

**RESOLUTION NO. -2010, LEVYING UNPAID
SEWER RENTS AND CHARGES IN SUFFOLK COUNTY
SEWER DISTRICT NO. 3 - SOUTHWEST IN THE TOWNS OF
BABYLON, HUNTINGTON AND ISLIP**

WHEREAS, there has been transmitted to the County Legislature a list provided for by Section 266 of the County Law showing certain unpaid County Sewer rents and charges affecting Suffolk County Sewer District No. 3 - Southwest in the amount of;

Southwest Sewer District	
Babylon	\$ 1,684,249.71
Huntington	\$ 182,831.39
Islip	\$ 964,345.25

now, therefore be it

1st **RESOLVED**, that a copy of such lists as are applicable to County Sewer District No. 3 - Southwest be transmitted to the Tax Receivers of the Towns of Babylon, Huntington, and Islip, respectively thereof; and be it further

2nd **RESOLVED**, that the Suffolk County Legislature hereby levies the amounts of unpaid County sewer rents and County sewer charges as above stated against the properties liable therefore as shown on said lists and directs that the amount of the tax be stated in a separate column in said annual tax rolls of the Towns of Babylon, Huntington, and Islip under the name of "unpaid sewer rents".

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

**RESOLUTION NO. -2010, LEVYING UNPAID
SEWER RENTS AND CHARGES IN SUFFOLK COUNTY
SEWER DISTRICTS; NO. 13 (WIND WATCH), NO. 14
(PARKLAND), NO. 15 (NOB HILL), AND NO. 18 (HAUPPAUGE
INDUSTRIAL) IN THE TOWN OF ISLIP**

WHEREAS, there has been transmitted to the County Legislature a list provided for by Section 266 of the County Law showing certain unpaid County Sewer rents and charges affecting Suffolk County Sewer Districts in the amounts of;

Suffolk County Sewer Districts	
District No. 13 (Wind Watch)	\$ 7,348.69
District No. 14 (Parkland)	\$ 93,270.52
District No. 15 (Nob Hill)	\$ 15,541.18
District No. 18 (Hauppauge Industrial)	\$ -

in the Town of Islip; now, therefore be it

1st **RESOLVED**, that a copy of such lists as are applicable to each sewer district in the Town of Islip be transmitted to the Tax Receiver thereof; and be it further

2nd **RESOLVED**, that the Suffolk County Legislature hereby levies the amounts of unpaid County sewer rents and County sewer charges as above stated against the properties liable therefore as shown on said lists and directs that the amount of the tax be stated in a separate column in said annual tax rolls of the Town of Islip under the name of "unpaid sewer rents".

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

**RESOLUTION NO. -2010, LEVYING UNPAID
SEWER RENTS AND CHARGES IN SUFFOLK COUNTY
SEWER DISTRICTS; NO. 1 (PORT JEFFERSON), NO. 2
(TALLMADGE WOODS), NO. 7 (MEDFORD), NO. 10 (STONY
BROOK), NO. 11 (SELDEN), NO. 12 (BIRCHWOOD N SHORE),
NO. 14 (PARKLAND) NO. 19 (HAVEN HILLS), NO. 20 (WILLIAM
FLOYD), AND NO. 23 (COVENTRY MANOR) IN THE TOWN OF
BROOKHAVEN**

WHEREAS, there has been transmitted to the County Legislature a list provided for by Section 266 of the County Law showing certain unpaid County Sewer rents and charges affecting Suffolk County sewer districts in the amounts of;

Suffolk County Sewer Districts	
District No. 1 (Port Jefferson)	\$ 14,453.40
District No. 2 (Tallmadge Woods)	\$ 52,453.11
District No. 7 (Medford)	\$ 15,640.85
District No. 10 (Stony Brook)	\$ 5,865.20
District No. 11 (Selden)	\$ 106,728.58
District No. 12 (Birchwood N Shore)	\$ 105.86
District No. 14 (Parkland)	\$ 15,409.50
District No. 19 (Haven Hills)	\$ 3,136.17
District No. 20 (William Floyd)	\$ 49,693.56
District No. 23 (Coventry Manor)	\$ 33,445.33

in the Town of Brookhaven; now, therefore be it

1st **RESOLVED**, that a copy of such lists as applicable to each sewer district in the Town of Brookhaven be transmitted to the Tax Receiver thereof; and be it further

2nd **RESOLVED**, that the Suffolk County Legislature hereby levies the amounts of unpaid County sewer rents and County sewer charges as above stated against the properties liable therefore as shown on said lists and directs that the amount of the tax be stated in a separate column in said annual tax rolls of the Town of Brookhaven under the name of "unpaid sewer rents".

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

RESOLUTION NO. -2010, LEVYING UNPAID SEWER RENTS AND CHARGES IN SUFFOLK COUNTY SEWER DISTRICTS; NO. 6 (KINGS PARK), NO. 13 (WIND WATCH), NO. 15 (NOB HILL), NO. 18 (HAUPPAUGE INDUSTRIAL), NO. 22 (HAUPPAUGE MUNICIPAL), AND NO. 28 (FAIRFIELD AT ST. JAMES) IN THE TOWN OF SMITHTOWN

WHEREAS, there has been transmitted to the County Legislature a list provided for by Section 266 of the County Law showing certain unpaid County Sewer rents and charges affecting Suffolk County Sewer Districts in the amount of;

Suffolk County Sewer Districts	
District No. 6 (Kings Park)	\$ 276,780.71
District No. 13 (Wind Watch)	\$ 636.15
District No. 15 (Nob Hill)	\$ 3,729.77
District No. 18 (Hauppauge Industrial)	\$ 66,777.41
District No. 22 (Hauppauge Municipal)	\$ 19,330.48
District No. 28 (Fairfield at St. James)	\$ 5,873.64

in the Town of Smithtown; now, therefore be it

1st **RESOLVED**, that a copy of such lists as applicable to each sewer district in the Town of Smithtown be transmitted to the Tax Receiver thereof; and be it further

2nd **RESOLVED**, that the Suffolk County Legislature hereby levies the amounts of unpaid County sewer rents and County sewer charges as above stated against the properties liable therefore as shown on said lists and directs that the amount of the tax be stated in a separate column in said annual tax rolls of the Town of Smithtown under the name of "unpaid sewer rents".

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

**RESOLUTION NO. -2010, APPROVING THE
RETURN OF THE FUND BALANCE OF THE GENERAL FUND,
POLICE DISTRICT FUND, AND DISTRICT COURT DISTRICT
TO THE TAXPAYERS OF THE TOWNS OF SUFFOLK COUNTY**

WHEREAS, the Legislature, by Resolution No. 936-1985, has determined the method of returning the fund balance to the General Fund, Police District Fund, and District Court District taxpayers; now, therefore be it

1st **RESOLVED**, that the amount of money to be returned to a Suffolk County Taxpayer under Local Law No. 21-1983 for tax year 2010-2011, for the Suffolk County Operating Budget, shall be in direct proportion to his or her share of the total General Fund Real Property Taxes for the Suffolk County Operating Budget as should have been paid to the County of Suffolk which share shall be calculated as the individual's pro rata share of the County-wide real property tax levy for the Suffolk County Operating Budget as should have been collected from within said individual's town determined as the same proportion which the County-wide real property tax levy for the Suffolk County Operating Budget collected from within that town for the tax year 2008-2009 shall bear to the total real property tax levy for the Suffolk County Operating Budget as should have been collected by the County from all 10 towns for tax year 2008-2009; and be it further

2nd **RESOLVED**, that the allocation of the General Fund Balance for the County Operating Budget to Suffolk County Taxpayers, based upon the equalized full valuations for 2008-2009 as established by the Legislature by Resolution No. 973-2008, be and hereby is fixed as follows:

<u>Towns</u>	<u>Amount</u>
Babylon	(2,827,040)
Brookhaven	(7,067,147)
East Hampton	(3,433,741)
Huntington	(4,792,504)
Islip	(4,930,358)
Riverhead	(805,260)
Shelter Island	(364,763)
Smithtown	(2,351,921)
Southampton	(5,535,814)
Southold	(1,120,219)
TOTALS	(33,228,767)

and be it further

3rd **RESOLVED**, that the amount of money to be returned to a Suffolk County Taxpayer under Local Law No. 21-1983 for tax year 2010-2011 shall be in direct proportion to his or her share of the total General Fund Real Property Taxes for the Suffolk County Operating Budget as should have been paid to the County of Suffolk which share shall be calculated as the individual's pro rata share of the County-wide real property tax levy for the Suffolk County Operating Budget as should have been collected from within said individual's town determined as the same proportion which the County-wide real property tax levy for the Suffolk County Operating Budget collected from within that town for tax year 2009-2010 shall bear to the total real property tax levy for the Suffolk County Operating Budget as should have been collected by the County from all ten towns for Tax Year 2009-2010; and be it further

4th **RESOLVED**, that the allocation of the general fund balance for the Suffolk County Operating Budget to Suffolk County Taxpayers, based upon the equalized full valuations for 2009-2010 as established by the Legislature by Resolution No. 998-2009 be and hereby is fixed as follows:

Towns	Amount
Babylon	\$1,570,122
Brookhaven	3,985,414
East Hampton	1,745,440
Huntington	2,651,363
Islip	2,760,954
Riverhead	436,673
Shelter Island	218,339
Smithtown	1,306,378
Southampton	3,422,471
Southold	666,511
TOTALS	\$18,763,665

and be it further

5th **RESOLVED**, that the amount of money to be returned to a Suffolk County Police District Taxpayer under Local Law No. 21-1983 for the tax year 2010-2011 shall be in direct proportion to his or her share of the total Police District Fund Real Property Taxes for the Suffolk County Operating Budget as should have been paid to the County of Suffolk which share shall be calculated as the individual's pro rata share of the Police District-wide real property tax levy for the Suffolk County Operating Budget as should have been collected from within said individual's town determined as the same proportion which the Police District-wide real property tax levy collected from within that town for Tax Year 2008-2009 shall bear to the total real property tax levy for the Suffolk County Operating Budget as should have been collected by the County from all five towns within the Police District for tax year 2008-2009; and be it further

6th **RESOLVED**, that the allocation of the police district fund balance for the Suffolk County Operating Budget to Suffolk County Taxpayers, based upon the equalized full valuations

for 2008-2009 as established by the Legislature by Resolution No. 973-2008, be and hereby is fixed as follows:

<u>Towns</u>	<u>Amount</u>
Babylon	(\$3,012,636)
Brookhaven	(7,978,733)
Huntington	(4,901,841)
Islip	(5,451,435)
Smithtown	(2,511,649)
TOTALS	(\$23,856,294)

and be it further

7th **RESOLVED**, that the amount of money to be returned to a Suffolk County Police District taxpayer under Local Law No. 21-1983 for the tax year 2010-2011 shall be in direct proportion to his or her share of the total Police District Fund Real Property Taxes for the Suffolk County Operating Budget as should have been paid to the County of Suffolk which share shall be calculated as the individual's pro rata share of the Police District-wide real property tax levy for the Suffolk County Operating Budget as should have been collected from within said individual's town determined as the same proportion which the Police District-wide real property tax levy for the Suffolk County Operating Budget collected from within that town for tax year 2009-2010 shall bear to the total real property tax levy for the County Operating Budget as should have been collected by the County from all five towns within the Police District for tax year 2009-2010; and be it further

8th **RESOLVED**, that the allocation of the police district fund balance for the Suffolk County Operating Budget to Suffolk County Taxpayers, based upon the equalized full valuations for 2009-2010 as established by the Legislature by Resolution No. 998-2009, be and hereby is fixed as follows:

<u>Towns</u>	<u>Amount</u>
Babylon	\$2,906,120
Brookhaven	7,819,952
Huntington	4,709,219
Islip	5,304,028
Smithtown	2,424,524
TOTALS	\$23,163,843

and be it further

9th **RESOLVED**, that the amount of money to be returned to a Suffolk County District Court District Taxpayer under Local Law No. 21-1983 for the tax year 2010-2011 shall be in

direct proportion to his or her share of the total District Court District Fund real property taxes as should have been paid to the County of Suffolk which share shall be calculated as the individual's pro rata share of the District Court District-wide real property tax levy for the portion of the Suffolk County Operating Budget as should have been collected from within said individual's town determined as the same proportion which the District Court District-wide real property tax levy for the portion of the Suffolk County Operating Budget collected from within that town for tax year 2008-2009 shall bear to the total real property tax levy portion of the Suffolk County Operating Budget as should have been collected by the County from all five towns within the District Court District for tax year 2008-2009; and be it further

10th **RESOLVED**, that the allocation of the District Court District fund balance for the portion of the Suffolk County Operating Budget to Suffolk County Taxpayers, based upon the equalized full valuations for 2008-2009 as established by the Legislature by Resolution No. 973-2008, be and hereby is fixed as follows:

Towns	Amount
Babylon	(\$71,646)
Brookhaven	(179,102)
Huntington	(121,456)
Islip	(124,950)
Smithtown	(59,605)
TOTALS	(\$556,759)

and be it further

11th **RESOLVED**, that the amount of money to be returned to a Suffolk County District Court District taxpayer under Local Law No. 21-1983 for the Tax Year 2010-2011 shall be in direct proportion to his share of the total District Court District Fund real property taxes as should have been paid to the County of Suffolk which share shall be calculated as the individual's pro rata share of the District Court District-wide real property tax levy for the portion of the Suffolk County Operating Budget as should have been collected from within said individual's town determined as the same proportion which the District Court District-wide real property tax levy for the portion of the Suffolk County Operating Budget collected from within that town for Tax Year 2009-2010 shall bear to the total real property tax levy for the portion of the Suffolk County Operating Budget as should have been collected by the County from all five towns within the District Court District for tax year 2009-2010, and be it further

12th **RESOLVED**, that the allocation of the District Court District fund balance for the portion of the Suffolk County Operating Budget to Suffolk County Taxpayers, based upon the equalized full valuations for 2009-2010 as established by the Legislature by Resolution No. 998-2009, be and hereby is fixed as follows:

Towns	Amount
Babylon	\$173,139
Brookhaven	439,474
Huntington	292,368
Islip	304,452
Smithtown	144,055
TOTALS	\$1,353,488

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

**RESOLUTION NO. -2010, DETERMINING
 EQUALIZED REAL PROPERTY VALUATIONS FOR THE
 ASSESSMENT ROLLS OF THE 10 TOWNS**

WHEREAS, the assessment rolls of the 10 towns have been duly adopted; and

WHEREAS, the County Legislature believes that the rates as determined by the State Board of Equalization and Assessment for the 10 towns of Suffolk County as shown on the report of November 15, 2010 fairly indicates the ratio of assessment in the several tax districts to the full valuation thereof, and that the equalized real property valuations upon the said assessment rolls of the several towns and districts should be determined accordingly, and the County Legislature so finds and determines; now, therefore be it

1st RESOLVED, that the equalization rates and tables pursuant to the NEW YORK REAL PROPERTY TAX LAW shall be computed, established, and adopted in accordance with the state equalization rates for assessment rolls completed in 2010, as shown on the report of November 15, 2010 for the 10 towns of Suffolk County, as determined by the State Board of Equalization and Assessment and applied to the 2010 assessment rolls of the 10 towns of Suffolk County for the several tax districts and that the equalized real property valuations be determined accordingly, as follows:

Computations of Valuations for 2010-2011 Tax Levy for General Purposes

TOWN	VALUATION TAXABLE FOR GENERAL COUNTY & TOWN PURPOSES	VALUATION OF PUBLIC SERVICE CORPORATION	EQUALIZED VALUATION OF SPECIAL OF FRANCHISE	VALUATION OF AGRICULTURAL DISTRICT LANDS	TOTAL TAXABLE ASSESSED VALUATION	TOTAL OF ALL PARTIAL EXEMPTIONS	TOTAL ASSESSED VALUATION	EQUAL- IZATION RATE	TOTAL FULL VALUATION
Babylon	\$244,685,653	\$3,022,434	\$3,528,487	0	\$251,236,574	\$13,472,863	\$264,709,437	1.19	\$22,244,490,504
Brookhaven	427,396,541	29,774,486	6,657,793	426,524	\$464,255,344	28,406,626	492,661,970	0.86	57,286,275,581
East Hampton	197,660,068	1,479,254	359,594	13,000	199,511,916	3,189,234	202,701,150	0.77	26,324,824,675
Huntington	295,139,815	34,810,870	4,237,524	0	334,188,209	15,263,465	349,451,674	0.88	39,710,417,500
Islip	4,299,774,160	38,475,203	56,818,696	0	4,395,068,059	194,933,091	4,590,001,150	11.65	39,399,151,502
Riverhead	767,006,954	17,420,100	19,206,177	0	803,633,231	78,046,738	881,679,969	15.18	5,808,168,439
Shelter Island	2,980,437,349	1,546,669	22,229,086	0	3,004,213,104	239,366,799	3,243,579,903	100.00	3,243,579,903
Smithtown	240,903,249	3,276,186	3,100,047	0	247,279,482	15,287,006	262,566,488	1.33	19,741,841,203
Southampton	55,515,993,963	215,543,370	119,789,370	1,727,191	55,853,053,894	952,299,758	56,805,353,652	100.00	56,805,353,652
Southold	105,037,237	1,108,950	956,101	1,241,300	108,343,588	5,458,942	113,802,530	1.09	10,440,599,083
TOTALS	\$65,074,034,989	\$346,457,522	\$236,882,875	\$3,408,015	\$65,660,783,401	\$1,545,724,522	\$67,206,507,923		\$281,004,702,042
					Total Taxable Full Valuation -		\$269,391,488,572		

DATED:

APPROVED BY:

 County Executive of Suffolk County

Date:

**RESOLUTION NO. -2010, APPROVING THE
TABULATION OF TOWN CHARGES AND FIXING THE TAX
LEVIES AND CHARGES TO THE TOWNS UNDER THE
COUNTY BUDGET FOR FISCAL YEAR 2011**

1st **RESOLVED**, that the tabulations of charges to the towns shown on the attached Schedule "A" be approved and that the amounts thereof as specified be and hereby are made charges against the respective towns to be levied and extended upon the assessment rolls of the several towns for the year 2010-2011 found to be properly applicable for determining the equalized real property valuations by resolution adopted this date; and be it further

2nd **RESOLVED**, that the amount of tax levies and charges to the towns for the Suffolk County Operating Budget as shown by the budget adopted for fiscal year 2011 in the amounts as follows:

<u>SCHEDULE</u>	<u>TAX DISTRICTS</u>	<u>AMOUNT</u>
B	County General	\$63,502,140
C	Community College	\$5,250,467
D	Police District	\$459,466,202
E	District Court District	\$6,515,660

are hereby levied against the property liable therefore as shown on the said assessment rolls for the several towns and tax districts, and that the rates for said purposes, based upon the equalized full valuations established by this Legislature pursuant to the NEW YORK REAL PROPERTY TAX LAW by resolution adopted this date, are hereby fixed according to the schedules attached hereto; and be it further

3rd **RESOLVED**, that nothing contained herein shall be construed as approval of the substantive content of the Suffolk County Operating Budget, 2011 Adopted Suffolk County Operating Budget or any real property tax increase contained therein since the act of approving this Resolution represents a ministerial act over which the Suffolk County Legislature and individual Legislators cannot exercise any discretion.

SCHEDULE A								
TOWN CHARGES 2010-2011								
TOWN	DEBITS-TOWNS	DEBITS-COUNTY	DEBITS-COLLEGE	DEBITS-POLICE	DEBITS	DEBITS - SEWERS	DEBITS OR	
	ERRONEOUS ASSESSMENTS & TAX REFUNDS	DIST. CT. ERRONEOUS ASSESSMENTS & TAX REFUNDS	ERRONEOUS ASSESSMENTS & TAX REFUNDS	ERRONEOUS ASSESSMENTS & TAX REFUNDS	CREDITS DUE TO EXTENSION			
BABYLON	\$20,056,564.72	\$164,370.09	\$9,089.49	\$1,501,851.81	\$27,407.60	\$908,008.90 Sewer #3		\$1,735,442.04
BROOKHAVEN	28,953,947.36	329,694.44	23,065.84	4,039,669.99	69,299.94	3,768.33 Sewer #1 T10 304.93 Sewer #1 T12 0.00 Sewer #2 T15 0.00 Sewer #2 T28 0.00 Sewer #4 T18 12,903.33 Sewer #7 T21 0.00 Sewer #8 T19 529.03 Sewer #9 T20 9,121.22 Sewer #10 T22 0.00 Sewer #10 T23 5,758.28 Sewer #11A T31 9,165.22 Sewer #11B T25 391.89 Sewer #11B T30 676.46 Sewer #12 T34		(81,107.21)
EAST HAMPTON	789,444.55	53,199.61	10,121.17	0.00	0.00	0.00		(197,686.79)
HUNTINGTON	11,446,240.69	145,046.47	15,344.64	2,437,215.66	46,342.60	314.08 Sewer #3 8,400.17 Sewer #5A 3,503.62 Sewer #5B		(1,981,310.28)
ISLIP	20,406,972.78	244,646.64	15,985.36	2,746,209.10	48,075.63	662,083.28 Sewer #3		(412,491.54)
RIVERHEAD	1,484,334.16	18,965.78	2,530.29	0.00	0.00	0.00		(31,281.27)
SHELTER ISLAND	7,748.75	6,321.93	1,259.72	0.00	0.00	0.00		(19,332.87)
SMITHTOWN	10,748,460.42	94,471.06	7,558.30	1,251,543.18	22,828.97	73.22 Sewer #6		(125,940.62)
SOUTHAMPTON	4,404,765.74	118,923.79	19,786.23	0.00	0.00	0.00		(160,600.16)
SOUTHOLD	1,298,063.50	17,176.56	3,855.17	0.00	0.00	0.00		(42,335.77)
TOTALS	\$99,596,542.67	\$1,192,816.37	\$108,596.21	\$11,976,489.74	\$213,954.74	\$1,625,001.96		(\$1,316,644.47)

SCHEDULE B							
COMPUTATIONS OF 2010-2011 GENERAL FUND TAX LEVIES AND RATES							
TOWNS	TAX LEVY EXCLUDING ADJUSTMENT FOR DEPT. OF HEALTH SERV., BUREAU OF VECTOR CONTROL	ADJUSTMENT FOR HEALTH SERVICE BUREAU OF VECTOR CONTROL	ADJUSTED TAX LEVY ON FULL VALUATION	TAX LEVY FOR SCHOOL SUPERINTENDENT'S SALARY	TAX RATE PER M OF TAXABLE ASSESSED VALUATION	TAXABLE ASSESS VALUE (OFFICE USE)	
Babylon	\$5,026,865	\$782	\$5,027,647	\$1,715	20.0085	251,236,574	
Brookhaven	12,945,695	2,013	\$12,947,708	3,851	27.8849	464,255,344	
East Hampton	5,948,949	925	\$5,949,874	1,411	29.8175	199,511,916	
Huntington	8,973,859	1,395	\$8,975,254	3,062	26.8527	334,188,209	
Islip	8,903,518	1,384	\$8,904,902	2,649	2.0258	4,395,068,059	
Riverhead	1,312,544	204	\$1,312,748	311	1.6333	803,633,231	
Shelter Island	732,992	114	\$733,106	174	0.2440	3,004,213,104	
Smithtown	4,461,310	694	\$4,462,004	1,523	18.0416	247,279,482	
Southampton	12,837,015	1,996	\$12,839,011	3,044	0.2298	55,853,053,894	
Southold	<u>2,359,393</u>	<u>(9,507)</u>	<u>\$2,349,886</u>	<u>560</u>	21.7770	<u>108,343,588</u>	
TOTALS	\$63,502,140	\$0	\$63,502,140	\$18,300		65,660,783,401	
				School Superintendent's Salary			
				Tax Rate Per M Full Value 1st Supt. Dist.-	0.0000535944712		
Tax Rate Per M of Taxable Full Value-	0.2357			Tax Rate Per M Full Value 2nd Supt. Dist.-	0.0000672283321		
				Tax Rate Per M Full Value 3rd Supt. Dist.-	0.0000771144514		

SCHEDULE C

COMPUTATIONS OF 2010-2011 COMMUNITY COLLEGE TAX LEVIES AND RATES

TOWNS	ASSESSED VALUE ON WHICH COMMUNITY COLLEGE TAXES ARE LEVIED	COMMUNITY COLLEGE PARTIAL EXEMPTIONS	TOTAL ASSESSED VALUATION WITH PARTIAL EXEMPTIONS	EQUALIZATION RATES	TOTAL FULL VALUATION	AMOUNT OF LEVY	TAX RATE PER M OF TAXABLE ASSESSED VALUATION
Babylon	\$251,236,574	\$13,472,863	\$264,709,437	1.19	\$22,244,490,504	\$415,630	1.6543
Brookhaven	464,255,344	28,406,626	492,661,970	0.86	57,286,275,581	1,070,373	2.3056
East Hampton	199,511,916	3,189,234	202,701,150	0.77	26,324,824,675	491,869	2.4654
Huntington	334,188,209	15,263,465	349,451,674	0.88	39,710,417,500	741,974	2.2202
Islip	4,395,068,059	194,933,091	4,590,001,150	11.65	39,399,151,502	736,158	0.1675
Riverhead	803,633,231	78,046,738	881,679,969	15.18	5,808,168,439	108,523	0.1350
Shelter Island	3,004,213,104	239,366,799	3,243,579,903	100.00	3,243,579,903	60,605	0.0202
Smithtown	247,279,482	15,287,006	262,566,488	1.33	19,741,841,203	368,869	1.4917
Southampton	55,853,053,894	952,299,758	56,805,353,652	100.00	56,805,353,652	1,061,387	0.0190
Southold	<u>108,343,588</u>	<u>5,458,942</u>	<u>113,802,530</u>	1.09	<u>10,440,599,083</u>	<u>195,079</u>	1.8006
TOTALS	\$65,660,783,401	\$1,545,724,522	\$67,206,507,923		\$281,004,702,042	\$5,250,467	0.0800

Tax Rate Per M of Taxable Full Value - 0.0195

SCHEDULE D

COMPUTATIONS OF VALUATIONS, TAX LEVIES AND RATES FOR POLICE DISTRICT PURPOSES 2009-2010

TOWN	ASSESSED VALUE ON WHICH POLICE DIST. TAXES ARE LEVIED	POLICE DISTRICT PARTIAL EXEMPTIONS	TOTAL ASSESSED VALUATION WITH PARTIAL EXEMPTIONS	EQUALIZATION RATES	TOTAL FULL VALUATION	AMOUNT OF LEVY	TAX RATE PER M OF TAXABLE ASSESSED VALUATION
Babylon	\$236,720,636	\$12,877,918	\$249,598,554	1.19	\$20,974,668,403	\$56,215,183.00	237.4748
Brookhaven	464,255,344	28,406,626	492,661,970	0.86	57,286,275,581	153,535,609.00	330.7137
Huntington	301,772,616	14,277,488	316,050,104	0.88	35,914,784,545	96,256,883.00	318.9716
Islip	4,305,117,242	188,923,231	4,494,040,473	11.65	38,575,454,704	103,387,868.00	24.0151
Smithtown	<u>233,759,314</u>	<u>14,712,093</u>	<u>248,471,407</u>	1.33	<u>18,682,060,677</u>	<u>50,070,659.00</u>	214.1975
TOTALS	\$5,541,625,152	\$259,197,356	\$5,800,822,508		\$171,433,243,910	\$459,466,202.00	

Tax Rate per M of Taxable Full Value - 2.8240

SCHEDULE E

COMPUTATIONS OF VALUATIONS, TAX LEVIES AND RATES FOR DISTRICT COURT DISTRICT PURPOSES 2010-2011

TOWN	ASSESSED VALUE ON WHICH DIST. CT. DIST. TAXES ARE LEVIED	DISTRICT COURT DISTRICT PARTIAL EXEMPTIONS	TOTAL ASSESSED VALUATION WITH PARTIAL EXEMPTIONS	EQUALIZATION RATES	TOTAL FULL VALUATION	AMOUNT OF LEVY	TAX RATE PER M OF TAXABLE ASSESSED VALUATION
Babylon	\$251,236,574	\$13,472,863	\$264,709,437	1.19	\$22,244,490,504	\$812,511	3.2340
Brookhaven	464,255,344	28,406,626	492,661,970	0.86	57,286,275,581	2,092,462	4.5071
Huntington	334,188,209	15,263,465	349,451,674	0.88	39,710,417,500	1,450,479	4.3403
Islip	4,395,068,059	194,933,091	4,590,001,150	11.65	39,399,151,502	1,439,109	0.3274
Smithtown	<u>247,441,745</u>	<u>15,124,743</u>	<u>262,566,488</u>	1.33	<u>19,741,841,203</u>	<u>721,099</u>	2.9142
TOTALS	\$5,692,189,931	\$267,200,788	\$5,959,390,719		\$178,382,176,290	\$6,515,660	

Tax Rate per M of Taxable Full Value- 0.0385

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

**RESOLUTION NO. -2010, APPROVING AND DIRECTING
 THE LEVY OF TAXES AND ASSESSMENTS FOR SEWER
 DISTRICTS OF SUFFOLK COUNTY UNDER THE SUFFOLK
 COUNTY BUDGET FOR FISCAL YEAR 2011**

1st **RESOLVED**, that the amount of taxes, levies and charges to the towns as shown in the budget adopted for fiscal year 2011 for Sewer Districts in the amounts as follows:

SCHEDULE	SEWER DISTRICTS	AMOUNT
A	No. 1 Port Jefferson (Brookhaven)	\$763,653
B	No. 5 Strathmore (Huntington)	\$739,350
C	No. 6 King Park (Smithtown)	\$18,658
D	No. 7 Medford (Brookhaven)	\$1,393,986
E	No. 8 Strathmore Ridge (Brookhaven)	\$109,981
F	No. 9 College Park (Brookhaven)	\$94,859
G	No. 10 Stony Brook (Brookhaven)	\$1,065,138
H	No. 11 Selden (Brookhaven)	\$2,097,435
I	No. 12 Birchwood/Holbrook (Brookhaven)	\$148,588

are hereby levied against the property liable therefore as shown on the said assessment rolls for the several towns and sewer districts, found to be properly applicable for determining the equalized real property valuations by resolution adopted this date, and that the rates for said purposes, based upon the equalized full valuations established by this Legislature pursuant to the NEW YORK REAL PROPERTY TAX LAW by resolution adopted this date, are hereby fixed according to the schedules attached hereto.

