

Introduced by Presiding Officer Lindsay

Laid on Table

8/3/10

**PROCEDURAL RESOLUTION NO. 15 -2010, TO SET A
PUBLIC HEARING FOR THE INCLUSION OF NEW
PARCELS INTO EXISTING CERTIFIED AGRICULTURAL
DISTRICTS IN THE COUNTY OF SUFFOLK**

WHEREAS, Section 25-AA of the NEW YORK AGRICULTURE AND MARKETS LAW, allows the annual inclusion of predominantly viable agricultural land within certified agricultural districts; and

WHEREAS, in accordance with §25-AA of the NEW YORK AGRICULTURE AND MARKETS LAW, the County Legislature must hold a public hearing on the proposed inclusion of land into existing agricultural districts; and

WHEREAS, the Suffolk County Agricultural Farmland Protection Board has recommended that one hundred thirty seven (137) parcels totaling two thousand three hundred eleven and two tenths (2,311.2) acres in the Towns of Brookhaven, East Hampton, Riverhead, Southampton, and Southold and in the Villages of Nissequogue and Southampton be added to existing agricultural districts as set forth in the attached Exhibit "A"; now, therefore be it

1st RESOLVED, that, pursuant to §25-AA of the NEW YORK AGRICULTURE AND MARKETS LAWS, a public hearing shall be scheduled and held by the Suffolk County Legislature on August 17, 2010 at 2:30 p.m. in the Maxine S. Postal Auditorium in the Riverhead County Center for the purpose of inclusion of new parcels into existing certified Agricultural Districts in the Towns of Brookhaven, East Hampton, Riverhead, Southampton, and Southold and in the Villages of Nissequogue and Southampton.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO §A2-15(A) OF THE SUFFOLK COUNTY ADMINISTRATIVE CODE

Exhibit A

Parcels for Inclusion in Existing Certified Agricultural Districts as Recommended by the
Suffolk County Agricultural and Farmland Protection Board

Tax Map Number	Name	Acres	Ag. District Number
0200 02300 0400 036001	Spy Coast Farms, LLC	18.9	3
0200 02300 0400 036002	Riding Fields, LLC	1.1	3
0200 02300 0400 036003	Visitors House, LLC	1.3	3
0200 04300 0100 003005	R. & L. Lourie Revocable Trusts	10.0	3
0200 84700 0300 030002	Kenneth G. Glover	1.9	3
0200 84700 0300 030004	Kenneth G. Glover	6.9	3
0200 84700 0300 030005	Kenneth G. Glover	3.5	3
0200 84700 0300 030006	Kenneth G. Glover	23.2	3
0200 97420 0200 010004	Cedric & Lyda Puleston	12.3	3
0200 97630 0100 018001	Cedric & Lyda Puleston	1.7	3
0300 14900 0400 004006	PECONIC LAND TRUST INC	8.7	5
0300 15700 0200 015003	Kenneth G. Schwenk	33.4	5
0300 15700 0300 011004	FONSECA	28.7	5
0300 15700 0300 012002	OSBORNE	25.2	5
0300 15900 0100 007000	EAST HAMPTON TOWN OF	13.8	5
0300 18500 0100 020004	SUFFOLK COUNTY	20.1	5
0300 18500 0100 020005	GARDINER	20.3	5
0300 19600 0100 008011	MCCAFFREY	14.2	5
0300 19600 0100 011003	MCCAFFREY	1.2	5
0300 19700 0400 002001	55 WAINSCOTT HOLLOW LLC	40.0	5
0300 19700 0400 012000	SUFFOLK	12.0	5
0300 20000 0200 048004	TOPPING	11.9	5
0300 20000 0200 048005	THE TOPPING LIMITED PARTNERSHIP II	1.9	5
0300 20000 0200 048006	TOPPING	2.0	5
0300 20000 0200 048007	TOPPING LIMITED PARTNERSHIP	2.7	5
0600 02200 0100 001004	David McLarin & Ellen Gabrielsen	2.3	7
0600 02200 0100 001008	David McLarin & Ellen Gabrielsen	5.0	7
0600 02200 0100 001011	David McLarin & Ellen Gabrielsen	9.1	7
0600 04100 0200 002006	Austin H. Warner, Jr.	58.3	7
0600 04500 0100 013003	Peter & Doreen Haarmann	5.5	7
0600 06200 0100 006000	Austin H. Warner, Jr.	47.4	7
0600 06300 0200 004001	M. & J.A. Bell 2008 Revocable Trusts and R.E. Bell	1.8	7
0600 06300 0200 004002	M. & J.A. Bell 2008 Revocable Trusts and R.E. Bell	19.8	7
0600 08600 0200 010000	Blanche Conklin & Faye Anderson	11.3	7
0600 09900 0200 013008	Edmund Hodun, Jr.	31.8	7
0600 13400 0100 008004	Castle Court, LLC	19.4	7

Tax Map Number	Name	Acres	Ag. District Number
0802 01200 0100 003005	Branglebrink, LLC	5.3	3
0802 01200 0100 003006	Branglebrink, LLC	21.7	3
0900 03600 0100 023002	NATHANIEL C A KRAMER TRUST	25.9	5
0900 03700 0100 002004	DOMI VITA LLC	1.0	5
0900 03700 0100 002009	WOLFF	2.9	5
0900 03700 0100 003006	WOLFF	0.3	5
0900 03700 0100 004004	WOLFF	7.0	5
0900 03700 0100 004006	WOLFF	82.1	5
0900 03700 0100 023000	COUNTY OF SUFFOLK	0.0	5
0900 03700 0200 003007	POPA	1.9	5
0900 03700 0200 003009	WOLFF	1.0	5
0900 03900 0100 018000	SCUTTLE POND LP	16.6	5
0900 04900 0100 008007	SOUTHAMPTON TOWN OF	34.9	5
0900 04900 0100 008009	SOUTHAMPTON TOWN OF	27.8	5
0900 04900 0100 008010	BENJAMIN H CONKLIN REVOCABLE TRUST	0.9	5
0900 04900 0100 008011	BENJAMIN H CONKLIN REVOCABLE TRUST	9.5	5
0900 04900 0100 010000	WOLFF	0.4	5
0900 05100 0100 001002	SUFFOLK COUNTY	67.3	5
0900 05100 0100 002006	FISHEL	10.5	5
0900 05100 0200 003021	STACHECKI	11.5	5
0900 06600 0100 018002	COUNTY OF SUFFOLK	25.4	5
0900 06600 0100 018003	COUNTY OF SUFFOLK	32.2	5
0900 06600 0100 020022	ROGERS	37.6	5
0900 06700 0100 001001	C R W LIMITED PARTNERSHIP	4.8	5
0900 06700 0100 001003	C R W LIMITED PARTNERSHIP	106.2	5
0900 06700 0100 006003	WM INVESTMENTS LLC	39.4	5
0900 06800 0100 001009	WILD OCEAN FARM LLC	26.2	5
0900 06800 0100 002033	DARKHORSE INC	13.9	5
0900 07000 0200 011000	NARROW LANE FARM LLC	2.2	5
0900 07200 0100 008001	MCCOY	14.0	5
0900 07800 0100 020001	THOMAS R STACHECKI LIVING TRUST	19.8	5
0900 08000 0200 008004	WESNOFSKE	72.4	5
0900 08000 0200 018001	SOUTHAMPTON TOWN OF	41.9	5
0900 08000 0200 018003	CORWITH	0.9	5
0900 08000 0200 018005	CPRE LLC	1.8	5
0900 08100 0200 007000	WATER MILL INVESTMENTS LLC	20.3	5
0900 08100 0300 027002	CONKLIN	4.4	5
0900 08100 0300 027003	CONKLIN	2.5	5
0900 08100 0300 027027	SOUTHAMPTON TOWN OF	47.3	5
0900 08100 0300 027031	WHELAN	1.8	5

