLK

By: _____

Name: _____

Title: Deputy County Executive

NASSAU-SUFFOLK HOUSING PARTNERSHIP DEVELOPMENT FUND COMPANY, INC.

By: _____

Name: _____

Title: _____

APPROVED: DEPARTMENT OF ECONOMIC DEVELOPMENT AND WORKFORCE HOUSING

By: _____

Name: Jill Rosen-Nikoloff

Title: Director of Affordable Housing

**DEVELOPMENT PLAN
CORTLAND SQUARE, BAY SHORE**

Defined terms not otherwise defined herein shall have the meanings set forth in the Development Agreement.

- Municipality:** Town of Islip
Town of Islip Community Development Agency (CDA)
- Project Address:** Park Avenue/Mechanicsville Road/4th Avenue
Bay Shore, N.Y.
SCTM# 0500-393.00-02.00-118.200 (formerly SCTM#s
0500-393.00-02.00-116.000 and 0500-393.00-02.00-118.001)
- Site Description:** The entire site is comprised of 2.4 +/- acres and will contain 40 homeowner units plus common areas. The site is currently zoned Downtown Development District. No further zone change is required.
See attached legal description – Exhibit A.
- Developer/Owner:** Nassau-Suffolk Partnership Housing Development Fund
Company Inc. (NSPHDFC)
C/O Long Island Housing Partnership, Inc.
180 Oser Avenue
Hauppauge, N.Y. 11788
- Land Purchase & Subsidy:** CDA shall have, on or prior to the closing date, conveyed the site to NSPHDFC pursuant to that certain Development/Sponsorship Agreement dated October 29, 2009. The County shall then purchase the site from NSPHDFC, in an amount equal to One Million Five Hundred Thousand Dollars (\$1,500,000), and then reconvey the site for the development and administration of the 40 homeowner units in accordance with this Development Plan and the Development Agreement.
- Project Description:** New construction of 40 attached owner occupied townhouse units for first time home buyers. The site has been subdivided and each unit designated by Suffolk County Tax Map Lot #s as follows:

<u>Unit Number</u>	<u>Tax Map #</u>
1	500-393.03.01-001
2	500-393.03.01-002
3	500-393.03.01-003
4	500-393.03.01-004
5	500-393.03.01-005
6	500-393.03.01-006
7	500-393.03.01-007
8	500-393.03.01-008
9	500-393.03.01-009
10	500-393.03.01-010
11	500-393.03.01-011
12	500-393.03.01-012
13	500-393.03.01-013
14	500-393.03.01-014
15	500-393.03.01-015
16	500-393.03.01-016
17	500-393.03.01-017
18	500-393.03.01-018
19	500-393.03.01-019
20	500-393.03.01-020
21	500-393.03.01-021
22	500-393.03.01-022
23	500-393.03.01-023
24	500-393.03.01-024
25	500-393.03.01-025
26	500-393.03.01-026
27	500-393.03.01-027
28	500-393.03.01-028
29	500-393.03.01-029
30	500-393.03.01-030
31	500-393.03.01-031
32	500-393.03.01-032
33	500-393.03.01-033
34	500-393.03.01-034
35	500-393.03.01-035
36	500-393.03.01-036
37	500-393.03.01-037
38	500-393.03.01-038
39	500-393.03.01-039
40	500-393.03.01-040
<hr/> Total	500-393-02-118.02

There will be four buildings on the site. The units will be constructed in a Victorian style, each with 2 or 3 bedrooms, 1 ½ baths, a laundry room and parking as more particularly described in the Architecture One, P.C. Building Analysis attached as Exhibit B. Amenities include energy efficient range-top stoves, refrigerators and front-loading washing machines. The units shall also be constructed to conform with ADA requirements and the “visitability” requirements contained in Article XXXVI of the Suffolk County Administrative Code.

NSPHDFC shall be responsible for the formation of a Condominium Association (“CA”), and obtaining all requisite approvals for said CA from the NYS Attorney General’s Office, for the operation and maintenance of all common areas associated with said affordable housing units.

Income Eligibility:

Homeowners must not exceed the following income limits, based on family size, at the time of initial occupancy:

20 units up to 80% of Nassau/Suffolk HUD current median income

20 units up to 120% of Nassau/Suffolk HUD current median income.

If other public/quasi-public funding sources participate and require more restrictive income limits, they will prevail.

NSPHDFC will certify to the County at initial occupancy that it has met such requirements.

**Homeowner Unit
Purchase Prices/Land
Development Subsidy (LDS):**

The following figures are estimates based on current construction cost figures and are subject to change.

See attached Purchase Price and Subsidy Analysis set forth Exhibit C.

NSPHDFC will certify to the County at initial occupancy that it has met such requirements.

LDS Repayment:

Forgiven after 31 years; otherwise repayable upon a violation of the Covenants & Restriction (as defined below). Resale of a home must be to income eligible purchasers at a qualifying purchase price. Such resale will be overseen by the Long Island Housing Partnership. The amount of the LDS to be repaid is equal to the original amount of the LDS as set forth on Exhibit C. The LDS will be evidenced by a non-interest bearing deferred lien, which may be subordinated to bank financing or other funding sources, as approved by the County.

Development Budget:

The units shall be constructed pursuant to the proposed budget attached hereto as Exhibit D.

**Homeownership
Occupancy/Affordability
Requirements:**

The units shall remain affordable, in perpetuating, and as provided in the Covenant and Restrictions (as defined below). Workforce housing units must be owner occupied and the units shall remain the principal residence of the owner. Upon the conveyance of a unit to a qualified purchaser, NSPHDFC shall encumber the subject premises with a covenant running with the land to the effect that the subject premises shall be owner occupied and not be used as rental property and that NSPHDFC shall have, for a period of five (5) years, the continuing right of first refusal and the CDA shall have, for a period of five (5) years, the continuing right of second refusal to purchase the subject premises at a price determined by the original, subsidized purchase price, escalated in accordance with the Consumer Price Index. Covenants and Restrictions against each unit as to owner occupancy, duration of affordability, resale price and return of equity shall be recorded and shall be in the form reasonably acceptable to the County (Covenants & Restrictions).

Homeowner Selection Process:

See Exhibit F. Priority will be given to the first 20 ranked Town of Islip residents.

Funding Source/Lien Priority:

The obligations of the County are subject to finalization of the following funding sources:

1. The County of Suffolk providing property acquisition funds in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) Dollars to be applied toward the cost of purchasing the property
2. \$1,300,000 grant from the New York State Affordable Housing Corporation ("AHC"). These funds will be provided to each of the 40 purchasers of the Workforce Housing Units in the amount of \$25,000 or \$40,000 as the case may be, to subsidize their acquisition costs.
3. NYS – HELP Funds in the amount of Six Hundred and Fifty Thousand (\$650,000.00) Dollars being made available to assist the qualified purchasers in purchasing the affordable homes.
4. The Town of Islip CDA through US Department of Housing and Urban Development (HUD) Federal HOME awarding and committing a grant to the NSPHDFC in the amount Six Hundred Thirty-eight Thousand (\$638,000.00) Dollars for the development of said property.
5. NSPHDFC receiving a commitment from the Town of Islip Affordable Housing Trust Fund for funding in the amount of One Million (\$1,000,000.00) Dollars to be available at time of closing with purchasers.
6. NSPHDFC receiving a \$1,000,000 land grant subsidy from CDA's Affordable Housing Fund.
7. NSPHDFC obtaining a firm commitment for construction loan financing from an institutional lender that NSPHDFC's chooses in the sum of at no more than Eight Million Dollars (\$8,000,000.00).

See attached Exhibit E for Lien Priority

Permitted Conveyances:

Sales of individual Workforce Housing Units/Lots.

Permitted Encumbrances:

1. Reserved for Construction Lender
2. A subordinated mortgage lien(s) in favor of the County in the aggregate principal sum of \$1,500,000.

3. Upon completion of construction of each Workforce Housing Unit and its conveyance to the respective individual purchaser(s), the County will release its superior priority blanket mortgage lien covering all of the LDS Units/Lots, from the respective Unit/Lot, in favor of a first mortgage of the permanent residential mortgage lenders(s). In its place the County will take a second or third priority mortgage lien on the individual Unit/Lot in favor of the County in an amount equal to the LDS on a per unit basis as defined above. The AHC lien, as defined above, may be either superior or subordinate to the County's lien.

**Development Team
Members:**

Builder: Daytree Custom Home Builders
Supervising Architect: Architecture One, P.C. (Fred Throo)
Engineer: Jeffrey Hartman, P.C.
Attorney: David Sloane, Esq.
Certilman Balin

Conditions of Closing:

1. Satisfactory evidence of financing sources.
2. Building permits and, upon completion of Construction, Certificates of Occupancy.
3. Compliance with SEQRA.
4. Such other conditions as the County may reasonably require.

**EXHIBIT A
TO
DEVELOPMENT PLAN**

Title Number NLT-14712-S-05

All that certain plot, piece or parcel of land situate, lying and being in Bay Shore, Town of Islip, Suffolk County and State of New York known and designated as Lots 116 and 118.1 Block 2 Section 393 District 500 Suffolk County Tax Map and more particularly bounded and described as follows:

BEGINNING at a point on the East side of Park Avenue 737.80 feet South of the intersection formed by the East side of Park Avenue and the South side of Union Avenue;

RUNNING THENCE the following 4 courses and distances:

1. North 49 degrees 51 minutes 40 seconds East, 164.57 feet
2. South 44 degrees 02 minutes 47 seconds East, 50.54 feet
3. South 43 degrees 53 minutes 47 seconds East, 30.16 feet
4. North 45 degrees 45 minutes 15 seconds East, 209.28 feet to a point on the West side of 4th Avenue

THENCE South 44 degrees 18 minutes 55 seconds East 249.22 feet along the West side of 4th Avenue to a point on the North side of Mechanicsville Road;

THENCE the following 5 courses and distances along the North side of Mechanicsville Road:

1. South 45 degrees 40 minutes 20 seconds West, 99.55 feet
2. South 44 degrees 18 minutes 50 seconds East, 14.89 feet
3. South 45 degrees 35 minutes 00 seconds West, 110.15 feet
4. North 44 degrees 27 minutes 30 seconds West, 37.02 feet
5. South 49 degrees 41 minutes 20 seconds West, 186.06 feet to a point on the East side of Park Avenue.

THENCE North 40 degrees 08 minutes 20 seconds West 308.06 feet along the East side of Park Avenue to the point or place of beginning.

**EXHIBIT B
TO DEVELOPMENT PLAN**

A	1	1566
A	2	1574
A	3	1510
A	4	1439
A	5	1439
A	6	1510
A	7	1574
A	8	1566
B,C,D	9	1298
B,C,D	10	1281
B,C,D	11	1184
B,C,D	12	1281
B,C,D	13	1184
B,C,D	14	2064
B,C,D	15	2064
B,C,D	16	1184
B,C,D	17	1281
B,C,D	18	1184
B,C,D	19	1281
B,C,D	20	1298
B,C,D	21	1298
B,C,D	22	1281
B,C,D	23	1184
B,C,D	24	1281
B,C,D	25	1184
B,C,D	26	2064
B,C,D	27	2064
B,C,D	28	1184
B,C,D	29	1281
B,C,D	30	1184
B,C,D	31	1281
B,C,D	32	1298
B,C,D	33	1298
B,C,D	34	1281
B,C,D	35	1184
B,C,D	36	2064
B,C,D	37	2064
B,C,D	38	1184
B,C,D	39	1281
B,C,D	40	1298
TOTAL		57000

Architecture One, P.C.

Phone: 631.467.4601
 Fax: 631.467.0822

3900 Veterans Memorial Highway
 Suite 300
 Bohemia, New York 11716

Cortland Square Building Areas

Building A:

Footprint (covered porches, decks and cantilevers not included)*	7,998.6 s.f.
Footprint (covered porches, decks and cantilevers included)*	7,906.8 s.f.

*Includes 15.8 s.f. mechanical closet.

Component Areas

First Floor

End Units

Covered Porch	49.5 s.f.
Deck (area below)	48.6 s.f.
Cantilever (area below)	29 s.f.