SCHEDULE A					
COMPUTATION OF VALUATIONS, TAX LEVIES, AND RATES FOR SEWER DISTRICT NO. 1, 2010-2011 (PORT JEFFERSON)					
TOWN	ASSESSED VALUES ON WHICH SEWER DISTRICT NO. 1 & 1977-A EXT. TAXES ARE LEVIED	EQUALIZATION RATE	FULL VALUATION	AMOUNT OF LEVY	TAX RATE PER M OF ASSESSED VALUATION
Brookhaven	\$14,938,673	0.86	\$17,370,550	\$752,799.34	50.3927
Construction Costs Only	1,087,650	0.86	1,264,709	\$10,853.34	9.9787
TOTAL	\$16,026,323		\$18,635,259	\$763,653	
			Tax Rate per M of Full Value -	43.3377	
			Tax Rate per M of Full Value (Const. Costs Only) -	8.5817	

SCHEDULE B						
COMPUTATION OF VALUATIONS, TAX LEVIES AND RATES FOR SEWER DISTRICT NO. 5, 2010-2011 (STRATHMORE-HUNTINGTON)						
TOWN	ASSESSED VALUE ON WHICH SEWER DISTRICT NO. 5 TAXES ARE LEVIED	EQUAL-IZATION RATE	FULL VALUATION	AMOUNT OF LEVY	TAX RATE PER M OF ASSESSED VALUATION	
Huntington - Zone A	\$4,355,625	0.88	\$4,949,574	\$660,865.00	151.7268	
- Zone B	695,874	0.88	790,766	\$78,485.00	112.7862	
TOTAL	\$5,051,499		\$5,740,340	\$739,350		
	Tax Rate per M of Full Value, Zone A -		133.5196			
	Tax Rate per M of Full Value, Zone B -		99.2519			
SCHEDULE C						
COMPUTATION OF VALUATIONS, TAX LEVY AND RATES FOR SEWER DISTRICT NO. 6, 2010-2011 (KINGS PARK)						
TOWN	ASSESSED VALUE ON WHICH SEWER DISTRICT NO. 6 TAXES ARE LEVIED	EQUAL-IZATION RATE	FULL VALUATION	AMOUNT OF LEVY	TAX RATE PER M OF ASSESSED VALUATION	
Smithtown	\$2,001,265	1.33	\$1,504,711	\$18,658	9.3231	
	Tax Rate per M of Full Valuation-		12.3997			
SCHEDULE D						
COMPUTATION OF VALUATIONS, TAX LEVY, AND RATES FOR SEWER DISTRICT NO. 7, 2010-2011 (MEDFORD)						
TOWN	ASSESSED VALUE ON WHICH SEWER DISTRICT NO. 7 TAXES ARE LEVIED	EQUAL-IZATION RATE	FULL VALUATION	AMOUNT OF LEVY	TAX RATE PER M OF ASSESSED VALUATION	
Brookhaven	\$7,667,627	0.86	\$8,915,845	\$1,393,986	181.8015	
	Tax Rate per M of Full Valuation-		156.3493			

SCHEDULE E					
COMPUTATION OF VALUATIONS, TAX LEVY AND RATES FOR SEWER DISTRICT NO. 8, 2009-2010 (STRATHMORE-RIDGE)					
TOWN	ASSESSED VALUE ON WHICH SEWER DISTRICT NO. 8 TAXES ARE LEVIED	EQUAL- IZATION RATE	FULL VALUATION	AMOUNT OF LEVY	TAX RATE PER M OF ASSESSED VALUATION
Brookhaven	\$163,680	0.86	\$190,326	\$109,981	671.9269
Tax Rate per M of Full Valuation -		577.8572			
SCHEDULE F					
COMPUTATION OF VALUATIONS, TAX LEVY AND RATES FOR SEWER DISTRICT NO. 9, 2010-2011 (COLLEGE PARK)					
TOWN	ASSESSED VALUE ON WHICH SEWER DISTRICT NO. 9 TAXES ARE LEVIED	EQUAL- IZATION RATE	FULL VALUATION	AMOUNT OF LEVY	TAX RATE PER M OF ASSESSED VALUATION
Brookhaven	\$628,429	0.86	\$730,731	\$94,859	150.9462
Tax Rate per M of Full Valuation-		129.8138			
SCHEDULE G					
COMPUTATION OF VALUATIONS, TAX LEVIES, AND RATES FOR SEWER DISTRICT NO. 10, 2010-2011 (STONY BROOK)					
TOWN	ASSESSED VALUES ON WHICH SEWER DISTRICT NO. 10 TAXES ARE LEVIED	EQUAL- IZATION RATE	FULL VALUATION	AMOUNT OF LEVY	TAX RATE PER M OF ASSESSED VALUATION
Brookhaven	\$6,887,010	0.86	\$8,008,151	\$1,065,138.00	154.6590
Construction Costs	15,460	0.86	17,977	\$0.00	0.0000
TOTAL	\$6,902,470		\$8,026,128	\$1,065,138	
Tax Rate per M of Full Value-				133.0067	
Tax Rate per M of Full Value (Const. Costs)-				0.0000	

SCHEDULE H						
COMPUTATION OF VALUATIONS, TAX LEVIES, AND RATES FOR SEWER DISTRICT NO. 11, 2009-2010 (SELDEN)						
TOWN	ASSESSED VALUES ON WHICH SEWER DISTRICT NO. 11 TAXES ARE LEVIED	EQUAL- IZATION RATE	FULL VALUATION	AMOUNT OF LEVY	TAX RATE PER M OF ASSESSED VALUATION	
Brookhaven - Zone A	\$4,446,899	0.86	\$5,170,813	\$589,257.00	132.5096	
- Zone B	11,381,630	0.86	13,234,453	\$1,508,178.00	132.5098	
- Zone B Construction Costs	36,275	0.86	42,180	\$0.00	0.0000	
TOTAL	\$15,864,804		\$18,447,446	\$2,097,435		
			Tax Rate per M of Full Value-Zone A-	113.9583		
			Tax Rate per M of Full Value-Zone B-	113.9585		
			Tax Rate per M of Full Value-Zone B, Construct. Costs-	0.0000		
SCHEDULE I						
COMPUTATION OF VALUATIONS, TAX LEVIES, AND RATES FOR SEWER DISTRICT NO. 12, 2009-2010 (BIRCHWOOD/HOLBROOK)						
TOWN	ASSESSED VALUES ON WHICH SEWER DISTRICT NO. 12 TAXES ARE LEVIED	EQUAL- IZATION RATE	FULL VALUATION	AMOUNT OF LEVY	TAX RATE PER M OF ASSESSED VALUATION	
Brookhaven	1,916,583	0.86	2,228,585	\$148,588	77.5276	
			Tax Rate per M of Full Value-	66.6737		

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

RESOLUTION NO. -2010, AFFIRMING, CONFIRMING, AND ADOPTING THE ASSESSMENT ROLL FOR SUFFOLK COUNTY SEWER DISTRICT NO. 3 - SOUTHWEST AND DIRECTING THE LEVY OF ASSESSMENTS AND CHARGES WITHIN THE TOWNS OF BABYLON, ISLIP AND HUNTINGTON FOR THE SOUTHWEST SEWER DISTRICT IN THE COUNTY OF SUFFOLK FOR FISCAL YEAR 2011

WHEREAS, the Administrative Head of the Southwest Sewer District in the County of Suffolk, also known as Suffolk County Sewer District No. 3 - Southwest, did duly submit and file a tentative 2010-2011 assessment roll for said district for fiscal year 2011; and

WHEREAS, a public hearing upon said assessment roll was duly called, noticed, and held at which time the Suffolk County Legislature did hear and consider all objections and complaints addressed to the said assessment roll; and

WHEREAS, after having carefully reviewed and considered the tentative assessment roll and the objections, complaints, testimony, and comments addressed thereto; now, therefore be it

1st **RESOLVED**, that the tentative assessment roll proposed for Suffolk County Sewer District No. 3 - Southwest be and the same hereby is affirmed, confirmed, and adopted as the final 2010-2011 assessment roll for said District for fiscal year 2011, and the Clerk of the Legislature is directed to file same immediately; and it is further

2nd **RESOLVED**, that the budget for the levy of said sewer district, which has been approved and adopted by this County Legislature by previous resolution, and as adjusted by Schedule "A", attached hereto and made a part of hereof, is hereby assessed, levied, and charged upon all the property subject to special assessment and charge for the purposes of the Suffolk County Sewer District No. 3 - Southwest within the Towns of Babylon, Islip, and Huntington based upon the equalized value or full value of all such property, as determined in accordance with the equalization rates hereinafter set forth and upon the full value of the "S" parcels as determined by the Administrative Head, all as shown on the annexed schedule; plus an additional amount of \$32.66 per taxable parcel located within the District or that amount which when multiplied by the total number of taxable parcels located within the District will amount to the sum of \$2,474,485 or such other sum as the County Legislature may ultimately fix and confirm and that the warrant shall reflect this levy; and be it further

3rd **RESOLVED**, that the respective town tax receivers are hereby directed to collect the said sums as levied in the same manner provided by law for the levy of State, County, or Town taxes; and be it further

4th **RESOLVED**, that the Clerk of the Suffolk County Legislature is directed to publish a Notice of Adoption of this resolution at least once in the official newspapers of the County and in three having circulation within the sewer district. Said notice shall be substantially in the following form, to wit:

SCHEDULE A
COMPUTATION OF VALUATIONS, TAX LEVIES AND RATES FOR SOUTHWEST SEWER DISTRICT NO. 3, 2010-2011
(BABYLON, ISLIP AND HUNTINGTON)

Town	Assessed Value on Which Sewer District No. 3 Taxes are Levied	Equalization Rate	Full Valuation	Amount of Levy	Tax Rate per Million of Assessed Valuation
<u>BABYLON</u>					
(1) DISTRICT WIDE LEVY	\$199,677,438	1.19	\$16,779,616,639	\$26,474,647.79	\$132.59
(2) PER PARCEL BENEFIT CHARGE ON Parcels: 46,246	N/A	N/A	N/A	\$1,510,394.36	\$32.66
* (3) SPECIAL PARCELS					
S-1 (NYS Dept. Transportation)	\$192,620	1.19	\$16,186,555	\$25,288.22	
S-2 (NYS Dept. Transportation)	\$4,524,190	1.19	\$380,184,034	\$592,752.99	
S-7 (SUNY Farmingdale)	\$415,411	1.19	\$34,908,487	\$54,527.21	
S-10 (Belmont St. Pk.)	\$601,310	1.19	\$50,530,252	\$78,968.00	
S-15 (NYS Maint)	\$116,170	1.19	\$9,762,185	\$15,244.70	
TOTAL - SPECIAL PARCELS			\$491,571,513	\$766,781.12	
TOTAL - BABYLON			\$17,271,188,152	\$28,751,823.27	
<u>HUNTINGTON</u>					
* SPECIAL PARCELS					
S-6 (SUNY Farmingdale)	\$474,410	0.88	\$53,910,227	\$84,300.21	
TOTAL - HUNTINGTON			\$53,910,227	\$84,300.21	
<u>ISLIP</u>					
(1) DISTRICT WIDE LEVY	\$1,448,083,820	11.65	\$12,429,904,034	\$19,611,731.21	\$13.54
(2) PER PARCEL BENEFIT CHARGE ON Parcels: 29,571	N/A	N/A	N/A	\$965,788.86	\$32.66
* Dollar amount to be raised pursuant to Section 19 of the Public Lands Law					

SCHEDULE A (continued)
COMPUTATION OF VALUATIONS, TAX LEVIES AND RATES FOR SOUTHWEST SEWER DISTRICT NO. 3, 2010-2011
(BABYLON, ISLIP AND HUNTINGTON)

Town	Assessed Value on Which Sewer District No. 3 Taxes are Levied	Equalization Rate	Full Valuation	Amount of Levy	Tax Rate per Million of Assessed Valuation
<u>ISLIP (Continued)</u>					
* (3) SPECIAL PARCELS					
S-8 (C.I. State Hosp.)	\$3,598,102	11.65	\$30,884,996	\$48,224.90	
S-9 (NYS DPW)	\$1,205,410	11.65	\$10,346,867	\$16,155.79	
S-11 (Hecksher State Pk.)	\$43,569,000	11.65	\$373,982,833	\$582,861.27	
S-12 (NYS Park)	\$661,100	11.65	\$5,674,678	\$8,907.96	
S-13 (NYS Sagtikos Pk.)	\$682,300	11.65	\$5,856,652	\$9,158.86	
S-14 (NYS Armory)	\$518,500	11.65	\$4,450,644	\$6,967.93	
TOTAL - SPECIAL PARCELS			\$431,196,670	\$672,276.71	
TOTAL - ISLIP			\$12,861,100,704	\$21,249,796.78	
GRAND TOTALS			\$30,186,199,083	\$50,085,920.26	
<u>SUMMARY</u>					
BABYLON & ISLIP-DISTRICT WIDE LEVY (EXC. SPECIAL PARCELS)				\$46,086,379.00	
BABYLON & ISLIP-PER PARCEL BENEFIT CHARGE (EXC. SPECIAL PARCELS)				\$2,476,183.22	
BABYLON, HUNTINGTON & ISLIP-SPECIAL PARCELS (DISTRICT WIDE LEVY)				\$1,521,921.00	
BABYLON, HUNTINGTON & ISLIP-SP. PARCELS (PER PARCEL BENEFIT CHARGE)				\$1,437.04	
TOTAL LEVY-DIST WIDE & PER PARCEL BENEFIT CHARGE				\$50,085,920.26	
Tax Rate per M of Full Value-District Wide and Special Parcels				\$1.58	
Per Parcel Benefit Charge-District Wide and Special Parcels				\$32.66	
* Dollar amount to be raised pursuant to Section 19 of the Public Lands Law					

NOTICE IS HEREBY GIVEN that the County Legislature of the County of Suffolk, New York, duly adopted Resolution No. 1064-2010 dated November 16, 2010, affirming, confirming, and adopting the assessment roll and directing the levy of assessment and charges for the portion of the County Operating Budget for fiscal year 2011 for the Southwest Sewer District in the County of Suffolk. A true copy of said resolution is attached hereto and published herewith.

Dated: November 16, 2010

HAUPPAUGE, NY
BY ORDER OF THE COUNTY LEGISLATURE OF
THE COUNTY OF SUFFOLK, NEWYORK

BY: 
Clerk of the Legislature
Suffolk County Legislature

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

Intro. Res. No. 2117-2010
Introduced by Presiding Officer

Laid on Table 11/16/2010

**RESOLUTION NO. -2010, EXTENDING THE
TIME FOR THE ANNEXATION OF THE WARRANT TO THE
TAX ROLLS**

WHEREAS, subdivision (a) of Section 13 of the Suffolk County Tax Act authorizes the Suffolk County Legislature to fix a date other than December 1, 2010 as the last day for the annexation of the warrant to the tax and assessment rolls of the several towns; and

WHEREAS, circumstances indicate an extension must be made; now, therefore
be it

1st **RESOLVED**, that December 14, 2010 be and hereby is fixed as the date on or before which the Suffolk County Legislature shall cause to be annexed to the tax and assessment rolls of the several towns, the warrants directing the collection of taxes.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

**RESOLUTION NO. -2010, APPROVING THE
TABULATION OF TOWN CHARGES AND FIXING THE TAX
LEVIES AND CHARGES TO THE TOWNS FOR THE MTA TAX
UNDER THE COUNTY BUDGET FOR FISCAL YEAR 2011**

WHEREAS, Local Law No. 31-2009 requires that the 10 Town Tax Receivers set forth on the real property tax bills they prepare, as a separate item, the proportionate aggregate amount of tax due for all County funds which is attributable to the Metropolitan Commuter Transportation District Mobility Tax with the tax next to a heading entitled "New York State MTA Tax"; and

WHEREAS, consistent with the intent of Local Law No. 31-2009 Suffolk County's Adopted 2011 Operating Budget adopted a property tax levy, separate from the levies for the General, Police District and Southwest Sewer District Levies, for the explicit purpose of paying the New York State MTA Tax; now, therefore be it

1st **RESOLVED**, that the tabulations of charges to the towns shown below for the New York State MTA Tax be approved and that the amounts thereof as specified be and hereby are made charges against the respective towns to be levied and extended upon the assessment rolls of the several towns for the year 2010-2011 found to be properly applicable for determining the equalized real property valuations by resolution adopted this date; and be it further

2nd **RESOLVED**, that the amount of tax levies and charges to the towns for the Suffolk County Operating Budget, MTA Tax component, as shown by the budget adopted for fiscal year 2011 in the amounts as follows:

General Fund	
<u>Towns</u>	<u>Amount</u>
Babylon	\$143,051.29
Brookhaven	\$368,400.24
East Hampton	\$169,291.37
Huntington	\$255,372.29
Islip	\$253,370.58
Riverhead	\$37,351.54
Shelter Island	\$20,859.02
Smithtown	\$126,957.09
Southampton	\$365,307.49
Southold	\$67,142.07
TOTALS	\$1,807,102.98

Police District	
<u>Towns</u>	<u>Amount</u>
Babylon	\$127,683.92
Brookhaven	\$348,731.92
Huntington	\$218,632.33
Islip	\$234,829.23
Smithtown	\$113,727.60
TOTALS	\$1,043,605.00

Southwest Sewer District	
<u>Towns</u>	<u>Amount</u>
Babylon	\$12,904.36
Huntington	\$37.80
Islip	\$9,522.84
TOTALS	\$22,465.01

are hereby levied against the property liable therefore as shown on the said assessment rolls for the several towns and tax districts, and that the rates for said purposes, based upon the equalized full valuations established by this Legislature pursuant to the NEW YORK REAL PROPERTY TAX LAW by resolution adopted this date, are hereby fixed according to the schedules attached hereto; and be it further

3rd **RESOLVED**, that nothing contained herein shall be construed as approval of the substantive content of the Suffolk County Operating Budget, 2011 Adopted Suffolk County Operating Budget or any real property tax increase contained therein since the act of approving this Resolution represents a ministerial act over which the Suffolk County Legislature and individual Legislators cannot exercise any discretion.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

2120

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

Laid on Table 11/16/10

**RESOLUTION NO. -2010, APPROVING THE
APPOINTMENT OF A RELATIVE OF A DISTRICT COURT
JUDGE IN THE SUFFOLK COUNTY CLERK'S OFFICE**

WHEREAS, §A6-3(B) of the SUFFOLK COUNTY ADMINISTRATIVE CODE requires Legislative approval for the hiring or promotion of any relative of another County official as defined herein, or who is a relative of a County police officer holding the rank of Captain or above, for a position not being filled pursuant to New York Civil Service Law competitive examinations or for promotional or supervisory positions in the Suffolk County Police Department, then such hiring or promoting shall not be effective unless or until it is approved by a resolution of the Suffolk County Legislature; and

WHEREAS, Stephanie Porciello, mother-in-law of District Court Judge Glenn A. Murphy, has been offered employment in the Suffolk County Clerk's Office as a Part-Time Clerk Typist, Position No. 01-1410-0000-0000-1; now, therefore be it

1st RESOLVED, that the appointment of Stephanie Porciello, as a Part-Time Clerk Typist in the Suffolk County Clerk's Office is hereby approved pursuant to §A6-3(B) of the SUFFOLK COUNTY ADMINISTRATIVE CODE; 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\ir-nepotism-county-clerk-office

2121

Intro. Res. No. 2010

Laid on Table 11/16/10

Introduced by the Presiding Officer at the request of the County Executive

RESOLUTION NO. , 2010 AUTHORIZING AND DIRECTING THE COMMISSIONER OF PUBLIC WORKS AND ADMINISTRATIVE HEAD OF SEWER DISTRICTS TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE TOWN OF BROOKHAVEN FOR THE DISPOSAL OF BROOKHAVEN LEACHATE AT SEWER DISTRICT NO. 3, SOUTHWEST AND THE COUNTY'S DISPOSAL OF VARIOUS WASTE MATERIALS AT THE BROOKHAVEN HORSEBLOCK LANDFILL

WHEREAS, a Memorandum of Understanding dated March 14, 1983 was entered into between Suffolk County and the Town of Brookhaven with respect to the disposal of landfill leachate from the Town's landfill at the Sewer District No. 3, Southwest Bergen Point Wastewater Treatment Facility and the County's disposal of various waste materials to the Brookhaven landfill; and

WHEREAS, the initial agreement was renewed during 1998, 2003, and 2008 with an extension until April 13, 2013; and

WHEREAS, the Town of Brookhaven and County are in agreement that an additional modification and expansion of the agreement is necessary in order to record recent negotiations with respect to the receipt of leachate and waste materials at the respective municipalities; now, therefore, be it

RESOLVED, that the County of Suffolk and the Administrative Head of the sewer districts has the authority to execute a Memorandum of Understanding with the Town of Brookhaven under Section 119-o of the New York General Municipal Law and Section 424-48 of the laws of Suffolk County which provides that the existing Memorandum of Understanding merges with and is superseded by a Memorandum of Understanding and in addition, the Town of Brookhaven shall accept from the County of Suffolk various waste materials which may include street sweepings, demolition debris, acceptable recyclables, and brush collected by the Suffolk County Department of Public Works from Suffolk County roads collected from roads under the jurisdiction of the County of Suffolk outside of the Town of Brookhaven.

DATED:

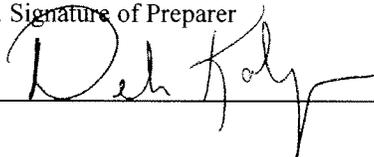
APPROVED BY:

County Executive of Suffolk County

Date of Approval:

2121

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 AND DIRECTING THE COMMISSIONER OF PUBLIC WORKS AND ADMINISTRATIVE HEAD OF SEWER DISTRICTS TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE TOWN OF BROOKHAVEN FOR THE DISPOSAL OF BROOKHAVEN LEACHATE AT SEWER DISTRICT NO. 3, SOUTHWEST AND THE COUNTY'S DISPOSAL OF VARIOUS WASTE MATERIALS AT THE BROOKHAVEN HORSEBLOCK LANDFILL		
3. Purpose of Proposed Legislation		
Suffolk County and the Town of Brookhaven have an existing MOU that allows for the disposal of landfill leachate from the Town's landfill at the Southwest Sewer District Wastewater Treatment Facility and allows for the disposal of various waste materials from Suffolk County at the Brookhaven Landfill. This legislation will allow for an expansion of this agreement to allow the County to dispose of additional waste materials which may include street sweepings, demolition debris, acceptable recyclables, and brush collected by the Suffolk County Department of Public Works from roads under the jurisdiction of the County of Suffolk outside of the Town of Brookhaven.		
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 enter into a new MOU to allow for the disposal of various street sweepings at the Brookhaven Landfill.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
Street sweepings collected from roads under the jurisdiction of the County of Suffolk outside of the Town of Brookhaven are at a rate of \$18 per ton.		
8. Proposed Source of Funding		
Operating Budget		
9. Timing of Impact		
Upon Execution of Agreement.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Debra Kolyer Principal Financial Analyst		November 5, 2010

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

2121

GENERAL FUND

	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

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	\$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.

RESOLUTION SUBMITTAL SHEET

2121

Capital Project		Legislative Districts	
Operating Fund		Federal Aid %	
Other		State Aid %	

Give a complete description of why we are asking for reso; if aided, state status of aid

Authorizing and Directing the Commissioner of Public Works and Administrative Head of Sewer Districts to Enter into a Memorandum of Understanding with the Town of Brookhaven for the Disposal of Brookhaven Leachate at Sewer District No. 3 Southwest and the County's Disposal of Various Waste Materials at the Brookhaven Horseblock Landfill

Previous resolution (list previous reso for the same work)

<u>Resolution Number</u>	<u>Purpose</u>	<u>Amount</u>
---------------------------------	-----------------------	----------------------

Amounts being requested

Planning	<u>0</u>
Site	<u>0</u>
Construction	<u>0</u>
Land	<u>0</u>
F&E	<u>0</u>

Current Funding

Planning	<u>0</u>
Site	<u>0</u>
Construction	<u>0</u>
Land	<u>0</u>
F&E	<u>0</u>

Project Status

Est. planning completion	Design consultant
Est. construction start	Contractor
Est. construction completion	

State required offsets, their Legislative Districts, and a detailed explanation of why we do not need the funds; state if we believe the legislator from the offset district will have a major issue)

<u>Offset</u>	<u>Leg. District</u>	<u>Comments</u>
----------------------	-----------------------------	------------------------

COUNTY OF SUFFOLK

755
2121



OCT 06 2010

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

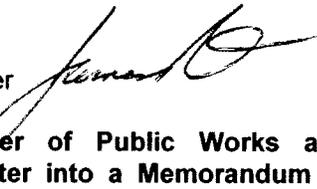
JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

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

SUBJECT: **Authorizing and Directing the Commissioner of Public Works and Administrative Head of Sewer Districts to Enter into a Memorandum of Understanding with the Town of Brookhaven for the Disposal of Brookhaven Leachate at Sewer District No. 3 Southwest and the County's Disposal of Various Waste Materials at the Brookhaven Horseblock Landfill**

DATE: October 4, 2010

Attached is a draft resolution, SCIN Form 175a and 175b, and backup filed as Reso DPW Memorandum of Understanding with Town of Brookhaven dated 7-16-10 and backup filed as Reso-Backup DPW Memorandum of Understanding with Town of Brookhaven dated 7-16-10 which addresses the need for a Memorandum of Understanding with the Town of Brookhaven to be merged with existing agreements that concern the disposal of the Town of Brookhaven's leachate at the Bergen Point Wastewater Treatment Facility and the disposal of various street sweepings, demolition debris, acceptable recyclables, brush, and street sweepings from the County to the Brookhaven landfill. An existing Memorandum of Understanding exists that includes certain conditions through April 2013, however, recent negotiations with the Town and as a result of changes in the laws of Suffolk County requires a resolution to be adopted authorizing the incorporation of new conditions and the execution of the Memorandum of Understanding. The major addition to the Memorandum of Understanding is that Suffolk County road street sweepings collected from roads under the jurisdiction of the County of Suffolk outside of the Town of Brookhaven at a rate of \$18 per ton are incorporated into the agreement. We appreciate the resolution being laid on the table at your earliest convenience.

JP:BW:ni
Attachment

cc: Ed Dumas, Chief Deputy County Executive
 Gil Anderson, P.E., Commissioner
 Brendan Chamberlain, Director of Intergovernmental Relations
 Lynne Bizzarro, Esq., Deputy County Attorney
 Laura Conway, CPA, Chief Accountant
 Carmine Chiusano, Assistant Budget Director
 Ben Wright, P.E., Chief Engineer, Sanitation
 John Donovan, P.E., Principal Civil Engineer, Sanitation
 CE Reso Review

jp-bw10-4-10 Memo of Understanding memo to KCrannell

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

2121

MEMORANDUM OF UNDERSTANDING

TOWN OF BROOKHAVEN – COUNTY OF SUFFOLK

WHEREAS, the Town of Brookhaven has disposed of leachate generated from its Horseblock Road landfill (the “Landfill”) at Suffolk County’s Southwest Sewer District Bergen Point Facility (“Bergen Point”) pursuant to a Memorandum of Understanding between the Town of Brookhaven and the County of Suffolk (by the Administrative Head of the Suffolk County Sewer Districts) dated March 14, 1983, and

WHEREAS, The Town of Brookhaven and Suffolk County subsequently renewed this Memorandum of Understanding on April 13, 1998 and April 13, 2003 and extended this agreement until April 13, 2008 and accordingly, both the Town of Brookhaven and Suffolk County now seek to extend this agreement for another five year term, and

WHEREAS, the Town of Brookhaven has allowed the County of Suffolk to dispose of various waste materials including demolition debris, acceptable recyclables, and brush collected by the Suffolk County Department of Public Works from Suffolk County roads at no charge, and the disposal of various other materials including Suffolk County Sewer District waste such as, filtercake (pursuant to the above-noted March 14, 1983 Memorandum of Understanding), grit, and material from “Vac-Alls” at the landfill, at a reasonable charge, all being of benefit to the County of Suffolk, and

WHEREAS, in view of the uniqueness of the Town’s services to Suffolk County in accepting the above-noted materials, the benefits which accrue to the County, and in view of the uniqueness of the County’s services to the Town of Brookhaven by virtue of the acceptance of leachate at Bergen Point, the benefits of which accrue to the Town, and in view of the benefits to the environment which result from the proper and timely disposal of these materials at appropriate disposal sites,

2121

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES AGREE AS FOLLOWS:

1. The Town of Brookhaven will continue to accept disposal of demolition debris generated within the Town of Brookhaven, acceptable recyclables such as non-contaminated cardboard and paper, and brush removed from roads under the jurisdiction of the county of Suffolk by the Suffolk County Department of Public Works, all at no charge, and will continue to conditionally accept Southwest Sewer District waste, such as filtercake, grit, and material for Vac-Alls at current rates (Exhibit "A" annexed hereto) provided it is odor free and does not cause a odor problem in the landfill or surrounding communities. Should odorous material be delivered, the Town reserves the right to temporarily stop acceptance of the material until such time that the County can take measures to adequately control odors. Should effective odor control measures not be possible, then the Town shall have the right to permanently terminate acceptance of this material.
2. The County of Suffolk Department of Public Works will continue to accept leachate from the Town of Brookhaven Landfill, at the rate established in Exhibit "A", annexed hereto. The Town agrees to deliver available leachate to Bergen Point on Saturdays on a regular basis and to provide for Sunday deliveries when possible. The Town also agrees to take measures to adequately control odors from the leachate if deemed necessary by the County.
3. The obligations of the parties hereto to accept the above-noted materials at the Landfill and at Bergen Point is subject at all times to the requirements of the permits for operation of the aforesated facilities and to any law, code, regulation, or judicial or regulatory decision regarding the acceptability of said materials at the respective facilities and to any changes thereof, and to the operational constraints of said facilities.
4. Either party to this Memorandum of Understanding may withdraw from this agreement for any reason by ninety (90) days notice in writing to the other

2121

party as set forth hereinbelow. Also either party may change its representative or address by written notice to the other party.

County of Suffolk
Department of Public Works
Gilbert Anderson, P.E., Commissioner
335 Yaphank Avenue
Yaphank, New York 11980

Town of Brookhaven
Ed Hubbard, Acting Commissioner
One Independence Hill
Farmingville, NY 11738

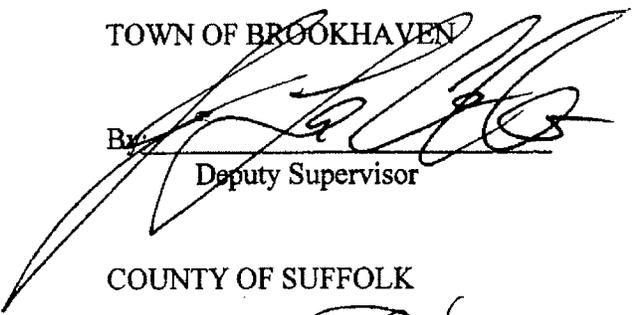
5. The term of this agreement shall be for five (5) years from the date of execution hereof.
6. This Memorandum of Understanding is solely for the benefit of the parties hereto, and confers no rights to third parties. This agreement may not be assigned by either party without the prior consent of the other party in writing. This agreement shall not be construed between the parties, other than as a Memorandum of Understanding.
7. The Town of Brookhaven represents and warrants that neither the Town of Brookhaven nor any official officer, employee, etc., of the Town of Brookhaven has offered or given any gratuity to any official or employee or agent of Suffolk County, New York State or 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 determination with respect to the performance of an agreement, and that the Town of Brookhaven has read and is familiar with the provisions of Suffolk County Local Law Number 32-1980.

2121

Dated: Farmingville, New York

Dec. 17, 2008

TOWN OF BROOKHAVEN

By: 

Deputy Supervisor

COUNTY OF SUFFOLK

By: 

Commissioner

2121

STATE OF NEW YORK)

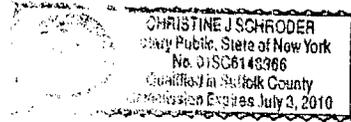
: ss.:

COUNTY OF SUFFOLK

On this *17* day of *Dec*, 2008, before me personally came ~~James LaCarri~~ *James LaCarri* personally known, who being by me duly sworn, did depose and say that he resides at *Ronkonkoma*, New York; that he is the *Deputy Supervisor* of the TOWN OF BROOKHAVEN, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said municipal corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Brookhaven, and that he signed his name thereto by like order.

Christine J Schroder

Notary Public



STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On this *24* day of *October* 2008, before me personally came Gilbert Anderson to me known, who being by me duly sworn did depose and say that he resides at _____, New York; that he is the Commissioner of Public Works of the COUNTY OF SUFFOLK, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation and that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Elizabeth Duffy
Notary Public



EXHIBIT "A"

2121

SUFFOLK COUNTY SEWER DISTRICT NO. 3 – SOUTHWEST
WASTE MATERIALS TO "LANDFILL"
2008 - 2013

<u>WASTE TYPE</u>	<u>2008 – 2013 RATE PER TON</u>
Sludge Ash	\$20.00
Vacuum Trucks (Vac-Alls)	\$40.00
Sludge Filer Cake	\$60.00

TOWN OF BROOKHAVEN
LEACHATE TO BERGEN POINT

The rate per 1,000 gallons of rated capacity of leachate disposed at Bergen Point is:

April 13, 2008 – April 12, 2009	\$24.00
April 13, 2009 – April 12, 2010	\$26.00
April 13, 2010 – April 12, 2011	\$28.00
April 13, 2011 – April 12, 2012	\$30.00
April 13, 2012 – April 12, 2013	\$33.00

2122

Intro. Res. No. -2010

Laid on Table

11/16/10

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

RESOLUTION NO. -2010, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 5 – STRATHMORE HUNTINGTON (CP 8115)

WHEREAS, the Strathmore Huntington sewer system is aging and in need of rehabilitation; and

WHEREAS, there have been emergency response to failures of portions of the sewer system; and

WHEREAS, the rehabilitation and/or replacement of portions of the sewer system will minimize the need to provide emergency response; and

WHEREAS, the Legislature determined in Resolution 596-2010 that the proposed Department of Public Works improvements at Sewer District No. 5 – Strathmore Huntington, Town of Huntington constitutes a Type II action, pursuant to the provisions of Title 6 NYCRR, Part 617.5(c)(2) and Chapter 279 of the Suffolk County Code, which project involves replacement, rehabilitation or reconstruction of a structure or facility in kind, on the same site; and

WHEREAS, the 2010 Adopted Capital Program & Budget includes sufficient funds for constructing the improvements; and

WHEREAS, Resolution 471-1994 as revised by Resolution No. 461-2006, established the use of a priority ranking system, implemented in the Adopted 2010 Capital Budget, as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$400,000 in Sewer District Serial Bonds; now, therefore be it

1st **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-eight (68), 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 the proceeds of \$400,000 in Sewer District Serial Bonds be and they hereby are appropriated as follows:

<u>Project No.</u>	<u>Project Title</u>	<u>AMOUNT</u>
527-CAP-8115.313 (Fund 205-Debt Service)	Improvements to Sewer District 5 – Strathmore Huntington – construction	\$400,000

and be it further

3rd **RESOLVED**, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the constructing improvements to SD #5 Strathmore Huntington.