Tax Map Number	Name	Acres	Ag. District Number
0900 08100 0300 029004	SOUTHAMPTON TOWN OF	11.4	5
0900 08100 0300 029005	GRUN	0.9	5
0900 08100 0300 034004	CONKLIN	1.3	5
0900 08200 0100 004001	COUNTY OF SUFFOLK	21.8	5
0900 08200 0100 004002	KRASZEWSKI JR	54.4	5
0900 08200 0100 009000	SUFFOLK COUNTY	26.6	5
0900 08200 0200 006008	GRUN	1.1	5
0900 08200 0200 006012	GRUN	2.1	5
0900 08200 0200 006013	GRUN	59.1	5
0900 08300 0100 004000	SILVERMAN	13.9	5
0900 08300 0100 006002	SEAY	1.0	5
0900 08300 0100 008003	TARNOPOL	38.0	5
0900 08300 0100 008006	RICHARDSON	0.9	5
0900 08300 0100 009002	SOUTHAMPTON TOWN OF	21.0	5
0900 08300 0100 009005	LONG POND AT BRIDGEHAMPTON LLC	2.5	5
0900 08300 0100 010001	SOUTHAMPTON TOWN OF	15.3	5
0900 08300 0100 026000	SOUTHAMPTON TOWN OF	11.6	5
0900 08400 0100 035055	BABINSKI	7.0	5
0900 08700 0300 021003	SOUTH FORK LAND FOUNDATION INC	20.4	5
0900 08700 0300 021004	SOUTH FORK LAND FOUNDATION INC	3.2	5
0900 08900 0100 016000	MCCOY	18.4	5
0900 10100 0100 003001	CORWITH	6.6	5
0900 10100 0100 003004	CORWITH	1.0	5
0900 10100 0100 003005	CORWITH	1.5	5
0900 10200 0100 001000	R NORTH LLC	19.7	5
0900 10200 0100 022000	SUFFOLK COUNTY	8.4	5
0900 10200 0200 002008	GTFOUR LLC	17.5	5
0900 10300 0200 045001	LUDLOW	1.3	5
0900 10300 0200 045014	LUDLOW	8.9	5
0900 11300 0100 004038	DEBELLIS	33.4	5
0900 11300 0300 002000	KRASZEWSKI JR	9.5	5
0900 11300 0300 005046	CORWITH FARMS INC	20.0	5
0900 11300 0300 008010	CORWITH	0.8	5
0900 11300 0300 008011	PICKERING	0.7	5
0900 11600 0100 017005	HALSEY	44.2	5
0900 13200 0200 009001	SCHAEFER	11.5	5
0900 13200 0200 009002	SOUTHAMPTON TOWN OF	12.1	5
0900 13200 0200 017020	14 NEWBERRY LANE LLC	5.1	5
0900 13200 0200 017021	16 NEWBERRY LANE LLC	10.6	5
0900 13300 0100 009000	MCLANE	3.9	5

Tax Map Number	Name	Acres	Ag. District Number
0900 13300 0100 010016	KRASZEWSKI	13.0	5
0900 13300 0200 011035	KRASZEWSKI JR	16.1	5
0900 13300 0200 021032	HALSEY	11.3	5
0900 13300 0400 007000	CORWITH FARMS INC	24.7	5
0900 19200 0100 003000	Brian V. & Monica Klug	10.0	5
0900 23500 0100 047001	Brian V. & Monica Klug	182.0	5
0900 30000 0200 005001	SOUTHAMPTON TOWN OF	9.7	5
0900 32500 0100 007002	GETTINGER	33.6	5
0900 32500 0100 007003	GETTINGER	10.6	5
0900 32500 0100 048001	TRENCH	0.1	5
0900 32500 0100 048002	TRENCH	0.6	5
0900 34900 0200 030000	RAYNOR	8.7	5
0900 35100 0200 001000	MASSEY	5.9	5
0900 35400 0400 076000	Donald A. Metcalf	12.7	5
0900 35400 0400 077000	Martina Olson	5.2	5
0900 35400 0400 078000	Martina Olson	5.5	5
0900 35400 0400 081004	Carol Rakobitsch	4.1	5
0904 03000 0100 048001	HALSEY JR	1.0	5
1000 04500 0600 008000	Thomas & WF Jurzenia	18.5	1
1000 13300 0200 007000	Dean & Louise Yaxa	2.6	1
1000 13300 0200 008000	Dean & Louise Yaxa	15.2	1
	TOTAL ACRES	2311.2	

**MOTION NO. 16 – 2010, PROCEDURAL RESOLUTION
AUTHORIZING FUNDING FOR COMMUNITY SUPPORT
INITIATIVES (PHASE V)**

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>
American Legion John R. Cacioppo Post 1848	Eddington	\$1,000
American Red Cross-Suffolk	Muratore	\$2,000
Amityville Little League	Gregory	\$2,500
Amityville Soccer League	Gregory	\$2,500
Bellport Little League	Browning	\$2,000
Bicycle Path School PTA	Muratore	\$1,000
Canine Companions for Independence	Cilmi	\$1,000
Christ the King Parish Outreach	Nowick	\$2,000
Disabled American Veterans Chapter 190	Muratore	\$1,040
East Islip Historical Society	Cilmi	\$1,000
East Quogue Chamber of Commerce	Schneiderman	\$1,500
Eugene Auer PTA	Muratore	\$1,000
Flanders Fire District	Schneiderman	\$1,500
For the Kids Foundation of East Islip	Cilmi	\$3,000
Girl Scouts of Suffolk County, Inc.	Gregory	\$1,000
Hampton Bays Civic Association	Schneiderman	\$1,000
Herstory Writers Workshop	Viloria-Fisher	\$1,000
Holbrook Road PTA	Muratore	\$1,000
Jacob's Light Foundation, Inc.	Stern	\$1,000
Jericho Elementary School PTA	Muratore	\$1,000
Kaeli Kramer Foundation	Muratore	\$2,000
Knights of Columbus/Our Lady of the Rosary	Stern	\$2,500
Literacy Suffolk, Inc.	Viloria-Fisher	\$1,000
Long Island Communities of Practice	Schneiderman	\$1,000
Long Island Seaport & EcoCenter, Inc.	Viloria-Fisher	\$1,000
Long Island Stingers	Lindsay	\$1,000
Long Island Teen Challenge	Gregory	\$2,000
Lumiere Ballet Co. Inc.	Gregory	\$1,000
Mastic Beach Property Owners Association	Browning	\$4,000
Middle Country Public Library	Muratore	\$2,000

M'Yad L'Yad-Helping Hands	Stern	\$1,000
National Assoc. Puerto Rican Hispanic Social Workers	Viloria-Fisher	\$1,000
New Lane Memorial Elementary PTA	Muratore	\$1,000
Newfield High School PTSA	Muratore	\$1,000
North Coleman Rd. School PTA	Muratore	\$1,000
Parish Resource Center	Losquadro	\$1,500
Response of Suffolk County, Inc.	Browning	\$1,000
Response of Suffolk County, Inc.	Viloria-Fisher	\$1,000
Sachem Little League	Lindsay	\$1,000
Sayville Village Improvement Society	Lindsay	\$1,000
St. Patrick Parish Outreach	Nowick	\$2,000
Suffolk County Coalition Against Domestic Violence	Cilmi	\$1,000
Suffolk County Sports Hall of Fame	Lindsay	\$1,000
The Right Start Foundation	Muratore	\$2,000
The Right Start Foundation	Horsley	\$3,000
The Right Start Foundation	Gregory	\$1,000
The Riverhead Foundation for Marine Research and	Schneiderman	\$1,500
The Ward Melville Heritage Organization	Viloria-Fisher	\$1,000
The Ward Melville Heritage Organization - Walk for Beauty	Viloria-Fisher	\$1,000
Three Village Historical Society	Viloria-Fisher	\$1,000
Town of Brookhaven-My War Project	Losquadro	\$1,000
Training Orchestra, Inc. DBA Gemini Youth Orchestra	Stern	\$1,500
West Babylon Beautification Society	Horsley	\$1,500
West Babylon Conference League, Inc.	Horsley	\$1,500
West Islip Daycare-Playground on the Sound	Barraga	\$2,500
William Floyd School District	Browning	\$2,000

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

**PROCEDURAL RESOLUTION NO. 17 - 2010,
AUTHORIZING RETENTION OF COUNSEL TO ASSIST
THE SPECIAL LEGISLATIVE COMMITTEE REVIEWING
THE OPERATIONS OF THE SUFFOLK COUNTY
ETHICS COMMISSION**

WHEREAS, it came to light several months ago that beginning in 2006, the Suffolk County Ethics Commission authorized the County Executive to file the State's Financial Disclosure Statement in lieu of the County's official financial disclosure statement; and

WHEREAS, the County's statement is more stringent and requires more disclosure than the State form; and

WHEREAS, other County officers may have received approval from the Ethics Commission to file a financial disclosure statement that varies from the County form; and

WHEREAS, it has also been reported that two ethics matters which arose from complaints filed by the County Executive's Office have been pending before the Ethics Commission for two years or more with no resolution; and

WHEREAS, these reported incidents have raised concerns that the County's ethics and disclosure laws are not being applied in a consistent fashion; and

WHEREAS, while much of the Ethics Commission's work must necessarily be performed in a confidential manner and it is the desire of the County Legislature to insulate the Commission from the political process to the maximum extent possible, the County Legislature must also exercise its oversight authority to ensure that the Ethics Commission is discharging its responsibilities in an appropriate and even-handed manner; and

WHEREAS, the Presiding Officer has established a Special Legislative Committee to review the operations and procedures of the Ethics Commission and to recommend any necessary corrective legislation; and

WHEREAS, after interviewing five (5) attorneys/law firms, the Special Committee recommends that Patrick Kevin Brosnahan, Jr., 73 Main Street, Babylon, NY 11702 be retained to serve as special counsel to the committee; now, therefore, be it

1st RESOLVED, that Patrick Kevin Brosnahan, Jr., 73 Main Street, Babylon, NY 11702 is hereby retained to serve as Counsel to the Special Legislative Committee reviewing the operations of the Suffolk County Ethics Commission; and be it further

2nd RESOLVED, that this Legislature hereby authorizes and directs the Presiding Officer to execute an agreement for such representation as may be necessary to carry out this resolution in an amount not to exceed \$23,500 of County Legislative funds; said amount to be paid from the Budget Review Office Fees-for-Services: Non-Employees (001-LEG-1025-4560 appropriation); and be it further

3rd **RESOLVED**, that the Budget Review Office and the Presiding Officer shall review and process for payment vouchers forwarded by the attorney retained for the purpose specified in this resolution; and be it further

4th **RESOLVED**, that all payments to the retained attorney shall be paid at a rate of \$250/hour.