Center Units

Covered Porch	49.5 s.f.
Deck (area below)**	97 s.f.
Cantilever (area below)	29 s.f.

Second Floor

End Units

Deck	48.6 s.f.
Entry stair*	71.9 s.f.

Center Units

Deck **	97 s.f.
Entry stair*	71.9 s.f.

* Includes main stair well and grade level entry.
 ** Deck area is divided between both center units.

Housing Unit Areas:

Unit 1 (Ground Floor End Unit)

Habitable (Two Bedrooms)	1,278.8 s.f.
<u>Garage</u>	<u>273.3 s.f.</u>
Total	1,552.1 s.f.

Unit 2 (Second Floor End Unit)

Habitable (Two Bedrooms)	1,181.6 s.f.
(excludes entry stair; see component areas)	
<u>Garage</u>	<u>275 s.f.</u>
Total	1,456.6 s.f.

Unit 3 (Second Floor Center Unit)

Habitable (Two Bedrooms)	1,174.8 s.f.
(excludes entry stair; see component areas)	
<u>Garage</u>	<u>275 s.f.</u>
Total	1,449.8 s.f.

Unit 4 (Ground Floor Center Unit)

Habitable (Two Bedrooms)	1,198.4 s.f.
<u>Garage</u>	<u>273.3 s.f.</u>
Total	1,471.7 s.f.

Architecture One, P.C.

Phone: 631.407.4001
 Fax: 631.407.4002

32nd Veterans Memorial Highway
 Suite 200
 Bohemia, New York 11716

Unit 5 (Ground Floor Center Unit)

Habitable (Two Bedrooms) 1,158.4 s.f.

Garage 273.3 s.f.

Total 1,431.7 s.f.

Unit 6 (Second Floor Center Unit)

Habitable (Two Bedrooms) 1,174.8 s.f.

(excludes entry stair; see component areas)

Garage 275 s.f.

Total 1,449.8 s.f.

Unit 7 (Second Floor End Unit)

Habitable (Two Bedrooms) 1,181.6 s.f.

(excludes entry stair; see component areas)

Garage 275 s.f.

Total 1,456.6 s.f.

Unit 8 (Ground Floor End Unit)

Habitable (Two Bedrooms) 1,278.8 s.f.

Garage 273.3 s.f.

Total 1,552.1 s.f.

Architecture One, P.C.

Phone: (814) 467-4001
 Fax: (814) 467-4022

2000 Veterans Memorial Highway
 Suite 300
 Bohemia, New York 11716

Cortland Square Building Areas

Building B1

Footprint (covered porches, decks and cantilevers not included)*	7,602.8 s.f.
Footprint (covered porches, decks and cantilevers included)*	8,320.9 s.f.
<i>*(Includes F.L.S. s.f. mechanical closets)</i>	

Component Areas

First Floor

End Units

Covered Porch	47.3 s.f.
Deck (area below)	50.1 s.f.
Cantilever (area below)	28.3 s.f.

Units (2nd from End)

Covered Porch	47.3 s.f.
Deck (area below)	50.7 s.f.
Cantilever (area below)	28.3 s.f.

Center Units

Covered Porch	94.5 s.f.
Deck (area below)	119.8 s.f.
Cantilever (area below)	n/a

Second Floor

End Units

Deck	50.1 s.f.
Entry stair*	75.7 s.f.

Units (2nd from End)

Deck	50.7 s.f.
Entry stair*	75.3 s.f.

Center Units

Deck**	119.8 s.f.
Entry stair*	73.6 s.f.

* Includes stair, stair well and grade level entry.
 ** Deck area is divided between both center units.

Third Floor

Center Units

Stair	53.9 s.f.
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Architecture One, P.C.

Phone: 631.467.4001
 Fax: 631.467.4022

3900 Veterans Memorial Highway
 Suite 300
 Bohemia, New York 11716

Housing Unit Areas:

Unit 9	(Ground Floor, One Story, End Unit) Habitable (Two Bedrooms) 1,262.6 s.f.
Unit 10	(Second Floor, One Story, End Unit) <i>(excludes entry stair; see component areas)</i> Habitable (Two Bedrooms) 1,138.3 s.f.
Unit 11	(Ground Floor, One Story, Unit (2 nd from End)) Habitable (Two Bedrooms) 1,147.8 s.f.
Unit 12	(Second Floor, One Story, Unit (2 nd from End)) <i>(excludes entry stair; see component areas)</i> Habitable (Two Bedrooms) 1,136.8 s.f.
Unit 13	(Ground Floor, One Story, Center Unit) Habitable (Two Bedrooms) 1,144.6 s.f.
Unit 14	(Second Floor, Two Story, Center Unit) <i>(excludes entry stair; see component areas)</i> <u>Total Habitable (Three Bedrooms) 1,977.6 s.f.</u> First Level (Second Floor) 1,097.0 s.f. Second Level (Third Floor) 880.6 s.f.*
Unit 15	(Second Floor, Two Story, Center Unit) <i>(excludes entry stair; see component areas)</i> <u>Total Habitable (Three Bedrooms) 1,977.6 s.f.</u> First Level (Second Floor) 1,097.0 s.f. Second Level (Third Floor) 880.6 s.f.*
Unit 16	(Ground Floor, One Story, Center Unit) Habitable (Two Bedrooms) 1,144.6 s.f.
Unit 17	(Second Floor, One Story, Unit (2 nd from End)) <i>(excludes entry stair; see component areas)</i> Habitable (Two Bedrooms) 1,136.8 s.f.
Unit 18	(Ground Floor, One Story, Unit (2 nd from End)) Habitable (Two Bedrooms) 1,147.8 s.f.
Unit 19	(Second Floor, One Story, End Unit) <i>(excludes entry stair; see component areas)</i> Habitable (Two Bedrooms) 1,138.3 s.f.

10/15/2007

05

Architecture One, P.C.

Phone: 631.497.4001
Fax: 631.497.4022

3000 Veterans Memorial Highway
Suite 300
Bohemia, New York 11716

Unit 20 (Ground Floor, One Story, End Unit)
Habitable (Two Bedrooms) 1,262.6 s.f.

Foot note: * Bath and Bath wall not included; see component areas.

Architecture One, P.C.Phone: 631.467.4001
Fax: 631.467.40233990 Yonkers Memorial Highway
Suite 300
Schenectady, New York 11716**Cortland Square Building Area****Building C1**

Footprint (covered porches, decks and cantilevers not included)*	7,602.8 s.f.
Footprint (covered porches, decks and cantilevers included)*	8,320.9 s.f.

*Includes 11.8 s.f. mechanical closet.

Component Areas**First Floor****End Units**

Covered Porch	47.3 s.f.
Deck (area below)	50.1 s.f.
Cantilever (area below)	28.3 s.f.

Units (2nd from End)

Covered Porch	47.3 s.f.
Deck (area below)	50.7 s.f.
Cantilever (area below)	28.3 s.f.

Center Units

Covered Porch	94.5 s.f.
Deck (area below)**	119.8 s.f.
Cantilever (area below)	n/a

Second Floor**End Units**

Deck	50.1 s.f.
Entry stair*	75.7 s.f.

Units (2nd from End)

Deck	50.7 s.f.
Entry stair*	75.3 s.f.

Center Units

Deck**	119.8 s.f.
Entry stair*	73.6 s.f.

* Includes stair, stair well and grade level entry.

** Deck area is divided between both corner units.

Third Floor**Center Units**

Stair	53.9 s.f.
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Architecture One, P.C.Phone: 631.467.4031
Fax: 631.467.40323980 Veterans Memorial Highway
Suite 901
Rohanda, New York 11716**Housing Unit Areas:**

Unit 21	(Ground Floor, One Story, End Unit) Habitable (Two Bedrooms) 1,262.6 s.f.
Unit 22	(Second Floor, One Story, End Unit) <i>(excludes entry stair; see component areas)</i> Habitable (Two Bedrooms) 1,138.3 s.f.
Unit 23	(Ground Floor, One Story, Unit (2nd from End)) Habitable (Two Bedrooms) 1,147.8 s.f.
Unit 24	(Second Floor, One Story, Unit (2nd from End)) <i>(excludes entry stair; see component areas)</i> Habitable (Two Bedrooms) 1,136.8 s.f.
Unit 25	(Ground Floor, One Story, Center Unit) Habitable (Two Bedrooms) 1,144.6 s.f.
Unit 26	(Second Floor, Two Story, Center Unit) <i>(excludes entry stair; see component areas)</i> <u>Total Habitable (Three Bedrooms) 1,977.6 s.f.</u> First Level (Second Floor) 1,097.0 s.f. Second Level (Third Floor) 880.6 s.f.*
Unit 27	(Second Floor, Two Story, Center Unit) <i>(excludes entry stair; see component areas)</i> <u>Total Habitable (Three Bedrooms) 1,977.6 s.f.</u> First Level (Second Floor) 1,097.0 s.f. Second Level (Third Floor) 880.6 s.f.*
Unit 28	(Ground Floor, One Story, Center Unit) Habitable (Two Bedrooms) 1,144.6 s.f.
Unit 29	(Second Floor, One Story, Unit (2nd from End)) <i>(excludes entry stair; see component areas)</i> Habitable (Two Bedrooms) 1,136.8 s.f.*
Unit 30	(Ground Floor, One Story, Unit (2nd from End)) Habitable (Two Bedrooms) 1,147.8 s.f.

Architecture One, P.C.

Phone: 631.487.6001 Fax: 631.487.6032	3900 Veterans Memorial Highway Suite 300 Bohemia, New York 11716
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- Unit 31** **(Second Floor, One Story, End Unit)**
(excludes entry stair; see component areas)
 Habitable (Two Bedrooms) 1,138.3 s.f.

- Unit 32** **(Ground Floor, One Story, End Unit)**
 Habitable (Two Bedrooms) 1,262.6 s.f.

Foot note: * Stair and Stair well not included; see component areas.

Architecture One, P.C.Phone: 631.467.4001
Fax: 631.467.40223900 Veterans Memorial Highway
Suite 300
Belmont, New York 11716**Cortland Square Building Areas****Building D:**

Footprint (covered porches, decks and cantilevers not included) ^a	5,149.2 s.f.
Footprint (covered porches, decks and cantilevers included) ^a	5,614.8 s.f.

^aIncludes 15.8 s.f. mechanical closet.**Component Areas:****First Floor****End Units**

Covered Porch	47.3 s.f.
Deck (area below)	50.1 s.f.
Cantilever (area below)	28.3 s.f.

Center Units

Covered Porch	94.5 s.f.
Deck (area below)	119.8 s.f.
Cantilever (area below)	n/a

Second Floor**End Units**

Deck	50.1 s.f.
Entry stair ^a	75.7 s.f.

Center Units

Deck ^{a*}	119.8 s.f.
Entry stair ^a	73.6 s.f.

^a Includes stair, stair well and grade level entry.
^{a*} Deck area is divided between both corner units.**Third Floor****Center Units**

Stair	53.9 s.f.
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Architecture One, P.C.Phone: 631.467.4901
Fax: 631.467.40223900 Veterans Memorial Highway
Suite 500
Bellevue, New York 11716**Housing Unit Areas:**

Unit 33	(Ground Floor, One Story, End Unit) Habitable (Two Bedrooms) 1,262.6 s.f.
Unit 34	(Second Floor, One Story, End Unit) <i>(excludes entry stair; see component areas)</i> Habitable (Two Bedrooms) 1,138.3 s.f.
Unit 35	(Ground Floor, One Story, Center Unit) Habitable (Two Bedrooms) 1,144.6 s.f.
Unit 36	(Second Floor, Two Story, Center Unit) <i>(excludes entry stair; see component areas)</i> <u>Total Habitable (Three Bedrooms) 1,977.6 s.f.</u> First Level 1,097.0 s.f. Second Level 880.6 s.f.*
Unit 37	(Second Floor, Two Story, Center Unit) <i>(excludes entry stair; see component areas)</i> <u>Total Habitable (Three Bedrooms) 1,977.6 s.f.</u> First Level 1,097.0 s.f. Second Level 880.6 s.f.*
Unit 38	(Ground Floor, One Story, Center Unit) Habitable (Two Bedrooms) 1,144.6 s.f.
Unit 39	(Second Floor, One Story, End Unit) <i>(excludes entry stair; see component areas)</i> Habitable (Two Bedrooms) 1,138.3 s.f.
Unit 40	(Ground Floor, One Story, End Unit) Habitable (Two Bedrooms) 1,262.6 s.f.