DATED:

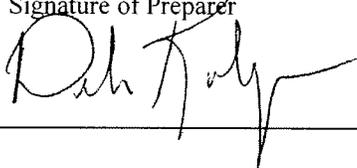
APPROVED BY:

County Executive of Suffolk County

Date:

2177

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 FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 5-STRATHMORE HUNTINGTON (CP8115)		
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		
SUFFOLK COUNTY SEWER DISTRICT 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		
SUFFOLK COUNTY SEWER DISTRICT SERIAL BONDS		
9. Timing of Impact		
2012		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Debra Kolyer Principal Financial Analyst		November 1, 2010

SCIN FORM 175b (10/95)

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

2122

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.

Suffolk County
 General Obligation Serial Bonds
 Level Debt

2172

Term of Bonds: 20
 Amount to Bond: \$400,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2011					
11/1/2011					
5/1/2012	2.500%	\$13,537.56	\$15,700.00	\$29,237.56	\$29,237.56
			\$7,584.33	\$7,584.33	
5/2/2013	3.500%	\$14,068.91	\$7,584.33	\$21,653.24	\$29,237.56
			\$7,308.22	\$7,308.22	
5/2/2014	3.500%	\$14,621.12	\$7,308.22	\$21,929.34	\$29,237.56
			\$7,021.28	\$7,021.28	
5/2/2015	3.500%	\$15,195.00	\$7,021.28	\$22,216.28	\$29,237.56
			\$6,723.08	\$6,723.08	
5/1/2016	3.500%	\$15,791.40	\$6,723.08	\$22,514.48	\$29,237.56
			\$6,413.18	\$6,413.18	
5/1/2017	3.500%	\$16,411.21	\$6,413.18	\$22,824.39	\$29,237.56
			\$6,091.11	\$6,091.11	
5/1/2018	3.500%	\$17,055.35	\$6,091.11	\$23,146.46	\$29,237.56
			\$5,756.39	\$5,756.39	
5/2/2019	3.500%	\$17,724.78	\$5,756.39	\$23,481.17	\$29,237.56
			\$5,408.55	\$5,408.55	
5/1/2020	3.500%	\$18,420.47	\$5,408.55	\$23,829.02	\$29,237.56
			\$5,047.04	\$5,047.04	
5/1/2021	3.500%	\$19,143.48	\$5,047.04	\$24,190.52	\$29,237.56
			\$4,671.35	\$4,671.35	
5/1/2022	3.750%	\$19,894.86	\$4,671.35	\$24,566.21	\$29,237.56
			\$4,280.92	\$4,280.92	
5/2/2023	4.000%	\$20,675.73	\$4,280.92	\$24,956.65	\$29,237.56
			\$3,875.15	\$3,875.15	
5/1/2024	4.500%	\$21,487.25	\$3,875.15	\$25,362.41	\$29,237.56
			\$3,453.47	\$3,453.47	
5/1/2025	4.500%	\$22,330.63	\$3,453.47	\$25,784.10	\$29,237.56
			\$3,015.23	\$3,015.23	
5/1/2026	4.500%	\$23,207.11	\$3,015.23	\$26,222.33	\$29,237.56
			\$2,559.79	\$2,559.79	
5/2/2027	4.500%	\$24,117.98	\$2,559.79	\$26,677.77	\$29,237.56
			\$2,086.47	\$2,086.47	
5/1/2028	4.500%	\$25,064.62	\$2,086.47	\$27,151.09	\$29,237.56
			\$1,594.58	\$1,594.58	
5/1/2029	4.750%	\$26,048.40	\$1,594.58	\$27,642.98	\$29,237.56
			\$1,083.38	\$1,083.38	
5/1/2030	4.750%	\$27,070.80	\$1,083.38	\$28,154.18	\$29,237.56
			\$552.12	\$552.12	
5/2/2031	4.750%	\$28,133.33	\$552.12	\$28,685.45	\$29,237.56
		\$400,000.00	\$184,751.28	\$584,751.28	\$584,751.28

COUNTY OF SUFFOLK

2172-758



OCT 20 2010

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James Peterman, P.E., Chief Deputy Commissioner *James Peterman*

SUBJECT: **Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 5 – Strathmore Huntington (CP 8115)**

DATE: October 14, 2010

Attached is a draft resolution filed as jp-bw10-14-10 Reso-DPW sd5 Strathmore Huntington Improvements CP 8115 and appropriate forms with backup (filed as jp-bw10-14-10 Reso-Backup- DPW 175A sd5 Strathmore Huntington Improvements CP 8115 and jp-bw10-14-10 Reso-Backup-DPW 175B sd5 Strathmore Huntington Improvements CP 8115). The project involves rehabilitation and replacement of portions of the sewer system. Financing needs are contained in the 2010 Adopted Capital Program and Budget and use Sewer District Serial Bonds.

The public hearing was held on September 16, 2010. The findings resolution has been submitted and must be adopted prior to consideration of this resolution. We appreciate the resolution being laid on the table at the appropriate time.

JP:BW:ni
Attachment

cc: Ed Dumas, Chief Deputy County Executive
 Gil Anderson, P.E., Commissioner
 Brendan Chamberlain, Director of Intergovernmental Relations
 Lynne Bizzarro, Esq., Deputy County Executive
 Laura Conway, CPA, Chief Accountant
 Carmine Chiusano, Budget Office
 Ben Wright, P.E., Principal Civil Engineer
 John Donovan, P.E., Principal Civil Engineer
 CE Reso Review
 jp-bw10-14-10 Reso-Backup-DPW sd5 Strathmore Huntington serial bonds CP 8115 memo to KCrannell

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

2123

Intro. Res. No. -2010

Laid on Table

11/16/10

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2010, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 14 – PARKLAND (CP 8118)

WHEREAS, the Sewer District No. 14 – Parkland Sewer System requires improvements; and

WHEREAS, there are sufficient funds identified in the 2010 Capital Budget and Program for the improvement of Suffolk County Sewer District No. 14 – Parkland; and

WHEREAS, the Administrative Head of Sewer District No. 14 – Parkland has requested that funds be appropriated to cover construction costs associated with the improvement project; and

WHEREAS, a resolution authorizing the issuance of \$1,000,000 in Sewer District Serial Bonds and this resolution which appropriates funds have been submitted to the Legislature for approval; 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 2010 Capital Budget, as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$1,000,000 in Sewer District Serial Bonds; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of seventy two (72), 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 the proceeds of \$1,000,000 in Sewer District Serial Bonds be and they hereby are appropriated as follows:

<u>Project No.</u>	<u>Project Title</u>	<u>AMOUNT</u>
527-CAP-8118.312 (Fund 214-Debt Service)	Improvements to Sewer District 14-Parkland, Construction	\$1,000,000

and be it further

3rd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, pursuant to Resolution 265-05 hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) of Title 6 of New York Code of Rules and Regulations ("NYCRR"). Since this law is a Type II action, the Legislature has no further responsibilities under SEQRA.

4th **RESOLVED**, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the sewer system improvements to SD 14 – Parkland.

DATED:

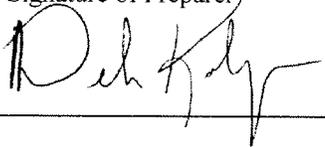
APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2123

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 FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 14-PARKLAND (CP8118)		
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		
SUFFOLK COUNTY SEWER DISTRICT 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		
SUFFOLK COUNTY SEWER DISTRICT SERIAL BONDS		
9. Timing of Impact		
2012		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Debra Kolyer Principal Financial Analyst		November 1, 2010

SCIN FORM 175b (10/95)

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

2123

GENERAL FUND

	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

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	\$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.

Suffolk County
 General Obligation Serial Bonds
 Level Debt

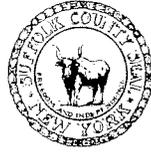
2123

Term of Bonds: 20
 Amount to Bond: \$1,000,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2011					
11/1/2011					
5/1/2012	2.500%	\$33,843.91	\$39,250.00	\$73,093.91	\$73,093.91
			\$18,960.81	\$18,960.81	
5/2/2013	3.500%	\$35,172.28	\$18,960.81	\$54,133.10	\$73,093.91
			\$18,270.56	\$18,270.56	
5/2/2014	3.500%	\$36,552.80	\$18,270.56	\$54,823.35	\$73,093.91
			\$17,553.21	\$17,553.21	
5/2/2015	3.500%	\$37,987.49	\$17,553.21	\$55,540.70	\$73,093.91
			\$16,807.70	\$16,807.70	
5/1/2016	3.500%	\$39,478.50	\$16,807.70	\$56,286.21	\$73,093.91
			\$16,032.94	\$16,032.94	
5/1/2017	3.500%	\$41,028.03	\$16,032.94	\$57,060.97	\$73,093.91
			\$15,227.76	\$15,227.76	
5/1/2018	3.500%	\$42,638.38	\$15,227.76	\$57,866.15	\$73,093.91
			\$14,390.99	\$14,390.99	
5/2/2019	3.500%	\$44,311.94	\$14,390.99	\$58,702.92	\$73,093.91
			\$13,521.36	\$13,521.36	
5/1/2020	3.500%	\$46,051.18	\$13,521.36	\$59,572.55	\$73,093.91
			\$12,617.61	\$12,617.61	
5/1/2021	3.500%	\$47,858.69	\$12,617.61	\$60,476.30	\$73,093.91
			\$11,678.38	\$11,678.38	
5/1/2022	3.750%	\$49,737.15	\$11,678.38	\$61,415.53	\$73,093.91
			\$10,702.29	\$10,702.29	
5/2/2023	4.000%	\$51,689.33	\$10,702.29	\$62,391.62	\$73,093.91
			\$9,687.89	\$9,687.89	
5/1/2024	4.500%	\$53,718.14	\$9,687.89	\$63,406.02	\$73,093.91
			\$8,633.67	\$8,633.67	
5/1/2025	4.500%	\$55,826.57	\$8,633.67	\$64,460.24	\$73,093.91
			\$7,538.07	\$7,538.07	
5/1/2026	4.500%	\$58,017.76	\$7,538.07	\$65,555.84	\$73,093.91
			\$6,399.47	\$6,399.47	
5/2/2027	4.500%	\$60,294.96	\$6,399.47	\$66,694.44	\$73,093.91
			\$5,216.19	\$5,216.19	
5/1/2028	4.500%	\$62,661.54	\$5,216.19	\$67,877.72	\$73,093.91
			\$3,986.45	\$3,986.45	
5/1/2029	4.750%	\$65,121.00	\$3,986.45	\$69,107.46	\$73,093.91
			\$2,708.45	\$2,708.45	
5/1/2030	4.750%	\$67,677.00	\$2,708.45	\$70,385.46	\$73,093.91
			\$1,380.29	\$1,380.29	
5/2/2031	4.750%	\$70,333.33	\$1,380.29	\$71,713.62	\$73,093.91
		\$1,000,000.00	\$461,878.20	\$1,461,878.20	\$1,461,878.20

COUNTY OF SUFFOLK

759



2123

OCT 20 2010

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

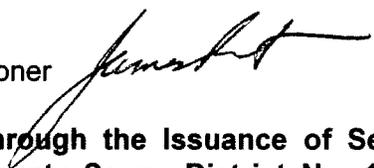
JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

M E M O R A N D U M

TO: Ken Crannell, Deputy County Executive

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

SUBJECT: **A Draft Resolution Appropriating Funds through the Issuance of Serial Bonds for the Improvements to Suffolk County Sewer District No. 14 – Parkland (CP 8118)**

DATE: October 14, 2010

Attached is a draft resolution, SCIN Form 175a and 175b, and backup for the referenced capital project filed as Reso DPW-bw – SD 14 Improvements CP 8118 – 10-14-10 and backup filed as Reso-Backup DPW-bw – SD 14 Improvements CP 8118 – 10-14-10. The resolution appropriates \$1,000,000 for construction of improvements to the aging infrastructure and improvements to instrumentation and energy controls, electrical systems and equipment. The source of funding is Sewer District Serial Bonds which is included in the Adopted 2010 Capital Budget. The project is essential to improve efficiency and energy utilization.

The public hearing was held on October 12, 2010. The findings resolution has been submitted and must be adopted prior to consideration of this resolution. We appreciate it being laid on the table at the appropriate time.

JP:BW:ni
Attachment

- cc: Ed Dumas, Chief Deputy County Executive
- Gil Anderson, P.E., Commissioner
- Brendan Chamberlain, Director of Intergovernmental Relations
- Lynne Bizzarro, Esq., Deputy County Attorney
- Laura Conway, CPA, Chief Accountant
- Carmine Chiusano, Budget Office
- Ben Wright, P.E., Principal Civil Engineer
- John Donovan, P.E., Principal Civil Engineer
- CE RESO REVIEW

jp-bw10-14-10 Reso-Backup DPW sd14 Improvements CP 8118 Memo to KCrannell

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

2124

Intro. Res. No. -2010

Laid on Table

11/16/10

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2010, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 7-MEDFORD (CP 8150)

WHEREAS, Sewer District No. 7 – Medford requires sewer system infrastructure improvements; and

WHEREAS, there are sufficient funds identified in the 2010 Capital Budget and Program for the improvement of Suffolk County Sewer District 7 – Medford; and

WHEREAS, the Administrative Head of Sewer District No. 7 – Medford has requested that funds be appropriated to cover costs associated with the improvement project; and

WHEREAS, a resolution authorizing the issuance of \$200,000 in serial bonds and this resolution which appropriates funds have been submitted to the Legislature for approval; 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 2010 Capital Budget, as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$200,000 in Sewer District Serial Bonds; now therefore, be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-seven (67), 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 the proceeds of \$200,000 in Sewer District Serial Bonds be and they hereby are appropriated as follows:

<u>PROJECT NO.</u>	<u>PROJECT TITLE</u>	<u>AMOUNT</u>
527-CAP-8150.311 (Fund 207-Debt Service)	Improvements to Sewer District 7 – Medford Construction	\$200,000

and be it further

3rd RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, and pursuant to Resolution No. 439-2005 hereby finds and determines that the proposed improvement and/or rehabilitation to the SD No. 7 – Medford constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617:5 (1) and (2) in that the project includes repair/replacement/rehabilitation; as a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

4th **RESOLVED**, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the improvements to SD 7 – Medford

DATED:

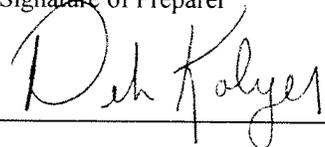
APPROVED BY:

County Executive of Suffolk County

Date of Approval:

2124

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, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 7-MEDFORD (CP8150)		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u> County </u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
SUFFOLK COUNTY SEWER DISTRICT 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		
SUFFOLK COUNTY SEWER DISTRICT SERIAL BONDS		
9. Timing of Impact		
2012		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Debra Kolyer Principal Financial Analyst		November 1, 2010

SCIN FORM 175b (10/95)

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

2124

GENERAL FUND

	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

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	\$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.

Suffolk County
 General Obligation Serial Bonds
 Level Debt

2124

Term of Bonds: 20
 Amount to Bond: \$200,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2011					
11/1/2011					
5/1/2012	2.500%	\$6,768.78	\$7,850.00	\$14,618.78	\$14,618.78
			\$3,792.16	\$3,792.16	
5/2/2013	3.500%	\$7,034.46	\$3,792.16	\$10,826.62	\$14,618.78
			\$3,654.11	\$3,654.11	
5/2/2014	3.500%	\$7,310.56	\$3,654.11	\$10,964.67	\$14,618.78
			\$3,510.64	\$3,510.64	
5/2/2015	3.500%	\$7,597.50	\$3,510.64	\$11,108.14	\$14,618.78
			\$3,361.54	\$3,361.54	
5/1/2016	3.500%	\$7,895.70	\$3,361.54	\$11,257.24	\$14,618.78
			\$3,206.59	\$3,206.59	
5/1/2017	3.500%	\$8,205.61	\$3,206.59	\$11,412.19	\$14,618.78
			\$3,045.55	\$3,045.55	
5/1/2018	3.500%	\$8,527.68	\$3,045.55	\$11,573.23	\$14,618.78
			\$2,878.20	\$2,878.20	
5/2/2019	3.500%	\$8,862.39	\$2,878.20	\$11,740.58	\$14,618.78
			\$2,704.27	\$2,704.27	
5/1/2020	3.500%	\$9,210.24	\$2,704.27	\$11,914.51	\$14,618.78
			\$2,523.52	\$2,523.52	
5/1/2021	3.500%	\$9,571.74	\$2,523.52	\$12,095.26	\$14,618.78
			\$2,335.68	\$2,335.68	
5/1/2022	3.750%	\$9,947.43	\$2,335.68	\$12,283.11	\$14,618.78
			\$2,140.46	\$2,140.46	
5/2/2023	4.000%	\$10,337.87	\$2,140.46	\$12,478.32	\$14,618.78
			\$1,937.58	\$1,937.58	
5/1/2024	4.500%	\$10,743.63	\$1,937.58	\$12,681.20	\$14,618.78
			\$1,726.73	\$1,726.73	
5/1/2025	4.500%	\$11,165.31	\$1,726.73	\$12,892.05	\$14,618.78
			\$1,507.61	\$1,507.61	
5/1/2026	4.500%	\$11,603.55	\$1,507.61	\$13,111.17	\$14,618.78
			\$1,279.89	\$1,279.89	
5/2/2027	4.500%	\$12,058.99	\$1,279.89	\$13,338.89	\$14,618.78
			\$1,043.24	\$1,043.24	
5/1/2028	4.500%	\$12,532.31	\$1,043.24	\$13,575.54	\$14,618.78
			\$797.29	\$797.29	
5/1/2029	4.750%	\$13,024.20	\$797.29	\$13,821.49	\$14,618.78
			\$541.69	\$541.69	
5/1/2030	4.750%	\$13,535.40	\$541.69	\$14,077.09	\$14,618.78
			\$276.06	\$276.06	
5/2/2031	4.750%	\$14,066.67	\$276.06	\$14,342.72	\$14,618.78
		\$200,000.00	\$92,375.64	\$292,375.64	\$292,375.64

COUNTY OF SUFFOLK



2124 760
OCT 20 2010

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

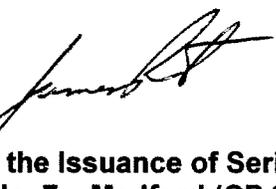
DEPARTMENT OF PUBLIC WORKS

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive
FROM: James Peterman, P.E., Chief Deputy Commissioner 
SUBJECT: **A Draft Resolution Appropriating Funds through the Issuance of Serial Bonds for Improvements to Suffolk County Sewer District No. 7 – Medford (CP 8150)**
DATE: October 14, 2010

Attached is a draft resolution, SCIN Form 175a and 175b, and backup for the referenced capital project filed as Reso DPW sd7 Improvements CP 8150 10-14-10 and backup filed as Reso-Backup DPW sd7 Improvements CP 8150 10-14-10 for improvements to Sewer District 7 – Medford sewer system. Work involves construction associated with the sewer system. Financing needs use serial bonds totaling \$200,000.

The financing of the \$200,000 in this sewer district would raise the typical annual property charge by less than \$6.00 which is less than the cap for a State Comptroller application of \$18 per typical property. Serial bonds are identified within the capital budget.

The public hearing was held on October 12, 2010. The findings resolution has been submitted and must be adopted prior to consideration of this resolution. We appreciate the resolution being laid on the table at the appropriate time.

JP:BW:ni

Attachment

- cc: Ed Dumas, Chief Deputy County Executive
- Gil Anderson, P.E., Commissioner
- ✓Brendan Chamberlain, Director of Intergovernmental Relations
- Lynne Bizzarro, Esq., Deputy County Attorney
- Laura Conway, CPA, Chief Accountant
- Carmine Chiusano, Budget Office
- Ben Wright, P.E., Principal Civil Engineer
- John Donovan, P.E., Principal Civil Engineer
- CE RESO REVIEW

jp-bw10-14-10 Reso-Backup DPW-bw sd7 Improvements CP8150 Memo to KCrannell

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

2125

Intro. Res. No. -2010

Laid on Table

11/16/10

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2010, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 3 – SOUTHWEST (EXPANSION) (CP 8183)

WHEREAS, the Sewer District No. 3 – Southwest wastewater treatment system is to be expanded and improved; and

WHEREAS, Public Hearing was held on October 12, 2010 at the regularly scheduled meeting of the County Legislature in Riverhead, New York, in connection with the proposed improvements/expansion; and

WHEREAS, a resolution authorizing the issuance of \$65.0 million in Sewer District Serial Bonds and this resolution which appropriates funds have been submitted to the Legislature for approval; and

WHEREAS, the Administrative Head of Sewer District No. 3 - Southwest has requested that funds be appropriated to cover construction costs associated with the improvement/expansion project; and

WHEREAS, there are sufficient funds in the 2010 Capital Budget and Program for the improvement/expansion of Suffolk County Sewer District 3 - Southwest; 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 2010 Capital Budget, as the basis for funding Capital Projects such as this project; and

WHEREAS, pursuant to State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter "SEQRA") Resolution No. 59-2010 determined that the proposed improvement/expansion to the Sewer District No. 3 - Southwest constitutes an unlisted action pursuant to the provisions of NYCRR Part 617; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$65.0 million in Sewer District Serial Bonds; now, therefore be it

1st **RESOLVED**, that it is hereby determined that this project, with a priority ranking of seventy seven (77), 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 the proceeds of \$65.0 million in Sewer District Serial Bonds be and they hereby are appropriated as follows:

<u>Project No.</u>	<u>Project Title</u>	<u>AMOUNT</u>
528-CAP-8183.310 (Fund 203-Debt Service)	Improvements to Sewer District 3- Southwest – Construction (Expansion)	\$65,000,000

and be it further

3rd **RESOLVED**, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the improvements/expansion to SD 3 - Southwest.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

2125

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 Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 3 – Southwest (Expansion) (CP 8183)		
3. Purpose of Proposed Legislation See No. 2 above		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to Item 4 is "yes," on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	Sewer District
6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact This resolution appropriates funds included in the Adopted Capital Program. The financial impact is minimized by the Assessment Stabilization Reserves Fund at 3% per year.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. The project is \$65.0 million in serial bonds and the ASRF will continue to stabilize rates at an annual increase of 3%.		
8. Proposed Source of Funding Serial Bonds		
9. Timing of Impact 2012		
10. Typed Name & Title of Preparer Ben Wright, P.E., Principal Civil Engineer <i>Debra Kolyer</i> Principal Financial Analyst	11. Signature of Preparer <i>Ben Wright</i> <i>Debra Kolyer</i>	12. Date <i>10/14/10</i> <i>11/3/10</i>

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

2125

GENERAL FUND

	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

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	\$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.

Suffolk County
 General Obligation Serial Bonds
 Level Debt

2125

Term of Bonds: 20
 Amount to Bond: \$65,000,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2011					
11/1/2011					
5/1/2012	2.500%	\$2,199,854.14	\$2,551,250.00	\$4,751,104.14	\$4,751,104.14
			\$1,232,452.86	\$1,232,452.86	
5/2/2013	3.500%	\$2,286,198.42	\$1,232,452.86	\$3,518,651.28	\$4,751,104.14
			\$1,187,586.22	\$1,187,586.22	
5/2/2014	3.500%	\$2,375,931.70	\$1,187,586.22	\$3,563,517.92	\$4,751,104.14
			\$1,140,958.56	\$1,140,958.56	
5/2/2015	3.500%	\$2,469,187.02	\$1,140,958.56	\$3,610,145.58	\$4,751,104.14
			\$1,092,500.76	\$1,092,500.76	
5/1/2016	3.500%	\$2,566,102.61	\$1,092,500.76	\$3,658,603.38	\$4,751,104.14
			\$1,042,141.00	\$1,042,141.00	
5/1/2017	3.500%	\$2,666,822.14	\$1,042,141.00	\$3,708,963.14	\$4,751,104.14
			\$989,804.62	\$989,804.62	
5/1/2018	3.500%	\$2,771,494.91	\$989,804.62	\$3,761,299.53	\$4,751,104.14
			\$935,414.03	\$935,414.03	
5/2/2019	3.500%	\$2,880,276.09	\$935,414.03	\$3,815,690.11	\$4,751,104.14
			\$878,888.61	\$878,888.61	
5/1/2020	3.500%	\$2,993,326.92	\$878,888.61	\$3,872,215.53	\$4,751,104.14
			\$820,144.57	\$820,144.57	
5/1/2021	3.500%	\$3,110,815.00	\$820,144.57	\$3,930,959.57	\$4,751,104.14
			\$759,094.82	\$759,094.82	
5/1/2022	3.750%	\$3,232,914.49	\$759,094.82	\$3,992,009.32	\$4,751,104.14
			\$695,648.88	\$695,648.88	
5/2/2023	4.000%	\$3,359,806.39	\$695,648.88	\$4,055,455.26	\$4,751,104.14
			\$629,712.68	\$629,712.68	
5/1/2024	4.500%	\$3,491,678.79	\$629,712.68	\$4,121,391.46	\$4,751,104.14
			\$561,188.48	\$561,188.48	
5/1/2025	4.500%	\$3,628,727.18	\$561,188.48	\$4,189,915.66	\$4,751,104.14
			\$489,974.71	\$489,974.71	
5/1/2026	4.500%	\$3,771,154.72	\$489,974.71	\$4,261,129.43	\$4,751,104.14
			\$415,965.80	\$415,965.80	
5/2/2027	4.500%	\$3,919,172.55	\$415,965.80	\$4,335,138.34	\$4,751,104.14
			\$339,052.04	\$339,052.04	
5/1/2028	4.500%	\$4,073,000.07	\$339,052.04	\$4,412,052.10	\$4,751,104.14
			\$259,119.41	\$259,119.41	
5/1/2029	4.750%	\$4,232,865.32	\$259,119.41	\$4,491,984.73	\$4,751,104.14
			\$176,049.43	\$176,049.43	
5/1/2030	4.750%	\$4,399,005.28	\$176,049.43	\$4,575,054.71	\$4,751,104.14
			\$89,718.95	\$89,718.95	
5/2/2031	4.750%	\$4,571,666.24	\$89,718.95	\$4,661,385.19	\$4,751,104.14
		\$65,000,000.00	\$30,022,082.83	\$95,022,082.83	\$95,022,082.83

COUNTY OF SUFFOLK

761
2125



OCT 20 2010

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James Peterman, P.E., Chief Deputy Commissioner *James Peterman*

SUBJECT: **Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 3 – Southwest (Expansion) (CP 8183)**

DATE: October 14, 2010

Attached is a draft resolution filed as jp-bw10-14-10 Reso-DPW sd3 Southwest improvements (Expansion) CP 8183 and appropriate forms with backup filed as jp-bw10-14-10 Reso-Backup- DPW 175A sd3 Southwest improvement (Expansion) CP 8183 and jp-bw10-14-10 Reso-Backup-DPW 175B sd3 Southwest improvement (Expansion) CP 8183. The project involves construction and an expansion to the Bergen Point Wastewater Treatment Plant. Financing needs contained in the 2010 Adopted Capital Program and Budget use Sewer District Serial Bonds of \$65.0 million are requested herein.

The public hearing was held on October 12, 2010. The findings resolution has been submitted and must be adopted prior to consideration of this resolution. We appreciate the resolution being laid on the table at the appropriate time.

JP:BW:ni
Attachment

cc: Ed Dumas, Chief Deputy County Executive
 Gil Anderson, P.E., Commissioner
 Brendan Chamberlain, Director of Intergovernmental Relations
 Lynne Bizzarro, Esq., Deputy County Attorney
 Laura Conway, CPA, Chief Accountant
 Carmine Chiusano, Budget Office
 Ben Wright, P.E., Principal Civil Engineer
 John Donovan, P.E., Principal Civil Engineer
 CE Reso Review
 jp-bw10-14-10 Reso-Backup-DPW sd3 Southwest Expansion-serial bonds CP 8183 memo to KC Crannell

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

2126

Intro. Res. No. -2010

Laid on Table 11/16/10

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2010, APPROPRIATING FUNDS THROUGH THE ISSUANCE OF SEWER DISTRICT SERIAL BONDS FOR THE IMPROVEMENTS TO SUFFOLK COUNTY SEWER DISTRICT NO. 3 - SOUTHWEST (INFILTRATION/INFLOW) (CP 8181)

WHEREAS, the Sewer District No. 3 – Southwest sewer system requires infrastructure improvements; and

WHEREAS, Public Hearing was held on October 12, 2010 at the regularly scheduled meeting of the County Legislature in Riverhead, New York, in connection with the proposed improvements; and

WHEREAS, a resolution authorizing the issuance of \$3.0 million in Sewer District Serial Bonds and this resolution which appropriates funds have been submitted to the Legislature for approval; and

WHEREAS, the Administrative Head of Sewer District No. 3 - Southwest has requested that funds be appropriated to cover construction costs associated with the improvement project; and

WHEREAS, there are sufficient funds in the 2010 Capital Budget and Program for the sewer system improvement of Suffolk County Sewer District 3 - Southwest; 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 2010 Capital Budget, as the basis for funding Capital Projects such as this project; and

WHEREAS, pursuant to State Environmental Quality Review Act Environmental Conservation Law Article 8 (hereinafter "SEQRA") Resolution No. 368-2006 determined that the proposed improvement and/or rehabilitation to the Sewer District No. 3 - Southwest constitutes a Type II action pursuant to the provisions of NYCRR Part 617.5; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$3.0 million in Sewer District Serial Bonds; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of seventy two (72), 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 the proceeds of \$3.0 million in Sewer District Serial Bonds be and they hereby are appropriated as follows:

<u>Project No.</u>	<u>Project Title</u>	<u>AMOUNT</u>
528-CAP-8181.312 (Fund 203-Debt Service)	Improvements to Sewer District 3- Southwest - Construction	\$3,000,000

and be it further

3rd **RESOLVED**, that the Administrative Head of the Sewer District be and he hereby is authorized, directed and empowered to enter into contracts and agreements upon such terms and conditions as he may deem necessary relating to the improvements to SD 3 - Southwest.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2126

1. Type of Legislation Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 3 – Southwest (I/I) (CP 8181)		
3. Purpose of Proposed Legislation See No. 2 above		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to Item 4 is "yes," on what will it impact? (circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify): Sewer District
Library District	Fire District	
6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact This resolution appropriates funds included in the Adopted Capital Program. The financial impact is minimized by the Assessment Stabilization Reserves Fund at 3% per year.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. The project is \$3.0 million in serial bonds and the ASRF will continue to stabilize rates at an annual increase of 3%.		
8. Proposed Source of Funding Serial Bonds		
9. Timing of Impact 2012		
10. Typed Name & Title of Preparer Ben Wright, P.E., Principal Civil Engineer	11. Signature of Preparer <i>Ben Wright</i> <i>Debra Kalyer</i>	12. Date 10/14/10 11/3/10

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

2126

GENERAL FUND

	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

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	\$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.