DATED:

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

s:\procedural motions\pm-retain counsel for ethic committee

RESUME

procedural
motion 17

PATRICK KEVIN BROSNAHAN, JR., ESQ.

Residence

West Islip, New York 111795

Law Offices:

73 West Main Street

Babylon, New York 11702

Telephone (631) 661-8631

Facsimile No. (631) 661-3902

Age- 60 Resident of Suffolk County since 1960 Resident Town of Islip since 1983 Law Office - Babylon 1979

• Legal Employment:

- Braslow & Kinney, Esqs. 1974
- Dominic J. Baranello, Esq. 1975-1979
- Law Offices of Patrick Kevin Brosnahan, Jr. 1979-present

• Current and Past Special Legal and Municipal Employment and Other:

- Former Member, Suffolk County Police District Advisory Board
- Candidate, Suffolk County District Attorney, 1993
- Special Village Attorney and Village Prosecutor, Inc. Village of Babylon 1987-present
- Former Village Prosecutor and Village Attorney Village of Ocean Beach
- Former Counsel Medford Fire Department
- Former Counsel North Babylon Fire Department
- Former Associate Police Justice, Inc. Village of Lindenhurst
- Special Assistant District Attorney County of Suffolk, Babylon Village
- Former Counsel Suffolk Regional Off Track Betting Corporation
- Former Counsel Suffolk Regional Off-Track Betting Corporation Board of Directors
- Former Session Attorney New York State Assembly
- Former Special Counsel Town of Babylon
- Former Special Counsel Town of Southold
- Special Counsel Town of Islip
- Special Assistant District Attorney County of Suffolk,

• Bar Admissions:

- Supreme Court, State of New York, Appellate Division, Second Department, 1975
- United States District Court, Eastern District, 1976
- United States District Court, Southern District, 1976
- United States Court of Appeals Second Circuit, 1981
- Supreme Court of the United States, 1984

• Educational Background:

- Graduate, Lindenhurst High School, 1967
- Undergraduate Degree, Syracuse University, 1971, Economics with Honors
- Graduate Degree, New York University School of Law, 1974

Introduced by Presiding Officer Lindsay

LOT 8/3/10

**PROCEDURAL RESOLUTION NO. 18-2010,
AUTHORIZING THE SPECIAL LEGISLATIVE
COMMITTEE REVIEWING THE SUFFOLK COUNTY
ETHICS COMMISSION TO ADMINISTER OATHS**

WHEREAS, the Presiding Officer has established a Special Legislative Committee to review the operations and procedures of the Ethics Commission and to recommend any necessary corrective legislation; and

WHEREAS, NEW YORK COUNTY LAW §209 and Section 23-6 of SUFFOLK COUNTY CHARTER authorize the County Legislature to administer oaths and affirmations and to compel the attendance of witnesses in the course of investigations and the Legislature may delegate these powers to a committee; and

WHEREAS, the Special Legislative Committee reviewing the operations of the Ethics Commission has requested the authority to administer oaths and affirmations to witnesses to aid their investigation; and

RESOLVED, that the Special Legislative Committee reviewing the operations of the Ethics Commission is hereby authorized to administer oaths and affirmations to witnesses as said Committee deems appropriate.

DATED:

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

s:\procedural motions\pm-special legislative committee oaths

1837

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

Laid on Table 8/3/10

**RESOLUTION NO. -2010, NAMING THE SUPREME
COURT BUILDING ANNEX IN RIVERHEAD THE "ALAN D.
OSHRIN SUPREME COURT ANNEX"**

WHEREAS, Alan D. Oshrin had a distinguished career as an attorney practicing in Suffolk County; and

WHEREAS, following two decades in private practice, Justice Oshrin served as a trial judge in the State Supreme Court in Suffolk County; and

WHEREAS, at the time of his death in 2003, Justice Oshrin was the Administrative Judge of the Suffolk County Courts; and

WHEREAS, Justice Oshrin's reputation for being a humble, brilliant jurist with a passion for the law, combined with a sense of humor, earned him much respect and admiration from lawyers and litigants who appeared before him; now, therefore be it

1st RESOLVED, that, pursuant to Section 215(1) of the NEW YORK COUNTY LAW, the courthouse located on Griffing Avenue in Riverhead shall be named the "Alan D. Oshrin Supreme Court Annex: to honor his legacy; and be it further

2nd RESOLVED, that the Suffolk County Department of Public Works is hereby authorized, empowered, and directed, pursuant to Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to take all actions necessary and appropriate to effectuate this naming and dedication; and be it further

3rd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1838

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

Laid on Table 8/3/10

RESOLUTION NO. -2010, ADOPTING LOCAL LAW NO. -2010, A LOCAL LAW TO ENSURE FAIRNESS IN THE COUNTY'S DISPOSITION OF PROPERTY ACQUIRED UNDER THE SUFFOLK COUNTY TAX ACT

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2010, a proposed local law entitled, "**A LOCAL LAW TO ENSURE FAIRNESS IN THE COUNTY'S DISPOSITION OF PROPERTY ACQUIRED UNDER THE SUFFOLK COUNTY TAX ACT**" now, therefore, be it

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

LOCAL LAW NO. -2010, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO ENSURE FAIRNESS IN THE COUNTY'S DISPOSITION OF PROPERTY ACQUIRED UNDER THE SUFFOLK COUNTY TAX ACT

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

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the Suffolk County Tax Act authorizes the County to foreclose on properties for failure to pay County property taxes.

This Legislature also finds and determines that the County frequently offers such foreclosed properties for sale at auction.

This Legislature further finds and determines that §A42-4 of the SUFFOLK COUNTY ADMINISTRATIVE CODE authorizes the prior owner of an owner-occupied residence foreclosed upon by the County to apply for a distribution of the proceeds of the auction sale of their former property.

This Legislature finds that no similar distribution provisions exist for prior owners of foreclosed vacant, commercial, or rental properties.

This Legislature determines that it is fundamentally unfair to provide a system for the distribution of auction proceeds to certain prior owners, but not others.

Therefore, the purpose of this law is to establish a system by which proceeds from the auction sale of any foreclosed property may be distributed to the property's prior owner.

Section 2. Amendments.

Article 42 of the SUFFOLK COUNTY ADMINISTRATIVE CODE is hereby amended as follows:

Article XLII, DEPARTMENT OF ENVIRONMENT AND ENERGY

§A42-4. Disposition of property acquired through Suffolk County Tax Act.

- L. [In the event that an auction parcel is improved by a owner-occupied residence which has been owner-occupied for a period of at least five years prior to the date of the recording of the County's deed, then t] The prior owner of an auction parcel may make an application in writing to the County Division of Real Property Acquisition and Management in the Department for a distribution from the proceeds of the auction sale. The amount that the applicant is eligible to receive is a sum equal to the remaining proceeds after deducting payment for all sums set forth in §A42-3 hereinabove and an amount equal to the sum of all valid liens, judgments or encumbrances which existed on the date that the County took title to the subject parcel. For the purposes of this subsection, "proceeds" shall be defined as either the amount of the sale at auction or the amount of an appraisal made as of the date which the County took title, whichever amount is less.

Section 3. Applicability.

This law shall apply to all properties obtained through the Suffolk County Tax Act that are set for auction on or after the effective date of this law.

Section 4. Severability.

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

Section 5. SEQRA Determination.

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

Section 6. Effective Date.

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

[] Brackets denote deletion of existing language

___ Underlining denotes addition of new language

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\laws\l-fairness in foreclosed properties

OFFICE OF THE COUNTY LEGISLATURE
COUNTY OF SUFFOLK

1838

GEORGE NOLAN
COUNSEL TO THE LEGISLATURE
email: george.nolan@suffolkcountyny.gov



WILLIAM H. ROGERS BUILDING
P.O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5494 (PHONE)
(631) 853-4415 (FAX)

DATE: August 2, 2010
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2010

TITLE: I.R. NO. -2010; A LOCAL LAW TO ENSURE FAIRNESS N THE COUNTY'S DISPOSITION OF
PROPERTY ACQUIRED UNDER THE SUFFOLK COUNTY TAX ACT

SPONSOR: LEGISLATOR SCHNEIDERMAN

DATE OF RECEIPT BY COUNSEL: 8/2/10 PUBLIC HEARING: 8/17/10
DATE ADOPTED/NOT ADOPTED: _____ CERTIFIED COPY RECEIVED: _____

Article 42 of the SUFFOLK COUNTY ADMINISTRATIVE CODE authorizes prior owners of parcels acquired by the County through tax foreclosure, which were owner-occupied for at least five years prior to foreclosure, to apply for a distribution from the proceeds generated by the auction sale of such parcel. This proposed local law would amend Article 42 of the SUFFOLK COUNTY ADMINISTRATIVE CODE to allow the prior owner of any parcel acquired by the County pursuant to the Suffolk County Tax Act to apply for a distribution from the auction sale proceeds.