Cortland Square

Unit Number	Tax Map #	AMU	Contract Price	2nd Position NYS-AMC	3rd Position SC- Acquisition	4th Position Federal HOME	4th or 5th Position NYS-HELP	5th or 6th Position Fedd AH Fund	Total Subsidy	Sales Price after Subsidy	6th or 7th Position ILLIP CDA Acq. Fee*	Total Cost	7th or 8th LHP Ad Note Mortgage
1	500-393.03.01-001	120	334,800	25,000	44,800	0	0	25,000	94,800	240,000	25,000	359,800	10,1
2	500-393.03.01-002	120	335,823	25,000	45,823	0	0	25,000	95,823	240,000	25,000	360,823	10,1
3	500-393.03.01-003	80	327,576	40,000	38,776	63,800	0	25,000	167,576	160,000	25,000	352,576	10,1
4	500-393.03.01-004	80	318,428	40,000	29,628	63,800	0	25,000	158,428	160,000	25,000	343,428	10,1
5	500-393.03.01-005	80	318,428	40,000	29,628	63,800	0	25,000	158,428	160,000	25,000	343,426	10,1
6	500-393.03.01-006	80	327,576	40,000	38,776	63,800	0	25,000	167,576	160,000	25,000	352,576	10,1
7	500-393.03.01-007	120	335,823	25,000	45,823	0	0	25,000	95,823	240,000	25,000	360,823	10,1
8	500-393.03.01-008	120	334,792	25,000	44,792	0	0	25,000	94,792	240,000	25,000	359,792	10,1
9	500-393.03.01-009	80	298,005	40,000	4,205	63,800	0	25,000	158,005	140,000	25,000	323,005	10,1
10	500-393.03.01-010	80	298,064	40,000	4,264	63,800	0	25,000	158,064	140,000	25,000	323,064	10,1
11	500-393.03.01-011	120	305,194	25,000	10,194	0	0	25,000	85,194	220,000	25,000	330,194	10,1
12	500-393.03.01-012	120	298,084	25,000	3,064	0	0	25,000	78,084	220,000	25,000	323,084	10,1
13	500-393.03.01-013	80	286,914	40,000	56,914	0	0	25,000	146,914	140,000	25,000	311,914	10,1
14	500-393.03.01-014	80	398,970	40,000	95,170	63,800	0	25,000	223,970	175,000	25,000	423,970	10,1
15	500-393.03.01-015	80	398,970	40,000	95,170	63,800	0	25,000	223,970	175,000	25,000	423,970	10,1
16	500-393.03.01-016	80	286,914	40,000	56,914	0	0	25,000	146,914	140,000	25,000	311,914	10,1
17	500-393.03.01-017	80	298,064	40,000	68,064	0	0	25,000	158,064	140,000	25,000	323,064	10,1
18	500-393.03.01-018	80	286,914	40,000	56,914	0	0	25,000	146,914	140,000	25,000	311,914	10,1
19	500-393.03.01-019	120	298,064	25,000	3,064	0	0	25,000	78,064	220,000	25,000	323,064	10,1
20	500-393.03.01-020	120	298,005	25,000	3,005	0	0	25,000	78,005	220,000	25,000	323,005	10,1
21	500-393.03.01-021	120	298,005	25,000	3,005	0	0	25,000	78,005	220,000	25,000	323,005	10,1
22	500-393.03.01-022	120	298,084	25,000	3,064	0	0	25,000	78,084	220,000	25,000	323,084	10,1
23	500-393.03.01-023	80	286,914	40,000	56,914	0	0	25,000	146,914	140,000	25,000	311,914	10,1
24	500-393.03.01-024	80	298,064	40,000	68,064	0	0	25,000	158,064	140,000	25,000	323,064	10,1
25	500-393.03.01-025	120	305,194	25,000	10,194	0	0	25,000	85,194	220,000	25,000	330,194	10,1
26	500-393.03.01-026	120	383,970	25,000	73,970	0	0	25,000	123,970	260,000	25,000	408,970	10,1
27	500-393.03.01-027	120	305,194	25,000	10,194	0	0	25,000	85,194	220,000	25,000	330,194	10,1
28	500-393.03.01-028	120	298,064	25,000	3,064	0	0	25,000	78,064	220,000	25,000	323,064	10,1
29	500-393.03.01-029	120	298,084	25,000	3,064	0	0	25,000	78,084	220,000	25,000	323,084	10,1
30	500-393.03.01-030	120	305,194	25,000	10,194	0	0	25,000	85,194	220,000	25,000	330,194	10,1
31	500-393.03.01-031	80	298,064	40,000	68,064	0	0	25,000	158,064	140,000	25,000	323,064	10,1
32	500-393.03.01-032	80	298,005	40,000	4,205	0	0	25,000	158,005	140,000	25,000	323,005	10,1
33	500-393.03.01-033	120	298,005	25,000	3,005	63,800	0	25,000	78,005	220,000	25,000	323,005	10,1
34	500-393.03.01-034	80	298,068	40,000	68,068	0	0	25,000	158,068	140,000	25,000	323,068	10,1
35	500-393.03.01-035	80	286,914	40,000	56,914	0	0	25,000	146,914	140,000	25,000	311,914	10,1
36	500-393.03.01-036	120	383,970	25,000	73,970	0	0	25,000	123,970	260,000	25,000	408,970	10,1
37	500-393.03.01-037	120	363,970	25,000	73,970	0	0	25,000	123,970	260,000	25,000	408,970	10,1
38	500-393.03.01-038	80	286,918	40,000	56,918	0	0	25,000	146,918	140,000	25,000	311,918	10,1
39	500-393.03.01-039	120	298,084	25,000	3,064	0	0	25,000	78,084	220,000	25,000	323,084	10,1
40	500-393.03.01-040	80	298,005	40,000	4,205	63,800	0	25,000	158,005	140,000	25,000	323,005	10,1
Total	500-393-02-118.02		12,678,000	1,300,000	1,500,000	638,000	650,000	1,000,000	5,088,000	7,890,000	1,000,000	13,678,000	400,1

* Help CDA Acquisition Note and Mortgage for \$25,000 and LHP's Administrative Note & Mortgage for \$10,000 will be placed on as an additional lien to each of the homebuyers at closing.
Revised April 16, 2010

**EXHIBIT C
TO
DEVELOPMENT PLAN
SUBSIDY ANALYSIS**

EXHIBIT D TO DEVELOPMENT PLAN BUDGET

ISLIP VIII - CORTLAND SQUARE

PRO FORMA

EXPENDITURES		Average Unit Price	40 Affordable Homes Total Price
Acquisition - CDA	Islip CDA	25,000	1,000,000
Acquisition - LIHP	LIHP	2,325	93,000
Demolition/Land Clearing/Excavation - Site Preparation	Builder	18,142	725,680
Deed Recording/Closing Costs/Title	LIHP	1,100	44,000
Real Estate Tax	LIHP	2,200	88,000
Architect/Survey/Engineering/Inspection Fees	Builder	6,750	270,000
Architect/Survey/Engineering/Inspection Fees	LIHP	1,250	50,000
Environmental Report/Soil/Arch Study	LIHP	1,650	66,000
Environmental Cleanup	LIHP	3,750	150,000
Environmental Insurance	LIHP	4,078	163,051
Building Permits/Recreation Fee	LIHP	625	25,000
Hard Costs	Builder	117,889	4,708,770
Soft Costs	Builder	3,077	123,088
Changes to Plan	Builder	8,543	341,700
Cost of Living Increase	LIHP	0	0
Overhead(plus Roll Off)	Builder	14,500	580,000
Water Hookup Costs/Sanitary (Incid. Site Prep)	Builder	0	0
Utility Fees (Incid. Site Prep)	Builder	0	0
Site Improvements(Drainage, Curb, Sidewalks, Paving, Site Lighting, Landscaping, Perimeter Fence, Playground, Soil Compaction)	LIHP	2,999	119,940
Profit/Sponsor Fee	Builder	16,875	675,000
Engineering Inspections/Site Plan Review	LIHP	1,300	52,000
Appraisals	LIHP	550	22,000
Insurance (LIHP Liability/Builder's Risk)	LIHP	6,625	265,000
Insurance (Builder Liability/Builder's Risk)	Builder	6,627	265,082
Professional-Grant	LIHP	1,538	61,500
Accounting/Auditing	LIHP	1,538	61,500
Professional-Legal - Offering Plan	LIHP	5,063	202,500
Professional-Legal-Builder	Builder	0	0
LIHP Development Consultant	LIHP	1,625	65,000
Security - LIHP	LIHP	1,100	44,000
Interest/Financing Fees	LIHP	31,228	1,249,050
Construction Contingency (Additional Work Required for Plan Approval prior to Construction)	LIHP	16,638	665,500
Construction Contingency	LIHP	28,851	1,074,058
First Time Homebuying Counseling/ Marketing/Technical Asst. Fee	LIHP	10,741	428,823
Total Cost		341,950	13,878,000
Federal HOME Funds		(15,950)	(638,000)
Islip Affordable Housing Funds		(25,000)	(1,000,000)
NYS-AHC		(32,500)	(1,300,000)
NYS-HELP Program		(16,250)	(650,000)
Islip CDA Land Note & Mortgage		(25,000)	(1,000,000)
SC Acquisition Fund		(37,500)	(1,500,000)
NET COST		189,750	7,680,000

Revised October 21, 2009

**TO
DEVELOPMENT PLAN
REVISED**

To: All Funding Agencies/Lenders for Cortland Square, Bay Shore
From: Long Island Housing Partnership, Inc.
Subject: Lien Positions
Date: May 21, 2010

The following lien positions will be in place **during construction:**

- 1st Position – Private Lender for \$6,300,000
- 2nd Position – Islip CDA for \$1,000,000
- 3rd Position – Suffolk County Acquisition for \$1,500,000

The following lien positions will apply at **permanent financing:**

- 1st Position – Private Lender
- 2nd Position – Islip CDA
- 3rd or 4th Position – NYS – AHC
- 4th or 5th Position - SC Acquisition
- 3rd Position – Federal HOME Funds (10 units only)
- 5th or 6th Position – NYS HELP
- 6th or 7th Position – Islip AH Fund

Any question, please call James Britz at 631-435-4710.

Please acknowledge your concurrence by signing below that you have reviewed the lien positions and they are acceptable. **If we do not receive this back by June 4, 2010 we will deem the lien positioning as acceptable.**

Name: _____

Funding Source: _____

Signature: _____

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 of Economic Development and Workforce Housing H. Lee Dennison Bldg. - 2 nd Floor Hauppauge	Department Contact Person (Name & Phone No.): Jill Rosen-Nikoloff Director of Affordable Housing 853-6420
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Suggestion Involves:

Technical Amendment _____

Grant Award _____

New Program X

Contract: New _____ Rev. _____

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

Authorizes funding, acquisition, conveyance, development and oversight of real property in connection with a workforce housing development in the Town of Islip which will consist of 40 homeownership units and the execution of a Development Agreement in connection therewith.