Suffolk County
General Obligation Serial Bonds
Level Debt

2/26

Term of Bonds: 20
Amount to Bond: \$3,000,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2011					
11/1/2011					
5/1/2012	2.500%	\$101,531.73	\$117,750.00	\$219,281.73	\$219,281.73
			\$56,882.44	\$56,882.44	
5/2/2013	3.500%	\$105,516.85	\$56,882.44	\$162,399.29	\$219,281.73
			\$54,811.67	\$54,811.67	
5/2/2014	3.500%	\$109,658.39	\$54,811.67	\$164,470.06	\$219,281.73
			\$52,659.63	\$52,659.63	
5/2/2015	3.500%	\$113,962.48	\$52,659.63	\$166,622.10	\$219,281.73
			\$50,423.11	\$50,423.11	
5/1/2016	3.500%	\$118,435.51	\$50,423.11	\$168,858.62	\$219,281.73
			\$48,098.82	\$48,098.82	
5/1/2017	3.500%	\$123,084.10	\$48,098.82	\$171,182.91	\$219,281.73
			\$45,683.29	\$45,683.29	
5/1/2018	3.500%	\$127,915.15	\$45,683.29	\$173,598.44	\$219,281.73
			\$43,172.96	\$43,172.96	
5/2/2019	3.500%	\$132,935.82	\$43,172.96	\$176,108.77	\$219,281.73
			\$40,564.09	\$40,564.09	
5/1/2020	3.500%	\$138,153.55	\$40,564.09	\$178,717.64	\$219,281.73
			\$37,852.83	\$37,852.83	
5/1/2021	3.500%	\$143,576.08	\$37,852.83	\$181,428.90	\$219,281.73
			\$35,035.15	\$35,035.15	
5/1/2022	3.750%	\$149,211.44	\$35,035.15	\$184,246.58	\$219,281.73
			\$32,106.87	\$32,106.87	
5/2/2023	4.000%	\$155,067.99	\$32,106.87	\$187,174.86	\$219,281.73
			\$29,063.66	\$29,063.66	
5/1/2024	4.500%	\$161,154.41	\$29,063.66	\$190,218.07	\$219,281.73
			\$25,901.01	\$25,901.01	
5/1/2025	4.500%	\$167,479.72	\$25,901.01	\$193,380.72	\$219,281.73
			\$22,614.22	\$22,614.22	
5/1/2026	4.500%	\$174,053.29	\$22,614.22	\$196,667.51	\$219,281.73
			\$19,198.42	\$19,198.42	
5/2/2027	4.500%	\$180,884.89	\$19,198.42	\$200,083.31	\$219,281.73
			\$15,648.56	\$15,648.56	
5/1/2028	4.500%	\$187,984.62	\$15,648.56	\$203,633.17	\$219,281.73
			\$11,959.36	\$11,959.36	
5/1/2029	4.750%	\$195,363.01	\$11,959.36	\$207,322.37	\$219,281.73
			\$8,125.36	\$8,125.36	
5/1/2030	4.750%	\$203,031.01	\$8,125.36	\$211,156.37	\$219,281.73
			\$4,140.87	\$4,140.87	
5/2/2031	4.750%	\$210,999.98	\$4,140.87	\$215,140.85	\$219,281.73
		\$3,000,000.00	\$1,385,634.59	\$4,385,634.59	\$4,385,634.59

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

2126

GENERAL FUND

	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

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	\$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.

**Sewer District No. 3 - Southwest
C.P. 8181 Infiltration / Inflow**

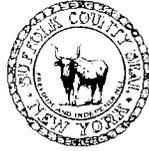
Tasks	Time																				
	2010			2011			2012			2013											
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
I. Final Design Phase																					
A. Final Design In-Progress																					
B. Final Design Complete																					
C. Financial Approval on Final Design																					
II. Construction Phase																					
A. Advertise & Construction Period																					

2126

COUNTY OF SUFFOLK

762

2126



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

OCT 20 2010

DEPARTMENT OF PUBLIC WORKS

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

FROM: James Peterman, P.E., Chief Deputy Commissioner *James Peterman*

SUBJECT: **Appropriating Funds Through the Issuance of Sewer District Serial Bonds for the Improvements to Suffolk County Sewer District No. 3 – Southwest (Infiltration/Inflow Study/Sewer Rehabilitation) (CP 8181)**

DATE: October 14, 2010

Attached is a draft resolution filed as jp-bw10-14-10 Reso-DPW sd3 Southwest improvements (I/I) CP 8181 and appropriate forms with backup filed as jp-bw10-14-10 Reso-Backup- DPW 175A sd3 Southwest improvement (I/I) CP 8181 and jp-bw10-14-10 Reso-Backup-DPW 175B sd3 Southwest improvement (I/I) CP 8181. The project involves construction and rehabilitation of sewers to remove extraneous flows from entering the system within the boundaries of the sewer district. Financing needs contained in the 2010 Adopted Capital Program and Budget use Sewer District Serial Bonds of \$3.0 million are requested herein.

The public hearing was held on October 12, 2010. The findings resolution has been submitted and must be adopted prior to consideration of this resolution. We appreciate the resolution being laid on the table at the appropriate time.

JP:BW:ni
Attachment

cc: Ed Dumas, Chief Deputy County Executive
 Gil Anderson, P.E., Commissioner
 /Brendan Chamberlain, Director of Intergovernmental Relations
 Lynne Bizzarro, Esq., Deputy County Attorney
 Laura Conway, CPA, Chief Accountant
 Carmine Chiusano, Budget Office
 Ben Wright, P.E., Principal Civil Engineer
 John Donovan, P.E., Principal Civil Engineer
 CE Reso Review
 jp-bw10-14-10 Reso-Back-up DPW sd3 Southwest I/I study serial bonds CP 8181 memo to KCrannell

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

2127

Intro Res. No. -2010

Laid on Table

11/16/10

Introduced by Presiding Officer Lindsay on request of the County Executive

RESOLUTION NO. -2010, AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 3 SOUTHWEST AND WESTBROOK VILLAGE (IS-1432.1)

WHEREAS, Westbrook Village is located outside the boundary of Suffolk County Sewer District No. 3 - Southwest; and

WHEREAS, Westbrook Village has petitioned and requested the Administrative Head of the District for permission to discharge Seventy Four Thousand One Hundred gallons per day (74,100 GPD), and

WHEREAS, it has been determined by the Administrative Head of the District that the District has wastewater treatment capacity in excess of its own needs; and

WHEREAS, the connection has been approved by the New York State Department of Environmental Conservation (NYSDEC); and

WHEREAS, the proposed flow has received the approval of the Suffolk County Sewer Agency (Resolution 20-2010) with a connection fee of \$15.00 per gallon per day of sewage capacity; for a total connection fee of \$1,111,500.00; to the district; and

WHEREAS, it will be financially beneficial to Suffolk County Sewer District No. 3 and Suffolk County, as well as in the environmental interest of all of Suffolk County, for the connection to be made; now therefore be it

1st RESOLVED, that pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is a Type II Action, and requires no further action, now, therefore, be it further

2nd RESOLVED, that the Administrative Head of the District be and hereby is authorized, directed and empowered to enter into contracts and agreements with the developer upon such terms and conditions as he may deem necessary relating to connections to the District of lands adjacent to Suffolk County Sewer District No. 3 - Southwest and that they be required to post a surety bond or bonds and deposit cash or securities with the County Treasurer in those instances that the Administrative Head deems necessary to ensure performance of such agreements and contracts.

DATED:

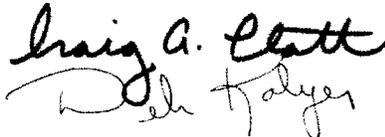
APPROVED BY:

County Executive of Suffolk County

Date of Approval:

2127

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, AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 3 SOUTHWEST, AND WESTBROOK VILLAGE (IS-1432.1)											
3. Purpose of Proposed Legislation To authorize execution of an agreement by the Administrative Head of Suffolk County Sewer District No. 3 – Southwest and Westbrook Village, a firm seeking permission to discharge 74,100 GPD. Westbrook Village (IS-1432.1)											
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) <table border="0" style="width:100%"> <tr> <td style="width:33%">County</td> <td style="width:33%">Town</td> <td style="width:33%">Economic Impact</td> </tr> <tr> <td>Village</td> <td>School District</td> <td>Other (Specify):</td> </tr> <tr> <td>Library District</td> <td>Fire District</td> <td>SCSD #3 - Southwest</td> </tr> </table>			County	Town	Economic Impact	Village	School District	Other (Specify):	Library District	Fire District	SCSD #3 - Southwest
County	Town	Economic Impact									
Village	School District	Other (Specify):									
Library District	Fire District	SCSD #3 - Southwest									
6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact The connection fee of \$15.00 per gallon per day (\$1,111,500.00) for this project will be paid to the District.											
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A											
8. Proposed Source of Funding N/A											
9. Timing of Impact N/A											
10. Typed Name & Title of Preparer Craig A Platt Assistant Director of Sewer District Activation DEBRA KOLYER	11. Signature of Preparer 	12. Date 10/12/10 11/1/10									

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

2127

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.

2127

SUFFOLK COUNTY SEWER AGENCY

RESOLUTION NO: **20 - 2010**

**AUTHORIZING THE FORMAL APPROVAL FOR THE
CONNECTION OF WESTBOOK VILLAGE (IS 1432.1)
TO SUFFOLK COUNTY SEWER DISTRICT NO. 3 - SOUTHWEST**

WHEREAS, Westbook Village is a proposed 320 mixed unit subdivision with a Clubhouse in Great River, New York, on property identified on the Suffolk County Tax Map as District 0500, Section 211.00, Block 01.00, Lot 005.001, and

WHEREAS, the Premises are not located within the boundaries of Suffolk County Sewer District No. 3 – Southwest (the "District"), or within the boundaries of any other municipal sewer district, and

WHEREAS, it is anticipated that Westbook Village will generate a sewage flow of Seventy-Four Thousand One Hundred gallons per day (74,100 GPD), and

WHEREAS, the Westbook Village has applied to this Agency for permission to connect Westbook Village to the sanitary sewerage facilities of the District, and

WHEREAS, the District's sewage treatment plant has sufficient capacity to accept the sewage which is expected to emanate from Westbook Village, and

WHEREAS, the connection of Westbook Village to the District will be financially beneficial to the District, and environmentally beneficial to Suffolk County, and

WHEREAS, Westbook Village received Conceptual Certification on February 23, 2004, (Resolution 1-2004), establishing the connection fee at the \$15.00 GPD rate, and

WHEREAS, Westbook Village is subject to Local Law No. 20 -2007, A Local Law to Amend the County Policy for Sewer Connections to Promote Affordable Housing, and

WHEREAS, pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is listed as a Type II Action, and requires no further action, and

NOW, THEREFORE, IT IS

1st RESOLVED, that pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is a Type II Action, and requires no further action, now, therefore, be it further

2nd RESOLVED, that Westbook Village, be permitted to connect to the sanitary sewerage facilities of the District, upon such terms and conditions as the Administrative Head of the District may impose, subject to the terms and conditions hereof, and it is further

2127

3rd RESOLVED, that Seventy-Four Thousand One Hundred gallons per day (74,100 GPD), of capacity in the District's sewage treatment plant be allocated to Westbook Village, and it is further

4th RESOLVED, that the connection authorized herein is subject to the approval of the Suffolk County Legislature and the New York State Department of Environmental Conservation, and it is further

5th RESOLVED, that the connection authorized herein is subject to the execution of an agreement (the "Connection Agreement") between the developer of Westbook Village, the District, the Suffolk County Department of Public Works ("DPW"), the Suffolk County Department of Health Services, the County of Suffolk and this Agency, which agreement shall contain such terms and conditions as the Administrative Head of the District shall determine, and it is further

6th RESOLVED, since Westbook Village is subject to Local Law No. 20 -2007, A Local Law to Amend the County Policy for Sewer Connections to Promote Affordable Housing, it shall contain no less than Twenty percent (20%) of affordable housing units, and

7th RESOLVED, that the connection fee to be paid for Westbook Village, shall be paid upon the execution of the Connection Agreement at the rate of \$15.00 per gallon of sewage per day for a total of \$1,111,500.00 and it is further

8th RESOLVED, that Westbook Village shall, at its sole cost, expense and effort, construct a sewage collection facility for Westbook Village, and shall offer to dedicate the said facility to this Agency, or to this Agency's nominee, at no charge, and it is further

9th RESOLVED, that the developer of Westbook Village shall furnish a Letter of Credit, in form, wording and amount, and on such terms and conditions, as determined by this Agency's staff, as security for the construction of the sewage collection facility for the developer of Westbook Village, as well as for all of the developer's obligations under the Connection Agreement, and it is further

10th RESOLVED, that this resolution shall become null and void, and of no further force or effect, without any further action by this Agency or notice to the developer of the developer of Westbook Village if, within one (1) year from the date of the adoption hereof, an agreement in furtherance of the authorization granted herein (the Connection Agreement), in form and content satisfactory to the Chairman of this Agency, has not been negotiated and fully executed by all parties thereto.

(Suffolk County Sewer Agency Meeting September 20, 2010)

2127

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

To: Ken Crannell, Deputy County Executive
From: James Peterman, P.E., Chief Deputy Commissioner, SCDPW
Date: October 12, 2010
Subject: Introductory Resolution Calling for Authorization of a Connection Agreement between Westbrook Village (IS-1432.1) and Suffolk County Sewer District No. 3 – Southwest, for Seventy-Four Thousand One Hundred gallons per day (74,100 GPD), of capacity.

Attached is a draft resolution filed as **Reso-DPW-SA 20-2010 Westbrook Village (IS-1432.1)** and appropriate forms with the backup filed as **Backup-DPW- SA 20-2010 Westbrook Village (IS-1432.1) SCIN 175**. This is a resolution authorizing the execution of a connection agreement by the Administrative Head of Suffolk County Sewer District No. 3 – Southwest, with Westbrook Village (IS-1432.1).

Project Facts:	
Type/Units:	320-mixed unit (100 Senior Condominium/Townhouse units, 110 Rental Apartments, 110 Condominium/Townhouse units, and a Clubhouse)
Acreage:	37.8
Flow:	74,100
Sewer District:	#3 - Southwest
Groundwater Zone:	II
Legislative Districts:	9 th , 10 th , 11 th , 14 th , 15 th , 16 th , 17 th

JP:JD:cap

- cc: Ed Dumas, Chief Deputy County Executive for Policy and Communications
- Gilbert Anderson, P.E. Commissioner, SCDPW
- John Donovan, P.E., SCDPW
- Ben Wright, P.E., SCDPW
- Elizabeth Duffy, SCDPW
- Laura Conway, CPA, SCDPW
- Linda Spahr, Esq., SCDOL
- Debra Kolyer, County Executive's Office
- Brendan Chamberlain, Director of Intergovernmental Relations
- E-mail to CE Reso Review

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

2127

RESOLUTION SUBMITTAL SHEET

Capital Project NA Legislative
Operating Fund NA Federal
Other

Districts 9th, 10th, 11th, 14th, 15th, 16th, 17th
Aid % NA
State Aid % NA

Give a complete description of why we are asking for reso; if aided, state status of aid

To authorize the execution of an agreement by the administrative head of Suffolk County Sewer District No. 3 – Southwest, and Westbrook Village (IS-1432.1), a firm seeking permission to discharge an additional 74,100 GPD.

Previous resolution (list previous reso for the same work)

<u>Resolution Number</u>	<u>Purpose</u>	<u>Amount</u>
--------------------------	----------------	---------------

<u>Amounts being requested</u>		<u>Current Funding</u>
Planning 0	_ Planning	<u>0</u>
Site 0	_ Site	<u>0</u>
Construction 0	_ Constructio	n <u>0</u>
Land 0	_ Land	<u>0</u>
F&E 0	_ F&E	<u>0</u>

Project Status

Est. planning completion	<u>NA</u>	Design consultant
Est. construction start		Contractor
Est. construction completion		

State required offsets, their Legislative Districts, and a detailed explanation of why we do not need the funds; state if we believe the legislator from the offset district will have a major issue

<u>Offset</u>	<u>Leg. District</u>	<u>Comments</u>
---------------	----------------------	-----------------

2128

Intro Res. No. -2010

Laid on Table

11/16/10

Introduced by Presiding Officer Lindsay on request of the County Executive

RESOLUTION NO. -2010, AUTHORIZING
EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD
OF SUFFOLK COUNTY SEWER DISTRICT NO. 3 SOUTHWEST, AND
3500 SUNRISE HIGHWAY (IS-1432.2)

WHEREAS, 3500 Sunrise Highway is located outside the boundary of Suffolk County Sewer District No. 3 - Southwest; and

WHEREAS, 3500 Sunrise Highway has petitioned and requested the Administrative Head of the District for permission to discharge Thirty Four Thousand gallons per day (34,000 GPD), and

WHEREAS, it has been determined by the Administrative Head of the District that the District has wastewater treatment capacity in excess of its own needs; and

WHEREAS, the connection has been approved by the New York State Department of Environmental Conservation (NYSDEC); and

WHEREAS, the proposed flow has received the approval of the Suffolk County Sewer Agency (Resolution 21-2010) with a connection fee of \$15.00 per gallon per day of sewage capacity; for a total connection fee of \$510,000.00; to the district; and

WHEREAS, it will be financially beneficial to Suffolk County Sewer District No. 3 and Suffolk County, as well as in the environmental interest of all of Suffolk County, for the connection to be made; now therefore be it

1st RESOLVED, that pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is a Type II Action, and requires no further action, now, therefore, be it further

2nd RESOLVED, that the Administrative Head of the District be and hereby is authorized, directed and empowered to enter into contracts and agreements with the developer upon such terms and conditions as he may deem necessary relating to connections to the District of lands adjacent to Suffolk County Sewer District No. 3 - Southwest and that they be required to post a surety bond or bonds and deposit cash or securities with the County Treasurer in those instances that the Administrative Head deems necessary to ensure performance of such agreements and contracts.

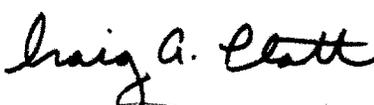
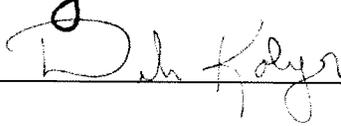
DATED:

APPROVED BY:

County Executive of Suffolk County
Date of Approval:

2128

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, AUTHORIZING EXECUTION OF AGREEMENT BY THE ADMINISTRATIVE HEAD OF SUFFOLK COUNTY SEWER DISTRICT NO. 3 SOUTHWEST, AND 3500 SUNRISE HIGHWAY (IS-1432.2)																	
3. Purpose of Proposed Legislation To authorize execution of an agreement by the Administrative Head of Suffolk County Sewer District No. 3 – Southwest, and 3500 Sunrise Highway (IS-1432.2), a firm seeking permission to discharge 34,000 GPD. 3500 Sunrise Highway (IS-1432.2)																	
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) <table style="width:100%; border:none;"> <tr> <td style="text-align:center;">County</td> <td style="text-align:center;">Town</td> <td style="text-align:center;">n</td> <td style="text-align:center;">Economic</td> <td style="text-align:center;">Impact</td> </tr> <tr> <td style="text-align:center;">Village</td> <td style="text-align:center;">School</td> <td style="text-align:center;">District</td> <td style="text-align:center;">Other</td> <td style="text-align:center;">(Specify):</td> </tr> <tr> <td style="text-align:center;">Library</td> <td style="text-align:center;">District</td> <td style="text-align:center;">Fire</td> <td style="text-align:center;">District</td> <td style="text-align:center;">SCSD #3 - Southwest</td> </tr> </table>			County	Town	n	Economic	Impact	Village	School	District	Other	(Specify):	Library	District	Fire	District	SCSD #3 - Southwest
County	Town	n	Economic	Impact													
Village	School	District	Other	(Specify):													
Library	District	Fire	District	SCSD #3 - Southwest													
6. If the answer to item 4 is "yes," Provide Detailed Explanation of Impact The connection fee of \$15.00 per gallon per day (\$510,000.00) for this project will be paid to the District.																	
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A																	
8. Proposed Source of Funding N/A																	
9. Timing of Impact N/A																	
10. Typed Name & Title of Preparer Craig A Platt Assistant Director of Sewer District Activation Debra Kolyer Principal Financial Analyst	11. Signature of Preparer  	12. Date 10/12/10 11/1/10															

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

2128

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.

2128

SUFFOLK COUNTY SEWER AGENCY

RESOLUTION NO: 21 - 2010

AUTHORIZING THE FORMAL APPROVAL FOR THE CONNECTION OF 3500 SUNRISE HIGHWAY (IS 1432.2) TO SUFFOLK COUNTY SEWER DISTRICT NO. 3 - SOUTHWEST

WHEREAS, 3500 Sunrise Highway is a proposed 492,708 Sq. Ft. Commercial Office Complex in Great River, New York, on property identified on the Suffolk County Tax Map as District 0500, Section 211.00, Block 01.00, Lot 005.006, and

WHEREAS, the Premises are not located within the boundaries of Suffolk County Sewer District No. 3 – Southwest (the "District"), or within the boundaries of any other municipal sewer district, and

WHEREAS, it is anticipated that 3500 Sunrise Highway will generate a sewage flow of Thirty-Four Thousand gallons per day (34,000 GPD), and

WHEREAS, the 3500 Sunrise Highway has applied to this Agency for permission to connect 3500 Sunrise Highway to the sanitary sewerage facilities of the District, and

WHEREAS, the District's sewage treatment plant has sufficient capacity to accept the sewage which is expected to emanate from 3500 Sunrise Highway, and

WHEREAS, the connection of 3500 Sunrise Highway to the District will be financially beneficial to the District, and environmentally beneficial to Suffolk County, and

WHEREAS, 3500 Sunrise Highway (as the former LIBTC) received Conceptual Certification on February 23, 2004, (Resolution 1-2004), and approval from Agency Staff to separate this project from the Westbrook Village project (August 9, 2005), establishing the connection fee at the \$15.00 GPD rate, and

WHEREAS, pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is listed as a Type II Action, and requires no further action, and

NOW, THEREFORE, IT IS

1st RESOLVED, that pursuant to Section 617.5(c) (11) and (20), of the SEQRA regulations, this project is a Type II Action, and requires no further action, now, therefore, be it further

2nd RESOLVED, that 3500 Sunrise Highway be permitted to connect to the sanitary sewerage facilities of the District, upon such terms and conditions as the Administrative Head of the District may impose, subject to the terms and conditions hereof, and it is further

2128

3rd RESOLVED, that Thirty-Four Thousand gallons per day (34,000 GPD), of capacity in the District's sewage treatment plant be allocated to 3500 Sunrise Highway, and it is further

4th RESOLVED, that the connection authorized herein is subject to the approval of the Suffolk County Legislature and the New York State Department of Environmental Conservation, and it is further

5th RESOLVED, that the connection authorized herein is subject to the execution of an agreement (the "Connection Agreement") between the developer of 3500 Sunrise Highway, the District, the Suffolk County Department of Public Works ("DPW"), the Suffolk County Department of Health Services, the County of Suffolk and this Agency, which agreement shall contain such terms and conditions as the Administrative Head of the District shall determine, and it is further

6th RESOLVED, that the connection fee to be paid for 3500 Sunrise Highway, shall be paid upon the execution of the Connection Agreement at the rate of \$15.00 per gallon (as established by Conceptual Certification on February 23, 2004, (Resolution 1-2004), of sewage per day for a total of \$510,500.00 and it is further

7th RESOLVED, that 3500 Sunrise Highway shall, at its sole cost, expense and effort, construct a sewage collection facility for 3500 Sunrise Highway, and shall offer to dedicate the said facility to this Agency, or to this Agency's nominee, at no charge, and it is further

8th RESOLVED, that the developer of 3500 Sunrise Highway shall furnish a Letter of Credit, in form, wording and amount, and on such terms and conditions, as determined by this Agency's staff, as security for the construction of the sewage collection facility for the developer of 3500 Sunrise Highway, as well as for all of the developer's obligations under the Connection Agreement, and it is further

9th RESOLVED, that this resolution shall become null and void, and of no further force or effect, without any further action by this Agency or notice to the developer of the developer of 3500 Sunrise Highway if, within one (1) year from the date of the adoption hereof, an agreement in furtherance of the authorization granted herein (the Connection Agreement), in form and content satisfactory to the Chairman of this Agency, has not been negotiated and fully executed by all parties thereto.

(Suffolk County Sewer Agency Meeting September 20, 2010)

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

2128

DEPARTMENT OF PUBLIC WORKS

JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

To: Ken Crannell, Deputy County Executive

From: James Peterman, P.E., Chief Deputy Commissioner, SCDPW 

Date: October 12, 2010

Subject: Introductory Resolution Calling for Authorization of a Connection Agreement between 3500 Sunrise Highway (IS-1432.2) and Suffolk County Sewer District No. 3 – Southwest, for Thirty-Four Thousand gallons per day (34,000 GPD), of capacity.

Attached is a draft resolution filed as Reso-DPW-SA 21-2010 3500 Sunrise Highway (IS-1432.2) and appropriate forms with the backup filed as Backup-DPW- SA 21-2010 3500 S unrise H ighway (IS-1432.2) SCIN 175. This is a resolution authorizing the execution of a connection agreement by the Administrative Head of Suffolk County Sewer District No. 3 – Southwest, and 3500 Sunrise Highway (IS-1432.2).

Project Facts:	
Type/Units:	492,708 Sq. Ft. Commercial Office Space
Acreage:	41±
Flow:	34,000
Sewer District:	#3 - Southwest
Groundwater Zone:	II
Legislative Districts:	9 th , 10 th , 11 th , 14 th , 15 th , 16 th , 17 th

JP:JD:cap

cc: Ed Dumas, Chief Deputy County Executive for Policy and Communications
 Gilbert Anderson, P.E. Commissioner, SCDPW
 John Donovan, P.E., SCDPW
 Ben Wright, P.E., SCDPW
 Elizabeth Duffy, SCDPW
 Laura Conway, CPA, SCDPW
 Linda Spahr, Esq., SCDOL
 Debra Kolyer, County Executive's Office
 Brendan Chamberlain, Director of Intergovernmental Relations
 E-mail to CE Reso Review

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

2128

RESOLUTION SUBMITTAL SHEET

Capital Project	<u>NA</u> Legislative	Districts	9th, 10th, 11th, 14th, 15th, 16th, 17th
Operating Fund	<u>NA</u> Federal	Aid %	<u>NA</u>
Other		State Aid %	<u>NA</u>

Give a complete description of why we are asking for reso; if aided, state status of aid

To authorize the execution of an agreement by the administrative head of Suffolk County Sewer District No. 3 – Southwest, and 3500 Sunrise Highway (IS-1432.2), a firm seeking permission to discharge 34,000 GPD.

Previous resolution (list previous reso for the same work)

Resolution		
<u>Number</u>	<u>Purpose</u>	<u>Amount</u>

<u>Amounts being requested</u>		<u>Current</u>	<u>Funding</u>
Planning 0	_ Planning		<u>0</u>
Site 0	_ Site		<u>0</u>
Construction 0	_ Constructio	n	<u>0</u>
Land 0	_ Land		<u>0</u>
F&E 0	_ F&E		<u>0</u>

Project Status

Est. planning completion	<u>NA</u>	Design consultant
Est. construction start		Contractor
Est. construction completion		

State required offsets, their Legislative Districts, and a detailed explanation of why we do not need the funds; state if we believe the legislator from the offset district will have a major issue

Offset Leg. District Comments

RESOLUTION NO.

CONTROL#839-2010

Intro. Res. # 2129-10

Laid on Table

INTRODUCED BY THE PRESIDING OFFICER
ON REQUEST OF THE COUNTY EXECUTIVE

RESOLUTION NO. _____ 2010
TO READJUST, COMPROMISE, AND GRANT
REFUNDS AND CHARGE-BACKS ON REAL
PROPERTY CORRECTION OF ERRORS BY:
COUNTY LEGISLATURE (CONTROL #839-2010)

WHEREAS, the Director of the Real Property Tax Service Agency, under appropriate sections of the Real Property Tax Law, will cause to have investigated and a determination made as to whether those submitted "Correction of Error" items which would amend the assessment and tax rolls shall be recommended for approval (or recommended for denial) to the Suffolk County Legislature, and

WHEREAS, the County Legislature of the County of Suffolk may cancel assessments, grant refunds of taxes in case of correction of errors on the assessment and tax rolls, and pursuant to the provisions of the Real Property Tax Law, and

WHEREAS, the properties represented by the tax item number and/or Suffolk County tax map number and indicated below have been duly investigated by the Real Property Tax Service Agency, and the procedures of the Real Property Tax Law having been fully complied with, together with documentation and amended tax statements placed on file with the County, as submitted by the appropriate Assessor and/or Receiver of Taxes, then

BE IT RESOLVED, that the taxes for the properties represented by the tax item number and/or Suffolk County Tax Map Number, as shown, for the year or year specified be readjusted or refunded in full or part in the amount set opposite each such parcel as herein indicated, and

BE IT FURTHER RESOLVED, that the amount of such refund, if tax paid or charge-back, be made to the respective TOWN as provided by law.

RESOLUTION NO.

CONTROL#839-2010

KEY	EXPLANATION	RPTL SEC	LIMITATIONS
A	Clerical Error	556	3 years
B	Unlawful Entry	556	3 years
C	Error in Essential Fact	556a	3 years

RESOLUTION NO.

CONTROL#839-2010

(A/B - Chapter 634 Laws 1976) (C - Chapter 124 Laws 1975)

Key	Town	Year	S.C. Tax Map No	Original Tax	Corrected Tax	Chargeback Refund, if Tax Paid
A	BABYLON	09/10	0100 05700 0100 033002	32247.04	0.00	32247.04
A	BABYLON	08/09	0100 17800 0200 068000	6339.58	3304.66	3034.92
C	BROOKHAVEN	09/10	0200 54800 0200 009000	6697.66	714.87	5982.79
C	BROOKHAVEN	08/09	0200 54800 0200 009000	6512.43	693.90	5818.53
A	HUNTINGTON	08/09	0400 10300 0200 020000	8739.19	3031.58	5707.61

*As Provided and Requested By Town Assessor or Receiver of Taxes
 APPROVED BY:

 County Executive of Suffolk County

 Date of Approval:

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

1. Type of Legislation

Resolution Local Law Charter Law

2. Title of Proposed Legislation

**TO READJUST, COMPROMISE, AND GRANT REFUNDS AND CHARGE-BACKS ON REAL
PROPERTY CORRECTION OF ERRORS**

3. Purpose of Proposed Legislation Yes ____ No ____

SEE NO. 2 ABOVE

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? (circle appropriate category)

County Town Economic Impact

Village School District Other (Specify):

Library District Fire District

6. If the answer to item 5 is "yes," Provide Detailed Explanation of Impact

N/A

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.

N/A

8. Proposed Source of Funding

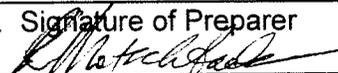
N/A

9. Timing of Impact

2010

10. Typed Name & Title of Preparer
R. Motschenbacher RPAT. II

11. Signature of Preparer



12. Date November 5, 2010

**Additional back-up material regarding IR 2129 is on file in the
Legislative Clerk's Office, Hauppauge.**

Introductory Resolution No. 2130-10 Laid on Table 11/16/10

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE,
PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL
PROPERTY ACQUIRED UNDER SECTION 46 OF THE
SUFFOLK COUNTY TAX ACT
JOHN HARRIS, AS SURVIVING TENANT
0200-975.90-01.00-058.000

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of 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 975.90, Block 01.00, Lot 058.000, and acquired by tax deed on November 02, 2009, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 04, 2009, in Liber 12605, at Page 51, and otherwise known and designated by the Town of Brookhaven, as Lots 13 thru 16 inclusive in Block 1, on a certain map entitled, "Map No.10, New York and Brooklyn Suburban Investment Co." and filed in the Office of the Clerk of the County of Suffolk on August 5, 1890 as Map No. 102; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on November 02, 2009, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 04, 2009 in Liber 12605 at Page 51.