This local law will take effect immediately upon its filing in the Office of the Secretary of State.

A handwritten signature in black ink, appearing to read "George Nolan". The signature is fluid and cursive, written over the printed name and title.

GEORGE NOLAN
Counsel to the Legislature

GN:

s:\rule28\28-fairness sale foreclosed property

Intro. Res. No. 1839-10
Introduced by the Presiding Officer at the request of the County Executive

Laid on Table 8/3/10

**RESOLUTION NO. _____, APPROVING THE
APPOINTMENT OF THOMAS GALLAGHER AS A
MEMBER OF THE SUFFOLK COUNTY
COMMERCIAL, INDUSTRIAL, RESIDENTIAL
SEPTIC TANK/SEWER DRAIN TREATMENT,
BACTERIA ADDITIVES AND MAINTENANCE
BOARD.**

WHEREAS, Chapter 345, Article VII, Section 345-81 of the SUFFOLK COUNTY CODE provides for the appointment of five (5) members to the Suffolk County Commercial, Industrial, Residential Septic Tank/Sewer Drain Treatment, Bacteria Additives and Maintenance Board; and

WHEREAS, a vacancy currently exists on the Suffolk County Commercial, Industrial, Residential, Septic Tank/Sewer Drain Treatment, Bacteria Additives and Maintenance Board; now therefore be it

RESOLVED, that the County Executive of Suffolk has appointed Thomas Gallagher, residing in West Islip, New York 11795, as a member of the Suffolk County Commercial, Industrial, Residential, Septic Tank/Sewer Drain Treatment, Bacteria Additives and Maintenance Board for a term of office expiring December 7, 2012.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

1839

THOMAS G. GALLAGHER

West Islip, NY 11796

e-mail: Thomas@aparo.com

Objective:

To secure an appointment to the Suffolk County Executive's Consumer Affairs Liquid Waste Licensing Board. I believe that my long standing experience and vast knowledge of this industry would make me an outstanding candidate for this position.

Work Experience:

August 1993 to Present

Al Aparo Crane & Cesspool Service, Inc. 631-968-5150
1301 5th Avenue, Suite 1
Bay Shore, New York 11706
Contact: Frank Aparo

Current Position: Director of Sales & Operations

Current Responsibilities: Include but are not limited to scheduling of employees, job scheduling, septic system – grease trap – and sewer connection installation and service sales, environmental remediation project sales and project management, permit processing with New York State, Suffolk County and local municipalities, customer relations, new hire training and evaluation.

Former Positions: Service technician, sewer jet operator, pump truck driver, tractor trailer driver, dispatcher, project estimator

May 2000 to June 2001

ASPEC Engineering 631-696-7100
1150 Portion Road, Unit 11
Holtsville, New, York 11742
Contact: Sri Sriham

Former Position: Waste water treatment plant operator

Responsibilities: Part time operations of the waste water treatment plant located on the Old Westbury Campus of New York Institute of Technology that included but was not limited to the following: sampling and testing the waste water, mixed liquor and final effluent to measure the treatment efficiencies, recording all sampling and testing data, general maintenance and housekeeping of treatment plant buildings and grounds.

May 1988 to August 1993

Aparo's Little John, Inc 631-968-9107
1301 5th Avenue, Suite 2
Bay Shore, New York 11706
Contact: Angelo Aparo

Former Position: Truck driver, service technician

Responsibilities: Drive various trucks to deliver and service portable restroom facilities throughout Nassau, Suffolk, New York City (Five Boroughs), & New Jersey

THOMAS G. GALLAGHER

West Islip, NY 11795

1839

Education:

- January 2006 Suffolk County Community College
Selden, NY
Associates Degree - Business Administration
- June 1988 West Islip School District
West Islip, NY
General Studies - NYS Regents Diploma

References:

Judge Coleman	JUDCO Properties	516-398-5638
Frank Hager	Director of Facilities, Sisters of St. Joseph	631-273-1349
Joseph Piro	Director of Facilities, Smithtown Central Schools	631-382-4130
Pat McClave	President, McClave Engineering	631-265-8921

Industry Certifications:

Long Island Liquid Waste Association Certified Service Technician Cert. No. 60

Confined Space Entry

Association Membership:

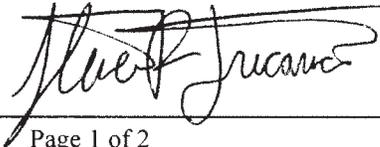
Long Island Liquid Waste Association	President	January 2007 - Current
	Board of Directors	January 2006 - Current

New York Water Environment Association - Long Island Chapter

New York State Restaurant Association

1839

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		
APPROVING THE APPOINTMENT OF THOMAS GALLAGHER AS A MEMBER OF THE SUFFOLK COUNTY COMMERCIAL, INDUSTRIAL, RESIDENTIAL SEPTIC TANK/SEWER DRAIN TREATMENT, BACTERIA ADDITIVES AND MAINTENANCE BOARD.		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No <u>XX</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		
THE SUFFOLK COUNTY COMMERCIAL, INDUSTRIAL, RESIDENTIAL SEPTIC TANK/SEWER DRAIN TREATMENT, BACTERIA ADDITIVES AND MAINTENANCE BOARD IS A NON-PAYING LICENSING BOARD.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE NO. 6 ABOVE		
8. Proposed Source of Funding		
THERE IS NO PROPOSED FUNDING SOURCE		
9. Timing of Impact		
THERE IS NO TIMING OF IMPACT; HOWEVER THE RESOLUTION IS EFFECTIVE UPON ADOPTION		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Steve R. Tricarico County Executive Assistant		8/2/2010

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2010, AUTHORIZING THE DISBURSEMENT OF FUNDS FROM THE SUFFOLK COUNTY LIVING WAGE CONTINGENCY FUND FOR RAINBOW CHIMES, INC. DAY CARE PROVIDER UNDER CONTRACT WITH THE DEPARTMENT OF SOCIAL SERVICES

WHEREAS, in accordance with Section 347-15, County Transitional Financial Assistance was added to the Suffolk County Code wherein child care providers shall be eligible for upfront financial assistance from the Suffolk County Living Wage Contingency Fund, or any successor fund thereto, in order to meet increased payroll expenses; and

WHEREAS, Rainbow Chimes, Inc. day care provider, has submitted an application for Hardship Assistance and other prescribed forms to document the need for financial assistance, and

WHEREAS, the provider has concerns about their ability to comply with the Living Wage Law without a financial subsidy, and

WHEREAS, the center provide a needed service to the community; and

WHEREAS, the Department of Labor has authorized Hardship Assistance in the amount up to a maximum of \$35,184 be awarded for the period January 1, 2010 to December 31, 2010 and,

WHEREAS, the Living Wage Hardship funding will be provided to Rainbow Chimes, Inc. in the amount up to a maximum of \$35,184; now, be it

1. RESOLVED, that the County Comptroller be and hereby is authorized, empowered and directed to disburse funds as follows:

FROM:

001-MSC-1998-4770 Suffolk County Living Wage Contingency Fund \$35,184

TO:

001-DSS-6008-4770 Housing, Child Care and Employment Special Services \$35,184

and be it further

2. RESOLVED, that the Commissioner of Social Services is hereby authorized, empowered and directed to disburse the funds to Rainbow Chimes, Inc.

DATED: _____

APPROVED BY: _____
County Executive of Suffolk Count

Date of Approval: _____

SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT

NOTICE OF DECISION ON HARDSHIP ASSISTANCE

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

TO BE COMPLETED BY *LIVING WAGE UNIT*

DATE: June 14, 2010

TO: Jean Jacobsen
Suffolk County Dept. of Social Services
3085 Veterans Memorial Highway
Ronkonkoma, NY 11779

You are hereby notified that the **Request for Hardship Assistance** and associated draft resolution submitted on June 11, 2010 from **Rainbow Chimes Inc.** has been received and examined by the *Living Wage Unit* for the amount of \$35,184.

The **Request for Hardship Assistance** has been:

✓ Accepted, and the *Living Wage Unit* authorizes the submission of the accompanying resolution to the County Legislature.

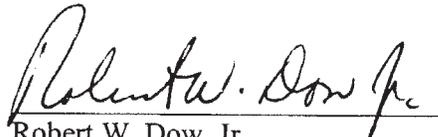
Denied.

Should you have any questions regarding this decision, please contact the Suffolk County Department of Labor's *Living Wage Unit* at (631) 853-3808.