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

1667

Introductory Resolution No. -2010
Introduced by the Presiding Officer on request of the County Executive

Laid on the Table 6/8/10

RESOLUTION NO. - 2010, ACCEPTING AND APPROPRIATING A GRANT AMENDMENT TO THE NATIONAL SCIENCE FOUNDATION SCIENCE, TECHNOLOGY, ENGINEERING AND MATHEMATICS SCHOLARSHIPS PROGRAM (S-STEM) 100% REIMBURSED BY FEDERAL FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE

WHEREAS, Suffolk County Community College has received a grant award from the National Science Foundation for a Science, Technology, Engineering and Mathematics Scholarship Program, in the amount of \$505,800, including \$14,950 for program administration for year four of the five-year grant, for the period of September 1, 2006 through August 31, 2011; and

WHEREAS, the award has been increased by a supplemental amount of \$17,000, for student stipends, bringing the total amount of the grant award to \$522,800; and

WHEREAS, the Board of Trustees of Suffolk County Community College accepted the grant on May 20, 2010 by Resolution No. 2010.32; and

WHEREAS, the College anticipates spending the \$17,000 in accordance with the terms of said grant award before August 31, 2011; now therefore be it

1st RESOLVED, that said grant award amendment from the National Science Foundation, for a Science, Technology, Engineering, and Mathematics Scholarship Program, in the amount of \$17,000, be accepted; and be it further

2nd RESOLVED, that said grant award amendment, in the amount of \$17,000, be appropriated for the operation of the program as follows:

<u>REVENUES:</u>	<u>AMOUNT:</u>
Federal Aid: NSF S-STEM: GC43-GC4310-544237	\$ 17,000

<u>APPROPRIATIONS:</u>	<u>AMOUNT:</u>
NSF S-STEM 09-10: GC43-GC4310	\$ 17,000

Suffolk County Community College
NSF S-STEM
GC43-GC4310

GC43-GC4310-714560-Fees for Services, Non-employees **\$17,000**

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u>XX</u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
ACCEPTING AND APPROPRIATING A GRANT AMENDMENT TO THE NATIONAL SCIENCE FOUNDATION SCIENCE, TECHNOLOGY, ENGINEERING AND MATHEMATICS SCHOLARSHIPS PROGRAM (S-STEM) 100% REIMBURSED BY FEDERAL FUNDS AT SUFFOLK COUNTY COMMUNITY COLLEGE		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u>XX</u> No		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="radio"/> County	<input type="radio"/> Town	<input type="radio"/> Economic Impact
<input type="radio"/> Village	<input type="radio"/> School District	<input type="radio"/> Other (Specify):
<input type="radio"/> Library District	<input type="radio"/> Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
No impact. Additional grant funds totaling \$17,000 for a Science, Technology, Engineering and Mathematics Scholarship Program.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
Funding must be expended between September 1, 2006 and August 31, 2011.		
8. Proposed Source of Funding		
Federal National Science Foundation		
9. Timing of Impact		
THE RESOLUTION IS EFFECTIVE UPON ADOPTION.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		6/3/10

**FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:

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

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

Accepting and Appropriating a Grant Amendment to the National Science Foundation Science, Technology, Engineering, and Mathematics Scholarship Program (S-STEM) 100% Reimbursed by Federal Funds at Suffolk County Community College

3. Purpose of Proposed Legislation

To accept and appropriate a grant award amendment, in the amount of \$17,000, from the National Science Foundation for a Science, Technology, Engineering, and Mathematics Scholarship Program (S-STEM) during the 2009-2010 fiscal year.

4. Will the Proposed Legislation Have a Fiscal Impact? Yes ___ No X

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

The grant amendment will provide \$17,000 from the National Science Foundation for a Science, Technology, Engineering, and Mathematics Scholarships Program (S-STEM) for student stipends during the 2009-2010 fiscal year. No matching funds required.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdiv.
Not Applicable

8. Source of Funding: National Science Foundation

9. Timing of Impact: September 1, 2006 through August 31, 2011

10. Typed Name & Title of Preparer
Deborah E. Lesser, M.S.
Senior Accountant

11. Signature of Preparer

12. Date
April 27, 2010

file

Suffolk

COUNTY COMMUNITY COLLEGE

To: Ken Crannell, Deputy County Executive
Christopher Kent, Chief Deputy County Executive
Brendan Chamberlain, Director, Intergovernmental

From: Nancy Stief, *N.S.* V. P. for Business & Financial Affairs

Date: May 25, 2010

Subject: Request for a Resolution Accepting and Appropriating a Grant Amendment for a Suffolk County Community College Program

Enclosed are the application and requisite forms to request acceptance and appropriation of the grant award amendment for a program at Suffolk County Community College.

Proposal Grant Award Subcontract

Program Name: NSF Scholarships in Science, Technology,
Engineering & Mathematics Program (S-STEM)
Funding Source: National Science Foundation

Amount of Grant:	\$505,800 for five years
Amount of Amendment:	\$ 17,000
Amended Grant Total:	\$522,800
Full Time Positions:	None

Please call me if there are questions regarding this request.
An e-mail version of the resolution was sent to CE RESO REVIEW:
File name: Reso-SCCC-NSF STEM Scholarships Amend 10.doc

cc: Dr. Candice J. Foley, Professor of Chemistry/Physical Science
Nina Leonhardt, Associate Dean, Continuing Education
J. Bullard, Jr., Associate Dean for Financial Affairs
J. Canniff, Vice President for Academic and Campus Affairs
M. L. Araneo, Vice President for Institutional Advancement

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Grant Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

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

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

Accepting and Appropriating a Grant Amendment to the National Science Foundation Science, Technology, Engineering, and Mathematics Scholarship Program (S-STEM) 100% Reimbursed by Federal Funds at Suffolk County Community College

3. Purpose of Proposed Legislation

To accept and appropriate a grant award amendment, in the amount of \$17,000, from the National Science Foundation for a Science, Technology, Engineering, and Mathematics Scholarship Program (S-STEM) during the 2009-2010 fiscal year.

4. Will the Proposed Legislation Have a Fiscal Impact? Yes No X

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

The grant amendment will provide \$17,000 from the National Science Foundation for a Science, Technology, Engineering, and Mathematics Scholarships Program (S-STEM) for student stipends during the 2009-2010 fiscal year. No matching funds required.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdiv.
Not Applicable

8. Source of Funding: National Science Foundation

9. Timing of Impact: September 1, 2006 through August 31, 2011

10. Typed Name & Title of Preparer
Deborah E. Lesser, M.S.
Senior Accountant

11. Signature of Preparer

Deborah E. Lesser

12. Date

April 27, 2010

SCIN FORM 175A (10/95)

Suffolk

COUNTY COMMUNITY COLLEGE

Office of the President

BOARD OF TRUSTEES
May 20, 2010

RESOLUTION NO. 2010.32 AMENDING THE COLLEGE BUDGET FOR AN AMENDMENT TO THE NATIONAL SCIENCE FOUNDATION SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS SCHOLARSHIP PROGRAM (NSF S-STEM)

WHEREAS, Suffolk County Community College has received a grant award from the National Science Foundation for a Science, Technology, Engineering and Mathematics Scholarship Program, in the amount of \$505,800, including \$14,950 for program administration for year four of a five-year grant, for the period of September 1, 2006 through August 31, 2011, and

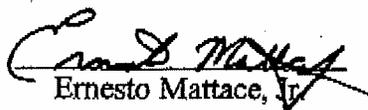
WHEREAS, the award has been increased by a supplemental amount of \$17,000, for student stipends, bringing the total amount of the grant award to \$522,800, and

WHEREAS, matching funds are not required, be it therefore

RESOLVED, that the 2009-2010 College budget be amended to reflect an increase in the amount of \$17,000, for an NSF S-STEM Program grant, and the College president or his designee is authorized to execute a contract with the administering agency.

Project Director: Dr. Candice J. Foley

Note: No full-time personnel


Ernesto Mattace, Jr.
Chairperson

Central Administration
533 College Road
Selden, NY 11784-2899
(631) 451-4112

Ammerman Campus
533 College Road
Selden, NY 11784-2899
(631) 451-4110

Western Campus
Crooked Hill Road
Brentwood, NY 11717-1092
(631) 851-6700

Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

ABSTRACT

Subcontract _____ Grant X Proposal _____

Funding Source National Science Foundation

Project Title: NSF Scholarships in Science, Technology, Engineering, and Mathematics Program (S-STEM)

Project Director: Dr. Candice J. Foley, Professor of Chemistry

Project Period: September 1, 2006 through August 31, 2011

Campus: Central Administration

Amount of Award: \$505,800

Amount of Amendment: \$ 17,000

Amended Award: \$522,800

Match / In-kind: None

Full-time Positions: N/A

Reassigned/Overload Time: N/A

No. of Students to be Served: 4

Type of Student to be Served: Economically disadvantaged

Description of Project:

Suffolk County Community College (SCCC) was awarded \$505,800 from NSF for a five-year S-STEM Program that enables the College to support and encourage students to pursue careers in science, technology, engineering and math by providing scholarships. The \$17,000 amendment to the grant award provides for stipends for four SCCC students to work as research interns at Brookhaven National Lab, thereby enhancing research and education opportunities.

Deborah Lesser

To: Candice Foley
Subject: RE: Award Id : 0630944, PI: Foley

-----Original Message-----

From: pahawkin@nsf.gov [mailto:pahawkin@nsf.gov]
Sent: Friday, April 23, 2010 12:02 PM
To: George Gatta
Cc: dgaawd@nsf.gov; lpaige@nsf.gov; twoodin@nsf.gov
Subject: Award Id : 0630944, PI: Foley

Award Date:	April 23, 2010
Grant No.	DUE-0630944
Amendment No.	003
Proposal No.	DUE-1032886

George Gatta, Jr.
Interim President
Suffolk Community College
533 College Road
Selden, NY 11784-2899

Dear Mr. Gatta

The National Science Foundation hereby awards \$17,000 to Suffolk Community College for additional support described in the request for supplemental support as modified by revised budget dated March 3, 2010.

This project, under the direction of Candice J. Foley, Linda A. Sabatino, Louis Roccanova, Nina A. Leonhardt, Peter J. Maritato , is entitled:

"Science, Technology, Engineering and Mathematics Scholarship Program for Suffolk County Community College."

This award with this amendment totals \$527,330 and expires September 30, 2011.

This grant is awarded pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 U.S.C. 1861-75.) and is subject to Research Terms and Conditions (RTC, dated July 2008) and NSF RTC Agency Specific Requirements (dated January 2010) available at <http://www.nsf.gov/awards/managing/rtc.jsp>.

Funds provided by this award include support for "Community College Institutes(CCI)" in accordance with Dear Colleague Letter, Cooperative Activity with Department of Energy Programs for Education and Human Resource Development (NSF 10-019).

It is the grantee's full responsibility to ensure the faculty and students are financially supported as stipulated in the original "Dear Colleagues Letter" for all activities. Supplemental funds are designated for students Anya Bagnato, Vaughn German, Jose Gomera and Heather V. Savagefill. These funds should be disbursed to the individuals within 30 days upon receipt date of the award letter to grantee institution.

The amount of this supplement is based on the information provided in your supplemental request, in accordance with the following budget:

1. Stipend \$17,000

The Awardee is required to report on the use of these funds as part of the source grant Final Project Report submitted via FastLane. It is recommended that you keep notes on the use of funds and notable results from the start of this supplement award.

A grantee has full responsibility for the conduct of the project or activity supported under an NSF grant and for the results achieved, including timely and satisfactory performance. It is expected that student and/or faculty participants will receive their stipend or salary support from the grantee institution in a timely manner and accessible form, such that they are appropriately supported from the initiation of the summer activity. Grantees may incur allowable pre-award costs within the 90 day period immediately preceding the effective date of the grant in accordance with the applicable terms and conditions of this award.

Indirect costs are not allowed on participant support costs, and there is no administrative allowance in lieu of indirect costs.

Except as modified by this amendment, the grant conditions remain unchanged.

Please view the project reporting requirements for this award at the following web address [<https://www.fastlane.nsf.gov/researchadmin/prsLoginHome.do?awdID=0630944>].

The attached budget indicates the amounts, by categories, on which NSF has based its support.

The cognizant NSF program official for this grant is Terry S. Woodin (703) 292-8697.
The cognizant NSF grants official contact is LeVar Rashawn Farrior (703) 292-2187.

Sincerely,

Pamela A. Hawkins
Grants and Agreements Officer

CFDA No: 47.075
gattag@sunysuffolk.edu

Deborah Lesser

To: Candice Foley
Subject: RE: Award Id : 0630944, PI: Foley

From: Woodin, Terry S. [mailto:twoodin@nsf.gov]
Sent: Thu 4/29/2010 8:28 PM
To: Candice Foley
Subject: FW: Award Id : 0630944, PI: Foley

This completes the remedying of the mix-ups on supplement awards.