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

WHEREAS, JOHN HARRIS, AS SURVIVING TENANT has made application of said above described parcel and JOHN HARRIS, AS SURVIVING TENANT has paid the application fee and has paid \$2,639.54, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2010, and

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 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 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 to JOHN HARRIS, AS SURVIVING TENANT, 441 Bourdois Ave., Bellport NY 11713, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

2130

November 01, 2010

Tax Map No.: 0200-975.90-01.00-058.000

Name of Last Legal Fee Owner: JOHN HARRIS, AS SURVIVING TENANT

TREASURER'S COMPUTATION..... \$2,057.69

Taxes.....2009/2010..... \$581.85

License/Storage Fee..... OPEN

Repairs..... OPEN

Miscellaneous Expenses..... OPEN

TOTAL..... \$2,639.54

Monies Received..... \$2,639.54

RESOLUTION AMOUNT..... \$2,639.54

APPROVED:

Karen A Slater 11/10
Accounting
DB:lag

PREPARED BY:

Diane Bishop
Diane Bishop
Redemption Unit
(631)853-5932

COMPUTATION BY SUFFOLK COUNTY TREASURER

<u>DISTRICT</u>	<u>SECTION</u>	<u>BLOCK</u>	<u>LOT</u>
0200	975.90	01.00	2130 058.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

2006/07	513.23
2007/08	746.93
2008/09	565.98

2009/10 PROPERTY TAXES \$581.85 NOT INCLUDED IN COMPUTATION

TOTAL: 1826.14

B. INTEREST DUE	133.56
C. TOTAL	1959.70
D. 5% LINE C	97.99
E. FEE	
F. MISC	
G. MISC	

H. TOTAL DUE \$2,057.69

(Signature)
7/27/10

CERTIFICATION BY COUNTY TREASURER

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

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal at Riverhead, County of Suffolk and State of New York. 27-Jul-10

(Signature)

Diane M. Stuke

Deputy County Treasurer

**Interest and penalty computed to and including 01/23/11

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2130

1. Type of Legislation

Resolution
Tax Map Number 0200-975.90-01.00-058.000

2. Title of Proposed Legislation

Authorizing the Director of the Division of Real Property Acquisition and Management and/or her designee, to execute and acknowledge a Quitclaim Deed to transfer the interest of Suffolk County acquired under Section 46 of the Suffolk County Tax Act

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

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?
(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 4 is "yes", provide detailed explanation of Impact

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

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

8. Proposed Source of Funding

N/A

9. Timing of Impact

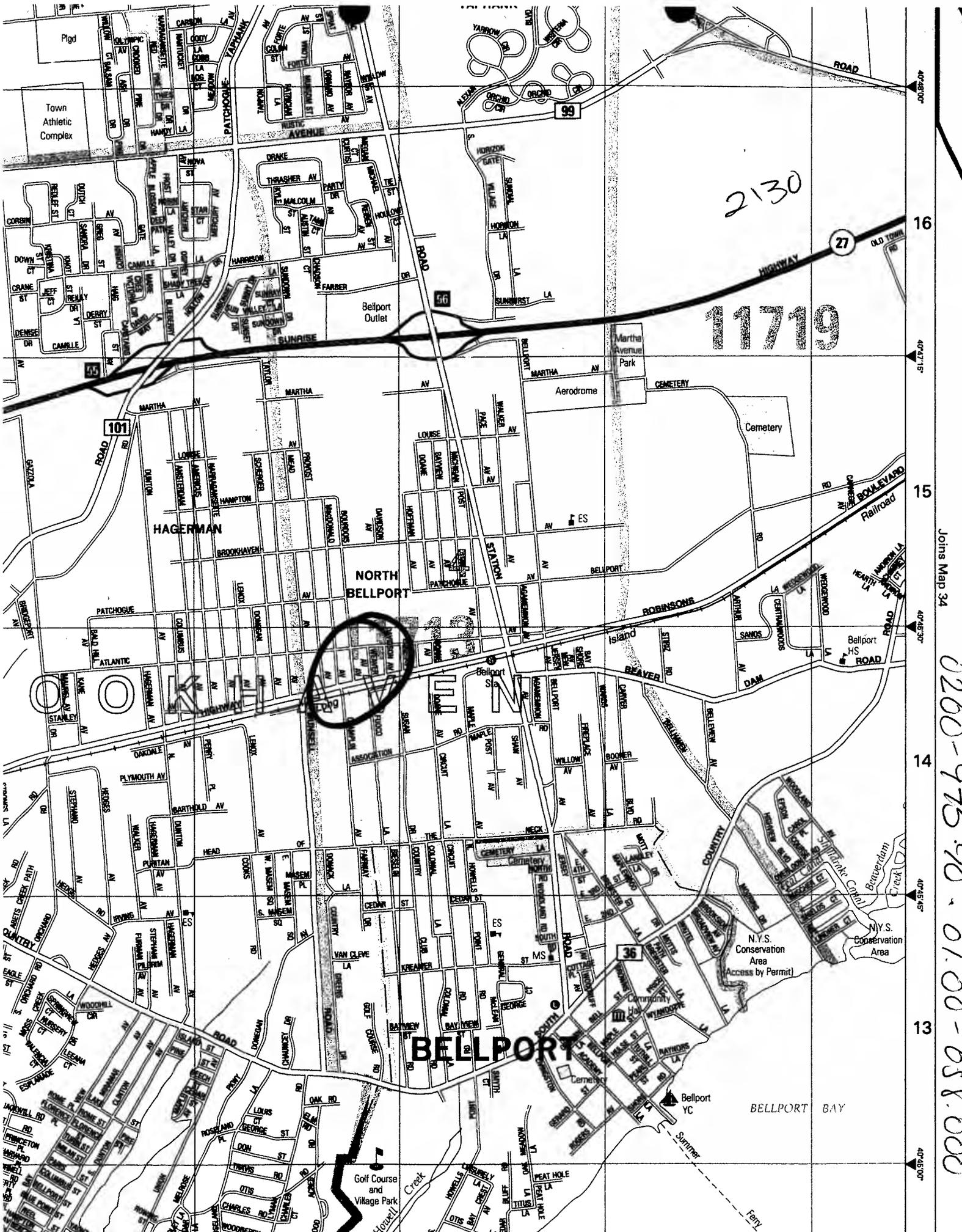
2010

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

Diane Bishop



11/1/10



2130

11719



40°48'00"
40°47'15"
40°46'30"
40°45'45"
40°45'00"

16

15

14

13

Joins Map 34

0200-475-40 - 01.00 - 058.000

LS2

COUNTY OF SUFFOLK



STEVE LEVY
COUNTY EXECUTIVE

2130

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

PAMELA J. GREENE
DIVISION DIRECTOR

CARRIE MEEK-GALLAGHER
COMMISSIONER

November 1, 2010

Ken Crannell, Deputy County Executive
H. Lee Dennison Bldg. – 12th Floor
Hauppauge, New York 11788-0099

Re: Tax Map No. 0200-975.90-01.00-058.000
JOHN HARRIS, AS SURVIVING TENANT

Dear Mr. Crannell:

Enclosed herewith for your approval is original and one (1) copy of the proposed resolution with documentation pursuant to:

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

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

Very truly yours,

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

DB:lag

Enclosures
Resolution + one copy
Closing Statement
Legislative Memorandum
Treasurer's Computation

Copy of Resolution to:

- Ken Crannell, Deputy County Executive (original plus 1 hard copy)
- Christopher E. Kent, Chief Deputy County Executive (1 hard copy)
- Brendan Chamberlain, Director, Intergovernmental Relations (2 hard copies)
- Steve Forst, Budget Office (1 hard copy)
- C.E. Reso. Review (electronic copy)

Copy of letter to:

- Carrie Meek Gallagher, Commissioner, Dept. of Environment and Energy
- Eric C. Naughton, Budget Director
- Thomas A. Isles, Director, Planning Dept.
- Lauretta Fischer, Principal Planner, Planning Dept.
- Alice Kubicsko, Inventory

2131

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

Laid on the Table 11/16/10

RESOLUTION NO. 2010, AMENDING THE 2010 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FOR THE ACQUISITION OF LANDS AND RELATED EXPENSES FOR INTERSECTION IMPROVEMENTS ON CR 100, SUFFOLK AVENUE AND BRENTWOOD ROAD/WASHINGTON AVENUE, TOWN OF ISLIP (CP 5065)

WHEREAS, the Commissioner of Public Works has requested funds for the acquisition of land and related expenses (appraisals, public notices, title insurance policies, service of process, etc.) for intersection improvements on CR 100, Suffolk Avenue and Brentwood Road/Washington Avenue, Town of Islip; and

WHEREAS, CR 100, Suffolk Avenue and Brentwood Road/Washington Avenue has experienced traffic flow problems that are presently being addressed by widening and reconstructing CR 100, Suffolk Avenue at its intersection with Brentwood Road/Washington Avenue; and

WHEREAS, as a part of these improvements, acquisition of lands from private property owners under the provisions of the New York State Eminent Domain Procedure Law was required; and

WHEREAS, many of the property owners have filed and settled claims for additional compensation under the provisions of the New York State Eminent Domain Procedure Law above and beyond the amount of compensation offered by the County; and

WHEREAS, sufficient funds are not included in the 2010 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the 2010 Capital the County Legislature, by resolution of even date herewith, has authorized the issuance of \$275,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, that, pursuant to Resolution No. 1184-2002 approved by the County Legislature, determined that the Intersection Improvements on CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue, constitutes an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 279 of the Suffolk County Code, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-five (65) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Intersection

Improvements on CR 100, Suffolk Avenue at Brentwood Road/Washington Avenue, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th RESOLVED, that the 2010 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5571
 Project Title: Intersection Improvements on CR 48, Middle Road at Cox Neck Road

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
3. Construction	\$725,000	\$1,000,000B	\$725,000B
TOTAL	\$725,000	\$1,000,000	\$725,000B

Project No.: 5065
 Project Title: Acquisition of Lands for Intersection Improvements on CR 100, Suffolk Avenue

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
2. Land Acquisition	\$1,495,000	\$0	\$275,000B
TOTAL	\$4,276,860	\$0	\$275,000

and be it further

5th RESOLVED, that the proceeds of \$275,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5065.211 (Fund 001 Debt Service)	50	Acquisition of Lands and Related Expenses for Intersection Improvements on CR 100, Suffolk Avenue	\$275,000

Date:

APPROVED BY:

 County Executive of Suffolk County

Date of Approval:

2131

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, AMENDING THE 2010 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FOR THE ACQUISITION OF LANDS AND RELATED EXPENSES FOR INTERSECTION IMPROVEMENTS ON CR 100, SUFFOLK AVENUE AND BRENTWOOD ROAD/WASHINGTON AVENUE, TOWN OF ISLIP (CP 5065)		
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		
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
Nicholas Paglia Executive Technician		October 26th, 2010

SCIN FORM 175b (10/95)

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

2131

GENERAL FUND

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$16,292	\$0.03		\$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	\$16,292	\$0.03		\$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

231

Term of Bonds: 30
Amount to Bond: \$275,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2010					
11/1/2010					
5/1/2011	2.500%	\$4,741.71	\$11,550.00	\$16,291.71	\$16,291.71
			\$5,675.42	\$5,675.42	
5/1/2012	3.500%	\$4,940.86	\$5,675.42	\$10,616.29	\$16,291.71
			\$5,571.67	\$5,571.67	
5/1/2013	3.500%	\$5,148.38	\$5,571.67	\$10,720.05	\$16,291.71
			\$5,463.55	\$5,463.55	
5/1/2014	3.500%	\$5,364.61	\$5,463.55	\$10,828.16	\$16,291.71
			\$5,350.89	\$5,350.89	
5/1/2015	3.500%	\$5,589.93	\$5,350.89	\$10,940.82	\$16,291.71
			\$5,233.50	\$5,233.50	
4/30/2016	3.500%	\$5,824.70	\$5,233.50	\$11,058.21	\$16,291.71
			\$5,111.19	\$5,111.19	
4/30/2017	3.500%	\$6,069.34	\$5,111.19	\$11,180.53	\$16,291.71
			\$4,983.73	\$4,983.73	
5/1/2018	3.500%	\$6,324.25	\$4,983.73	\$11,307.98	\$16,291.71
			\$4,850.92	\$4,850.92	
5/1/2019	3.500%	\$6,589.87	\$4,850.92	\$11,440.79	\$16,291.71
			\$4,712.53	\$4,712.53	
4/30/2020	3.500%	\$6,866.65	\$4,712.53	\$11,579.18	\$16,291.71
			\$4,568.33	\$4,568.33	
4/30/2021	3.750%	\$7,155.04	\$4,568.33	\$11,723.38	\$16,291.71
			\$4,418.08	\$4,418.08	
5/1/2022	4.000%	\$7,455.56	\$4,418.08	\$11,873.63	\$16,291.71
			\$4,261.51	\$4,261.51	
5/1/2023	4.500%	\$7,768.69	\$4,261.51	\$12,030.20	\$16,291.71
			\$4,098.37	\$4,098.37	
4/30/2024	4.500%	\$8,094.97	\$4,098.37	\$12,193.34	\$16,291.71
			\$3,928.37	\$3,928.37	
4/30/2025	4.500%	\$8,434.96	\$3,928.37	\$12,363.34	\$16,291.71
			\$3,751.24	\$3,751.24	
5/1/2026	4.500%	\$8,789.23	\$3,751.24	\$12,540.47	\$16,291.71
			\$3,566.67	\$3,566.67	
5/1/2027	4.500%	\$9,158.38	\$3,566.67	\$12,725.05	\$16,291.71
			\$3,374.34	\$3,374.34	
4/30/2028	4.750%	\$9,543.03	\$3,374.34	\$12,917.37	\$16,291.71
			\$3,173.94	\$3,173.94	
4/30/2029	4.750%	\$9,943.84	\$3,173.94	\$13,117.78	\$16,291.71
			\$2,965.12	\$2,965.12	
5/1/2030	4.750%	\$10,361.48	\$2,965.12	\$13,326.60	\$16,291.71
			\$2,747.52	\$2,747.52	
5/1/2031	4.750%	\$10,796.66	\$2,747.52	\$13,544.19	\$16,291.71
			\$2,520.79	\$2,520.79	
4/30/2032	4.750%	\$11,250.12	\$2,520.79	\$13,770.92	\$16,291.71
			\$2,284.54	\$2,284.54	
4/30/2033	4.750%	\$11,722.63	\$2,284.54	\$14,007.17	\$16,291.71
			\$2,038.37	\$2,038.37	
5/1/2034	4.750%	\$12,214.98	\$2,038.37	\$14,253.34	\$16,291.71
			\$1,781.85	\$1,781.85	
5/1/2035	4.750%	\$12,728.01	\$1,781.85	\$14,509.86	\$16,291.71
			\$1,514.56	\$1,514.56	
4/30/2036	4.750%	\$13,262.58	\$1,514.56	\$14,777.15	\$16,291.71
			\$1,236.05	\$1,236.05	
4/30/2037	4.750%	\$13,819.61	\$1,236.05	\$15,055.66	\$16,291.71
			\$945.84	\$945.84	
5/1/2038	4.750%	\$14,400.04	\$945.84	\$15,345.87	\$16,291.71
			\$643.44	\$643.44	
5/1/2039	4.750%	\$15,004.84	\$643.44	\$15,648.27	\$16,291.71
			\$328.34	\$328.34	
4/30/2040	4.750%	\$15,635.04	\$328.34	\$15,963.38	\$16,291.71
		\$275,000.00	\$213,751.35	\$488,751.35	\$488,751.35

COUNTY OF SUFFOLK



2131

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

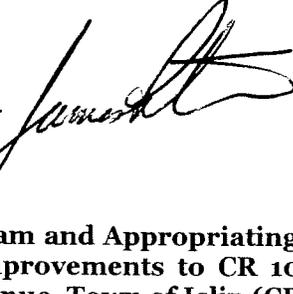
GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES K. PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

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

DATE: September 24, 2010

RE: **Amending the 2010 Capital Budget and Program and Appropriating Funds for the Acquisition of Lands for Intersection Improvements to CR 100, Suffolk Avenue and Brentwood Road/Washington Avenue, Town of Islip (CP 5065)**

Attached is a draft resolution and duplicate copy to appropriate the sum of \$275,000 for land acquisition in connection with the above referenced project. These funds are required to compensate private property owners who have settled claims for additional compensation, above and beyond the amount offered by the County, under the provisions of the New York State Eminent Domain Procedure Law.

There are no funds included in the 2010 Capital Budget and Program for this project and, as such, an offset must be provided. CP 5571 (Intersection Improvements on CR 48, Middle Road at Cox Neck Road) has been rescheduled for 2011 due to the need for additional funding exceeding the original estimates and because of workload involved with ARRA stimulus projects. There are funds remaining within this Capital Program to offset this request.

The Suffolk County Council on Environmental Quality previously reviewed this project and determined by Resolution 1184-2002 that this project constitutes a Type II action.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5065.doc".

JKP/WH/td
attach.

cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Carmine Chiusano, Principal Financial Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Linda Brandolf, CPA, Capital Accounting
Theresa D'Angelo, Principal Clerk
Michael Mulé, Senior Planner

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Intro. Res. No. **2132** - 2010

Laid on the Table **11/16/10**

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2010, AMENDING THE 2010 CAPITAL BUDGET AND PROGRAM APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 36, SOUTH COUNTRY ROAD, TOWN OF BROOKHAVEN (CP 5541)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with Improvements to CR 36, South Country Road from the Vicinity of Chapel Road to the Western Limit of the Village of Bellport; and

WHEREAS, sufficient funds are not included in the 2010 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$800,000 in Suffolk County Serial Bonds; and be it further

1st RESOLVED, that, pursuant to Resolution No. 307-2008 approved by the County Legislature, determined that the Reconstruction of CR 36, South Country Road constitutes an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 279 of the Suffolk County Code, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-two (52) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Improvements to CR 36, South Country Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th RESOLVED, that the 2010 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5097
Project Title: Rehabilitation of CR 17, Carleton Avenue, Town of Islip

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
3. Construction	\$5,800,000	\$ 19,000B	\$0
		<u>\$2,800,000F</u>	<u>\$2,800,000F</u>
TOTAL	\$8,400,000	\$2,819,000	\$2,800,000

Project No.: 5539
 Project Title: CR 7, Wicks Road Corridor Study and Improvements

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
3. Construction	\$1,208,871	\$789,871B	\$8,871B
TOTAL	\$3,040,871	\$789,871	\$8,871

Project No.: 5541
 Project Title: Improvements to CR 36, South Country Road

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
3. Construction	\$4,300,000	\$0	\$800,000B
TOTAL	\$4,725,000	\$0	\$800,000

and be it further

5th RESOLVED, that the proceeds of \$800,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5541.310 (Fund 001 Debt Service)	50	Improvements to CR 36, South Country Road	\$800,000

Date:

APPROVED BY:

 County Executive of Suffolk County

Date of Approval:

2132

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 FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 36, SOUTH COUNTRY ROAD, TOWN OF BROOKHAVEN (CP 5541)		
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)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. SEE ATTACHED DEBT SERVICE SCHEDULE		
8. Proposed Source of Funding SERIAL BONDS		
9. Timing of Impact 2011		
10. Typed Name & Title of Preparer Nicholas Paglia Executive Technician	11. Signature of Preparer 	12. Date October 25th, 2010

SCIN FORM 175b (10/95)

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

2132

GENERAL FUND

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$70,369	\$0.13		\$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	\$70,369	\$0.13		\$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

2132

Term of Bonds: 15
 Amount to Bond: \$800,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2010					
11/1/2010					
5/1/2011	2.500%	\$40,902.12	\$29,466.67	\$70,368.78	\$70,368.78
			\$13,980.05	\$13,980.05	
5/1/2012	3.500%	\$42,408.68	\$13,980.05	\$56,388.73	\$70,368.78
			\$13,199.03	\$13,199.03	
5/1/2013	3.500%	\$43,970.73	\$13,199.03	\$57,169.76	\$70,368.78
			\$12,389.23	\$12,389.23	
5/1/2014	3.500%	\$45,590.32	\$12,389.23	\$57,979.55	\$70,368.78
			\$11,549.61	\$11,549.61	
5/1/2015	3.500%	\$47,269.56	\$11,549.61	\$58,819.17	\$70,368.78
			\$10,679.06	\$10,679.06	
4/30/2016	3.500%	\$49,010.66	\$10,679.06	\$59,689.72	\$70,368.78
			\$9,776.45	\$9,776.45	
4/30/2017	3.500%	\$50,815.88	\$9,776.45	\$60,592.33	\$70,368.78
			\$8,840.59	\$8,840.59	
5/1/2018	3.500%	\$52,687.60	\$8,840.59	\$61,528.19	\$70,368.78
			\$7,870.26	\$7,870.26	
5/1/2019	3.500%	\$54,628.26	\$7,870.26	\$62,498.52	\$70,368.78
			\$6,864.19	\$6,864.19	
4/30/2020	3.500%	\$56,640.40	\$6,864.19	\$63,504.59	\$70,368.78
			\$5,821.06	\$5,821.06	
4/30/2021	3.750%	\$58,726.66	\$5,821.06	\$64,547.72	\$70,368.78
			\$4,739.51	\$4,739.51	
5/1/2022	4.000%	\$60,889.76	\$4,739.51	\$65,629.27	\$70,368.78
			\$3,618.13	\$3,618.13	
5/1/2023	4.500%	\$63,132.53	\$3,618.13	\$66,750.66	\$70,368.78
			\$2,455.44	\$2,455.44	
4/30/2024	4.500%	\$65,457.91	\$2,455.44	\$67,913.35	\$70,368.78
			\$1,249.92	\$1,249.92	
4/30/2025	4.500%	\$67,868.94	\$1,249.92	\$69,118.86	\$70,368.78
		\$800,000.00	\$255,531.73	\$1,055,531.73	\$1,055,531.73

COUNTY OF SUFFOLK



2132

STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

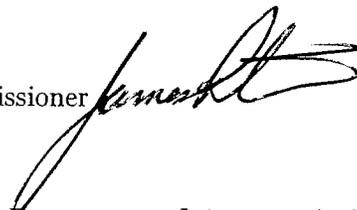
GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES K. PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Cránnell, Deputy County Executive

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

DATE: September 24, 2010

RE: **Amending the 2010 Capital Budget and Program and Appropriating Funds in Connection with Improvements to CR 36, South Country Road from the Vicinity of Chapel Road to the Western Limit of the Village of Bellport, Town of Brookhaven (CP 5541)**

Attached is a draft resolution and duplicate copy to appropriate the sum of \$800,000 for construction in connection with the above referenced project. Additional funding is required for construction and construction inspection services in connection with this project.

There are no funds included in the 2010 Capital Budget and Program for this project and, as such, an offset must be provided. CP 5097 (Reconstruction of CR 17, Wheeler Road from CR 100, Suffolk Avenue to Bretton Road) was moved up into the 2009 Capital Budget and Program and CP 5539 (CR 7, Wicks Road Improvements from CR 13, Fifth Avenue to CR 67, Motor Parkway) has been rescheduled for 2011 due to the need for additional funding exceeding the original estimates and because of workload involved with ARRA stimulus projects. There are funds remaining within these Capital Programs to offset this request.

The Suffolk County Council on Environmental Quality has reviewed this project and determined that it constitutes an unlisted action and no further review is required. The Suffolk County Legislature concurred with this finding pursuant to Resolution 307-2008.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5541.doc".

JKP/WH/td
attach.

cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Carmine Chiusano, Principal Financial Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Linda Brandolf, CPA, Capital Accounting
Theresa D'Angelo, Principal Clerk
Michael Mulé, Senior Planner

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

2133

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

Laid on the Table 11/16/10

RESOLUTION NO. 2010, AMENDING THE 2010 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH INSTALLATION OF SIDEWALKS ON CR 4, COMMACK ROAD, VICINITY OF NICOLLS ROAD TO VICINITY OF POLO STREET, TOWNS OF BABYLON AND HUNTINGTON (CP 5567)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with the Installation of Sidewalks on CR 4, Commack Road from the Vicinity of Nicolls Road to the Vicinity of Polo Street; and

WHEREAS, sufficient funds are not included in the 2010 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$250,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, that, pursuant to Resolution No. 649-2008 approved by the County Legislature, determined that the Improvements to CR 4, Commack Road, constitutes an unlisted action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 279 of the Suffolk County Code, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of seventy-eight (78) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Installation of Sidewalks on CR 4, Commack Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th RESOLVED, that the 2010 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5651
Project Title: Purchase of Signs and Street Furniture

	Total Est'd Cost	Current 2010 Capital Budget & Program	Revised 2010 Capital Budget & Program
5. Furniture & Equipment	<u>\$1,468,763</u>	<u>\$45,000B</u>	<u>\$14,000B</u>
TOTAL	\$1,610,513	\$486,750	\$455,750

Project No.: 5571
 Project Title: Intersection Improvements on CR 48, Middle Road at Cox Neck Road

	<u>Total Est'd Cost</u>	Current 2010 Capital Budget & <u>Program</u>	Revised 2010 Capital Budget & <u>Program</u>
3. Construction	\$781,000	\$1,000,00B	\$781,000B
TOTAL	\$781,000	\$1,000,000	\$781,000

Project No.: 5567
 Project Title: Installation of Sidewalks on CR 4, Commack Road

	<u>Total Est'd Cost</u>	Current 2010 Capital Budget & <u>Program</u>	Revised 2010 Capital Budget & <u>Program</u>
3. Construction	\$3,750,000	\$0	\$250,000B
TOTAL	\$3,750,000	\$0	\$250,000

and be it further

5th RESOLVED, that the proceeds of \$250,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5567.311 (Fund 001 Debt Service)	50	Installation of Sidewalks on CR 4, Commack Road	\$250,000

Date:

APPROVED BY:

 County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2133

1. Type of Legislation		
Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation		
<p>RESOLUTION NO. 2010, AMENDING THE 2010 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH INSTALLATION OF SIDEWALKS ON CR 4, COMMACK ROAD, VICINITY OF NICOLLS ROAD TO VICINITY OF POLO STREET, TOWNS OF BABYLON AND HUNTINGTON (CP 5567)</p>		
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)		
<div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 20px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <p style="margin: 0;">County</p> </div>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SERVICE SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
2011		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		October 25th, 2010

SCIN FORM 175b (10/95)

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

2133

GENERAL FUND

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$21,990	\$0.04		\$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	\$21,990	\$0.04		\$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

2133

Term of Bonds: 15
 Amount to Bond: \$250,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2010					
11/1/2010					
5/1/2011	2.500%	\$12,781.91	\$9,208.33	\$21,990.24	\$21,990.24
			\$4,368.77	\$4,368.77	
5/1/2012	3.500%	\$13,252.71	\$4,368.77	\$17,621.48	\$21,990.24
			\$4,124.70	\$4,124.70	
5/1/2013	3.500%	\$13,740.85	\$4,124.70	\$17,865.55	\$21,990.24
			\$3,871.63	\$3,871.63	
5/1/2014	3.500%	\$14,246.97	\$3,871.63	\$18,118.61	\$21,990.24
			\$3,609.25	\$3,609.25	
5/1/2015	3.500%	\$14,771.74	\$3,609.25	\$18,380.99	\$21,990.24
			\$3,337.21	\$3,337.21	
4/30/2016	3.500%	\$15,315.83	\$3,337.21	\$18,653.04	\$21,990.24
			\$3,055.14	\$3,055.14	
4/30/2017	3.500%	\$15,879.96	\$3,055.14	\$18,935.10	\$21,990.24
			\$2,762.68	\$2,762.68	
5/1/2018	3.500%	\$16,464.88	\$2,762.68	\$19,227.56	\$21,990.24
			\$2,459.46	\$2,459.46	
5/1/2019	3.500%	\$17,071.33	\$2,459.46	\$19,530.79	\$21,990.24
			\$2,145.06	\$2,145.06	
4/30/2020	3.500%	\$17,700.13	\$2,145.06	\$19,845.19	\$21,990.24
			\$1,819.08	\$1,819.08	
4/30/2021	3.750%	\$18,352.08	\$1,819.08	\$20,171.16	\$21,990.24
			\$1,481.10	\$1,481.10	
5/1/2022	4.000%	\$19,028.05	\$1,481.10	\$20,509.15	\$21,990.24
			\$1,130.66	\$1,130.66	
5/1/2023	4.500%	\$19,728.92	\$1,130.66	\$20,859.58	\$21,990.24
			\$767.32	\$767.32	
4/30/2024	4.500%	\$20,455.60	\$767.32	\$21,222.92	\$21,990.24
			\$390.60	\$390.60	
4/30/2025	4.500%	\$21,209.04	\$390.60	\$21,599.64	\$21,990.24
		\$250,000.00	\$79,853.67	\$329,853.67	\$329,853.67

2133

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

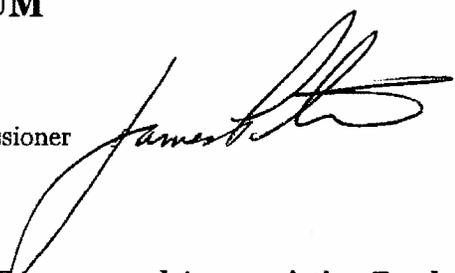
GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES K. PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

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

DATE: September 24, 2010
October 22, 2010 (revised)

RE: **Amending the 2010 Capital Budget and Program and Appropriating Funds in Connection with Installation of Sidewalks on CR 4, Commack Road from the Vicinity of Nicolls Road to the Vicinity of Polo Street, Towns of Babylon and Huntington (CP 5567)**

Attached is a draft resolution and duplicate copy to appropriate the sum of \$250,000 for construction in connection with the above referenced project. Funding is required for the installation of sidewalks on Commack Road between Nicolls Road and Polo Street. This will enhance the project that was completed under the 2009 American Recovery and Reinvestment Act (ARRA).

There are no funds included in the 2010 Capital Budget and Program for this project and, as such, an offset must be provided. Both CP 5539 (CR 7, Wicks Road Improvements from CR 13, Fifth Avenue to CR 67, Motor Parkway) and CP 5571 (Intersection Improvements on CR 48, Middle Road at Cox Neck Road) have been rescheduled for 2011 due to the need for additional funding exceeding the original estimates and because of workload involved with ARRA stimulus projects. There are funds remaining within these Capital Programs to offset this request.

The Suffolk County Council on Environmental Quality has reviewed this project and determined that it constitutes an unlisted action and no further review is required. The Suffolk County Legislature concurred with this finding pursuant to Resolution 649-2008.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5567.doc".

JKP/WH/td
attach.

cc: Chris Kent, Chief Deputy County Executive
 Brendan Chamberlain, County Executive Assistant
 Carmine Chiusano, Principal Financial Analyst
 William Hillman, P.E., Chief Engineer
 Laura Conway, CPA, Chief Accountant
 Linda Brandolf, CPA, Capital Accounting
 Theresa D'Angelo, Principal Clerk
 Michael Mulé, Senior Planner

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

RESOLUTION NO. 2010, AMENDING THE 2010 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FOR THE ACQUISITION OF LANDS FOR IMPROVEMENTS TO CR 80, MONTAUK HIGHWAY BETWEEN NYS ROUTE 112 AND CR 101, TOWN OF BROOKHAVEN (CP 5534)

WHEREAS, the Commissioner of Public Works has requested funds for the acquisition of land and related expenses (appraisals, public notices, title insurance policies, service of process, etc.) for improvements to CR 80, Montauk Highway between NYS Route 112 and CR 101, Town of Brookhaven; and

WHEREAS, CR 80, Montauk Highway between NYS Route 112 and CR 101, is a commercial corridor that has experience drainage, traffic flow, traffic control and traffic safety problems that are presently being addressed by reconstructing the subject roadway by creating turning lanes, reconfiguring intersections and installing modern drainage systems; and

WHEREAS, as a part of this reconstruction, acquisition of lands from private property owners under the provisions of the New York State Eminent Domain Procedure Law was required; and

WHEREAS, many of the property owners have filed and settled claims for additional compensation under the provisions of the New York State Eminent Domain Procedure Law above and beyond the amount of compensation offered by the County; and

WHEREAS, sufficient funds are not included in the 2010 Capital Budget and Program to cover the cost of said request and pursuant to Suffolk County Charter, Section C4-13, an offsetting authorization must be provided from another capital project; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$500,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, Resolution No. 666-2002 approved by the County Legislature declared this project an unlisted action which will not have a significant adverse impact on the environment pursuant to the provisions of Title 6 NYCRR Part 617 and Chapter 279 of the Suffolk County Code, therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of forty-five (45) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Acquisition of Lands for Improvements to CR 80, Montauk Highway between NYS Route 112 and CR 101; and be it further

4th RESOLVED, that the 2010 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5571
 Project Title: Intersection Improvements on CR 48, Middle Road at Cox Neck Road

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
3. Construction	<u>\$500,000</u>	<u>\$1,000,00B</u>	<u>\$500,000B</u>
TOTAL	\$500,000	\$1,000,000	\$500,000

Project No.: 5534
 Project Title: Acquisition of Lands for Improvements to CR 80, Montauk Highway

	<u>Total Est'd Cost</u>	<u>Current 2010 Capital Budget & Program</u>	<u>Revised 2010 Capital Budget & Program</u>
2. Land Acquisition	<u>\$3,550,000</u>	<u>\$0</u>	<u>\$500,000B</u>
TOTAL	\$6,875,000	\$0	\$500,000

and be it further

5th RESOLVED, that the proceeds of \$500,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5534.211 (Fund 001 Debt Service)	50	Acquisition of Lands for Improvements to CR 80, Montauk Highway	\$500,000

Date:

APPROVED BY:

 County Executive of Suffolk County

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	\$43,981	\$0.08		\$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	\$43,981	\$0.08		\$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

2134

Term of Bonds: 15
 Amount to Bond: \$500,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2010					
11/1/2010					
5/1/2011	2.500%	\$25,563.82	\$18,416.67	\$43,980.49	\$43,980.49
			\$8,737.53	\$8,737.53	
5/1/2012	3.500%	\$26,505.42	\$8,737.53	\$35,242.96	\$43,980.49
			\$8,249.39	\$8,249.39	
5/1/2013	3.500%	\$27,481.71	\$8,249.39	\$35,731.10	\$43,980.49
			\$7,743.27	\$7,743.27	
5/1/2014	3.500%	\$28,493.95	\$7,743.27	\$36,237.22	\$43,980.49
			\$7,218.51	\$7,218.51	
5/1/2015	3.500%	\$29,543.48	\$7,218.51	\$36,761.98	\$43,980.49
			\$6,674.41	\$6,674.41	
4/30/2016	3.500%	\$30,631.66	\$6,674.41	\$37,306.07	\$43,980.49
			\$6,110.28	\$6,110.28	
4/30/2017	3.500%	\$31,759.93	\$6,110.28	\$37,870.21	\$43,980.49
			\$5,525.37	\$5,525.37	
5/1/2018	3.500%	\$32,929.75	\$5,525.37	\$38,455.12	\$43,980.49
			\$4,918.91	\$4,918.91	
5/1/2019	3.500%	\$34,142.66	\$4,918.91	\$39,061.58	\$43,980.49
			\$4,290.12	\$4,290.12	
4/30/2020	3.500%	\$35,400.25	\$4,290.12	\$39,690.37	\$43,980.49
			\$3,638.16	\$3,638.16	
4/30/2021	3.750%	\$36,704.16	\$3,638.16	\$40,342.32	\$43,980.49
			\$2,962.20	\$2,962.20	
5/1/2022	4.000%	\$38,056.10	\$2,962.20	\$41,018.29	\$43,980.49
			\$2,261.33	\$2,261.33	
5/1/2023	4.500%	\$39,457.83	\$2,261.33	\$41,719.16	\$43,980.49
			\$1,534.65	\$1,534.65	
4/30/2024	4.500%	\$40,911.19	\$1,534.65	\$42,445.84	\$43,980.49
			\$781.20	\$781.20	
4/30/2025	4.500%	\$42,418.09	\$781.20	\$43,199.29	\$43,980.49
		\$500,000.00	\$159,707.33	\$659,707.33	\$659,707.33

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

JAMES K. PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

152
2134
Nick
start
preparing
e

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

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

DATE: September 24, 2010

RE: **Amending the 2010 Capital Budget and Program and Appropriating Funds for the Acquisition of Lands for Improvements to CR 80, Montauk Highway between NYS Route 112 and CR 101, Patchogue-Yaphank/Sills Road, Town of Brookhaven (CP 5534)**

Attached is a draft resolution and duplicate copy to appropriate the sum of \$500,000 for land acquisition in connection with the above referenced project. These funds are required to compensate private property owners who have settled claims for additional compensation, above and beyond the amount offered by the County, under the provisions of the New York State Eminent Domain Procedure Law.