RECEIVED

JUN 17 2010

WANDA J. GIBSON
SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES



Robert W. Dow, Jr.
Commissioner
Suffolk County Department of Labor

LW-31
Revised 4/04

**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		
AUTHORIZING THE DISBURSEMENT OF FUNDS FROM THE SUFFOLK COUNTY LIVING WAGE CONTINGENCY FUND FOR RAINBOW CHIMES, INC. DAY CARE PROVIDER UNDER CONTRACT WITH THE DEPARTMENT OF SOCIAL SERVICES.		
3. Purpose of Proposed Legislation		
Disburse funds from the Suffolk County Living Wage Contingency Fund to provide a subsidy to Rainbow Chimes, Inc. (\$35,184). The subsidy is for the purpose of providing financial assistance to meet the wage standards required by the law for the period 1/1/10 - 12/31/10.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<input checked="" type="checkbox"/> County	<input type="checkbox"/> Town	<input type="checkbox"/> Economic Impact
<input type="checkbox"/> Village	<input type="checkbox"/> School District	<input type="checkbox"/> Other (specify):
<input type="checkbox"/> Library District	<input type="checkbox"/> Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact. See item 7.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or other Subdivision.		
This resolution requests the disbursement of up to a maximum of \$35,184 from the Suffolk County Living Wage Contingency Fund for the period 1/1/10-12/31/10.		
8. Proposed Source of Funding.		
The Suffolk County Living Wage Contingency Fund (001 – MSC – 1998 – 4770)		
9. Timing of Impact.		
Immediate		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Patricia A. Clark Director of Management and Research		

COUNTY OF SUFFOLK

LS3



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF SOCIAL SERVICES

Gregory J. Blass
Commissioner

Memorandum

TO: Ken Crannell, Deputy County Executive

FROM: Gregory J. Blass, Commissioner
Department of Social Services

DATE: June 18, 2010

SUBJECT: **REQUEST FOR A LEGISLATIVE RESOLUTION –
Authorizing the Disbursement of Funds from the Suffolk County Living Wage
Contingency Fund**

AUTHORIZING THE DISBURSEMENT OF FUNDS FROM THE SUFFOLK
COUNTY LIVING WAGE CONTINGENCY FUND FOR RAINBOW CHIMES,
INC. DAY CARE PROVIDERS UNDER CONTRACT WITH THE
DEPARTMENT OF SOCIAL SERVICES

In accordance with the Living Wage Law, child care providers are eligible for assistance from the Suffolk County Living Wage Contingency Fund in order to enable them to meet the increased payroll expenses which result from paying employees the hourly rate required by the law. The aforementioned day care center has applied to the County for such assistance and the Department of Labor has approved the application in accordance with established procedures.

Attached please find the above referenced resolution, the introduction form (SCIN Form 175a), the fiscal impact statement (SCIN Form 175b), and related backup material. The e-copies relating to this resolution are entitled "Reso-DSS-Living Wage Contingency Fund 2010-1." If you have any questions, please contact Patricia Clark at X 49939.

Enc.

cc: Christopher Kent, Chief Deputy County Executive
ec: CE Reso. Review Distribution List

1841

Intro. Res. No. - 2010

Laid on Table

8/3/10

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2010, AUTHORIZING THE
LEASE OF PREMISES LOCATED AT 365 EAST MAIN
STREET, PATCHOGUE, NY FOR USE BY THE
DEPARTMENT OF HEALTH SERVICES**

WHEREAS, the Department of Health Services has operated a health center from space located at 365 East Main Street, Patchogue, NY and is desirous of remaining in that location; and

WHEREAS, the County currently uses the space pursuant to a lease with Signature Partners (the "Landlord"), which lease is set to expire on June 30, 2010; and

WHEREAS, the County's Department of Health Services utilizes this facility for clinical and administrative purposes to serve the constituents of central Suffolk by leasing 21,540 square feet on the first floor and 4,000 square feet of storage space below grade from the Landlord; and

WHEREAS, the Landlord has expressed its willingness to extend the current lease for five (5) years, through June 30, 2015 ; and

WHEREAS, the Space Management Steering Committee recommended the approval of the lease extension at its June 10, 2010 meeting; and

WHEREAS, sufficient funds are included in the 2011 Operating Budget for lease payments to be made in connection with the premises; now, therefore, be it

1ST RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.59(c)(20) and (27) of Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-109 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. Furthermore, in accordance with Section 1-4(A)(1)(d) of the Suffolk County Charter and Section 279-5(C)(4) of the Suffolk County Code, the Suffolk County Council on Environmental Quality is directed to prepare and circulate all appropriate notices of determination of non-applicability or non-significance in accordance with this law; and be it further

2ND RESOLVED, that the County Executive be and hereby is authorized to execute a lease extension for five (5) years in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed.

3rd RESOLVED, annual rent for the Premises shall be \$430,610, as of July 1, 2010, which rent will escalate by two (2) percent annually.

DATED:

County Executive of Suffolk County
Date of Approval:

AMENDED LEASE EXTENSION

between

PATCHOGUE EAST MAIN REALTY LLC. as LANDLORD

and

COUNTY OF SUFFOLK

as TENANT

Date for Reference Purposes as of June 11, 2010

Premises: 365 East Main Street, Patchogue, New York 11772

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EXHIBITS:

R-0861

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SECONDDLEASE EXTENSION AGREEMENT

THIS SECOND LEASE EXTENSION AGREEMENT ("Second Lease Extension") made as of the ___ day of August, 2010, between Patchogue East Main Realty LLC, a limited liability corporation, organized and existing under the laws of the State of New York, with an address at 377 Oak Street Garden City, New York 11530 ("LANDLORD"), and the COUNTY OF SUFFOLK, a municipal corporation with an address at County Center, Riverhead, New York 11901 ("COUNTY" or "Contractor"), acting through its duly constituted Department of Public Works, located at 335 Yaphank Avenue, Yaphank, New York 11980 on behalf of the Suffolk County Department of Health Services.

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement, last dated October 6, 1983, as amended by an Amendment to Lease last dated December 7, 1989 and further amended by an Extension of Lease last dated May 4, 1998 (collectively, the "Lease"), for premises located at 365 East Main Street, Patchogue, New York 11772 (the "Premises"), which Lease expired on March 31, 2010; and

WHEREAS, TENANT is desirous of continuing to utilize the Premises for use by the Department of Health Services; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, LANDLORD and TENANT hereby enter into this Second Lease Extension for the Premises upon the terms, covenants and conditions set forth below:

W I T N E S S E T H:

SECTION 1. DESCRIPTION

LANDLORD currently leases and, in consideration of and subject to the terms, covenants, agreements, provisions, conditions, and limitations set forth in this Second Lease Extension, hereby agrees to continue to lease to TENANT the entire building located at 365 East Main Street Patchogue, New York, comprised of 21,540 square feet on the first floor and 4,000 square feet of basement space and all related facilities, improvements, and permanent installations constructed and installed at the Premises.

SECTION 2. PURPOSE

The parties acknowledge that COUNTY is a municipal corporation and is entering into and executing this Amended Lease Extension by virtue of the authority of Suffolk County Resolution No. ____ - 2010, dated the ___ day of _____, 2010 (the "Resolution"), for the use, purpose, and intent expressed in the Resolution, that the Resolution is incorporated herein by reference, and further that LANDLORD has examined the Resolution and is fully aware of its intended purpose. COUNTY will not at any time use or occupy the Premises in violation of the certificate of occupancy issued for the Premises.

SECTION 3. TERM

The term of this Second Lease Extension and TENANT's obligation to pay rent shall be deemed to have commenced on July 1, 2010 (the "Commencement Date") and shall expire on June 30, 2015 (the "Expiration Date"), or on such earlier date as this Second Lease Extension may terminate or expire as provided for herein.

SECTION 4. RENT

Section 4.01 "Annual Rent" for the Premises for the first year of the term of this Second Lease Extension shall be \$430,490.00, which is the sum of \$398,490 gross rent for the first floor plus \$32,000 net rent for the basement. Annual Rent is payable in equal monthly installments in advance on the first day of each calendar month. Partial months shall be prorated.

Section 4.02 Commencing on July 1, 2011, and on each anniversary date thereafter, Annual Rent shall increase by two percent (2%) over the Annual Rent in the preceding year.