-----Original Message-----

From: Hawkins, Pamela A.
Sent: Thursday, April 29, 2010 2:50 PM
To: mckays@sunysuffolk.edu
Cc: BFA DGA Awards; Paige, LaVerne; Woodin, Terry S.
Subject: Award Id : 0630944, PI: Foley

Award Date: April 29,
2010
Award No.
DUE-0630944
Amendment No. 004

Shaun L. McKay

President

Suffolk Community College

533 College Road

Selden, NY 11784-2899

Dear Dr. McKay

By letter dated September 18, 2006 , as amended the sum of \$527,330 was awarded to Suffolk Community College under the direction of Candice J. Foley, Linda A. Sabatino, Louis Roccanova, Nina A. Leonhardt, Peter J. Maritato, for support of the project entitled "Science, Technology, Engineering and Mathematics Scholarship Program for Suffolk County Community College".

The purpose of this amendment is to reduce \$4,530 from the cumulative award amount of \$527,330.

This award now totals \$522,800.

Except as modified by this amendment, the grant conditions remain unchanged.

The cognizant NSF program official for this grant is Terry S. Woodin (703) 292-8697.

The cognizant NSF grants official contact is LeVar Rashawn Farrior (703) 292-2187.

Sincerely,

Pamela A. Hawkins

Grants and Agreements Officer

CFDA No. 47.076

mckays@sunysuffolk.edu



National Science Foundation
WHERE DISCOVERIES BEGIN

SEARCH

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Award Abstract #0630944

**Science, Technology, Engineering and Mathematics Scholarship
Program for Suffolk County Community College**

NSF Org: DUE
Division of Undergraduate Education

Initial Amendment Date: September 18, 2006

Latest Amendment Date: April 29, 2010

Award Number: 0630944

Award Instrument: Standard Grant

Program Manager: Terry S. Woodin
DUE Division of Undergraduate Education
EHR Directorate for Education & Human Resources

Start Date: October 1, 2006

Expires: September 30, 2011 (Estimated)

Awarded Amount to Date: \$522800

Investigator(s): Candice Foley foleyc@sunysuffolk.edu(Principal Investigator)
Nina Leonhardt (Co-Principal Investigator)
Linda Sabatino (Co-Principal Investigator)
Louis Rocanova (Co-Principal Investigator)
Peter Maritato (Co-Principal Investigator)

Sponsor: Suffolk Community College
533 College Road
Selden, NY 11784 631/451-4076

NSF Program(s): S-STEM;SCHLR SCI TECH ENG&MATH

Field Application(s):

Program Reference Code(s): SMET, 9178, 7204

Program Element Code(s): 1536

ABSTRACT

This project continues, builds upon, and significantly expands a previously successful NSF-CSEM Scholarship Program. This program (operating from 2001-2006) has already demonstrated significantly higher graduation (71%) and transfer (46%) rates in comparison to the average graduation (24%) and transfer (14%) rates at Suffolk County Community College (SCCC). Additional features being added include: enhanced counseling

regarding financial aid, graduation, and transfers; more summer internships, research opportunities, and job shadowing opportunities; frequent on-site tours at partnering institutions; and additional faculty presentations, invited speakers, and non- (SCCC) mentors for SSTEM/CSEMS scholarship meetings.

The intellectual merits of this project include: (1) the implementation of a revised and improved version of the existing successful joint NSF-CSEMS and SCCC-CSEMS program by a team of project directors who possess diverse academic backgrounds in the sciences, engineering and technology; (2) two Co-PIs on the team who devote much of their time and efforts to recruiting women and underrepresented minorities into SCCC's science and engineering/technology programs (a current NSF-CSEMS Co-PI and engineering professor who designed, developed, and currently directs the college's first gender equity program for women pursuing nontraditional careers in engineering and technology, and a key administrator in the Office of Continuing Education, who directs numerous minority recruitment programs, including SCCC's Collegiate Science & Technology Education Program, Science & Technology Entry Program, and Liberty Partnerships Program); and (3) a unique combination of educational and research opportunities for the Scholars, offered in collaboration with Dowling Colleges, Brookhaven National Laboratory and Stony Brook University.

The broader impacts of the project include a greater emphasis on enhancing diversity within SCCC's current core group of NSF Scholars by collaborating with CSTEP to transition 10-15 low income and/or underrepresented students into the NSF-STEMS Program each year.

Please report errors in award information by writing to:
awardsearch@nsf.gov.



The National Science Foundation, 4201 Wilson Boulevard, Arlington, Virginia 22230, USA
Tel: (703) 292-5111, FRS: (800) 877-8339 | TDD: (800) 281-8749

Last Updated: April 2, 2007



Office of the President

BOARD OF TRUSTEES

May 20, 2010

RESOLUTION NO. 2010.32 AMENDING THE COLLEGE BUDGET FOR AN AMENDMENT TO THE NATIONAL SCIENCE FOUNDATION SCIENCE, TECHNOLOGY, ENGINEERING, AND MATHEMATICS SCHOLARSHIP PROGRAM (NSF S-STEM)

WHEREAS, Suffolk County Community College has received a grant award from the National Science Foundation for a Science, Technology, Engineering and Mathematics Scholarship Program, in the amount of \$505,800, including \$14,950 for program administration for year four of a five-year grant, for the period of September 1, 2006 through August 31, 2011, and

WHEREAS, the award has been increased by a supplemental amount of \$17,000, for student stipends, bringing the total amount of the grant award to \$522,800, and

WHEREAS, matching funds are not required, be it therefore

RESOLVED, that the 2009-2010 College budget be amended to reflect an increase in the amount of \$17,000, for an NSF S-STEM Program grant, and the College president or his designee is authorized to execute a contract with the administering agency.

Project Director: Dr. Candice J. Foley

Note: No full-time personnel


Ernesto Mattace, Jr.
Chairperson

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Eastern Campus
121 Speonk-Riverhead Road
Riverhead, NY 11901-3499
(631) 548-2500

1669

Intro. Res. No. -2010
Introduced by Legislator Schneiderman

Laid on Table

6/8/10

RESOLUTION NO. -2010, CONSENTING TO THE ACQUISITION OF ADDITIONAL LAND AT MARINOLD WAY, TOWN OF SOUTHAMPTON, COUNTY OF SUFFOLK, STATE OF NEW YORK, BY THE QUOGUE CEMETERY ASSOCIATION, INC. FOR CEMETERY EXPANSION PURPOSES

WHEREAS, a petition, dated November 20, 2009, was filed with the County Legislature by the Quogue Cemetery Association, Inc., pursuant to 451 of the NEW YORK REAL PROPERTY LAW and Section 1506(c) of the NEW YORK NOT-FOR-PROFIT CORPORATION LAW, requesting permission of the Suffolk County Legislature to expand its existing cemetery in the Village of Quogue, Town of Southampton, County of Suffolk, by the acquisition, by deed, of a parcel of land of 25,686 square feet located west of its cemetery and the condemnation of other land consisting of 20,102 square feet immediately adjoining its west and south sides; and

WHEREAS, public notice of a public hearing in respect to said petition was published for six (6) consecutive weeks in the official County newspapers pursuant to Section 1506(c) of the NEW YORK NOT-FOR-PROFIT CORPORATION LAW; and

WHEREAS, a public hearing was held with regard to said petition on the 27th day of April, 2010, and on the 11th day of May, 2010, pursuant to Section 1506(c) of the NEW YORK NOT-FOR-PROFIT CORPORATION LAW; now, therefore be it

1st RESOLVED, that the Suffolk County Legislature hereby consents to the acquisition of additional land in the Village of Quogue, as described herein, by the Quogue Cemetery Association, Inc., for cemetery purposes, subject to the condition that all acquisitions for said expansion shall be by deed and that no lands shall be acquired through condemnation.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1670

Intro. Res. No. -2010
Introduced by Legislators Kennedy and Schneiderman

Laid on Table 6/8/10

**RESOLUTION NO. -2010, DECLARING YAPHANK
PROPERTY SURPLUS TO COUNTY NEEDS AND
AUTHORIZING PROPERTY SALE AT PUBLIC AUCTION**

WHEREAS, the County of Suffolk is faced with substantial budget deficits in 2010 and 2011; and

WHEREAS, the County Executive has stated that he may lay off hundreds of county employees to address these budget deficits; and

WHEREAS, the County of Suffolk must consider all reasonable proposals that can help close the budget deficits and avoid all draconian cuts in public service; and

WHEREAS, the County of Suffolk owns approximately 400 acres of vacant land in Yaphank; and

WHEREAS, a 95.3 acre parcel in Yaphank, more fully described in the attached Exhibit "A", is surplus to the needs of the County; now, therefore be it

1st RESOLVED, that the 95.3 acre parcel described in the attached Exhibit "A" is hereby declared surplus to the County's needs; and be it further

2nd RESOLVED, that the Department of Energy and Environment, acting through its Division of Real Property Acquisition and Management, is hereby authorized, empowered and directed to offer the 95.3 acre parcel described in the attached Exhibit "A" for sale to the highest responsible bidder after public advertisement; and be it further

3rd RESOLVED, the agreement transferring ownership of the subject parcel shall be subject to Legislative approval by a subsequent duly approved resolution of the County of Suffolk; and be it further

4th RESOLVED, that a recommendation regarding SEQRA will be forthcoming from the Council on Environmental Quality.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

Exhibit "A"
Description of Parcels

Tax Map 0200-815.00-01.00-006.002
0200-815.00-01.00-006.003
0200-815.00-01.00-006.004

All that piece or parcel of land situate in the Hamlet of Yaphank, Town of Brookhaven, County of Suffolk, State of New York as described as follows:

Beginning at a point on the northerly boundary of County Road 16/Horseblock Road at the Intersection of said Boundary with the division line between the lands of Suffolk County on the east and the easterly boundary of Old Town Road, Thence, northerly along said division line the following nine (9) courses and distances:

- 1) N 05°32'32" W, a distance of 311.99 feet to a point;
- 2) S 87°51'33" W, a distance of 65.32 feet to a point;
- 3) Along a curve to the left having a radius of 433.00 feet, an arch distance of 120.74 feet to a point;
- 4) Along a curve to the right having a radius of 367.00 feet, an arc distance of 283.48 feet to a point;
- 5) N 04°51'42" E, a distance of 303.25 feet to a point;
- 6) N 05°25'00" W, a distance of 198.14 feet to a point;
- 7) N 17°45'00" W, a distance of 381.89 feet to a point;
- 8) N 06°30'00" E, a distance of 439.25 feet to a point;
- 9) N 07°20'00" W, a distance of 28.95 feet to a point;

Thence, S 84°26'08" W along the northerly boundary of Old Town Road and continuing along the northerly boundary of the lands now or formerly of Equitable Yaphank, LLC, a distance of 860.43 feet to a point on the division line between the lands of Suffolk County on the east and the lands now or formerly of Starlight Properties, Inc. on the west and the lands now or formerly of Equitable Yaphank, LLC, on the south.

Thence, N 05°35'40" W along said division line a distance of 3150.00 feet to a point.