There are no funds included in the 2010 Capital Budget and Program for this project and, as such, an offset must be provided. CP 5571 (Intersection Improvements on CR 48, Middle Road at Cox Neck Road) has been rescheduled for 2011 due to the need for additional funding exceeding the original estimates and because of workload involved with ARRA stimulus projects. There are funds remaining within this Capital Program to offset this request.

The Suffolk County Council on Environmental Quality previously reviewed this project and determined by Resolution 666-2002 that this project constitutes a Type II action.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5534.doc".

JKP/WH/td
attach.

cc: Chris Kent, Chief Deputy County Executive
Brendan Chamberlain, County Executive Assistant
Carmine Chiusano, Principal Financial Analyst
William Hillman, P.E., Chief Engineer
Laura Conway, CPA, Chief Accountant
Linda Brandolf, CPA, Capital Accounting
Theresa D'Angelo, Principal Clerk
Michael Mulé, Senior Planner

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Intro. Res. No. **2135-10** Laid on Table **11/16/10**
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2010, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS AT COUNTY GOLF COURSES - WEST SAYVILLE (CP 7166)

WHEREAS, the Commissioner of Parks, Recreation and Conservation has requested funds for improvements at the West Sayville course; and

WHEREAS, there are sufficient funds within the 2010 Capital Budget and Program to cover the cost of said improvements under Capital Program Number 7166; 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 2010 Capital Budget as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$275,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, pursuant to State Environmental Quality Review Act Environmental Conservation Law, Article 8 (hereinafter "SEQRA"), CEQ Resolution No. 11-09 determined that these improvements constitute a Type II action pursuant to the provisions of Title 6 NYCRR, Part 617.5 (C) (1) and (2), because it involves the repair and replacement of the irrigation system in kind, on the same site; and be it further

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

3rd RESOLVED, that the proceeds of \$275,000 in Suffolk County Serial Bonds be and are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-7166.313 (Fund 001-Debt Service)	26	Improvements to County Golf Courses – West Sayville	\$275,000

Date:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

2135

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 FUNDS IN CONNECTION WITH IMPROVEMENTS AT COUNTY GOLF COURSES - WEST SAYVILLE AND INDIAN ISLAND (CP 7166)		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No <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		
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
Nicholas Paglia Executive Technician		October 26th, 2010

SCIN FORM 175b (10/95)

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

2135

GENERAL FUND

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$24,189	\$0.04		\$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	\$24,189	\$0.04		\$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

2135

Term of Bonds		15			
Amount to Bond:		\$275,000			
Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2010					
11/1/2010					
5/1/2011	2.500%	\$14,060.10	\$10,129.17	\$24,189.27	\$24,189.27
			\$4,805.64	\$4,805.64	
5/1/2012	3.500%	\$14,577.98	\$4,805.64	\$19,383.63	\$24,189.27
			\$4,537.17	\$4,537.17	
5/1/2013	3.500%	\$15,114.94	\$4,537.17	\$19,652.10	\$24,189.27
			\$4,258.80	\$4,258.80	
5/1/2014	3.500%	\$15,671.67	\$4,258.80	\$19,930.47	\$24,189.27
			\$3,970.18	\$3,970.18	
5/1/2015	3.500%	\$16,248.91	\$3,970.18	\$20,219.09	\$24,189.27
			\$3,670.93	\$3,670.93	
4/30/2016	3.500%	\$16,847.41	\$3,670.93	\$20,518.34	\$24,189.27
			\$3,360.65	\$3,360.65	
4/30/2017	3.500%	\$17,467.96	\$3,360.65	\$20,828.61	\$24,189.27
			\$3,038.95	\$3,038.95	
5/1/2018	3.500%	\$18,111.36	\$3,038.95	\$21,150.32	\$24,189.27
			\$2,705.40	\$2,705.40	
5/1/2019	3.500%	\$18,778.46	\$2,705.40	\$21,483.87	\$24,189.27
			\$2,359.57	\$2,359.57	
4/30/2020	3.500%	\$19,470.14	\$2,359.57	\$21,829.70	\$24,189.27
			\$2,000.99	\$2,000.99	
4/30/2021	3.750%	\$20,187.29	\$2,000.99	\$22,188.28	\$24,189.27
			\$1,629.21	\$1,629.21	
5/1/2022	4.000%	\$20,930.85	\$1,629.21	\$22,560.06	\$24,189.27
			\$1,243.73	\$1,243.73	
5/1/2023	4.500%	\$21,701.81	\$1,243.73	\$22,945.54	\$24,189.27
			\$844.06	\$844.06	
4/30/2024	4.500%	\$22,501.16	\$844.06	\$23,345.21	\$24,189.27
			\$429.66	\$429.66	
4/30/2025	4.500%	\$23,329.95	\$429.66	\$23,759.61	\$24,189.27
		\$275,000.00	\$87,839.03	\$362,839.03	\$362,839.03

2136

11/16/10

Intro. Res. No. -2010 Laid on Table
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2010, APPROPRIATING FUNDS IN CONNECTION WITH COMPUTERIZED RESERVATION SYSTEM (POS) IN COUNTY PARKS (CP 7169)

WHEREAS, the Commissioner of Parks, Recreation and Conservation has requested funds for planning for a software upgrade to the existing computerized reservation system / point-of-sale (POS) system in County parks; and

WHEREAS, the computerized reservation system has proven to be an effective tool in the accurate collection of revenue, the management of daily reservations, and the overall oversight of the County's Park facilities; and

WHEREAS, the software upgrade will be geared toward making the reservation system more user friendly, with the goal of eliminating errors; and

WHEREAS, there are sufficient funds within the 2010 Capital Budget and Program to cover the cost of software upgrades to the reservation system under Capital Program Number 7169; 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 2010 Capital Budget as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$50,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), and the Legislature has no further responsibilities under SEQRA; and be it further

2nd 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. 461-2006; and be it further

3rd RESOLVED, that the proceeds of \$50,000 in Suffolk County Serial Bonds be and are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-7169.111 (Fund 001 Debt Service)	60	Computerized Reservation System (POS) in County Parks	\$50,000

Date:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

2136

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, APPROPRIATING FUNDS IN CONNECTION WITH COMPUTERIZED RESERVATION SYSTEM (POS) IN COUNTY PARKS (CP 7169)		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SERVICE SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
2011		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Executive Technician		November 10th, 2010

SCIN FORM 175b (10/95)

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

2136

GENERAL FUND

	2011 PROPERTY TAX LEVY	2011 COST TO AVG TAXPAYER	2011 AV TAX RATE PER \$100	2011 FEV TAX RATE PER \$1000
TOTAL	\$11,011	\$0.02		\$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	\$11,011	\$0.02		\$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

2136

Term of Bonds 5
 Amount to Bond: \$50,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2010					
11/1/2010					
5/1/2011	2.500%	\$9,361.42	\$1,650.00	\$11,011.42	\$11,011.42
			\$670.54	\$670.54	
5/1/2012	3.500%	\$9,670.35	\$670.54	\$10,340.88	\$11,011.42
			\$510.98	\$510.98	
5/1/2013	3.500%	\$9,989.47	\$510.98	\$10,500.44	\$11,011.42
			\$346.15	\$346.15	
5/1/2014	3.500%	\$10,319.12	\$346.15	\$10,665.27	\$11,011.42
			\$175.88	\$175.88	
5/1/2015	3.500%	\$10,659.65	\$175.88	\$10,835.53	\$11,011.42
		\$50,000.00	\$5,057.09	\$55,057.09	\$55,057.09

COUNTY OF SUFFOLK



STEVE LEVY
SUFFOLK COUNTY EXECUTIVE

NOV 03 2010

2136

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

JOSEPH J. MONTUORI
COMMISSIONER

TRACEY BELLONE
DEPUTY COMMISSIONER

TO: KEN CRANNELL, Deputy County Executive

FROM: JOSEPH J. MONTUORI, Commissioner *Joseph J. Montuori*

CC: CHRISTOPHER KENT, Chief Deputy County Executive

DATE: November 1, 2010

RE: INTRODUCTORY RESOLUTION APPROPRIATING FUNDS IN CONNECTION WITH COMPUTERIZED RESERVATION SYSTEM (POS) IN COUNTY PARKS (CP 7169)

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-Appropriating Funds for CP 7169 Computerized Reservation System.doc"

The 2010 Adopted Capital Budget includes funds for an upgrade to the existing computerized reservation / point-of-sale (POS) system in County parks. Under this project, the upgrade will be geared toward making the reservation system more user friendly, with the goal of eliminating errors. This resolution seeks to appropriate \$50,000 in planning funds for a software upgrade.

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

Enclosures

2137

Intro. Res. No. -2010

Laid on Table

11/16/10

Introduced by the Presiding Officer at the request of the County Executive

**RESOLUTION NO. -2010, AMENDING THE 2010
CAPITAL BUDGET AND PROGRAM AND
APPROPRIATING FUNDS IN CONNECTION WITH
THE SEWER DISTRICT NO. 21 SUNY, PHASE I –
IMPROVEMENT PROJECT (CP8121)**

WHEREAS, Sewer District No. 21 – SUNY requires interim improvements which are defined as Phase I and includes an emergency electric generator and interim recharge facilities; and

WHEREAS, an application has been made to the New York State Environmental Facilities Corporation (EFC) for low interest loan financing for this project; and

WHEREAS, NYS EFC is still reviewing the mechanism for the distribution of available stimulus funds for such projects which may result in a partial grant and/or loan forgiveness to the County of these fund; and

WHEREAS, the application to NYS EFC required a bond resolution which was adopted on April 28, 2009 in Resolution No. 322-2009 authorizing the issuance of \$4 million to finance this project; and

WHEREAS, sufficient funds are not included in the 2010 Capital Budget and Program to cover the cost of said request under Capital Project 8121 and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, NYS EFC has approved the low interest loan financing for this project; and

WHEREAS, there is a need to adopt an appropriating resolution to provide the mechanism for receipt of the NYS EFC funds to be disbursed to the contractors and vendors involved with the Phase I engineering and construction; and

WHEREAS, the funding provided by NYS EFC will be wired to the County allowing a voucher to be processed and for payments to be made to the various contractors/vendors from these County appropriations; now, therefore, be it

1st RESOLVED, this Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA), Environmental Conservation law Article 8, pursuant to Resolution No. 333-2009 approved by the County Legislature, determined that this action constituted a Type II action and; therefore, the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of seventy-seven (77) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary, pursuant to Section C8-2 of the Suffolk County Charter to complete the construction in connection with improvements to SCSD No. 21 - SUNY at Stony Brook; and be it further

4th RESOLVED, that the 2010 Capital Budget be hereby amended as follows:

Project No.: 8121
 Project Title: Improvements to SCSD No. 21 – SUNY at Stony Brook

and be it further

	<u>Total Est'd. Cost</u>	<u>2010 Capital Budget & Program</u>	<u>2010 Capital Budget & Program</u>
1. Planning, design and Supervision	\$ 2,588,000	\$ 0	\$1,000,000 S
3. Construction	\$17,070,000	\$ 0	\$3,000,000 S
TOTAL	\$19,658,000	\$ 0	\$4,000,000

and be it further

5th RESOLVED, that the proceeds of \$4,000,000 in NYS EFC financing be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
527-CAP-8121.112 Fund 221 – EFC Financing	80	Improvements to SCSD No. 21 – SUNY at Stony Brook (Planning, design, supervision – Phase I)	\$1,000,000
527-CAP-8121.311 Fund 221 – EFC Financing	80	Improvements to SCSD No. 21 – SUNY at Stony Brook (Construction – Phase I)	\$3,000,000

and be it further

6th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to accept NYS EFC financing funds up to the amount of \$4,000,000; and be it further

7th RESOLVED, that the County Comptroller is authorized to issue bond anticipation notes for the total State share of \$4,000,000 pending receipt of NYS EFC funds; and be it further

8th RESOLVED, that the County Legislature has authorized the County Comptroller under Resolution No. 322-2009, to execute a project finance agreement and/or loan agreement, and any other agreements with New York State Environmental Facilities Corporation, including amendments thereto, and any other documents or any other instruments in the effectuation of the borrowing contemplated for the financing of this project; and be it further

9th RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute any other standard agreement and/or application agreement required by the New York State Environmental Facilities Corporation, other than those authorized under Resolution No. 322-2009, related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED

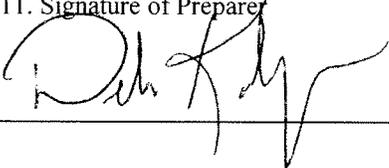
APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

2137

1. Type of Legislation		
Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
2. Title of Proposed Legislation		
AMENDING THE 2010 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE SEWER DISTRICT NO. 21 SUNY, PHASE I-IMPROVEMENT PROJECT (CP 8121)		
3. Purpose of Proposed Legislation		
SEE NO. 2 ABOVE		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> </u> 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 provides the mechanism for the receipt of the NYS EFC funds for the Phase I engineering and construction project.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
N/A		
8. Proposed Source of Funding		
N/A		
9. Timing of Impact		
N/A		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Debra Kolyer Principal Financial Analyst		October 4, 2010

SCIN FORM 175b (10/95)

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

2137

GENERAL FUND

	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

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	\$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

2137

680
SEP 08 2010

DEPARTMENT OF PUBLIC WORKS

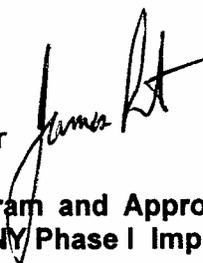
JAMES PETERMAN, P.E.
CHIEF DEPUTY COMMISSIONER

GILBERT ANDERSON, P.E.
COMMISSIONER

LOUIS CALDERONE
DEPUTY COMMISSIONER

MEMORANDUM

TO: Ken Crannell, Deputy County Executive

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

SUBJECT: **Amending the 2010 Capital Budget and Program and Appropriating Funds in Connection with the Sewer District No. 21 – SUNY Phase I Improvement Project - CP 8121**

DATE: August 30, 2010

Attached is a draft resolution, SCIN form 175a and 175b, and backup for the referenced capital project filed as Reso DPW CP 8121 – SD 21-SUNY, Phase I Improvement Project 8-23-10 and backup filed as Reso-Backup DPW CP 8121 – SD 21-SUNY, Phase I Improvement Project 8-23-10. SD 21 – SUNY requires phased improvements. Phase I is an emergency electric generator and interim recharge facilities which are under construction. In order to provide a mechanism for receiving New York State Environmental Facilities Corporation funds to be disbursed to the contractors and vendors involved in this phase I engineering and construction project, an appropriating resolution is required. Previously the Legislature has authorized the issuance of \$4,000,000 in Suffolk County Serial Bonds as required by New York State EFC and this resolution authorizes and directs the County to accept the financing funds from New York State EFC.

We appreciate the resolution being laid on the table at your convenience.

JP:BW:ni

Attachment

cc: Ed Dumas, Chief Deputy County Executive
 Gil Anderson, P.E., Commissioner
 Brendan Chamberlain, Director of Intergovernmental Relations
 Lynne Bizzarro, Esq., Deputy County Attorney
 Carmine Chiusano, Budget Office
 Laura Conway, CPA, Chief Accountant
 Ben Wright, P.E., Sanitation Division
 CE RESO REVIEW
 jp-bw8-23-10 Backup-DPW sd21 SUNY Phase I improvement project CP8121 memo to KCranell

SUFFOLK COUNTY IS AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

RESOLUTION SUBMITTAL SHEET

2137

Capital Project 8121
Operating Fund
Other

Legislative Districts 5
Federal Aid %
State Aid % 85% Max

Give a complete description of why we are asking for reso; if aided, state status of aid

There is a need to adopt an appropriating resolution to provide a mechanism for receipt of the NYS EFC funds for the Phase 1 engineering and construction project at SD 21

Previous resolution (list previous reso for the same work)

<u>Resolution Number</u>	<u>Purpose</u>	<u>Amount</u>
<u>960-08</u>	<u>Construction</u>	<u>\$1.5 million</u>
<u>1425-07</u>	<u>Planning and Construction</u>	<u>\$1.0 million</u>
<u>639-03</u>	<u>Accept grant</u>	<u>\$12 million</u>

<u>Amounts being requested</u>		<u>Current Funding</u>	
Planning	<u>0</u>	Planning	<u>0</u>
Site	<u>0</u>	Site	<u>0</u>
Construction	<u>0</u>	Construction	<u>0</u>
Land	<u>0</u>	Land	<u>0</u>
F&E	<u>0</u>	F&E	<u>0</u>

Project Status

Est. planning completion	<u>May 2010</u>	Design consultant	<u>Gannett Fleming</u>
Est. construction start	<u>June 2009</u>	Contractor	
Est. construction completion	<u>Dec 2010</u>		

State required offsets, their Legislative Districts, and a detailed explanation of why we do not need the funds; state if we believe the legislator from the offset district will have a major issue)

<u>Offset</u>	<u>Leg. District</u>	<u>Comments</u>
---------------	----------------------	-----------------

2138

Intro. Res. No. - 2010

Laid on Table 11/16/2010

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2010 AUTHORIZING THE PURCHASE OF A HANGAR LOCATED AT FRANCIS S. GABRESKI AIRPORT, FOR USE BY THE SUFFOLK COUNTY POLICE DEPARTMENT

Whereas, the County and Sea Empty Equipment, Inc. entered into a ground lease for the lease of property located at Francis S. Gabreski Airport, for the purpose of providing property upon which Sea Empty Equipment could construct ten T-hangars and one large box hangar, with a term that shall expire on March 30, 2029; and

Whereas, Sea Empty Equipment, Inc. subsequently assigned the ground lease to Sea Empty Aviation LLC, whose operating agreement provides for fifty-seven percent of the membership interest to be held proportionately by the owners of the ten T-hangars while forty-three percent of the membership interest, represented by the large box hangar, is held by Sea Empty Equipment, Inc.; and

Whereas, by lease agreement dated May, 2001, the Suffolk County Police Department, Aviation Bureau leased a portion of the large box hangar, together with the use in common of the pilot's lounge, restroom, parking areas and taxiways from Sea Empty Equipment Inc., to house aircraft and offices utilized in connection with their East End Operations; and

Whereas, the Suffolk County Police Department, Aviation Bureau continues to occupy the large box hangar pursuant to various month to month leases since July 1, 2005; and

Whereas, the Aviation Bureau's has been desirous of securing a long term solution for the space needs for their East End Operations; and

Whereas, early discussions between the County and Sea Empty Equipment, Inc. failed to result in a mutually acceptable agreement for the sale of the large box hangar to the County; and

Whereas, the County then pursued steps to construct its own hangar at Gabreski Airport, which construction would be partially funded through a grant from the New York State Department of Transportation, Aviation Bureau; and

Whereas, Resolution Nos. 603-2004 and 1365-2007 appropriated funds to the Capital Budget and Program in connection with the construction of a helicopter hangar for the East End Operations at Gabreski Airport; and

Whereas, during the interceding time, Sea Empty Equipment Inc. contacted the County to reopen negotiations regarding the sale of the large box hangar to the County; and

Whereas, a cost comparison of the proposed construction costs for a new hangar, initially estimated in the amount of \$1.7 million, against the appraised value of the existing hangar revealed that substantial savings could be realized by the County by proceeding with the purchase of the existing large box hangar; and

Whereas, the Sea Empty Equipment has agreed to accept a purchase price for the large box hangar in the amount of \$975,000; and

Whereas, there are sufficient funds in Capital Project 525-3167.310 to purchase the hangar; and

Whereas, the sale of the large box hangar would require an amendment to the underlying ground lease between the County, as landlord, and Sea Empty Aviation LLC, as tenant, to sever and release that portion of the property upon which the large box hangar is located, while continuing the duties and obligations under the ground lease as applied to the remainder of the leasehold; now, therefore be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act (SEQRA) and Chapter 279 of the Suffolk County Code, hereby finds and determines that this resolution constitutes a Type II action pursuant to Title 6 NYCRR Part 617.5(c)(20) and (27), in that this legislative decision involves continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment; and therefore this Legislature has no further responsibilities under SEQRA, and be it further.

2nd RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute a purchase agreement with Sea Empty Equipment, Inc. and Sea Empty Aviation LLC, to acquire any and all right, title and interest in the large box hangar, adjacent office space and bathroom, and related improvements, additions and permanent installations comprising the Sea Empty Equipment Inc. interest in the Sea Empty Aviation LLC, free and clear of any membership obligation on the part of the County to Sea Empty Aviation LLC, in form and content similar to the agreement annexed hereto as Exhibit A; and be it further

3rd RESOLVED, that the County Legislature also authorizes the County Executive, or his designee, to execute an amendment and restatement of lease agreement between the County of Suffolk and Sea Empty Aviation LLC, to sever and release that portion of the ground comprising the Sea Empty Equipment Inc. membership and conforming the duties and responsibilities set forth thereunder accordingly, in a form and content similar to the agreement annexed hereto as Exhibit B.

APPROVED BY:

/S/ Steve Levy
County Executive of Suffolk County

Date:

2138



MEMORANDUM

TO: Ken Crannell, Deputy County Executive
 Connie Corso, Budget Director

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

DATE: November 9, 2010

SUBJECT: **RESOLUTION AUTHORIZING THE PURCHASE OF A HANGAR LOCATED AT FRANCIS S. GABRESKI AIRPORT, FOR USE BY THE SUFFOLK COUNTY POLICE DEPARTMENT**

The Department of Economic Development and Workforce Housing, requests the submittal of the attached resolution authorizing the signing of a Purchase Agreement and an amended and Restatement of a lease of a hanger at Gabreski Airport. The hanger will be used to permanently house the East End Medevac helicopter.

Attached please find the draft resolution, Purchase Agreement (Exhibit A), Restatement of Lease (Exhibit B) and the required SCIN 175a and 175b. Electronic copies have been filed as required.

Thank you.

CEF/kmb
Attachments

cc: Yves Michel, Commissioner
 Brendan Chamberlain, Director Intergovernmental Relations
 Basia Braddish, Assistant County
 Anthony Ceglio, Francis S. Gabreski Airport Manager



Steve Levy

Suffolk County Executive

Yves R. Michel

Commissioner

BETTER FOR BUSINESS... BETTER FOR LIFE

EXHIBIT A

THIS PURCHASE AGREEMENT (“Agreement”), made as of November ____, 2010, by and between the **County of Suffolk**, a municipal corporation whose address is County Center, Riverhead, New York (hereinafter the “**COUNTY**”), acting through its duly constituted Department of Economic Development and Workforce Housing, Aviation Division (hereafter “**Airport Management**”), located at Francis S. Gabreski Airport, Administration Building # 1, Westhampton Beach, New York 11978 and **Sea Empty Aviation, LLC**, a limited liability company, organized and existing under the laws of the State of New York, with an address at _____, Westhampton, New York 11978;

WITNESSETH, THAT:

Whereas, pursuant to a ground lease between Sea Empty Equipment, Inc. and the COUNTY, last dated January 11, 1999, and as amended by the First Amendment of Lease Agreement last dated October 12, 2005, Sea Empty Equipment leased approximately 1.3± acres of land at Gabreski Airport, as shown on Exhibit “A” of the original Lease Agreement (the “Original Leased Property”), for the construction of ten “T” hangars and one box hangar, together with related improvements, additions, and permanent installations (hereinafter the “Original Lease”); and

Whereas, by an Assignment of Lease dated April 14, 2009, the Original Lease between the COUNTY and Sea Empty Equipment, Inc. was assigned to Sea Empty Aviation, LLC; and

Whereas, pursuant to the Operating Agreement of Sea Empty Aviation, LLC, dated January 28th, 2000 (the “Operating Agreement”), Sea Empty Equipment, Inc. holds a 43% interest in Sea Empty Aviation, LLC in the form of a membership interest allocable to one box hangar, and adjoining office space and bathroom which was constructed on the leased premises; and

Whereas, the COUNTY is interested in purchasing the present possessory interest in the box hangar, and adjoining office space and bathroom, and related improvements, additions and permanent installations comprising the membership interest of Sea Empty Equipment (the “Improvements”); and

Whereas, in an effort to facilitate the County’s purchase of said Improvements, Sea Empty Aviation, LLC agrees to consent to the County’s purchase of the Improvements, free and clear of any obligations under the Operating Agreement or related agreements, and Sea Empty Aviation, LLC furthers agrees to consent that the County shall under no circumstance be deemed a member of Sea Empty Aviation, LLC;

NOW, THEREFORE, in consideration of the mutual agreements and respective promises herein contained and made by the parties hereto, the parties hereby agree, effective as the last date of execution below (the “**Effective Date**” of this Agreement) unless otherwise stated, as follows:

Section 1. Payment

The County gives, and Sea Empty Equipment, Inc. accepts, NINE HUNDRED SEVENTY_FIVE THOUSAND DOLLARS (\$975,000.00), as payment for the purchase of all rights, title and interest to the Improvements comprising the membership interest of Sea Empty Equipment Inc. in Sea Empty Aviation, LLC.

Section 2. No Membership Interest

Sea Empty Aviation, LLC hereby irrevocably surrenders to the COUNTY any and all right, title and interest in the Improvements, and further acknowledges that the COUNTY shall have no present or future

EXHIBIT A

obligation under the Operating Agreement or any member agreements executed in accordance therewith, and in no instance shall the COUNTY be deemed a member of Sea Empty Aviation, LLC.

Section 3. Release and Surrender of Ground Lease Interest

The COUNTY agrees to enter into with Sea Empty Aviation LLC a restatement of the Original Lease, for the purpose of surrendering and releasing Sea Empty Aviation LLC from any obligations under the Original Lease for that portion of the Original Leased Property, as depicted on the diagram identified as Exhibit A.

Section 4. Managing Member

Upon the sale of the Improvements, Sea Empty Equipment Inc. shall no longer be the managing member of Sea Empty Aviation LLC.

Section 5. No Claims

Sea Empty Aviation LLC and Sea Empty Equipment Inc. warrant and represent that they have done nothing which would give anyone a claim against the Improvements or the underlying property.

Section 6. Broker Fee

Sea Empty Equipment, Sea Empty Aviation LLC and the COUNTY each represent and warrant that no broker has been concerned on its behalf in the negotiation of this Lease and that there is no such broker who is or may be entitled to be paid a commission in connection therewith except for Newmark Knight Frank ("**Broker**"), who shall be paid a four percent (4%) commission by Sea Empty Equipment Inc. pursuant to a separate agreement between Sea Empty Equipment Inc. and the Broker. Each party shall indemnify and save harmless the other parties of and from any claim for commission or brokerage fee made by any and all persons, firms or corporations whatsoever (other than Broker) based upon a claim of services rendered to such party, whether or not such claims, demands, causes of action, liabilities, etc., in connection with the transfer of the Improvements (to include reasonable attorneys and other professional fees).

Section 7. Representations and Warranties of Sea Empty Equipment, Inc.

Sea Empty Equipment, Inc. warrants that the execution this Agreement was duly authorized by all necessary action of Sea Empty Equipment, Inc., none of which action has been rescinded or otherwise modified. Sea Empty Equipment, Inc. has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement is a legal, valid, and binding obligation of the Sea Empty Equipment, Inc., enforceable against Sea Empty Equipment, Inc. in accordance with its terms.

Section 8. Representations and Warranties of Sea Empty Aviation LLC

Sea Empty Aviation LLC warrants that the execution this Agreement was duly authorized by all necessary action of its members, none of which action has been rescinded or otherwise modified. Sea Empty Aviation LLC has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement is a legal, valid, and binding obligation of Sea Empty Aviation LLC, enforceable against Sea Empty Aviation LLC in accordance with its terms.

EXHIBIT A

Section 9. Representations of COUNTY

The COUNTY is a municipal corporation duly organized and existing under the laws of the State of New York and is duly authorized and empowered to enter into and perform this Agreement, and to execute all documents related thereto.

Section 10. COUNTY Representatives

It is expressly understood and agreed by and between the parties hereto that the officers, officials, employees, and age of Public Works and the Department of Economic Development and Workforce Housing and their officers and agents are acting in a representative capacity for the County of Suffolk and not for their own benefit, and that neither Sea Empty Aviation LLC nor Sea Empty Equipment Inc. shall have any claim against them or any of them as individuals in any event whatsoever.

Section 11. No Intended Third Party Beneficiaries

This Agreement is entered into solely for the benefit of the COUNTY and Sea Empty Aviation LLC and Sea Empty Equipment Inc. No third party shall be deemed a beneficiary of this Agreement and no third party shall have the right to make any claim or assert any right under the Agreement.

Section 12. Certification as to Relationships

Sea Empty Aviation LLC and Sea Empty Equipment Inc. certify under penalties of perjury that, other than through the funds provided in the Agreement and other valid agreements with the COUNTY, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the COUNTY or its elected officials. Sea Empty Aviation LLC and Sea Empty Equipment Inc. also certify that there is no relationship within the third degree of consanguinity, between them, any of their partners, members, directors, or shareholders owning five (5%) percent or more of the Agreement, and the COUNTY.

Section 13. Suffolk County Legislative Requirements

The Parties agree to be bound by the terms of the "Suffolk County Legislative Requirements," annexed hereto as Exhibit B, and made a part hereof. Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk<http://www.co.suffolk.ny.us>](http://www.co.suffolk.ny.us). Click on "Laws of Suffolk County" under "Suffolk County Links."

Section 14. Governing Law

This Agreement 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 Agreement shall be in 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 15. E-mail Signature

Sea Empty Equipment, Inc. and Sea Empty Aviation LLC represent and warrant that Charles Tutt is authorized to execute this Agreement, in his capacity as President of Sea Empty Equipment, Inc. via submission of a legally authorized e-mail signature.

EXHIBIT A

Section 16. Entire Agreement

This Agreement consists of the following: **Sections 1** through **16** inclusive. The foregoing constitutes the entire agreement of the parties on the subject matter hereof. It may not be changed, modified, discharged or extended except by written instrument duly executed by the Parties. The Parties agree that no representations or warranties shall be binding upon the others unless expressed in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Restatement to be executed and delivered as of the date last set forth above.

COUNTY OF SUFFOLK

SEA EMPTY EQUIPMENT, INC.