Section 4.03 LANDLORD recognizes that TENANT is a municipal corporation whose financial obligations are strictly regulated by statute. The duly constituted rules, regulations, and proceedings of said municipality require that the payment of Annual Rent shall only be made in accordance with such statutes. As part of said procedures, it is necessary that TENANT submit vouchers provided by TENANT for the payment of Annual Rent hereinabove provided, and any other reasonable documentation as may be required by TENANT for payment of Expenses, as defined in *Section 4.04*, or other charges under the terms of this Second Lease Extension. TENANT hereby agrees to submit such vouchers and all reasonable documentation of Expenses or other charges timely and as may be reasonably requested by TENANT's Department of Audit and Control within a reasonable time after incurring the cost or expense relating to the request for payment. TENANT agrees to deliver vouchers to LANDLORD within ten (10) Business Days after a request from LANDLORD for a voucher(s) to be submitted for payment of an Expense. Failure to submit the vouchers within a reasonable time of the cost or expense being incurred shall constitute grounds for TENANT to deny payment for the same. If TENANT fails to deliver the vouchers as required hereunder, then LANDLORD shall not be required to submit the undelivered vouchers as a condition to its right to receive any payment to which such voucher relates, and the failure of LANDLORD to submit such undelivered voucher to TENANT shall not prevent or constitute a condition to LANDLORD's ability to exercise its rights to terminate this Second Lease Extension. Once completed by LANDLORD, LANDLORD shall submit the vouchers to TEANT. By submitting completed vouchers for Annual Rent, LANDLORD shall have satisfied its obligation to request payment of Annual Rent hereunder for the entire calendar year

Section 4.04 Any sums, charges, fees, expenses, or amounts to be paid by TENANT pursuant to the provisions of this Second Lease Extension, other than Annual Rent, shall be designated as and deemed to be "Expense(s)" and shall be payable by TENANT to LANDLORD, as additional rent, within ninety (90) days after LANDLORD gives TENANT written notice that such payment is due, together with a voucher, and any supporting documentation reasonably required by COUNTY, for the amount of such Expense, unless otherwise provided in this Second Lease Extension.

SECTION 5. CONDITION OF PREMISES

LANDLORD and TENANT acknowledge and agree that TENANT has been using and occupying the Premises for a continuous period and TENANT hereby accepts the Premises in their "as is" condition, subject to LANDLORD's ongoing obligation to maintain the Premises and provide required repairs and replacements.

SECTION 6. LANDLORD-TENANT RESPONSIBILITIES

The Summary of Landlord-Tenant Responsibilities set forth at page 11 of the Lease is replaced by a new Landlord-Tenant Responsibility Sheet attached hereto as **Exhibit A**.

SECTION 7. PREVAILING WAGE

Section 7.01 Any reconstruction of the Premises constitutes a public works contract under Article 8 of the Labor Law. In the event the Parties agree to any construction, reconstruction, or renovation of the Premises, at the request of TENANT, LANDLORD agrees to comply with the prevailing wage requirements in connection with such construction or reconstruction of the Premises.

Section 7.02 No person performing, aiding in, or assisting in construction or reconstruction of the Premises described in *Section 7.01* shall be paid less than the said prevailing rates as defined and utilized under Section 220 of the Labor Law. Any person or corporation that willfully pays, after entering into a contract, less than this established wage schedule shall be guilty of an offense punishable by a fine or by imprisonment or both.

Section 7.03 LANDLORD is advised to fully familiarize itself with all applicable provisions of the New York State Labor Law and more specifically, Article 8, Public Work. It is the responsibility of LANDLORD to provide each of its contractors/subcontractors with the prevailing wage rate schedule. The prime contractor is responsible for any underpayments of prevailing wages or supplements by its contractors/subcontracts.

SECTION 8. LAWFUL HIRING OF EMPLOYEES LAW IN CONNECTION WITH CONTRACTS FOR CONSTRUCTION OR FUTURE CONSTRUCTION

This Second Lease Extension is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in **Exhibit B** entitled "Suffolk County Legislative Requirements." In accordance with this law, LANDLORD and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. LANDLORD and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

SECTION 9. INDEMNIFICATION

Section 9.01 The LANDLORD shall indemnify and hold harmless TENANT from and against all claims, costs (including reasonable attorneys' fees), losses, and liabilities of whatsoever nature arising out of the acts or omissions or negligence of LANDLORD, its officers, agents, servants or employees in connection with the Premises. In this regard, LANDLORD, at its own cost and expense, and throughout the term of this Second Lease Extension, shall procure and keep in full force and effect Commercial General Liability insurance, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage, in accordance with the provisions of *Section 16.03(a) – (d)*.

Section 9.02 To the extent permitted by law, TENANT shall indemnify LANDLORD, its agents, and employees from and against all claims (except for claims brought by Suffolk County Employees under Workers' Compensation Laws), costs (including attorneys' fees), losses, and liabilities of whatsoever nature arising out of the acts of omission or negligence of the TENANT, its officers, agents, servants, invitees, contractors, licensees or employees.

SECTION 10. FAILURE IN PERFORMANCE

Section 10.01 The covenant to pay rent and the covenant to provide any service, utility, maintenance, repair or replacements required under this Second Lease Extension are interdependent. In the event of any failure by the LANDLORD to provide any service, utility, maintenance, repair or replacement required under this Second Lease Extension, TENANT may, subject to the notice requirement set forth in *Section 10.02* below, by contract or otherwise, perform the requirement and provide LANDLORD with a written invoice containing the resulting cost to the TENANT, including an administrative fee in accordance with the provisions of *Section 10.03*. In the event LANDLORD does not remit payment of such invoice to TENANT within thirty (30) days of LANDLORD's receipt of such invoice, then TENANT may deduct such amount from any payment due under this Second Lease Extension, subject to the limitations set forth in *Section 10.03* below. This remedy is not exclusive, but is in addition to any other remedies which may be available under this Lease or at law.

Section 10.02 If LANDLORD shall fail to perform any of its obligations under this Second Lease Extension, TENANT may perform the same at the expense of LANDLORD (i) immediately (a) after forty-eight (48) hours written notice in the case of an "Emergency," as defined below; (b) after seven (7) business days written notice if such failure unreasonably interferes with the efficient operation of the Premises; or (c) after seven (7) business days written notice if such failure may result in a violation of any Legal Requirements or in the cancellation of any required insurance; or (ii) in any other case if such failure continues after thirty (30) days from the date of the giving of written notice of TENANT's intention to perform the same, except in the case of a failure which for causes beyond LANDLORD's reasonable control cannot with reasonable diligence be cured within such 10-day period, such 10-day period shall be deemed extended if LANDLORD immediately upon the receipt of such notice, (a) advises TENANT of its intention to institute all steps necessary to cure such failure and (b) institutes and thereafter diligently prosecutes to completion all steps necessary to cure the same.

An "Emergency" means any situation where the Department, in its reasonable judgment, concludes that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid imminent material damage to all or any material portion of the

Premises, (ii) to protect any Person from imminent harm, or (iii) to avoid the imminent unforeseen and unforeseeable suspension of any necessary material service in or to the Premises, the failure of which service would have a material and adverse effect on the Premises or the TENANT's ability to utilize the Premises for its intended purposes, including but not limited to, supplying heat, air-conditioning, ventilation, light and water to the Premises.

Section 10.03 If TENANT performs any of LANDLORD's obligations under this Second Lease Extension, in accordance with this **Section 9**, LANDLORD shall pay TENANT the costs thereof, together with an administrative fee equal to five percent (5%) of such costs, within sixty (60) days after receipt by LANDLORD of a written statement as to the amounts of such costs and fee. In the event LANDLORD does not remit the total amount of the costs and fee described herein within the requisite time, TENANT may withhold such amount from the next monthly installment of Annual Rent, subject to the limitation that in no event shall the amount withheld in any month exceed seven and one-half percent (7.5%) of the next monthly installment of Annual Rent. In the event that TENANT is limited from withholding the entire amount owed in any month, TENANT may continue to withhold monies from each next succeeding monthly installment of Annual Rent until the total expenses of TENANT and administrative fee are recouped from LANDLORD. No deduction from the Annual Rent shall be made while LANDLORD is disputing the alleged failure in good faith and is taking reasonable steps to resolve the dispute expeditiously. No deduction from Annual Rent pursuant to this clause shall constitute a default by TENANT under this Second Lease Extension. This remedy is not exclusive and is in addition to any other remedies that may be available under this Second Lease Extension or at law.

Section 10.04 In the event that there is an interruption, curtailment or failure by LANDLORD to supply cooled or outside air, heat, elevator, plumbing or electricity for ten (10) consecutive business days after LANDLORD has received written notice of such interruption, curtailment or failure (except that this *Section 10.04* shall only apply in the event such interruption, curtailment or failure of such services occurs as a direct result of a failure by LANDLORD to comply with its repair or maintenance obligations regarding such systems as and to the extent required under this Second Lease Extension), and where (a) such failure is not caused by Excusable Delays or causes reasonably beyond the control of LANDLORD, and (b) the Premises has been placed in a condition where TENANT can not reasonably be expected to continue to use the Premises for its intended purposes, and (c) LANDLORD has either not commenced to cure such condition or has not used reasonable diligence in following same to completion, the same shall constitute a constructive eviction, in whole or in part, and TENANT shall be entitled to a pro rata abatement of rent during the period any such interruption, curtailment or failure continues and until such services are restored.