Thence, through the lands of Suffolk County the following four (4) courses and distances:

- 1) N 84°26'08" E, a distance of 711.32 feet to a point;
- 2) S 05°35'40" E, a distance of 2839.89 feet to a point;
- 3) N 84°27'54" E, a distance of 906.80 feet to a point;
- 4) S 05°32'27" E, a distance of 2605.87 feet to point on the northerly boundary of Horseblock Road CR 16;

Thence, along said boundary the six (6) courses:

- 1) N 79°17'52" W, a distance of 184.56 feet to a point;
- 2) N 75°00'46" W, a distance of 104.98 feet to a point;
- 3) N 05°32'27" W, a distance of 18.15 feet to a point;
- 4) N 75°01'07" W, a distance of 80.49 feet to a point;
- 5) N 73°24'26" W, a distance of 214.08 feet to a point;
- 6) N 75°00'46" W, a distance of 163.86 feet to the **Point of Beginning**, being 4,292,165.51± square feet Or 98.535± acres, more or less

1671

Intro. Res. No. -2010
Introduced by Legislator Romaine

Laid on Table 6/8/2010

**RESOLUTION NO. -2010, AMENDING THE ADOPTED
2010 OPERATING BUDGET TO TRANSFER FUNDS FROM
WATER QUALITY PROTECTION (FUND 477) AND AMENDING
THE 2010 CAPITAL BUDGET AND PROGRAM AND
APPROPRIATING FUNDS IN CONNECTION WITH
STORMWATER REMEDIATION ON CR 80 AT SENIX CREEK
IN CENTER MORICHES (CP 8239)**

WHEREAS, storm water runoff gathers a variety of pollutants which can contaminate our streams, surface waters, and drinking water; and

WHEREAS, runoff from lawns and natural areas are often contaminated with nutrients, fertilizers, and suspended solids, while highway runoff most often contains heavy metals, inorganic salts, aromatic hydrocarbons, and suspended solvents; and

WHEREAS, drains along CR 80 in Center Moriches allow stormwater runoff to flow unfiltered into Senix Creek; and

WHEREAS, Resolution No. 748-2004 established the Storm Drain Pollution Remediation Program for the purpose of providing present and future protection for Suffolk County's surface waters and ground water; and

WHEREAS, Resolution No. 748-2004 also authorized the Commissioners of Public Works and Health Services, or their successors, to research, utilize, and maintain technologies necessary to achieve the most measurable reductions of contaminants from stormwater runoff, as well as to utilize nonstructural practices such as vegetating buffer areas and fertilizer application controls; and

WHEREAS, it is the desire of the County of Suffolk to minimize the adverse effects of stormwater runoff on CR 80 at Senix Creek in Center Moriches by using methods which may include swirl separators to remove sediments and pollutants from runoff prior to outfall into Senix Creek; and

WHEREAS, Resolution No. 659-2002 created the Suffolk County Water Quality Review Committee (SCWQRC) which Committee, although its role in this process is advisory, should review this request to determine whether it is an allowed use under the Suffolk County Water Quality Protection and Restoration Program; and

WHEREAS, the Department of Public Works is coordinating the project request with the Water Quality Review Committee; and

WHEREAS, funding for this project should not be spent until it is approved as a permitted use by the Suffolk County Water Quality Review Committee; and

WHEREAS, there are sufficient funds within the reserved fund balance of Fund 477 for Water Quality Protection to support the appropriation of funds for this project through the 2010 Capital Budget and Program; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006 established the use of a priority ranking system, implemented in the Adopted 2008 Capital Budget, as the basis for funding capital projects such as this project; now, therefore be it

1st **RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty-one (51), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006; and be it further

2nd **RESOLVED**, that sufficient funds exist within Fund 477's Water Quality Reserve Fund Balance component to cover the cost of said transfer; and be it further

3rd **RESOLVED**, that the Adopted 2010 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 reserve fund balance as follows:

EXPENDITURES:

<u>Agency</u>	<u>Fund</u>	<u>Organization</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>
IFT	477	E525	9600	Transfer to Capital Fund	\$175,000

and be it further

4th **RESOLVED**, that the interfund revenues be and hereby are transferred and accepted in the Capital Fund as follows:

REVENUES:

<u>Agency</u>	<u>Fund</u>	<u>Rev. Source</u>	<u>Organization</u>	<u>Description</u>	<u>Amount</u>
IFT	525	R477	525	Transfer from Water Quality Protection	\$175,000

and be it further

5th **RESOLVED**, that the 2010 Capital Budget and Program be and they are hereby amended as follows:

Project Number: 8239

Project Title: Water Quality Protection – Stormwater Remediation on CR 80 at Senix Creek in Center Moriches

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
3. Construction	\$3,175,000	\$0	\$ 175,000 W
TOTAL	\$3,175,000	\$0	\$ 175,000

and be it further

6th **RESOLVED**, that the transfer in the amount of \$175,000 be and hereby is appropriated as follows:

<u>Project No.</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-8239.311	50	Stormwater Remediation on CR 80 at Senix Creek in Center Moriches	\$175,000

and be it further

7th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept these interfund revenues and effectuate these interfund transfers, including the associated cash transfers to finance this capital project; and be it further

8th **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 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 (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:

T:\BRO\Romaine CP 8239 Reso, Senix Creek.doc

**MOTION NO. 12-2010, PROCEDURAL RESOLUTION
AUTHORIZING FUNDING FOR COMMUNITY SUPPORT
INITIATIVES (PHASE III)**

WHEREAS, funds are included in the 2010 Operating Budget (001-LEG-1012-4981) to supplement county services via non-profit organizations; and

WHEREAS, pursuant to Resolution No. 1054-2007, this Legislature is administering these "Community Support Initiatives"; now, therefore be it

1st RESOLVED, that the Presiding Officer is hereby authorized to enter into agreements with the following contract agencies for the amounts indicated:

<u>AGENCY</u>	<u>SPONSOR</u>	<u>AMOUNT</u>
All Faith Soccer League, Inc.	Browning	\$1,000
American Bikers Aimed Toward Education, Inc.	Eddington	\$1,000
American Legion Greenlawn Post 1244	Stern	\$1,500
Babylon Little League, Inc.	Horsley	\$1,500
Bellport Area Community Action Committee, Inc., d/b/a Boys and Girls Club of the Bellport Area	Viloria-Fisher	\$1,000
Breast Cancer Help, Inc.	Barraga	\$5,000
Breast Cancer Help, Inc.	Cilmi	\$1,000
Bridgethamppton Village Improvement Society, Inc.	Schneiderman	\$1,500
Citizens Campaign Fund for the Environment	Eddington	\$2,000
CoDance Co, Inc.	Eddington	\$2,000
East End Special Players	Schneiderman	\$1,500
East Islip Main Street Restoration Project	Cilmi	\$1,000
Eastern Surfolk BOCES/Mobile Outreach Parent-Child Home	Viloria-Fisher	\$1,000
Environmental Centers Setauket/Smithtown Sweetbriar Nature Center	Nowick	\$3,000
Family Service League	Viloria-Fisher	\$1,000
Fighting Chance, Inc.	Schneiderman	\$1,485
Fischer-Hewins VFW Post #6249	Losquadro	\$2,000
Friends of East Northport Public Library	Nowick	\$3,000
Friends of St. Patrick	Losquadro	\$2,000
Friends of the Retired Senior Volunteer Program	Cilmi	\$1,000
Friends of the Retired Senior Volunteer Program	Nowick	\$1,500
Friends of the Retired Senior Volunteer Program	Viloria-Fisher	\$1,000

AGENCY	SPONSOR	AMOUNT
Flanders Riverside Northampton Community Association (FRNCA)	Schneiderman	\$1,500
Girl Scouts of Suffolk County, Inc.	Lindsay	\$1,000
Great South Bay Power Squadron	Cilmi	\$1,000
Hampton Bays Public Library	Schneiderman	\$1,500
Historical Society of Islip Hamlet	Cilmi	\$1,000
Interfaith Nutrition Network (Thee Island Inn)	Losquadro	\$2,000
Long Island Child and Family Development Services, Inc.	Schneiderman	\$1,000
Long Island Citizens for Community Values	Gregory	\$1,000
Long Island Citizens for Community Values	Horsley	\$1,500
Long Island Pine Barrens Society	Losquadro	\$1,000
Marine Corps League, Inc.	Stern	\$1,000
Mercy Center Ministries	Eddington	\$1,000
Montauk Fire Department	Schneiderman	\$2,000
Montauk Library	Schneiderman	\$1,000
Music Lovers Club	Cilmi	\$1,000
North Lindenhurst Civic Association	Gregory	\$2,000
Riverhead Community Awareness Program (CAP)	Schneiderman	\$1,000
Rusy Bohm Post #411 American Legion, Inc.	Cilmi	\$1,000
St. Anthony of Padua Roman Catholic Church Outreach	Losquadro	\$2,000
St. Louise de Montfort Roman Catholic Church Outreach	Losquadro	\$2,000
Second Chance Wildlife Rescue	Eddington	\$2,000
Shoreham Civic Organization	Losquadro	\$1,000
Shoreham Wading River Wildcat Athletic Club	Losquadro	\$1,000
Soly Sombra Spanish Dance Co.	Viloria-Fisher	\$1,000
Southampton Township Wild Fowl Assoc., Inc.	Schneiderman	\$1,500
Springs Community Presbyterian Church Food Pantry	Schneiderman	\$1,500
Suffolk County United Veterans, Inc., Halfway House Project	Cilmi	\$1,000
The Bridgehampton Child Care & Recreational Center	Schneiderman	\$1,500
The Community Programs Center of Long Island	Viloria-Fisher	\$1,000
The Daily Bread Soup Kitchen and Food Pantry @ St. James Church	Viloria-Fisher	\$1,000
Veterans of Foreign Wars, Post #395	Nowick	\$2,000
Westhampton Cultural Consortium	Schneiderman	\$1,500

and be it further

2nd **RESOLVED**, that funding for this purpose shall be expended from Fund 001-LEG-1012-4981.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY CHARTER

s:/procedural motions/2010/CSI PM Phase III

1672

Intro. Res. No. -2010
Introduced by Legislator Schneiderman

Laid on Table 6/8/10

**RESOLUTION NO. -2010, MANDATING IMPLEMENTATION
OF COMPREHENSIVE PLAN TO HOUSE HOMELESS SEX
OFFENDERS**

WHEREAS, Resolution No. 417-2010 terminated the voucher system employed by the Department of Social Services to house homeless sex offenders; and

WHEREAS, one of the key goals underlying Resolution No. 417-2010 was to close the sex offender trailers sited in Riverhead and Westhampton; and

WHEREAS, Resolution No. 417-2010 directed the Department of Social Services to develop a new comprehensive program to house homeless sex offenders in congregate shelters located on an equitable basis throughout Suffolk County; and

WHEREAS, Resolution No. 417-2010 did not provide a date certain for implementation of the new comprehensive program for housing sex offenders; now, therefore be it

1st RESOLVED, that the Department of Social Services is hereby directed to implement the new program for housing homeless sex offenders in congregate shelters, as provided for in Resolution No. 417-2010, no later than October 15, 2010; 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:

s:\res\lr-mandate-implementation-house-homeless-sex-offenders

H673
Intro Res. No. - 2010
Introduced by Presiding Officer on request of County Executive

Laid on Table 6/8/10

**RESOLUTION NO. - 2007, ACCEPTING AND APPROPRIATING
A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT FOR AN EMERGENCY SHELTER
GRANTS PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN AGREEMENT**

WHEREAS, the Suffolk County Community Development Office has been awarded an Emergency Shelter Grant for fiscal year 2010 under Title IV of the Stewart B. McKinney Homeless Assistance Act, Subpart B, P.O. 100-77; and

WHEREAS, the County has been awarded an Emergency Shelter Grant in the amount of \$160,489; and

WHEREAS, \$8,100 of said funds are to be used for operational costs; and

WHEREAS, these funds have been included in the 2010 Adopted Operating Budget, now, therefore, be it

1st RESOLVED, that the Suffolk County Legislature hereby authorizes the County Executive or his designee to accept the Emergency Shelter Grant and to contract with the cooperating non-profit organizations for the expenditure of these funds; and, be it further

2nd RESOLVED, that \$8,100 of these funds be used to reimburse budgeted county expenses and that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate the following funds.

REVENUES:

AMOUNT

354-4910 Federal Aid: Community Development \$160,489

ORGANIZATIONS:

ECONOMIC DEVELOPMENT
EMERGENCY SHELTER GRANTS PROGRAM
354-CDV-8782

Contracted Services

\$152,389

4980-Contracted Agencies

\$152,389

INTERFUND TRANSFER
TRANSFER TO FUND 351
IFT-9600

354-IFT-E351 Transfer to Fund 351 Comm Dev Admin

\$ 8,100

and be it further

Intro Res. No. - 2010

and be it further

3rd RESOLVED, that the reporting category for the County Integrated Financial Management System (IFMS) is CD10.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

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

1. Type of Legislation Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation Accepting and Appropriating the 2010 Emergency Shelter Grant.		
3. Purpose of Proposed Legislation To appropriate an Emergency Shelter Grant of \$160,489 from the Department of Housing and Urban Development and authorizing the County Executive to execute an Agreement.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No <u> </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District <input type="checkbox"/>	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact Resolution will provide federal funds to continue with homeless housing assistance to DSS clients.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding 100% Federal Department of Housing and Urban Development.		
9. Timing of Impact June, 2010		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE

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

Submitting Department (Dept. Name & Location): Economic Development/ Community Development P.O. Box 6100 Hauppauge, N.Y. 11788	Department of Contact Person (Name & Phone No.): Carolyn Fahey Economic Development/Community Development (631) 853-4833
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Suggestion Involves:

Technical Amendment _____

Grant Award X

New Program _____

Contract _____

New _____

Rev. _____

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

Resolution will enable County to continue to provide federal funds to non-profit agencies to assist homeless families. Resolution will provide \$160,489 in federal grant funds to assist non-profit agencies and County with emergency shelters for the homeless.