By: _____

By: _____

Name: Christopher Kent

Name: Charles Tutt

Title: Chief Deputy County Executive

Title: President

Date: _____

Date: _____

SEA EMPTY AVIAITION LLC

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGALITY

CHRISTINE MALAFI

Suffolk County Attorney

By: _____

Basia Deren Braddish

Asst. County Attorney

EXHIBIT B

FRANCIS S. GABRESKI

SECOND AMENDMENT AND RESTATEMENT OF LEASE AGREEMENT

between

COUNTY OF SUFFOLK

and

SEA EMPTY AVIATION LLC

Date: _____, 2010

TABLE OF CONTENTS

	<u>Page</u>
Section 1: Surrender of Portion of Property	1
Section 2: Description of Premises	1
Section 3: Term	2
Section 4: Purpose	2
Section 5: Rent	3
Section 6: Security Deposit	4
Section 7: No Warranties By County	4
Section 8: Care, Maintenance and Repair	5
Section 9: Other Construction by TENANT	6
Section 10: Utilities and Services	6
Section 11: Insurance	6
Section 12: Fire and Casualty Damage	8
Section 13: Indemnity Liability Insurance	8
Section 14: Ingress and Egress	9
Section 15: Obligations of TENANT	10
Section 16: Hazardous Substances and Waste	11
Section 17: Prohibited Acts	13
Section 18: Unauthorized Use	13
Section 19: Rules and Regulations, Minimum Standards, Development Guidelines	14
Section 20: Signs	14
Section 21: Assignment of Lease or Sublease	14
Section 22: Title to Improvements	15
Section 23: Condemnation	15
Section 24: Non-Discrimination	16
Section 25: Governmental Requirements	16
Section 26: Rights of Entry Reserved	17
Section 27: Additional Fees and Charges	18
Section 28: Removal of Personal Property	18
Section 29: Surrender/Holdover	18
Section 30: Acceptance of Surrender	19

Section 31: Termination/Default Remedies and Damages 19

Section 32: Notices 21

Section 33: OFAC Certification 22

Section 34: Prevailing Wage 22

Section 35: Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction 23

Section 36: Broker 23

Section 37: Paragraph Headings 23

Section 38: Miscellaneous 23

Section 39: Suspension of Agreement 24

Section 40: Copies of Certificates of Incorporation/By-Laws 24

Section 41: Off-set of Arrears or Default 24

Section 42: Cooperation on Claims 25

Section 43: Representations and Warranties of TENANT 25

Section 44: Representations of COUNTY 25

Section 45: Not a Co-Partnership or Joint Venture 25

Section 46: Independent Contractor 25

Section 47: COUNTY Representatives 25

Section 48: No Credit 26

Section 49: No Implied Waiver 26

Section 50: Certification 26

Section 51: Chemicals, Fungicides, Herbicides and Pesticides 26

Section 52: Suffolk County Legislative Requirements 26

Section 53: Governing Law 26

Section 54: Severability 27

Section 55: Entire Agreement 27

- Exhibit A – Diagram of Property
- Exhibit B – Aerial Map of Property
- Exhibit C – Legislative Requirements

Appendix A – 14 CFR 43- Federal Aviation Regulations Part 43 (excerpt), Permitted Maintenance for Aircraft Owners

**SECOND AMENDMENT
AND
RESTATEMENT OF LEASE AGREEMENT**

THIS SECOND AMENDMENT AND RESTATEMENT OF LEASE AGREEMENT (“Restatement”), made as of _____, 2010, by and between the **County of Suffolk**, a municipal corporation whose address is County Center, Riverhead, New York (hereinafter the **“COUNTY”**), acting through its duly constituted Department of Economic Development and Workforce Housing, Aviation Division (hereafter **“Airport Management”**), located at Francis S. Gabreski Airport, Administration Building # 1, Westhampton Beach, New York 11978 and **Sea Empty Aviation, LLC**, a limited liability company, organized and existing under the laws of the State of New York, with an address at _____, Westhampton, New York 11978 (hereinafter called the **“TENANT”**);

WITNESSETH, THAT:

Whereas, pursuant to the lease between Sea Empty Equipment, Inc. and the COUNTY, last dated January 11, 1999, and as amended by the First Amendment of Lease Agreement last dated October 12, 2005, Sea Empty Equipment leased approximately 1.3± acres of land at Gabreski Airport, as shown on Exhibit “A” of the original Lease Agreement (the “Original Leased Property”), for the construction of ten “T” hangars and one box hangar, together with related improvements, additions, and permanent installations (hereinafter the “Original Lease”); and

Whereas, pursuant to an Assignment of Lease dated April 14, 2009, the Original Lease between the COUNTY and Sea Empty Equipment, Inc. was assigned to TENANT; and

Whereas, the COUNTY and TENANT voluntarily and jointly desire to sever and surrender from the Original Lease that portion of the ground lease upon which the box hangar and related improvements, additions and permanent installations are constructed and which are currently used by the Suffolk County Police Department;

NOW, THEREFORE, in consideration of the mutual agreements and respective promises herein contained and made by the parties hereto, the parties hereby agree, effective as the last date of execution below (the **“Effective Date”** of this Agreement) unless otherwise stated, as follows:

Section 1. Surrender of Portion of Premises

TENANT hereby surrenders to COUNTY a portion of the Original Leased Property, as depicted on the diagram identified as **Exhibit A**, and further highlighted on the aerial identified as **Exhibit B**, including the land, and any and all interest in the box hangar, adjacent office space and bathroom, and related improvements, additions and permanent installations (the “Surrendered Property”).

Section 2. Description of Leased Premises

TENANT hereby continues to lease from the COUNTY approximately 1.04 acres, or 80% percent of the Original Leased Property (hereinafter the “Remaining Property”), upon which the ten (10) T-hangars were constructed, together with the related improvements, additions and permanent installations (the “Improvements”). The Remaining Property and the Improvements, the appurtenances appertaining to the Remaining Property and the Improvements, and the rights, easements, and privileges granted hereunder

are collectively referred to as the "Premises" and which are also identified on the diagram and aerial set forth in **Exhibits A and B**.

Section 2.02 There are no warranties, expressed or implied, as to any condition apparent or unknown as to the Premises, except as otherwise stated in this Restatement.

Section 3. Term

Section 3.01 This Restatement shall expire on 12 o'clock noon of March 30, 2029 or on such earlier date as provided for herein.

Section 3.02 TENANT, provided it is not in default of any of the terms or conditions of this Restatement, shall have two (2) options to extend the term for five (5) years, each. Successive terms shall only commence upon the expiration of the previous term. TENANT may exercise the first option by notifying the COUNTY in writing, by registered or certified mail, return receipt requested, no later than July 1, 2028 if it so desires to extend the term for the period of April 1, 2029 through March 30, 2034. TENANT may exercise its second option by notifying the COUNTY in writing by registered or certified mail, return receipt requested, no later than July 1, 2033 if it so desires to extend the lease term for the period of April 1, 2034 through March 30, 2039.

Section 4. Purpose

Section 4.01 The parties hereto acknowledge that the COUNTY is a municipal corporation and is entering into and executing this Restatement by virtue of the authority of Resolution No. _____-2010 of the Suffolk County Legislature, 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 TENANT has examined the Resolution and is fully aware of the intended purpose thereof.

Section 4.02 In accordance with applicable federal, state and local laws, rules and regulations, TENANT shall use and occupy the Premises for the following purposes only and for no other purpose whatsoever:

- (1) For the storage, and maintenance, repair, assembly and other purposes directly related to TENANT's aircraft only as stipulated in Federal Aviation Regulations Part 43.3(g), Appendix A, and **Section 21** of this Restatement;
- (2) For the parking of automobiles and other vehicles operated by TENANT and permitted subtenants, invitees and business visitors; it being understood that all parking of vehicles on areas of the Premises shall not be for long term storage and is subject to the prior written, and continuing approval of Airport Management. TENANT understands that as additional hangars are developed in the area, the parking of automobiles and other non-aviation vehicles operated by TENANT on the Premises may interfere with the safe operation of airplanes in the immediate area. In the event Airport Management determines that parking of automobiles and other non-aviation vehicles on the Premises threatens the safe operation of airplanes, Airport Management shall designate alternate parking area(s) for TENANT's use. Airport Management and TENANT shall enter into a separate agreement setting forth the COUNTY's and TENANT's obligations and duties relating to such parking areas and any parking fees or rental amounts which may be charged pursuant to such separate agreement.

Section 4.03 In the use of the Premises, TENANT has read and agrees to observe, obey and abide by all

reasonable ordinances, the "Airport Rules and Regulations" (defined at **Section 21**), the "Minimum Standards" (defined at **Section 21**), and any other directives of Airport Management or other governmental authorities including the Federal Aviation Administration and the Transportation Security Administration, applicable to the Premises, and the common and joint use of the Airport Facilities and the maintenance and conduct of all operations thereon, which are now or may hereafter be imposed or promulgated by the County of Suffolk or any such other governmental authority with control over the Airport.

Section 4.04 TENANT's use of the Premises shall be subject to, and in accordance with all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities and any Fire Insurance Rating Organization, Board of Fire Underwriters, and/or similar bodies having jurisdiction thereof. TENANT shall insure that the use of the Premises shall remain in compliance with all applicable laws, including the American Disabilities Act, the Department of Health, and Article 28 of the New York State Public Health Law, if applicable, throughout the term of this Agreement.

Section 5. Rent

Section 5.01 "Annual Rent" for the Premises through March 31, 2014 shall be \$5,899 annually or \$491.58 monthly, payable by TENANT to the COUNTY, at the address first set forth above for the Airport Manager, or at such other place designated by the COUNTY in writing, in equal monthly installments, in advance, on the first day of each calendar month during the Term, beginning on the Commencement Date. All remittances shall be made payable to "**Suffolk County Treasurer's Office.**" Partial months shall be prorated.

Section 5.02 For each successive five (5) year period, annual rent shall be computed and compounded as follows: for the period April 1, 2014 to March 30, 2019, the annual rent shall be a sum which is the product of the multiplication of the annual rent for the immediately prior rental period, multiplied by a fraction, the numerator of which is the Consumer Price Index for all urban consumers in the New York Metropolitan Area (CPI-U) for March 1, 2014 and the denominator is the CPI-U for March 1999. For each successive five (5) year period, the annual rent shall be a sum which is the product of the multiplication of the compounded annual rent for the immediately prior period, using as the numerator, the CPI-U for March of the year in which said five (5) year period commences and the CPI-U for March 1999 as the denominator. Anything herein contained to the contrary, notwithstanding, in no event shall the rent paid hereunder during any period are extension be less than the rental for the previous period or term. In the event the U.S. Department of Labor shall discontinue the maintenance of the CPI-U, the rate shall be computed using reasonably similar statistical data maintained by a governmental agency.

Section 5.03 Any sums, charges, fees, expenses, or amounts required to be paid by TENANT pursuant to the provisions of this Agreement other than Annual Rent, shall be designated as and deemed to be "Additional Rent" and except as otherwise provided, shall be payable by TENANT to COUNTY within thirty (30) days after COUNTY gives TENANT written notice that such payment is due. COUNTY shall have the same rights against TENANT for default in the payment of Additional Rent as for default in the payment of Annual Rent.

Section 5.04 TENANT further understands and agrees that, in the event the Agreement is terminated, TENANT's obligation to pay the amounts due the COUNTY pursuant to this Agreement shall survive such termination of the Agreement and shall remain in full force and effect until such amounts are paid. TENANT hereby specifically acknowledges that neither the survival of the obligation with respect to any such amounts nor any other provision of the Agreement shall grant or shall be deemed to grant any rights whatsoever to TENANT to have the term of the Agreement extended for any period beyond the end of the term as provided in **Section 1** hereof, or affect in any way the COUNTY's right to terminate the

Agreement under **Section 31** hereof.

Section 5.05 Should TENANT neglect to pay any charges for services supplied by the COUNTY when the same become due and payable, then the amount of said charges shall forthwith become Additional Rent and shall under all circumstances and conditions be considered and be collectible as such.

Section 5.06 In the event that the rental payment is not made by the 10th day after the payment is deemed due under the provisions of this Restatement, TENANT agrees to pay an additional late fee equal to five percent (5%) of the monthly rental payment.

Section 6. Security Deposit

Section 6.01 TENANT and COUNTY acknowledge that TENANT previously deposited the sum of \$1,188.00 as security for the payment of rent and for the faithful performance and observation by TENANT of all the terms, provisions, covenants, and conditions of the prior agreement between the parties, and such security deposit shall continue to be held for such purpose hereunder, and any modification, extension, or renewal thereof (such security deposit shall hereafter be called the "**Security**").

Section 6.02 If TENANT defaults in its payment of rent or performance of any of its other obligations under Agreement, and any renewals or extensions thereof, COUNTY may, at its sole option, whether before or after enforcing its remedies against the TENANT under this Agreement, retain, use or apply the whole or any part of the Security to the extent required for payment of any: (i) Annual Rent; (ii) Additional Rent; (iii) Any other amounts TENANT is obligated to pay under the Agreement; (iv) Any amount that COUNTY may expend or may be required to expend by reasons of TENANT's Default of this Agreement; (v) Loss or damage that COUNTY may suffer by reason of TENANT's default, including, without limitation, any damages incurred by COUNTY, whether such damages accrue before or after summary proceedings or other reentry by COUNTY; or (vi) Costs incurred by COUNTY in connection with the cleaning or repair of the Premises upon the expiration or earlier termination of this Agreement.

Section 6.03 The Security shall not be applied as an advance payment of the rent by the TENANT, nor used by the TENANT in lieu of rent at the conclusion of the lease.

Section 6.04 After the expiration or earlier termination of this Agreement, and upon the condition that TENANT shall not be in Default under any part of this Agreement, as this Agreement may have been amended, and upon written request therefor by TENANT, the COUNTY will return the Security to TENANT, less the amount of any and all unpaid claims and demands (including estimated damages) of the COUNTY by reason of any Default or breach by TENANT of this Agreement or any part thereof. TENANT agrees that it will not assign or encumber the Security. TENANT may collect or receive any interest paid on cash deposited in interest-bearing bank accounts, if any, less any part thereof or amount which the COUNTY is or may hereafter be entitled or authorized by law to retain or to charge in connection therewith, whether as or in lieu of an administrative expense, or custodial charge, or otherwise provided.

Section 7. No Warranties By County

Section 7.01 TENANT acknowledges that TENANT is leasing the Premises "AS IS" and COUNTY shall not be required to perform any work or furnish any materials in connection with the Premises

Section 7.02 Except as otherwise set forth in this Restatement, (i) COUNTY makes no warranty of any kind or nature, express, implied or otherwise, or any representations or covenants of any kind or nature in connection with the conditions of the Premises or any part thereof, and (ii) COUNTY shall not be liable for any latent or patent defects therein or be obliged in any way whatsoever to correct or repair any such latent or patent defects.

Section 7.03 Except as may be otherwise expressly provided in the Restatement, COUNTY shall not be obligated to provide any services to TENANT.

Section 8. Care, Maintenance, And Repair Of Premises

Section 8.01 It shall be TENANT'S sole obligation to take good care of the Premises and make and be responsible for any and all repairs, maintenance, replacements or renovations required. TENANT shall perform any work required to accommodate the needs of TENANT. All work is to be conducted in a good and workmanlike manner, in accordance with **Section 9** below, at TENANT's sole cost and expense. Such repairs and replacements, ordinary as well as extraordinary, shall be made promptly as and when necessary. All repairs and replacements shall be of good workmanship and of quality and class at least equal to the original work or equal to the subsequently renovated and improved work.

Section 8.02 TENANT shall at its own expense at all times keep the Premises and all TENANT's Improvements, fixtures, equipment, landscaping, grass areas, and personal property, and any property of the TENANT which is located in any parts of the Premises which are open to or visible by the general public, in a clean and orderly condition and appearance. If TENANT fails to maintain the Premises in a clean and orderly condition, the COUNTY may do so and the cost thereof shall be charged to the TENANT, and will be Additional Rent.

Section 8.03 TENANT agrees to perform maintenance and make repairs and replacements in any case where County, in its reasonable judgment, determines that it is necessary to do so in order to preserve the safety of the Premises, or to correct any condition which reasonably could cause injuries or damages to persons or property.

Section 8.04 In the event any mechanics' or other liens are filed against any portion of the Premises by reason of TENANT's acts or omissions or because of a claim against TENANT, TENANT shall cause the same to be cancelled or discharged of record by bond or otherwise within forty-five (45) days after notice from COUNTY of the filing thereof and TENANT shall indemnify and save the COUNTY harmless from and against all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting there from. If TENANT shall fail to cancel or discharge said lien or liens within said 45-day period, COUNTY may cancel or discharge the same and upon COUNTY's demand, TENANT shall reimburse the COUNTY for the costs or expenses thereof, within thirty (30) days after receipt of an invoice therefore.

Section 8.05 TENANT shall perform all snow removal required for its use of the Premises, at TENANT's sole cost and expense.

Section 8.06 TENANT shall promptly remove any of its aircrafts or the aircrafts of its officers, employees, members, contractors, subcontractors, invitees, or agents which has crashed, or becomes disabled on the runways or taxiways of the airport to the best of its ability. The costs of such removal shall be at the cost and expense of the owner or operator of said aircraft, but the failure of said owner or operator to pay or to offer payment to TENANT shall not relieve TENANT of his responsibility to clear the runways or taxiways. Removal shall be coordinated with Airport Management, the Federal Aviation Administration, and the Air Traffic Control Tower.

Section 9. Other Construction by TENANT

Section 9.01 Except as otherwise expressly provided herein, TENANT shall not erect any structures, make any improvements, do any construction on the Premises, or install any fixtures (other than fixtures, removable without material damage to the Premises, any such damage to be immediately repaired by TENANT) without the prior written approval of the COUNTY through the medium of a construction or alteration application to Airport Management. In the event any construction, improvement, alteration, modification, addition, repair, or replacement is made without such approval, then upon reasonable notice to do so, TENANT shall remove the same or, at the option of the COUNTY, cause the same to be changed to the satisfaction of the COUNTY. In case of any failure on the part of TENANT to comply with such notice, the COUNTY may effect the removal or change and TENANT shall be liable to pay the cost thereof to the COUNTY.

Section 10. Utilities and Services

Section 10.01 TENANT shall assume and be responsible to pay for all utilities and services, including the connections thereto, used by it with respect to its operations, granted by this Restatement, including water, electricity, sewers and fuel. TENANT agrees to install any water, electric and sewer meters at TENANT's expense. The COUNTY shall not be obligated to provide any services to TENANT.

Section 10.02 Tenant acknowledges that certain utilities and/or services may not presently be available to the Premises. TENANT agrees that, within twelve months of electric, water, or sewer service being made available to the Premises, TENANT shall take all steps necessary to connect the Premises to such service at TENANT's sole cost and expense. If Airport Management reasonably determines that TENANT has not connected to an available utility service within the requisite time period, and fails to cure such default within thirty (30) days of TENANT's receipt of written notice of failure to comply with this *Section 10.02*, COUNTY may collect, as Additional Rent, the sum of \$100.00 per day for each day that the TENANT is in default.

Section 10.03 In the event that the State of New York, Suffolk County, or any other municipal subdivision, or corporation now furnishing, with or without charge therefor, any services to TENANT in its use or occupancy of the Premises shall hereafter impose charges or increase existing charges for such services, TENANT agrees to pay the COUNTY as an item of Additional Rent hereunder such of the charges or the increase in charges as may be imposed or assessed against the COUNTY in respect of the Premises hereunder or TENANT's use or occupancy thereof.

Section 11. Insurance

Section 11.01 TENANT shall procure and continuously maintain, without interruption, during the term of the Restatement, at TENANT's own expense, Comprehensive General Liability Insurance, with a limit of not less than \$2 Million Combined Single Limit per occurrence for bodily injury and property damage and Hangarkeepers Legal Liability Insurance coverage as follows:

1. Hangarkeepers Liability insurance in an amount not less than the total value of all aircraft stored within the hangars if TENANT owns, rents or otherwise provides hangar and/or tie down space for the purpose of safekeeping or servicing aircraft not owned by the TENANT. TENANT shall provide LANDLORD with certificates of insurance from owners of aircraft indicating All Risk Hull insurance for any aircraft, releasing COUNTY from any liability whatsoever for said aircraft. Such insurance certificate(s) shall be provided to County by Tenant before said aircraft is stored on Premises. There shall be no self insurance retention

aspects to such insurance unless agreed to in writing by the COUNTY. Moreover, unless otherwise specified by the COUNTY and agreed to by the TENANT, in writing, the insurance required hereunder shall be in accordance with the Airport Minimum Standards, referenced in **Section 19**, below.

Section 11.02 In addition to the obligations set forth in this **Section 11**, and all other insurance required under this Agreement, the policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded TENANT thereunder with respect to any claim or action against TENANT by a third person shall pertain and apply with like effect with respect to any claim or action against TENANT by the COUNTY, but such endorsement shall not limit, vary, change, or affect the protections afforded the COUNTY thereunder as an additional insured. In addition, all the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the COUNTY thereunder with respect to any claim or action against the COUNTY by TENANT shall be the same as the protections afforded TENANT thereunder with respect to any claim or action against TENANT by a third person as if the COUNTY were the named insured thereunder.

Section 11.03 In the event TENANT 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 add the cost thereof to payments due COUNTY under this Agreement or any other agreement between the COUNTY and TENANT.

Section 11.04 Notwithstanding the foregoing, it is specifically understood and agreed that the COUNTY shall have the right upon notice to TENANT given from time to time and at any time to require TENANT to increase any or all of the foregoing limits in amounts that the COUNTY may reasonably require, and TENANT shall promptly comply therewith and shall promptly submit a certificate or certificates evidencing the same to the COUNTY.

Section 11.05 Each policy of insurance required by this **Section 11** shall contain a provision that the insurer shall not, without obtaining express advance permission from the Suffolk County Attorney, raise any defense involving in any way the jurisdiction of the court over the person of the COUNTY, the immunity of the COUNTY, its officers, agents or employees, the governmental nature of the COUNTY or the provisions of any statutes respecting suits against the COUNTY.

Section 11.06 If at any time any of the insurance policies shall become reasonably unsatisfactory to the COUNTY as to form or substance or if any of the carriers issuing such policies shall be or become unsatisfactory to the COUNTY, TENANT shall promptly obtain a new and satisfactory policy in replacement, the COUNTY agreeing not to act unreasonably hereunder. Failure to maintain insurance in the amounts reasonably required and commercially available from insurers licensed to do business in the State of New York, and in accordance with industry standards shall constitute grounds to immediately terminate this Agreement. Anything to the contrary notwithstanding, TENANT shall not be required to provide any insurance which other, similarly situated tenants at the Airport are not also required to provide.

Section 11.07 The aforesaid insurance coverages and renewals thereof under this **Section 11** and the insurance under **Section 12**, below, shall insure the COUNTY as its interests may appear and shall provide that the loss, if any, shall be adjusted with the COUNTY and shall be payable to the COUNTY as its interests may appear.

Section 11.08 In the event that any of the insurance required by this Restatement ceases to be in full force and effect, TENANT agrees to cease all operations permitted under the terms of this Agreement until such time as the requisite insurance is obtained.

Section 12. Fire and Casualty Damage

Section 12.01 During the entire term of this Restatement, all risk of direct physical loss or damage to the Improvements shall be with TENANT. TENANT shall insure and keep insured the Improvements to the extent of 100% of the replacement cost thereof from all risks. The COUNTY shall be included as an additional insured and the policy or policies shall be endorsed to include losses adjusted with and payable to the COUNTY.

Section 12.02 In the event the Premises or any part thereof shall be damaged by any casualty against which insurance is carried pursuant to this **Section 12**, TENANT shall promptly notify the COUNTY of such casualty and shall thereafter furnish to the COUNTY such information and data as shall enable the parties to adjust the loss.

Section 12.03 If the Premises or any other improvement made at any time to the Premises shall be damaged or destroyed by any cause whatsoever, during the term of this Restatement, TENANT shall, with reasonable promptness, repair and replace the same at its own expense, to at least the condition existing immediately prior to the damage or destruction except as otherwise approved in writing by the COUNTY, and shall do so, even though the proceeds of any insurance policies covering the loss shall be insufficient to reimburse TENANT therefore; provided, however, that if the proceeds of insurance are more than sufficient to pay the cost of the rebuilding, TENANT shall be entitled to retain that surplus, if permitted by the policy of insurance.

Section 12.04 TENANT shall not be entitled to any abatement of Rent, nor shall its obligations under this Agreement be terminated during the term, notwithstanding any destruction or damage to the Premises by any cause whatsoever; provided, however, that if the Premises is substantially destroyed by fire or other casualty at any time during the last five (5) years of this Agreement, then TENANT may terminate this Agreement by written notice given to COUNTY within sixty (60) days after the date of such destruction, and the Rent, Additional Rent and other charges under this Agreement will be apportioned as of the date of destruction and TENANT will be discharged from responsibility to repair the damage, but all proceeds of insurance covering the loss shall in that circumstance belong to COUNTY free of any claim thereto by TENANT.

Section 12.05 Any insurance policy obtained by TENANT covering real and/or personal property shall include a waiver of subrogation against COUNTY.

Section 13. Indemnity Liability Insurance

Section 13.01 TENANT shall indemnify and hold harmless the COUNTY, its Departments Commissioners, officers, employees, and representatives, from and against all claims and demands of third persons, including, but not limited to, claims and demands for death or personal injuries, or for property damages, arising out of the construction, use or occupancy, condition, or lack of repair of the Premises, either directly or indirectly, or arising out of any other acts or omissions on the part of the TENANT, its officers, employees, guests, invitees or business visitors on the Premises, or out of the acts or omissions of others on the Premises, or arising out of the acts or omissions of TENANT, its officers and employees elsewhere at the Airport.

Section 13.02 For any claim for which TENANT shall be required to indemnify the COUNTY, TENANT shall, at its own expense, defend any suit with counsel of TENANT's selection (approved by the COUNTY) based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from

the Suffolk County Attorney, make any material decisions related to the defense of the claim on the COUNTY's behalf. TENANT shall reimburse the COUNTY for any costs or expenses, including legal expenses, incurred by the COUNTY.

Section 13.03 TENANT shall include in all agreements with permitted subtenants that subtenant shall hold the COUNTY, its officers, agents and employees harmless, and shall indemnify the COUNTY, its officers, agents and employees, to the same extent as TENANT's obligations under *Sections 13.01* and *13.02*.

Section 13.04 TENANT hereby represents and warrants the TENANT will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act during the term of this Agreement. Furthermore, TENANT agrees that it shall protect, indemnify, and hold harmless the COUNTY and its officers, officials, employees, contractors, agents, and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorney's fees arising out of the acts or omissions or the negligence of TENANT in connection with the operations described or referred to in this Restatement. TENANT 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 TENANT, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

Section 14. Ingress and Egress

Section 14.01 TENANT, its agents, officers, employees, affiliates, customers, contractors, invitees, agents, suppliers of material and furnishers of services shall have the full right of ingress and egress between the Premises and the public streets or public ways within the Airport by means of such pedestrian or vehicular roadways to be used in common with others having rights of passage within the Airport as may from time to time be designated by the COUNTY for the use of the public.

Section 14.02 TENANT shall have the full right of ingress and egress between the Premises and the public landing areas at the Airport by means of connecting taxiways, to be used in common with others having rights of passage thereon.

Section 14.03 The use of any such roadway or taxiway shall be subject to the Rules and Regulations of the Airport which are now in effect or which may hereafter be promulgated for the safe and efficient operation of the Airport. The COUNTY may, at any time, temporarily or permanently, close or consent to or request the closing of, any such roadway or taxiway and any other way at, in or near the Premises presently or hereafter used as such.

Section 14.04 TENANT hereby releases and discharges the COUNTY, its officers, employees and agents and all municipalities and other governmental authorities and their respective successors and assigns, of and from any and all claims, demands, or causes of action which TENANT may now or at any time hereafter have against any of the foregoing, arising or alleged to arise out of the closing of any street, roadway or other area, whether within or outside the Premises. TENANT shall not do or permit anything to be done that will interfere with the free access and passage of others to space adjacent to the Premises or in any taxiways, runways, streets or roadways near the Premises.

Section 14.05 TENANT hereby grants the COUNTY the full right of ingress and egress over the Premises to access the box hangar and other portions of the Airport.

Section 15. Obligations of TENANT

Section 15.01 TENANT shall use the Premises in an orderly and proper manner and so as not to annoy, disturb, or be offensive to others at Airport. TENANT shall take all commercially reasonable measures to the extent same can be reasonably controlled by TENANT,

- (1) to keep the sound level of its operations within acceptable limits as determined by the COUNTY.
- (2) to comply with voluntary noise abatement procedures in place and to take steps to notify and encourage its employees, affiliates, customers, contractors, invitee and agents to adhere to such procedures.

Section 15.02 It is the intent of the parties hereto that noise caused by aircraft engine operation shall be held to a commercially reasonable minimum. To this end TENANT shall conduct its operations, and cause its subtenants, officers, employees, contractors, subcontractors, agents and invitees to operate, in such a manner as to keep the noise produced by aircraft engines and component parts thereof to a minimum by such methods as are commercially practicable, considering the extent and type of the operations of TENANT. In its use of the Premises, TENANT shall take all possible care, caution and precaution and shall use its best efforts to minimize prop or jet blast interference to aircraft operating on or to buildings, structures and roadways, now located on or which in the future may be located on areas adjacent to the Premises. In the event Airport Management reasonably determines that TENANT has not adequately controlled the prop or jet blast interference, as set forth above, TENANT hereby covenants and agrees to erect and maintain at its own expense such structure or structures as may be necessary to prevent prop or jet blast interference, subject, however, to the prior written approval of the COUNTY as to type, manner and method of construction.

Section 15.03 TENANT at its sole cost and expense shall daily remove from the Premises by means of facilities provided by TENANT all garbage, debris and other waste materials arising out of or in connection with its operations hereunder, and any such not immediately removed shall be temporarily stored in a clean and sanitary condition in suitable garbage and waste receptacles, the same to be made of metal and equipped with tight-fitting covers, and to be of a design safely and properly to contain whatever material may be placed therein, said receptacles being provided and maintained by TENANT. The receptacles shall be kept covered except when filling or emptying the same. TENANT shall exercise extreme care in removing such garbage, debris and other waste materials from the Premises. The manner of such storage and removal shall be subject in all respects to the continual approval of Airport Management. No facilities of the Airport shall be used for such removal unless with Airport Management's prior consent in writing.

Section 15.04 TENANT shall transport, dispose of, and handle, in accordance with all State, Federal, and Local legal requirements, all chemicals, fuel, wastes, and residues generated at the Premises.

Section 15.05 It is intended that the standards and obligations imposed by this **Section 15** shall be maintained or complied with by TENANT in addition to its compliance with all applicable Federal, State and local laws, ordinances and regulations, and in the event that any of said laws, ordinances and regulations shall be more stringent than such standards and obligations, TENANT agrees that it will comply with such laws, ordinances and regulations in its operations hereunder. Changes in such laws or regulations shall not affect the validity or enforceability of this Restatement and are not grounds for termination of this Agreement.

Section 15.06 In connection with the conduct of TENANT's business TENANT shall:

- (1) use its best efforts in every proper manner to maintain and develop the business authorized in *Section 4.02* of this Agreement; and
- (2) provide the necessary management and operate the Premises in the manner and quality represented and offered at other similar airports and such operation must, in addition, be of a standard and quality reasonably acceptable to the COUNTY; and
- (3) operate the Premises at TENANT's sole cost and expense and be subject to general monitoring by the COUNTY, to insure a continuing quality of service commensurate with prevailing industry standards.

Section 15.07 TENANT agrees to pay as additional rent within ten (10) days of receipt of notice from COUNTY, any taxes levied as a result of TENANT's occupancy or use of the Premises or any improvements placed thereon as a result of TENANT's occupancy or by reason of use of the Premises for other than public purposes. Any challenge to any assessment or tax shall be the obligation of TENANT and COUNTY's responsibility shall be limited to sending to TENANT copies of any notice of assessment or tax bill actually received by COUNTY. In the event any tax paid by TENANT shall be refunded to COUNTY, the same shall be credited against rent next due.

Section 15.08 In addition to compliance by TENANT with all laws, ordinances, governmental rules, regulations and orders now or at any time in effect during the term of the use hereunder which as a matter of law are applicable to the operation, use or maintenance by TENANT of the Premises or the operations of TENANT under this Agreement (the foregoing not to be construed as a submission by the COUNTY to the application to itself of such requirements or any of them), TENANT agrees that it shall conduct all its operations under this Agreement and shall operate, use and maintain the Premises in accordance with a high standard and in such manner that there will be at all times a commercially reasonable minimum of air pollution, water pollution or any other type of pollution and a minimum of noise emanating from, arising out of or resulting from the operation, use or maintenance of the Premises by TENANT and from the operations of TENANT under this Agreement.

Section 15.09 TENANT shall be solely responsible for compliance with the provisions of this **Section 15** and no act or omission of the COUNTY shall relieve TENANT of such responsibility.

Section 16. Hazardous Substances and Waste

Section 16.01 TENANT shall not deposit, dump, store, or pour on any part of the soil of the Premises or permit the accumulation on the Premises of Hazardous Substances, or any other substance or material which, if left on the Premises, could cause injury to the health of or discomfort to persons in the vicinity or on the Premises, or adversely affect the environment of the Premises or the Airport, including the air and water above and the ground and water below and surrounding the Premises, nor shall TENANT permit its subtenants, guests, contactors or any other person to do any of the foregoing. TENANT, at its expense, shall promptly remove or cause the removal of, or if permitted by applicable law encapsulate, all such material located at the Premises in compliance with this Agreement and all applicable laws, only if caused by act of the TENANT or its agents, employees, contractors, subcontractors, invitees, or guests.