Section 10.05 No delay or forbearance by TENANT in exercising any right or remedy hereunder, or TENANT's undertaking or performing any act or matter which is not expressly required to be undertaken by TENANT shall be construed, respectively, to be a waiver of TENANT's rights or to represent any agreement by TENANT to undertake or perform such act or matter thereafter. Waiver by TENANT of any breach by LANDLORD of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by TENANT) or failure by TENANT to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of TENANT's right to have any such covenant or condition duly performed or observed by LANDLORD, or of TENANT's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of TENANT in respect of such breach or any subsequent breach. TENANT's receipt and acceptance of any payment from LANDLORD which is tendered not in conformity with the

provisions of this Second Lease Extension or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of TENANT to recover any payments then owing by LANDLORD which are not paid in full, or act as a bar to the termination of this Second Lease Extension.

Section 10.06 If TENANT elects to perform any such requirement, the TENANT and each of its contractors shall be entitled to access to any and all areas of the building, access to which is necessary to perform any such requirement, and the LANDLORD shall afford and facilitate such access. No deduction from the Annual Base Rent shall be made while LANDLORD is disputing the alleged failure in good faith. No deduction from Annual Rent Base Rent pursuant to this clause shall constitute a default by TENANT under this Second Lease Extension. These remedies are not exclusive, but are in addition to any other

SECTION 11. SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

The parties agree to be bound by the terms of Suffolk County Legislative Requirements, annexed hereto as **Exhibit B** and made a part hereof.

SECTION 12. 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 Second Lease Extension.

SECTION 13. NOT A CO-PARTNERSHIP OR JOINT VENTURE

Nothing herein contained shall create or be construed as creating a co-partnership or joint venture between TENANT and LANDLORD or to constitute LANDLORD as an agent or employee of TENANT.

SECTION 14. BROKER

LANDLORD and TENANT, each to the other, represent and warrant that Newmark of Long Island LLC d/b/a Newmark Knight Frank LI, as “Broker”, brought about this Second Extension of Lease and that otherwise no other broker or finder took any part in any dealings, negotiations, or consultations with respect to the Premises or this Second Extension of Lease. LANDLORD agrees to pay Broker a commission pursuant to a separate agreement between LANDLORD and the Broker, payable upon execution of this Second Extension of Lease. LANDLORD further agrees to indemnify and hold harmless TENANT against any claim, demand and judgment which may be made or obtained against TENANT by any other broker claiming a commission for bringing about this Second Extension of Lease. TENANT shall forthwith notify LANDLORD of any such claim, demand, or legal action and LANDLORD shall defend TENANT against any such claim, demand or legal action at no cost to TENANT.

SECTION 15. CERTIFICATION

The parties to this Second Lease Extension hereby certify that, other than the funds provided in this Second Lease Extension and other valid agreements with the TENANT, 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 Second Lease Extension, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this Second Lease Extension.

SECTION 16. NOT IN DEFAULT

The LANDLORD warrants that it is not, and shall not be during the Term of this Second Lease Extension, in arrears to the TENANT for taxes or upon debt or contract and is not, and shall not be during the term of this Second Lease Extension, in default as surety, contractor or otherwise on any obligation to the TENANT, and the LANDLORD agrees that the TENANT may withhold the amount of any such arrearage or default from amounts payable to the TENANT under this Second Lease Extension.

SECTION 17. GOVERNING LAW

This Second Lease Extension shall be governed by the laws of the State of New York. In the event of any dispute or litigation, the venue of any proceeding to determine the rights and liabilities of the respective parties arising under this Second Lease Extension shall be in the New York Supreme Court, Suffolk County; or, in the event of a proceeding in the federal courts, in the District Court for the Eastern District of New York.

SECTION 18. SUCCESSORS BOUND

This Second Lease Extension shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

SECTION 19. TENANT REPRESENTATIVES

It is expressly understood and agreed by and between the parties hereto that the officers, officials, employees and agents of the TENANT are acting in a representative capacity for the County of Suffolk and not for their own benefit, and that LANDLORD shall not have any claim against them or any of them as individuals in any event whatsoever.

SECTION 20. INDEPENDENT CONTRACTOR

It is expressly agreed that LANDLORD's status hereunder is that of an independent contractor. Neither the LANDLORD, nor any person hired by LANDLORD shall be considered employees of TENANT for any purpose.

SECTION 21. EXECUTION BY LANDLORD

Section 21.01 When the LANDLORD is a partnership, the names of the partners composing the firm must be stated in the Statements required under **Section 1** of **Exhibit B** of this Second Lease

Extension. The Second Lease Extension must be signed with the partnership name, followed by the name of the partner signing the Amended and Restated Lease Extension.

Section 21.02 Where the LANDLORD is a corporation or a limited liability company, the Second Lease Extension must be signed with the corporate or company name, followed by the signature and title of the officer or other authorized person signing the Second Lease Extension on its behalf, and if requested by the TENANT.

Section 21.03 LANDLORD warrants that its entry into this Second Lease Extension was duly considered and authorized by its organizational body and pursuant to its by-laws, operating agreements and/or internal procedures.

SECTION 22. PARAGRAPH HEADINGS

The paragraph headings in this Amended and Restated Lease Extension are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Amended and Restated Lease Extension or any of its provisions.

SECTION 23. SEVERABILITY

It is expressly agreed that if any term or provision of this Amended and Restated Lease Extension and/or any amendment hereto, or the application thereof to any person or circumstances, shall be held invalid or unenforceable to any extent, the remainder of this Amended and Restated Lease Extension and any amendment hereto, or the application of such term or provisions 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 Amended and Restated Lease Extension and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 24. PRIOR TERMS AND CONDITIONS INCORPORATED

Except as herein amended, the terms and conditions of the Lease executed prior to the date hereof, including any amendments or modifications, are hereby ratified and confirmed to be in full force and effect and shall remain in full force and effect during the term of this agreement. No oral or written statement, representation or promise whatsoever with respect to the foregoing or any other matter made by LANDLORD, its agents or any broker, whether contained in an affidavit, information circular, or otherwise, shall be binding upon the LANDLORD unless expressly set forth in this lease. No rights, easements or licenses are or shall be acquired by TENANT by implication or otherwise unless expressly set forth in this lease.

SECTION 25. INTERPRETATION

This Amended and Restated Lease Extension is to be construed and interpreted without regard to any presumption or other rule requiring construction or interpretation against the party causing this Amended and Restated Lease Extension to be drafted.

SIGNATURE PAGE FOLLOWS

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

LANDLORD

TENANT

COUNTY OF SUFFOLK

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

APPROVED AS TO LEGALITY:

Christine Malafi
Suffolk County Attorney

RECOMMENDED:

Space Management Steering Committee

By: _____
Basia Deren Braddish
Title: Assistant County Attorney
Date: _____

By: _____
Name: Thomas LaGuardia
Title: Chairman, Space Management Steering Committee
Date: _____

**RECOMMENDED:
DIVISION OF REAL PROPERTY ACQUISITION
AND MANAGEMENT**

By: _____
Name: _____
Title: _____

1842

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

Laid on Table 8/3/10

RESOLUTION NO. -2010, AMENDING RESOLUTION NO. 417-2010, ENDING THE VOUCHER SYSTEM AND DIRECTING THE DEPARTMENT OF SOCIAL SERVICES TO DEVELOP A COMPREHENSIVE PLAN TO HOUSE HOMELESS SEX OFFENDERS

WHEREAS, the County of Suffolk, through its Department of Social Services, is obligated to provide housing for all persons who are homeless, including sex offenders; and

WHEREAS, the Department of Social Services has housed most homeless sex offenders in trailers in Riverhead and Westhampton for the past several years while looking for alternative ways to provide such housing; and

WHEREAS, Resolution No. 417-2010 was enacted to end a Department of Social Services policy of providing cash vouchers to homeless sex offenders to find their own housing and direct the establishment of a new program to house homeless sex offenders; and

WHEREAS, Resolution No. 417-2010 requires that there shall be no more than one shelter established by the new program in any town or legislative district; and

WHEREAS, no other provisions are made in resolution No. 417-2010 regarding the placement of shelters; and

WHEREAS, Resolution No. 417-2010 should be amended to ensure that shelters under the new program are sited in non-residential areas; now, therefore be it

1st RESOLVED, the 5th Resolved clause of Resolution No. 417-2010 is hereby amended as follows:

5th RESOLVED, that as part of the new program, no more than one shelter shall be sited in any town or legislative district, each shelter shall be at least 1000 feet from the nearest residence, and no more than six (6) sex offenders shall be housed at any shelter; and be it further

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.