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

Not applicable.

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN Form 175a (10/95) Prior editions of this form are obsolete.

1674

6/8/10

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

RESOLUTION NO. - 2010, ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR A HOME INVESTMENT PARTNERSHIPS PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS

WHEREAS, the Suffolk County Department of Economic Development/Community Development Division has submitted an application for a HOME Investment Partnership Program Grant for Federal Fiscal Year 2010 under Title II of the National Affordable Housing Act of 1990 (P.L. 101-625); and

WHEREAS, the County has been awarded a HOME Investment Partnership Program FY 2010 grant in the amount of \$2,390,863; and

WHEREAS, \$2,390,863 of said funds are to be used for operational costs; and

WHEREAS, these funds have been included in the 2010 Adopted Operating Budget; now, therefore, be it

1st RESOLVED, that the Suffolk County Legislature hereby authorizes the County Executive or his designee to accept the HOME Investment Partnerships grant and to contract with HUD, cooperating municipalities, non-profit and for-profit organizations for the expenditure of these funds; and be it further

2nd RESOLVED, that \$2,390,863 of these funds be used to reimburse budgeted county expenses and that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate the following funds:

<u>REVENUES:</u>	<u>AMOUNT</u>
353-4911 Federal Aid: Community Development	\$2,390,863

ORGANIZATIONS:

ECONOMIC DEVELOPMENT HOME INVESTMENT PARTNERSHIPS 353-CDV-8776	
<u>Contracted Services</u>	<u>\$2,151,777</u>
4980-Contracted Agencies	\$2,151,777

Intro. Res. No. – 2010

INTERFUND TRANSFER
TRANSFER TO FUND 351
IFT-9600

353-IFT-E351 Transfer to Fund 351 Comm Dev Admin \$239,086

and be it further

3RD RESOLVED, that the reporting category for the County Integrated Financial Management System (IFMS) is CD12; and be it further

4th RESOLVED, that this Legislature being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes Type II action, pursuant to 6 NYCRR.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation Accepting and Appropriating the 2010 HOME Investment Partnership Grant.		
3. Purpose of Proposed Legislation Resolution accepts and appropriates the 2010 fiscal year HOME grant from the Department of Housing and Urban Development and authorizes the County Executive to enter into Agreements with participating agencies.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District <input type="checkbox"/>	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact Resolution will provide \$2,390,863 in federal funding to proceed with County and Town Affordable housing programs.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding 100% U.S. Department of Housing and Urban Development		
9. Timing of Impact June, 2010		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date

RESOLUTION NO. - 2010 ACCEPTING AND APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS

WHEREAS, the County Legislature by Resolution No. 598-1999 authorized the County Executive to enter into cooperation agreements with towns and villages to apply for Federal Aid for Community Development; and

WHEREAS, the Department of Economic Development/Community Development Division has submitted an application for a Community Development Entitlement Block Grant for Federal Fiscal Year 2010 under the Housing and Community Development Acts of 1974 (P.L. 93-383) as amended; and

WHEREAS, the County Consortium has been awarded a FY 2010 entitlement Community Development Block Grant in the amount of \$4,007,189; and has program income of \$32,000; and unappropriated FY 2009 grants of \$116,661; and

WHEREAS, \$526,850 of said funds are to be used for operational costs; and

WHEREAS, these funds have already been included in the 2010 Adopted Operating Budget to offset operational costs; and

WHEREAS, the programs developed under the grant have been approved by the Consortium municipalities and coordination of these programs is essential to the success and continuation of the program; now, therefore, be it

1st RESOLVED, that the Suffolk County Legislature hereby authorizes the County Executive to accept the Community Development Block Grant and to contract with HUD and the cooperating municipalities for the expenditure of these funds; and be it further

2nd RESOLVED, that \$526,850 of these funds be used to reimburse budgeted county expenses and that the County Comptroller and the County Treasurer be and they hereby are authorized to accept and appropriate the following funds.

REVENUES:

352-4920 Federal Aid:	Community Development	\$4,007,189
	Program Income	\$ 32,000

ORGANIZATIONS:

ECONOMIC DEVELOPMENT
GRANTS TO COOPERATING MUNICIPALITIES
352-CDV-8035

<u>4980-Contracted Services</u>	\$3,597,000
4980-Contracted Agencies TOWN OF BROOKHAVEN 352-9279-JJE1	\$2,228,000
4980-Contracted Agencies TOWN OF EAST HAMPTON 352-9279-JJF1	138,000
4980-Contracted Agencies TOWN OF RIVERHEAD 352-9279-JJG1	186,000
4980-Contracted Agencies TOWN OF SHELTER ISLAND 352-9279-JJH1	19,000
4980-Contracted Agencies TOWN OF SMITHTOWN 352-9279-JJI1	322,000
4980-Contracted Agencies TOWN OF SOUTHAMPTON 352-9279-JJJ1	204,000
4980-Contracted Agencies TOWN OF SOUTHOLD 352-9279-JJK1	130,000
4980-Contracted Agencies VILLAGE OF BELLPORT 352-9279-JJLI	18,000
4980-Contracted Agencies VILLAGE OF LAKE GROVE 352-9279-JJMI	52,000
4980-Contracted Agencies VILLAGE OF PATCHOGUE 352-9279-JJNI	222,000
4980-Contracted Agencies VILLAGE OF PORT JEFFERSON 352-9279-JJO1	23,000
4980-Contracted Agencies VILLAGE OF SAG HARBOR 352-9279-JJP1	16,000
4980-Contracted Agencies VILLAGE OF SOUTHAMPTON 352-9279-JJQ1	25,000
4980-Contracted Agencies VILLAGE OF WESTHAMPTON BEACH 352-9279-JJR1	14,000

INTERFUND TRANSFER
TRANSFER TO FUND 351
IFT-9600

352-IFT-E351 Transfer to Fund 351 Comm Dev Admin
\$526,850

and be it further

3rd RESOLVED, that the reporting category for the County Integrated Financial Management System (IFMS) is CD11; and be it further

4th RESOLVED, that this Legislature being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes Type II action, pursuant to 6 NYCRR.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation Resolution Accepting and Appropriating a grant from the Department of Housing and Urban Development for a Community Development Block Grant.		
3. Purpose of Proposed Legislation Resolution will allow the Suffolk County Consortium to receive \$4,007,189 in federal community development block grants for housing and neighborhood revitalization.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No <u> </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District <input type="checkbox"/>	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: Resolution will provide federal funds to county, towns, and villages to continue to fund Neighborhood revitalization, home improvements and public improvement activities.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding 100% Federal Community Development Block Grant		
9. Timing of Impact June, 2010		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date

TO: Kenneth Crannell
Deputy County Executive

FROM: Carolyn Fahey
Economic Development and Workforce Housing

DATE: May11, 2010

RE: FY 2010 Community Development Resolutions

Attached please find the fiscal year 2010 Resolutions for the Community Development Block Grant, HOME Investment Partnership Program and the Emergency Shelter Grant. Please lay all three Resolutions on the table at the June 8, 2010 Legislative meeting. An electronic version of the Resolution and backup was sent to "CE RESO Review" under the following titles:

Reso-CD-Community Development Block Grant Acceptance
Backup-CD-Community Development Block Grant Acceptance SCIN 175a, 175b

Reso-CD-HOME Acceptance
Backup-CD-HOME Acceptance SCIN 175a, 175b

Reso-CD-ESG Grant Acceptance
Backup-CD-ESG Grant Acceptance SCIN 175a, 175b

Should you have any questions regarding the resolutions, please do not hesitate to contact me. Thank you for your assistance.

CEF:rf

cc: Chris E. Kent, Deputy County Executive

Yves Michel, Commissioner
Economic Development and Workforce Housing

1672

Intro. Res. No. -2010
Introduced by Legislator Schneiderman

Laid on Table 6/8/10

**RESOLUTION NO. -2010, MANDATING IMPLEMENTATION
OF COMPREHENSIVE PLAN TO HOUSE HOMELESS SEX
OFFENDERS**

WHEREAS, Resolution No. 417-2010 terminated the voucher system employed by the Department of Social Services to house homeless sex offenders; and

WHEREAS, one of the key goals underlying Resolution No. 417-2010 was to close the sex offender trailers sited in Riverhead and Westhampton; and

WHEREAS, Resolution No. 417-2010 directed the Department of Social Services to develop a new comprehensive program to house homeless sex offenders in congregate shelters located on an equitable basis throughout Suffolk County; and

WHEREAS, Resolution No. 417-2010 did not provide a date certain for implementation of the new comprehensive program for housing sex offenders; now, therefore be it

1st RESOLVED, that the Department of Social Services is hereby directed to implement the new program for housing homeless sex offenders in congregate shelters, as provided for in Resolution No. 417-2010, no later than October 15, 2010; 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:

1673
Intro Res. No. - 2010
Introduced by Presiding Officer on request of County Executive

Laid on Table 6/8/10

**RESOLUTION NO. - 2007, ACCEPTING AND APPROPRIATING
A 100% REIMBURSED GRANT FROM THE U.S. DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT FOR AN EMERGENCY SHELTER
GRANTS PROGRAM AND AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE AN AGREEMENT**

WHEREAS, the Suffolk County Community Development Office has been awarded an Emergency Shelter Grant for fiscal year 2010 under Title IV of the Stewart B. McKinney Homeless Assistance Act, Subpart B, P.O. 100-77; and

WHEREAS, the County has been awarded an Emergency Shelter Grant in the amount of \$160,489; and

WHEREAS, \$8,100 of said funds are to be used for operational costs; and

WHEREAS, these funds have been included in the 2010 Adopted Operating Budget, now, therefore, be it

1st RESOLVED, that the Suffolk County Legislature hereby authorizes the County Executive or his designee to accept the Emergency Shelter Grant and to contract with the cooperating non-profit organizations for the expenditure of these funds; and, be it further

2nd RESOLVED, that \$8,100 of these funds be used to reimburse budgeted county expenses and that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate the following funds.

REVENUES:

AMOUNT

354-4910 Federal Aid: Community Development \$160,489

ORGANIZATIONS:

ECONOMIC DEVELOPMENT
EMERGENCY SHELTER GRANTS PROGRAM
354-CDV-8782

Contracted Services \$152,389
4980-Contracted Agencies \$152,389

INTERFUND TRANSFER
TRANSFER TO FUND 351
IFT-9600

354-IFT-E351 Transfer to Fund 351 Comm Dev Admin \$ 8,100

and be it further

Intro Res. No. - 2010

and be it further

3rd RESOLVED, that the reporting category for the County Integrated Financial Management System (IFMS) is CD10.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

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

1. Type of Legislation Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation Accepting and Appropriating the 2010 Emergency Shelter Grant.		
3. Purpose of Proposed Legislation To appropriate an Emergency Shelter Grant of \$160,489 from the Department of Housing and Urban Development and authorizing the County Executive to execute an Agreement.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No <u> </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District <input type="checkbox"/>	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact Resolution will provide federal funds to continue with homeless housing assistance to DSS clients.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding 100% Federal Department of Housing and Urban Development.		
9. Timing of Impact June, 2010		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE

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

Submitting Department (Dept. Name & Location): Economic Development/ Community Development P.O. Box 6100 Hauppauge, N.Y. 11788	Department of Contact Person (Name & Phone No.): Carolyn Fahey Economic Development/Community Development (631) 853-4833
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Suggestion Involves:

Technical Amendment _____	New Program _____
Grant Award <u> X </u>	Contract _____
	New _____
	Rev. _____

Summary of Problem: (Explanation of why this legislation is needed.)
Resolution will enable County to continue to provide federal funds to non-profit agencies to assist homeless families. Resolution will provide \$160,489 in federal grant funds to assist non-profit agencies and County with emergency shelters for the homeless.