___ Underlining denotes addition of new language

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\l-amend reso 417-2010

1846

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

Laid on Table 8/3/10

**RESOLUTION NO. -2010, APPOINT MEMBER TO THE
SUFFOLK COUNTY COMMUNITY COLLEGE BOARD OF
TRUSTEES (THERESA SANDERS)**

WHEREAS, Avette D. Ware tendered her resignation as a member of the Suffolk County Community College Board of Trustees; now, therefore be it

1st RESOLVED, that Theresa Sanders, residing in North Babylon, New York, is hereby appointed as a member of the Board of Trustees of the Suffolk County Community College to fill the unexpired term of Avette D. Ware, pursuant to Section 6306(1) of the NEW YORK EDUCATION LAW, said term of office to expire on June 30, 2011; 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:

EFFECTIVE PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY CHARTER AND SECTION 6306(1) OF THE NEW YORK EDUCATION LAW.

s:\reslr-appt-sccc-sanders

CURRICULUM VITAE

Theresa E. Sanders

Home:

North Babylon, New York

Work: Urban League of Long Island, Inc.
50 Clinton Street – Suite 204
Hempstead, New York
tsanders@urbanleaguelongisland.org
(516) 570-6645

ACADEMIC DEGREES

- Ed.D. Education Administration, Dowling College School of Education, ADC, present
- M.S. Instructional Technology, New York Institute of Technology, June 2003.
- M.S. Policy Analysis & Public Management, State University at Stony Brook, 48 Credits
- B.S. Business Management, State University College at Old Westbury, May 1982.

PROFESSIONAL EXPERIENCE

Adjunct Professor, State University of New York College at Old Westbury 2005-present
Part-time University Faculty in the American Studies and First Year Experience departments. Duties include instructing and advising college students, perform academic research and keep up with new developments in significant fields.

President & CEO, Urban League of Long Island, Inc. 1997-present
Strategic planning and implementation of day-to-day agency operation including personnel and fiscal management. Develop community and corporate partnerships that enhance the resources of the agency. Coordinate the development and implementation of programs and map community need for future services. Nurture relationships with key stakeholders including the Board of Directors and other volunteers. Advocate for the disenfranchised and mobilize the community around issues of common interest.

Director of Programs, Urban League of Long Island, Inc. 1993-1997
Research funding sources and write grant proposals, negotiate contracts, develop and monitor program budgets. Develop an internal management system for efficient and effective agency operation, develop and coordinate programs with other agencies, supervise daily operations of the office. Recruit, train and manage program personnel. Develop overall project plans for education and training programs, design and ongoing program for staff development, assist with program delivery, and conduct program evaluations.

Internal Auditor, Longwood CSD / Amityville UFSD 1992-1995
Audit claims made against the school districts. Inform and recommend to the School Boards the financial condition and future needs of the school districts. Establish and maintain internal controls and auditing systems.

Investigator, Long Island Housing Services 1991-1992
Develop and implement a fair housing/fair lending testing program in conjunction with the Enforcement Program staff. Investigate valid complaints of discrimination. Analyze data and interview relevant parties. Recruit, train, and supervise testers.

Auditor, City University of New York 1986 – 1989
Conduct internal audits and monitor management's compliance with University, City, State, and Federal regulations. Review university-wide implementation of audit recommendations. Participate in the coordination of responses to external audits.

LICENSES & CERTIFICATIONS

Economic Development Finance Professional, 2004
 New York State Workforce Development Professional, 2002-present
 Tobacco Management Institute, 2000

PROFESSIONAL AFFILIATIONS

Long Island Regional Planning Board
 Long Island Software & Technology Network (LIST Net) Board of Directors
 National Urban League Association of Executives
 New York State Association of Urban League Executives, President
 Alpha Kappa Alpha Sorority, Incorporated
 Black Women of Long Island

EDUCATIONAL RESEARCH EXPERIENCE

Principal Investigator, Investigating After School Programs, Fall 2002
 Developed the interview protocol, observed participants, and pre & post-tested participants. The goal of this study was to gather to understand how effective after school programs are on the academic achievement levels in reading and math of the participants.

SELECTED AWARDS & GRANTS

2005 Martin Luther King, Jr. Award

Lead Developer for \$6 Million Dollar Economic Development Project - Center of Community Empowerment in Town of Hempstead, New York

Long Island's Top Fifty Women 2004

Property Partnerships Program \$140,000, July 1993 - present. This grant was written as a drop out prevention program for at-risk youth.

Adolescent Vocational Exploration Program \$150,000, September 1993 - present. This grant was a collaborative effort with professional program staff. This grant was written to provide low-income students with vocational exploration and academic

United States Congressional Certificate of Special Recognition, 2001 & 2002

NAACP Long Island Region Civil Rights Award, 1999

Nassau County Legislature Citation, 1998

PROFESSIONAL SERVICE

Interviewer, National Urban League Affiliate CEO Recruitment, 2001 - present. Interviewed and made recommendations to local boards regarding candidates for CEO vacancies throughout the United States.

CONFERENCE PRESENTATIONS

Warders, T., Davis, D., (2003). *Relationship of the Affiliate to the National Organization*.
 Workshop conducted at the annual training session of National Urban League staff, Hartford, Ct.

Warders, T., Daniel, K. (2002). *Achievement Matters*.

Presentation conducted at the annual meeting of the National Urban League Achievers Society Parents Forum, Melville, NY.

**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 SYSTEM PLANNING AND
ENGINEERING IN SUPPORT OF DISCHARGE REMEDIATION
AND STREAM WATER SILT REMOVAL AT THE
NISSEQUOGUE TRIBUTARY HEADWATERS NORTH FROM
THE VILLAGE OF THE BRANCH TO MILLER'S POND WEIR
(CP 8710)**

WHEREAS, there are sufficient funds within the reserved fund balance of Fund 477 for the purpose of Water Quality Protection; and

WHEREAS, numerous studies and evaluations have been performed concerning the elevated groundwater table and chronic flooding occurring along the Nissequogue River Tributary known as the Northeast Branch, or more commonly, as "The Branch", including the three volume report produced through Capital Project #5013 in 1979, and more recently, The Nissequogue River- Northeast Branch Restoration Project summary prepared by H2M and Land Use Ecological services, Inc.; and

WHEREAS, previous silt remediation, storm water system reconstruction, and surface water containment activities have been successfully conducted for those sections of The Branch south of the Village/Town boundary line, resulting in an increase in stream flow, water clarity, and positive relief provided for the persistently elevated groundwater table; and

WHEREAS, the United States Geological Service (USGS) released sampling results in May of 2010 revealing that groundwater levels within the vicinity of thousands of homes adjacent to The Branch have been subject to a groundwater level at an unprecedented level of 60 feet above mean sea level; and

WHEREAS, the New York State Department of Environmental Conservation has approved freshwater wetlands remediation permits, supported by inventory, analysis, and scope of work reporting similar to that contemplated by the funding for the instant resolution; and

WHEREAS, it is the desire of the Board of Trustees of the Village of the Branch, as well as the Suffolk County Parks Department to support lasting efforts to remediate persistent flooding conditions that occur in those areas of the Branch north and east of the Town of Smithtown/ Village of the Branch southern- most border; and

WHEREAS, Miller's Pond, an integral water body located within the course of The Branch has been determined to be an impacted water body by the New York State Department of Environmental Conservation, and in need of long term remediation, and surface water drainage correction; and

WHEREAS, the Weir at the western-most end of Miller's Pond has been the subject of much discussion concerning the ongoing level of the Pond itself, and possible

groundwater relief associated with a concomitant lowering of the Pond level by as much as two feet; and

WHEREAS, the Suffolk County Water Quality Review committee (WQRC), at its meetings held in June and July of 2010, did approve a sum of \$400,000 to be committed to Planning, Engineering, Permit Application preparation, and other associated activities; now, therefore be it

WHEREAS, the Town of Smithtown, as the SEQRA lead agency for the proposed dredging, issued a negative declaration on 11/10/2009, and SEQRA is complete; 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 sixty-two (62) 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 pursuant to Section C12-2(B) of the SUFFOLK COUNTY CHARTER, the County is authorized to fund Water Quality Protection and Restoration Program and Land Stewardship Initiatives projects including, but not limited to, non-point source abatement and control, stream corridor restoration, and aquatic habitat restoration; and be it further

3rd **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

4th **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	\$400,000

and be it further

5th **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	\$400,000

and be it further

6th **RESOLVED**, that the 2010 Capital Budget and Program be and they are hereby amended as follows:

Project Number: 8710
Project Title: Water Quality Protection – Nissequogue Tributary Headwaters
North from the Village of the Branch,
to Miller’s Pond Weir- Phase III

	<u>Total Est’d Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
1. Planning	\$ 650,000	\$0	\$ 400,000
3. Construction	\$ 250,000	\$0	\$ 250,000
TOTAL	\$ 900,000	\$0	\$ 650,000

and be it further

7th **RESOLVED**, that the transfer in the amount of \$400,000 be and hereby is appropriated as follows:

<u>Project No.</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-8710.128	50	Nissequogue Tributary Headwaters North from the Village of the Branch, to Miller’s Pond Weir- Phase III	\$400,000

and be it further

8th **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

9th **RESOLVED**, that authorization to use the funds herein appropriated is hereby limited to Phase III planning, including for the reduction of flooding in many areas of the Town of Smithtown, stream remediation, and habitat restoration of the impaired water body; and be it further

10th **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:\Kennedy CP 8710- Planning.Doc