Proposed Changes in Present Statute: (Please specify section when possible.)
Not applicable.

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN Form 175a (10/95) Prior editions of this form are obsolete.

1674
Intro. Res. No. -2010 Laid on Table
Introduced by Presiding Officer on request of the County Executive

6/8/10

**RESOLUTION NO. - 2010, ACCEPTING AND
APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR
A HOME INVESTMENT PARTNERSHIPS PROGRAM AND
AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS**

WHEREAS, the Suffolk County Department of Economic Development/Community Development Division has submitted an application for a HOME Investment Partnership Program Grant for Federal Fiscal Year 2010 under Title II of the National Affordable Housing Act of 1990 (P.L. 101-625); and

WHEREAS, the County has been awarded a HOME Investment Partnership Program FY 2010 grant in the amount of \$2,390,863; and

WHEREAS, \$2,390,863 of said funds are to be used for operational costs; and

WHEREAS, these funds have been included in the 2010 Adopted Operating Budget; now, therefore, be it

1st RESOLVED, that the Suffolk County Legislature hereby authorizes the County Executive or his designee to accept the HOME Investment Partnerships grant and to contract with HUD, cooperating municipalities, non-profit and for-profit organizations for the expenditure of these funds; and be it further

2nd RESOLVED, that \$2,390,863 of these funds be used to reimburse budgeted county expenses and that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate the following funds:

<u>REVENUES:</u>	<u>AMOUNT</u>
353-4911 Federal Aid: Community Development	\$2,390,863

ORGANIZATIONS:

	<u>AMOUNT</u>
ECONOMIC DEVELOPMENT HOME INVESTMENT PARTNERSHIPS 353-CDV-8776	
<u>Contracted Services</u>	<u>\$2,151,777</u>
4980-Contracted Agencies	\$2,151,777

Intro. Res. No. – 2010

INTERFUND TRANSFER
TRANSFER TO FUND 351
IFT-9600

353-IFT-E351 Transfer to Fund 351 Comm Dev Admin \$239,086

and be it further

3RD RESOLVED, that the reporting category for the County Integrated Financial Management System (IFMS) is CD12; and be it further

4th RESOLVED, that this Legislature being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes Type II action, pursuant to 6 NYCRR.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation Accepting and Appropriating the 2010 HOME Investment Partnership Grant.		
3. Purpose of Proposed Legislation Resolution accepts and appropriates the 2010 fiscal year HOME grant from the Department of Housing and Urban Development and authorizes the County Executive to enter into Agreements with participating agencies.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No <u> </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District <input type="checkbox"/>	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact Resolution will provide \$2,390,863 in federal funding to proceed with County and Town Affordable housing programs.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding 100% U.S. Department of Housing and Urban Development		
9. Timing of Impact June, 2010		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date

Intro Res. No. ¹⁶⁷⁵ - 2010
Introduced by Presiding Officer on request of County Executive

Laid on Table on 6/8/10

**RESOLUTION NO. - 2010 ACCEPTING AND
APPROPRIATING A 100% REIMBURSED GRANT FROM THE U.S.
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND
AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AGREEMENTS**

WHEREAS, the County Legislature by Resolution No. 598-1999 authorized the County Executive to enter into cooperation agreements with towns and villages to apply for Federal Aid for Community Development; and

WHEREAS, the Department of Economic Development/Community Development Division has submitted an application for a Community Development Entitlement Block Grant for Federal Fiscal Year 2010 under the Housing and Community Development Acts of 1974 (P.L. 93-383) as amended; and

WHEREAS, the County Consortium has been awarded a FY 2010 entitlement Community Development Block Grant in the amount of \$4,007,189; and has program income of \$32,000; and unappropriated FY 2009 grants of \$116,661; and

WHEREAS, \$526,850 of said funds are to be used for operational costs; and

WHEREAS, these funds have already been included in the 2010 Adopted Operating Budget to offset operational costs; and

WHEREAS, the programs developed under the grant have been approved by the Consortium municipalities and coordination of these programs is essential to the success and continuation of the program; now, therefore, be it

1st RESOLVED, that the Suffolk County Legislature hereby authorizes the County Executive to accept the Community Development Block Grant and to contract with HUD and the cooperating municipalities for the expenditure of these funds; and be it further

2nd RESOLVED, that \$526,850 of these funds be used to reimburse budgeted county expenses and that the County Comptroller and the County Treasurer be and they hereby are authorized to accept and appropriate the following funds.

REVENUES:

352-4920 Federal Aid:	Community Development	<u>\$4,007,189</u>
	Program Income	\$ 32,000

ORGANIZATIONS:

ECONOMIC DEVELOPMENT
GRANTS TO COOPERATING MUNICIPALITIES
352-CDV-8035

<u>4980-Contracted Services</u>	\$3,597,000
4980-Contracted Agencies TOWN OF BROOKHAVEN 352-9279-JJE1	\$2,228,000
4980-Contracted Agencies TOWN OF EAST HAMPTON 352-9279-JJF1	138,000
4980-Contracted Agencies TOWN OF RIVERHEAD 352-9279-JJG1	186,000
4980-Contracted Agencies TOWN OF SHELTER ISLAND 352-9279-JJH1	19,000
4980-Contracted Agencies TOWN OF SMITHTOWN 352-9279-JJI1	322,000
4980-Contracted Agencies TOWN OF SOUTHAMPTON 352-9279-JJJ1	204,000
4980-Contracted Agencies TOWN OF SOUTHOLD 352-9279-JJK1	130,000
4980-Contracted Agencies VILLAGE OF BELLPORT 352-9279-JJLI	18,000
4980-Contracted Agencies VILLAGE OF LAKE GROVE 352-9279-JJMI	52,000
4980-Contracted Agencies VILLAGE OF PATCHOGUE 352-9279-JJNI	222,000
4980-Contracted Agencies VILLAGE OF PORT JEFFERSON 352-9279-JJO1	23,000
4980-Contracted Agencies VILLAGE OF SAG HARBOR 352-9279-JJP1	16,000
4980-Contracted Agencies VILLAGE OF SOUTHAMPTON 352-9279-JJQ1	25,000
4980-Contracted Agencies VILLAGE OF WESTHAMPTON BEACH 352-9279-JJR1	14,000

INTERFUND TRANSFER
TRANSFER TO FUND 351
IFT-9600

352-IFT-E351 Transfer to Fund 351 Comm Dev Admin
\$526,850

and be it further

3rd RESOLVED, that the reporting category for the County Integrated Financial Management System (IFMS) is CD11; and be it further

4th RESOLVED, that this Legislature being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes Type II action, pursuant to 6 NYCRR.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation Resolution Accepting and Appropriating a grant from the Department of Housing and Urban Development for a Community Development Block Grant.		
3. Purpose of Proposed Legislation Resolution will allow the Suffolk County Consortium to receive \$4,007,189 in federal community development block grants for housing and neighborhood revitalization.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No <u> </u>		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District <input type="checkbox"/>	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: Resolution will provide federal funds to county, towns, and villages to continue to fund Neighborhood revitalization, home improvements and public improvement activities.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding 100% Federal Community Development Block Grant		
9. Timing of Impact June, 2010		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date

TO: Kenneth Crannell
Deputy County Executive

FROM: Carolyn Fahey
Economic Development and Workforce Housing

DATE: May11, 2010

RE: FY 2010 Community Development Resolutions

Attached please find the fiscal year 2010 Resolutions for the Community Development Block Grant, HOME Investment Partnership Program and the Emergency Shelter Grant. Please lay all three Resolutions on the table at the June 8, 2010 Legislative meeting. An electronic version of the Resolution and backup was sent to "CE RESO Review" under the following titles:

Reso-CD-Community Development Block Grant Acceptance
Backup-CD-Community Development Block Grant Acceptance SCIN 175a, 175b

Reso-CD-HOME Acceptance
Backup-CD-HOME Acceptance SCIN 175a, 175b

Reso-CD-ESG Grant Acceptance
Backup-CD-ESG Grant Acceptance SCIN 175a, 175b

Should you have any questions regarding the resolutions, please do not hesitate to contact me. Thank you for your assistance.

CEF:rf

cc: Chris E. Kent, Deputy County Executive

Yves Michel, Commissioner
Economic Development and Workforce Housing

Intro. Res. No.

1676-10

Laid on Table

6/8/10

Introduced by Presiding Officer, on request of County Executive

**RESOLUTION NO. -2010, APPROPRIATING
ACCEPTED GRANT FUNDS IN CONNECTION WITH
CAPITAL PROJECT 5739 - PAVEMENT MANAGEMENT
REHABILITATION FOR GABRESKI AIRPORT**

WHEREAS, Resolution numbers 384-2009, 677,2009, and 12-2010 permitted the County to accept grant funds from the Federal Aviation Administration and New York State Department Of Transportation for assistance in the Pavement Management Rehabilitation Program (CP5739) at Gabreski Airport; and

WHEREAS, 95% of the total project costs are funded by the Federal Aviation Administration, 2.5% by New York State; and 2.5% by the County; and

WHEREAS, the total project cost is \$10,621,306 of which \$10,355,773 is Federal and State funded; and

WHEREAS, an amount of \$259,520 in previously accepted grant funds must be added and appropriated to cover the project costs; 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 2008 Capital Budget as the basis for funding capital projects such as this; and

WHEREAS, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, has made its determination that the proposed action is a Type II action under the provisions of NYCRR Part 617.5 and therefore SEQRA is complete; now, therefore be it

1st **RESOLVED**, that it is hereby determined that this project, with a priority ranking of seventy-nine (79) 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

2nd **RESOLVED**, that \$259,520 in previously accepted grant funds will be appropriated to cover the project costs; be it further

3rd **RESOLVED**, that the Department of Economic Development and Workforce Housing pursuant to Section 42-3 (A) of the Suffolk County Charter, and the Department of Public Works pursuant to Section C8-2 (X) of the Suffolk County Charter are hereby authorized, empowered and directed to take such action as may be necessary to complete this project.

DATED:

APPROVED BY:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation		
RESOLUTION NO. -2010, APPROPRIATING ACCEPTED GRANT FUNDS IN CONNECTION WITH CAPITAL PROJECT 5739 - PAVEMENT MANAGEMENT REHABILITATION FOR GABRESKI AIRPORT		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No <u> </u>		
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		
95% of the total project costs are funded by the Federal Aviation Administration, 2.5% by New York State; and 2.5% by the County; and		
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		
2011		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		June 8th, 2010

SCIN FORM 175b (10/95)

1677

Intro. Res. No. -2010
Introduced by Presiding Officer Lindsay

Laid on Table 6/8/10

**RESOLUTION NO. -2010, ADVANCING FUNDING FOR
THE NEW YORK PHILHARMONIC ANNUAL SUMMER
CONCERT**

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

WHEREAS, tens of thousands of Suffolk County residents attend the New York Philharmonic's performance each year; and

WHEREAS, New York State's budget problems led to the cancellation of the Philharmonic's Heckscher concert in 2009; and

WHEREAS, the Suffolk County Legislature included \$75,000 in the 2010 Operating Budget for the Islip Arts Council, for the express purpose of funding the New York Philharmonic's concert in Heckscher State Park on July 17, 2010; and

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

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

WHEREAS, it is necessary for the County of Suffolk to advance \$75,000 to the Islip Arts Council to insure that the Philharmonic's concert "Under the Stars" happens in 2010; now, therefore be it

1st RESOLVED, that the Department of Economic Development and Workforce Housing is hereby authorized, empowered and directed to advance the \$75,000 included in the 2010 Operating Budget for the Islip Arts Council (Fund 192, Department of Economic Development and Workforce Housing, Unit 6414, Activity BBU1) to the Islip Arts Council by July 10, 2010; and be it further

2nd RESOLVED, that the Suffolk County Treasurer and the Suffolk County Comptroller are hereby authorized and empowered to take all actions necessary to facilitate the advance of the above described funds to the Islip Arts Council by July 10, 2010; and be it further

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

4th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency

administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\advance-funding-ny-philharmonic