The term "Hazardous Substances," as used in this Agreement shall include, without limitation, medical waste, flammables, explosives, radioactive materials, asbestos, chlorofluorocarbons (CFCs), polychlorinatedbiphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products and substances declared to be dangerous, hazardous or toxic under any law or regulation now or hereafter

enacted or promulgated by any governmental authority. Notwithstanding anything to the contrary set forth in this Article, cleaning fluids, detergents, petroleum products and other supplies customarily used in connection with (A) the maintenance and repair of real property similar to the Premises in comparable areas, or (B) the permitted uses of the Premises shall be permitted to be stored and used for such purposes in compliance with all Laws, and all substances consistent with all permitted uses under this Agreement so long as used, stored and disposed of in accordance with all applicable statutes, regulations and/or government ordinances even though the same may be Hazardous Substances as defined herein. Tenant shall handle such substances in accordance with the requirements of **Section 51** hereof.

Section 16.02 Without limiting the generality of any other provision of this Agreement, TENANT shall not cause or permit to occur:

- (1) Any violation of any federal, state, or local law, now or hereafter enacted, related to environmental conditions on, over, under or about the Premises, or arising from TENANT's use or occupancy of the Premises, including ozone, soil, and ground water conditions; or
- (2) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, over, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Substance in violation of applicable laws.

Section 16.03 TENANT shall, at TENANT's own expense:

- (1) Comply with all laws regulating the use, generation, storage, removal, transportation, disposal, encapsulation, or remediation of Hazardous Substances, to the extent relating to Hazardous Substances located at the Premises;
- (2) Make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities required under the laws to the extent relating to Hazardous Substances located at the Premises;
- (3) Prepare and submit the required plans and all related bonds and other financial assurances and carry out all such cleanup plans should any governmental authority asserting appropriate jurisdiction demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances at or from the Premises, only if caused by act of TENANT or its agents or employees; and
- (4) Promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by COUNTY.

Section 16.04 If TENANT fails to fulfill any duty imposed under this **Section 16** within a reasonable time, COUNTY may, after reasonable prior written notice to TENANT, do so, and in such case, TENANT shall cooperate with COUNTY in order to prepare all documents COUNTY reasonably deems necessary or appropriate to determine the applicability of the laws to the Premises and TENANT's use thereof, and to comply therewith and TENANT shall execute all reasonable documents promptly upon COUNTY's request. No such action by COUNTY and no attempt made by COUNTY to mitigate damages under any law shall constitute a waiver of any of TENANT's obligations under this Section.

Section 16.05 Where a Hazardous Substance is detected on the Premises for which TENANT is liable under this Agreement, TENANT shall, in addition to all other requirements of law or this Agreement, pay to COUNTY the reasonable fees incurred by COUNTY for the services of attorneys, consultants, contractors, experts, laboratories, and all other reasonable costs incurred in connection with the investigation, required cleanup or remediation, including the preparation of any feasibility studies or reports and the performance of any required cleanup, remediation, removal, abatement, containment, closure, restoration, or monitoring work.

Section 16.06 TENANT shall indemnify, defend, and hold harmless COUNTY, its officers, agents, and employees from all fines, suits, procedures, claims and action of every kind, and all costs associated therewith (including attorney's and consultants' fees) arising out of or in any way connected with, directly or indirectly, any deposit, spill, discharge, leakage or other release of Hazardous Substances, flammable explosives, or contamination caused solely by TENANT, or as proximately caused by TENANT's use of the Premises pursuant to this Agreement, at or from the Premises, including underground tanks or other equipment, or from TENANT's failure to provide all information, make all submissions and take all steps required by all governmental authorities under applicable laws and all environmental laws required of TENANT as provided herein. TENANT's obligations and liabilities under the Section shall survive the expiration or earlier termination of this Agreement.

Section 16.07 TENANT shall not be responsible for any claims, demands, losses, liabilities, penalties and damages arising out of, or in any way connected with the installation, placement, storage, maintenance, or release of Hazardous Substances on, over, under or about the Premises resulting from the acts or omissions ("Environmental Claim") of the COUNTY, Federal Government or federal agency, and any third party other than TENANT's officers, agents, employees, contractors, subcontractors, lessees, subtenants, licensees, customers, guests and/or invitees.

Section 17. Prohibited Acts

Section 17.01 TENANT shall not use, occupy, maintain, or operate the Premises, nor suffer or permit the Premises or any part thereof to be used, occupied, maintained, or operated, nor bring into or keep at the Premises, nor suffer or permit anything to be brought into or kept therein, which would in any way (a) violate any term, covenant, or condition of this Agreement, (b) violate any restrictive covenant, operating covenant, encumbrance, or easement affecting the Premises, (c) violate any legal requirements, (d) make void or voidable any insurance policy then in force with respect to the Premises or make any such insurance unobtainable or increase the rate of any insurance with respect to the Premises, (e) cause physical damage to the Premises or any part thereof, (f) permit the excess accumulation of waste or refuse matter, or (g) constitute a public or private nuisance.

Section 17.02 TENANT shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the utility, mechanical, electrical, drainage and sewer systems, fire-protection system, and other systems installed or located on or in the Premises.

Section 17.03 TENANT shall not cause or permit to be caused or produced upon the Premises, to permeate the same or to emanate there from, any unusual, noxious or objectionable smokes, gases, vapor or odors except as would be reasonably expected at a well run first class general aviation facility.

Section 18. Unauthorized Use

Except persons who have been granted a valid Commercial Operating Permit issued by Gabreski Airport or permission from the COUNTY, TENANT shall not permit, foster, or allow on the Premises any

persons who are not employees and/or permitted subtenants of TENANT, for the purpose of:

- (1) doing maintenance work on aircraft not owned or operated solely by said persons, except for warranty work (*See* "Appendix A"); or
- (2) giving flight instruction of any sort, or
- (3) conducting air taxi, aircraft charter, or aircraft leasing of any sort; or
- (4) conducting any commercial business on or from the premises.

Section 19. Rules and Regulations, Minimum Standards and Development Guidelines

Section 19.01 TENANT shall observe and obey and shall compel others on the Premises and those doing business with it with respect to the Premises to observe and obey the "Airport Rules and Regulations," and the "Airport's Minimum Standards and Requirements for the Conduct of Commercial and Non-Commercial Aeronautical Services and Activities" ("Minimum Standards"), and Airport Development Guidelines as are now in effect or as may be promulgated from time to time for the government and conduct of operations of the Airport for reasons of safety, health or preservation of property, for the good and orderly appearance of the Premises and for the safe and efficient operation and use of the Premises. Additional copies of the Rules and Regulations, Minimum Standards and/or Airport development Guidelines are available to TENANT at the Office of the Airport Manager and via the Internet.

Section 19.02 TENANT hereby acknowledges receipt of the Airport Rules and Regulations, the Minimum Standards and Airport Development Guidelines as may be from time to time amended. By executing this Agreement, TENANT agrees that failure to comply with any of the terms or provisions contained therein shall immediately give rise to a right by COUNTY to terminate this Agreement in the event TENANT fails to substantially and materially comply with same within thirty (30) days after written notice to TENANT. Upon such termination, TENANT shall forthwith remove itself from the Premises and shall no longer use the facilities at the Airport for its business operations.

Section 20. Signs

Section 20.01 Except with the prior written approval of the COUNTY, TENANT shall not erect, maintain, or display any advertising, signs, or similar devices at, or on the Premises, which approval shall not be unreasonably withheld.

Section 20.02 Upon demand by the COUNTY, TENANT shall remove, obliterate, or paint out any and all advertising, signs, and similar devices placed by TENANT on the Premises, or elsewhere on the Airport without the prior approval of the COUNTY. In the event of a failure on the part of TENANT so to remove, obliterate, or paint out each and every sign or piece of advertising and so to restore the Premises and the Airport, the COUNTY may perform the necessary work and TENANT shall pay the costs thereof to the COUNTY on demand.

Section 21. Assignment of Lease or Sublease

Section 21.01 TENANT shall not, without the prior written consent of the Suffolk County Executive, or his duly authorized representative, and except as specifically set forth herein, sell, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer this Agreement or any interest hereunder.

Section 21.02 Notwithstanding the foregoing, TENANT shall not be required to obtain the COUNTY's prior written approval for any subleases involving t-hangar subleases, or other aircraft subleases, which subleases shall be deemed approved in advance by the COUNTY provided that:

- (1) All such sub lessee(s) execute a sub-lease document containing language which provides for: (i) an "Agreement to Abide by the Terms of the Prime Lease Agreement," and (ii) the proposed sublease does not release TENANT from its obligations under this Restatement. Executed copies of all subleases shall be delivered to the COUNTY within ten (10) days of the sub-lease's execution.
- (2) TENANT shall promptly notify Airport Management of the change of any right to occupy a hangar, and give to Airport Management the name and address of such occupant and the identification and description of the occupant's aircraft.

Section 21.03 In addition to Annual Rent, as hereinabove provided, TENANT shall also pay to the COUNTY each time a sale or transfer of capital stock of TENANT, or the sale or transfer of the unencumbered assets of TENANT, or the sale or transfer of partnership interests (or other ownership interest) occurs, a fee in a sum equal to One Percent (1%) of the gross sales amount or fair cash market value of the hangar unit, the ownership of which is hereby deemed transferred in connection with such sale.

Section 21.04 Copies of TENANT's standard sublease or operating agreement, any purchase agreement, and By-Laws shall be delivered to Airport Management at least Ten (10) days from the date of execution hereof.

Section 22. Title to Improvements

Section 22.01 Title to Improvements constructed on the Premises, and to all alterations, modifications, and enlargements to existing structures located on the Premises shall, during the term of this Restatement, vest in TENANT, except Tenant may not transfer title thereto, voluntarily or by operation of law, without the written consent of the COUNTY. Upon expiration or early termination of this Restatement, title thereto shall immediately and without execution of any further instrument vest in the COUNTY free and clear of any liens or encumbrances, and such work shall thereupon become and thereafter be a part of the Airport and property of the COUNTY. TENANT shall, at its expense, defend any lien or encumbrance filed against any portion of the Premises by reason of TENANT's acts or omissions or because of any claim against TENANT. TENANT agrees to execute all documents requested and deemed necessary by COUNTY in evidence of said transfer of title.

Section 22.02 TENANT shall have no right to demolish or remove, in whole or in part, buildings, structures, or other improvements, except with the written consent of COUNTY, which consent shall be at the reasonable discretion of the COUNTY or conditioned on the obligation of TENANT to replace the same by a building, structure, or improvement approved by COUNTY.

Section 22.03 Title to the box hanger and the appurtenances thereto located on the Surrendered Property shall vest in the County immediately upon execution of this Restatement.

Section 23. Condemnation

Section 23.01 TENANT, in any action or proceeding instituted by any governmental agency or agencies for the taking for a public use of any interest in all or any part of the Space, shall be entitled to assert all claims provided for under New York law to any compensation or award or part thereof made or to be

made therein or therefore and to institute any action or proceeding or to assert any claim against such agency or agencies or against the COUNTY on account of any such taking.

Section 23.02 Rent for that portion of the Space condemned shall be abated from the date the TENANT is dispossessed there from; provided, however, in the event of a total condemnation, or a partial condemnation exceeding twenty five (25%) percent of the Space which unreasonably interferes with the TENANT's operations authorized hereunder the TENANT may terminate this Agreement and all of its rights and unaccrued obligations hereunder effective as of the date it is dispossessed of the condemned portion (or effective as of the date thereafter and within ninety (90) days of the date of such dispossession) by giving the COUNTY thirty (30) days written notice of such termination.

Section 23.03 In the event of a temporary taking of possession of all or a part of the Space for any period of time by the COUNTY, COUNTY shall provide notice reasonably in advance of same, excepting only such temporary takings materially related to Airport security or other declared emergency in which event notice shall only be required if possible for COUNTY to provide same. The TENANT shall be entitled to an abatement of rent for such temporary taking of possession of all or a part of the Space for a period of time in excess of thirty (30) days within the Term of this Agreement, such award shall be full compensation to the TENANT for such temporary taking and no claims for damages arising out of the temporary taking shall be made against the COUNTY in the event the condemnation shall have occurred where the Space or portion thereof are taken for security reasons not exceeding 30 days; provided, however, TENANT shall not be deemed to have waived any of its rights for compensation for governmental takings by reason of this Section.

Section 24. Non-Discrimination

Without limiting the generality of any of the provisions of this Restatement, TENANT, for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land: (1) that no person on the grounds of sex, race, color, creed, age, disability, sexual preference, veteran status, marital status, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (2) that in the construction of any improvement on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of sex, race, color, creed, age, disability, sexual preference, veteran status, marital status, or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination; (3) that TENANT shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, Article 15 of the New York State Executive Law (also known as the Human Rights Law), and any other present or future laws, rules, regulations, orders or directions of the United States of America with respect thereto which from time to time may be applicable to TENANT's operations thereat, whether by reason of agreement between the COUNTY and the United States Government or otherwise.

Section 25. Governmental Requirements

Section 25.01 TENANT shall procure all licenses, certificates, permits, or other authorization from all governmental authorities, if any, having jurisdiction over TENANT's operations at the Premises which may be necessary for TENANT's operations.

Section 25.02 TENANT shall comply with applicable enactments, ordinances, resolutions, and regulations of local and Federal governmental authorities and of their various departments, boards, and

bureaus in regard to construction and maintenance of buildings and structures and in regard to health and fire protection which would be applicable if the Premises were owned by a private entity. TENANT shall, for the COUNTY's information, deliver to the COUNTY promptly after receipt of any notice, warning, summons or other legal process for the enforcement of any of the foregoing, a true copy of the same.

Section 25.03 TENANT shall promptly observe, comply with and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to TENANT's operations at the Premises and the Airport or would so pertain or apply if the Premises were owned by a private entity and TENANT shall, in accordance with and subject to the provisions of **Sections 8 and 9** hereof, make any and all structural and non-structural improvements, alterations or repairs of the Premises that may be required at any time hereafter by any such present or future law, rules, regulations, requirement, order or direction.

Section 25.04 TENANT's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property at the Premises. Such provision is not to be construed as a submission by the COUNTY to the application to itself of such requirements or any of them.

Section 25.05 TENANT further agrees to be bound by any and all future policies, local laws, resolutions and requirements as demanded, passed, and promulgated by the County Legislature or any municipal or Federal authorities which provide for the growth of the Airport, and which in general advance the progress of the County and Airport and would reasonably better the interests of the County of Suffolk.,.

Section 26. Rights of Entry Reserved

Section 26.01 The COUNTY, by its officers, employees, agents, representatives, and contractors shall have the right upon reasonable notice to enter upon the Premises for the purpose of inspecting the same, for observing the performance by TENANT of its obligations under this Restatement and for the doing of any act or thing which the COUNTY may be obligated or have the right to do under this Restatement, or otherwise. In the event of a question of a contractor's authority, TENANT shall contact the COUNTY.

Section 26.02 Without limiting the generality of the foregoing, the COUNTY by its officers, employees, agents, representatives, and contractors and by the employees, agents, representatives and contractors of any furnisher of utility services in the vicinity, shall have the right, for its own benefit, for the benefit of TENANT, or for the benefit of others than TENANT at the Airport or elsewhere, to maintain existing and future utilities systems or portions thereof on the Premises, including therein, without limitation, systems for the supply of heat, water, gas, fuel, and electricity and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, telegraph, and telephone services, including all lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to such systems, and to enter upon the Premises at all reasonable times to make such repairs, replacements or alterations as may, in the opinion of the COUNTY, be deemed necessary or advisable and, from time to time, to construct or install over, in or under the Premises new systems or parts thereof, including lines, pipes, mains, wires, conduits and equipment; provided, however, that in the exercise of such rights of repair, alteration or new construction the COUNTY shall not unreasonably interfere with the use and occupancy of the Premises by TENANT.

Section 26.03 Nothing in this **Section 26** shall impose or shall be construed to impose upon the COUNTY any obligation so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure so to do.

Section 27. Additional Fees and Charges

Section 27.01 If the COUNTY shall pay any sum or sums, or incur any obligation or expense by reason of the failure, neglect or refusal of TENANT to perform or fulfill any one or more of the conditions or agreements contained in this Restatement, or as a result of an act or omission of TENANT contrary to the said conditions and agreements, TENANT agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and fails to do so, the same may be added to any installment of rent thereafter due hereunder, and each and every part of the same shall be and become Additional Rent, recoverable by the COUNTY in the same manner and with like remedies as if they were originally a part of the rent set forth in **Section 5**.

Section 28. Removal of Personal Property

Section 28.01 TENANT shall have the right at any time during the term of this Restatement to remove its equipment, inventories, removable fixtures, and other personal property from the Premises, provided such removal shall not damage the Facilities or structures installed on the Premises.

Section 28.02 If TENANT shall fail to remove its property on or before the termination or expiration of the term or any extension thereof, the same shall be deemed abandoned by TENANT and may be disposed of in any manner deemed appropriate by the COUNTY. The COUNTY may remove such property to a public warehouse for deposit or retain the same in its own possession, all without insurance, and sell the same at public auction, the proceeds of which shall be applied first, to the expense of removal, storage and sale; second, to any sums owed by TENANT to the COUNTY; any balance remaining shall be the property of the COUNTY. If the expenses of such removal, storage and sale shall exceed the proceeds of sale, TENANT shall pay such excess to the COUNTY upon demand.

Section 28.03 TENANT expressly waives for itself and for any person claiming through or under TENANT any rights which TENANT or any such person may have under the provisions of Section 221 of the Real Property Actions and Proceedings Law and of any successor law of like import then in force in connection with any holdover or summary proceedings which COUNTY may institute to enforce the foregoing provisions of this Section at the end of the term as expressed herein. TENANT's obligation to observe or perform this covenant shall survive the expiration or other termination of this Restatement.

Section 29. Surrender/Holdover

Section 29.01 Upon the expiration or earlier termination of this Restatement, or upon any re-entry by COUNTY, TENANT shall, at its sole expense, remove all of TENANT's personal property and any personal property of persons claiming by, through or under TENANT and all non-COUNTY approved alterations to the Premises and shall quit, surrender, vacate and deliver the Facilities and any alterations thereto broom clean, in good order, condition and repair, ordinary wear, tear and damage by the elements, fire or other casualty beyond TENANT's reasonable control excepted, together with all improvements and fixtures therein.

Section 29.02 TENANT acknowledges that possession of the Premises must be surrendered to the COUNTY at the expiration or sooner termination of the term of this Restatement. The parties recognize and agree that the damage to the COUNTY resulting from any failure by the TENANT to timely surrender possession of the Premises as aforesaid will be substantial, will exceed the amount of fixed minimum rent and additional rent theretofore payable hereunder, and will be impossible to accurately measure. TENANT therefore agrees that if possession of the Premises is not surrendered to the COUNTY upon the expiration or sooner termination of the term of this Restatement, then TENANT shall indemnify COUNTY against loss or liability resulting from the delay by TENANT in so surrendering the Facilities,

including, without limitation, any claims made by any succeeding occupant founded on such delay. Any holding over with the consent of COUNTY after the expiration of this Restatement shall be construed to be a tenancy at will and in no event from month-to-month or from year-to-year, at a monthly rental equal to 150% the total monthly installment of Annual Rent last payable by TENANT under the Restatement, and upon such other terms and conditions as provided in this Restatement, to the extent applicable, without waiving TENANT's default or preventing COUNTY from pursuing its other remedies. TENANT hereby expressly waives any and all predicate notices to holdover and the COUNTY may immediately proceed with a holdover Notice of Petition and Petition.

Section 29.03 TENANT's obligation under this Section shall survive the expiration or earlier termination of this Restatement.

Section 30. Acceptance of Surrender

No agreement of surrender or to accept a surrender shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of the COUNTY and of TENANT. Except as expressly provided in this **Section 30**, neither the doing of, nor any omission to do, any act or thing, by any of the officers, agents or employees of the COUNTY, shall be deemed an acceptance of a surrender of the use and occupancy of the Premises or of this Restatement.

Section 31. Termination/Default Remedies and Damages

Section 31.01 This Restatement shall terminate at the end of the full term hereof and TENANT shall have no further right or interest in any of the ground or improvements hereby dismissed.

Section 31.02 Upon the occurrence of any of the following events, or at any time thereafter during the continuance thereof, or during the term of this Restatement, in addition to any other remedy available to the COUNTY at law or in equity, the COUNTY may terminate the rights of TENANT under this Restatement upon not less than thirty (30) days written notice ("Notice of Termination"), such termination to be effective upon the date specified in such notice in the event TENANT has not cured the default within the notice time set forth below, if any:

- (1) TENANT shall fail duly and punctually to pay any installment of annual rent or to make any other payment required hereunder when due to the COUNTY and such default shall persist in its failure for a period of ten (10) days following the receipt of written notice of such default ("Notice of Default") from the COUNTY; or
- (2) Except as to the payment of annual rent, TENANT shall fail to keep, perform, and observe each and every promise and agreement set forth in this Restatement on its part to be kept, performed, or observed, within thirty (30) days after receipt of Notice of Default from the COUNTY (except where fulfillment of its obligation requires activity over a period of time and TENANT shall have commenced substantially to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues diligently such substantial performance without interruption except for causes beyond its control); or
- (3) TENANT shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof: or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

- (4) The occurrence of any act which operates to deprive TENANT permanently of the rights, powers and privileges necessary for the proper conduct and operation of its business granted herein;;
- (5) TENANT shall voluntarily abandon, desert or vacate the Premises or discontinue its operations at the Airport for a period of at least thirty (30) continuous days, or, after exhausting or abandoning any right of further appeal, TENANT shall be prevented for a period of sixty (60) days by action of any governmental agency having jurisdiction thereof, from conducting its operations at the Airport, regardless of the fault of TENANT; or
- (6) Any lien is filed against the Premises because of any act or omission of TENANT and is not removed within forty-five (45) days after notice to TENANT thereof, or if TENANT disputes the lien and takes timely action to commence appropriate legal proceedings to bond and to challenge and expunge the lien within forty-five (45) days after notice to TENANT, or if removal of the lien cannot be accomplished within 45-day period, TENANT fails to take steps to challenge said lien within such 45-day period.

Section 31.03 No acceptance by the COUNTY of rents, charges, or other payments in whole or in part for any period or periods after a default of any of the terms, agreements and conditions hereof to be performed, kept or observed by TENANT shall be deemed a waiver of any right on the part of the COUNTY to terminate this Restatement unless the COUNTY shall agree in writing with TENANT that the Event(s) of Default has been cured by TENANT in all respects.

Section 31.04 No waiver by the COUNTY of any default on the part of TENANT in performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by TENANT shall be or be construed to be a waiver by the COUNTY of any other or subsequent default in performance of any of the valid terms, agreements and conditions.

Section 31.05 The rights of termination described above shall be in addition to any other rights of termination provided in this Restatement and in addition to any rights and remedies that the COUNTY would have at law or in equity consequent upon any breach of this Restatement by TENANT, and the exercise by the COUNTY of any right of termination shall be without prejudice to any other such rights and remedies.

Section 31.06 The COUNTY shall have the right to terminate this Restatement without cause, by Notice of Termination, as of a date specified in the Notice of Termination, which date shall not be less than thirty (30) days thereafter and, in such case, TENANT's rights, including any based on any option to renew, to the possession and use of the Premises shall end absolutely as of the Termination Date as fully and completely and with the same force and effect as if the day so specified were the Expiration Date; and this Restatement shall also terminate in all respects except for TENANT's liabilities arising prior to, out of, or following the Event(s) of Default and the ensuing termination. Upon any termination without cause and for the convenience of COUNTY and not as a consequence of the normal expiration of the lease or termination for default, TENANT shall be entitled to recover compensation from the COUNTY the amortized value of the improvements.

Section 31.07 Following the date specified in the Notice of Termination provided above (as well as upon any other termination of this Restatement by expiration of the Term or otherwise) COUNTY immediately shall have the right to recover possession of the Premises; and to that end, the COUNTY may enter the Premises and take possession, without the necessity of giving TENANT any notice to quit or any other further notice, with or without legal process or proceedings, and in so doing the COUNTY

may remove TENANT's property (including any improvements or additions to the Premises which TENANT made, unless made with the COUNTY's consent which expressly permitted TENANT to not remove the same upon expiration of the Term), as well as the property of others as may be in the Premises, and make disposition thereof in such manner as the COUNTY may deem to be commercially reasonable under the circumstances.

Section 31.08 Unless and until the COUNTY shall have terminated this Restatement pursuant to *Section 31.06* above, TENANT shall remain fully liable and responsible to perform all of the covenants and to observe all the conditions of this Restatement throughout the remainder of the Term to the early termination date; and, in addition, TENANT shall pay to COUNTY, upon demand and as additional rent, the total sum of all costs, losses, damages and expenses, including reasonable fees, as COUNTY incurs, directly or indirectly, because of any Event of Default having occurred.

Section 31.09 The parties may each enforce and protect their respective rights hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the recovery of the Premises and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief, and for recovery of consequential damages and all money due or to become due from TENANT under any of the provisions of this Restatement. No rights or remedy herein conferred upon or reserved to COUNTY or TENANT shall be exclusive of any other right or remedy, but shall be cumulative and in addition to all other rights and remedies given hereunder or now or hereafter existing at law.

Section 31.10 No delay or forbearance by either party in exercising any right or remedy hereunder, or either party's undertaking or performing any act or matter which is not expressly required to be undertaken by that party shall be construed, respectively, to be a waiver of that party's rights or to represent any agreement by that party to undertake or perform such act or matter thereafter. Waiver by either party of any breach by the other party of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing) or failure by either party to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of that party's right to have any such covenant or condition duly performed or observed by the other party, or of either party's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of that party in respect of such breach or any subsequent breach. COUNTY's receipt and acceptance of any payment from TENANT which is tendered not in conformity with the provisions of this Restatement or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter or other communication accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of COUNTY to recover any payments then owing by TENANT which are not paid in full, or act as a bar to the termination of this Restatement and the recovery of the Premises because of TENANT's previous default.

Section 31.11 Except for the monetary obligations of either party, COUNTY and TENANT shall not be in default of this Restatement because of such party's inability to perform the covenants and obligations set forth herein during the continuance of any period of Force Majeure, except as may otherwise be expressly specified in this Restatement.

Section 32. Notices

Section 32.01 Any communication, notice or other submission necessary or required to be made by the parties regarding this Restatement except with respect to *Section 32.02* shall be deemed to have been duly made upon receipt by: (a) if to TENANT, at TENANT's address first set forth above, and (b) if to COUNTY, Suffolk County Department of Economic Development and Workforce Housing, Aviation

Division, Attention: Airport Manager, Francis S. Gabreski Airport, Westhampton Beach, NY 11978 or, (c) at such other address as TENANT or COUNTY, respectively, may designate in writing.

Section 32.02 Any communication or notice regarding indemnification, termination, or litigation by either party to the other shall be in writing and shall be deemed to be duly given only if delivered: (i) personally (personal service on COUNTY must be pursuant to New York Civil Practice Law and Rules Section 311); (ii) overnight by nationally recognized overnight courier; or (iii) mailed by registered or certified mail in a postpaid envelope addressed: (a) if to COUNTY, to Clerk of the Legislature, COUNTY Center, Riverhead, New York 11901, with a copy to the Suffolk County Department of Law, Attention: Suffolk County Attorney, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099, and a copy to Suffolk County Department of Economic Development and Workforce Housing, Aviation Division, Attention Airport Business Manager, Francis S. Gabreski Airport, Westhampton Beach, NY 11978; and (b) if to TENANT, at TENANT's address first above set forth, or at such other address as TENANT or COUNTY, respectively, may designate in writing.

Section 33.03 Notice shall be deemed to have been duly given (1) if delivered personally, upon delivery thereof on a Business Day or if not a Business Day, then the next succeeding Business Day, (2) if overnight by nationally recognized overnight courier, the first Business Day subsequent to transmittal and (3) if mailed by registered or certified mail, upon the seventh Business Day after the mailing thereof. Any notice by either party to the other with respect to the commencement of any law suit or legal proceeding shall be effected pursuant to and governed by the New York Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

Section 33. Certification of Office of Foreign Assets Control (OFAC)

Section 33.01 TENANT certifies that:

- (1) It is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department or other authorized government entity as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control or otherwise; and
- (2) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

Section 33.02 TENANT hereby agrees to defend, indemnify, and hold harmless COUNTY from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

Section 34. Prevailing Wage

Section 34.01 For purposes of this Restatement, any construction performed by TENANT on the Premises shall be deemed to constitute a public works contract under Article 8 of the Labor Law. TENANT acknowledges and agrees to comply with the prevailing wage requirements for any construction on the Premises, including, but not limited to, the building, land, parking lot, and all other portions of the Premises.

Section 34.02 No person performing, aiding in, or assisting in such construction shall be paid less than the said prevailing rates as defined and utilized under Section 220 of the Labor Law. The wages to be paid shall not be less than the prevailing rate of wages and supplements as set forth by law.

Section 35. Lawful Hiring Of Employees in Connection with Contracts For Construction or Future Construction

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

Section 36. Broker

Lessee and County each represent and warrant that no broker has been concerned on its behalf in the negotiation of this Restatement and that there is no such broker who is or may be entitled to be paid a commission in connection therewith except for Newmark Knight Frank ("**Broker**"), who shall be paid a commission pursuant to a separate agreement between Lessee and the Broker. Each party shall indemnify and save harmless the other party of and from any claim for commission or brokerage made by any and all persons, firms or corporations whatsoever (other than Broker) based upon a claim of services rendered to such party, whether or not such claims, demands, causes of action, liabilities, etc., are made or asserted before or after termination or expiration of this Lease (to include reasonable attorneys and other professional fees).

Section 37. Paragraph Headings

The section and subsection headings, if any, in this Restatement, are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of intent of any provision hereof.

Section 38. Miscellaneous

Section 38.01 This Restatement shall be subordinate to the provisions of any existing or future agreement between COUNTY and the United States or the State of New York relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Should the effect of any such agreement be to take so much of the Premises under this Restatement or substantially destroy the commercial value of such improvements, COUNTY shall terminate this Restatement. Nothing hereunder shall impair the rights of TENANT to seek compensation pursuant to the provision of **Section 23** hereof, from the United States or the State of New York, in the event of a taking pursuant to the preceding sentence.

Section 38.02 TENANT shall have the right, in common with others authorized so to do, subject to and in accordance with the laws of the United States of America, the State of New York, and the County of Suffolk, and airport regulations, to use the common areas of the Airport, including roadways, floodlights, signals and other conveniences of COUNTY.

Section 38.03 COUNTY reserves the right to hold or to approve the holding of special events at the Airport by the COUNTY or by other entities. The holding or the approval to hold such events shall not be deemed to be adverse to the rights of TENANT under this Restatement, and shall be at the sole discretion of COUNTY.

Section 38.04 It is clearly understood by TENANT that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees that it may choose to perform if consistent with applicable rules and regulations pertaining thereto.

Section 38.05 COUNTY reserves the right to further develop or improve other areas of the Airport as it sees fit, regardless of the desires or view of TENANT, and without interference or hindrance.

Section 38.06 COUNTY reserves the right, but shall not be obligated to TENANT, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of TENANT in this regard.

Section 39. Suspension of Lease

Section 39.01 During a time of war or national emergency, COUNTY shall have the right to lease the Premises or any part thereof to the United States or the State of New York for military or other public purposes. If any such lease is executed, any provision of this Restatement which is inconsistent with the provisions of a lease with the United States or the State of New York shall be suspended and this Restatement shall immediately terminate.

Section 39.02 During a time of emergency declared by the County Executive pursuant to Executive Law Article II, the County shall have the right to temporarily suspend this Restatement in its entirety or in part, so that the Premises may be used by the COUNTY in connection with local emergency response efforts, or other, related governmental purposes. If any such suspension is exercised, upon the mutual consent of the Parties, this Restatement may be terminated. In the event the Parties do not terminate the Restatement, the rent and fees due under **Section 5** shall be adjusted proportionately, based upon the percentage of the Premises affected by the temporary suspension, until the suspension is lifted.

Section 40. Copies of Certificate of Incorporation/By-Laws

The TENANT agrees to submit to the Department a copy of the TENANT's certificate of incorporation and by-laws, (or in the case of a limited liability company, articles of organization and operating agreement) as amended, if not on file with the Department, any amendments thereto during the term of this Restatement, and a current list of its officers and directors, trustees or partners and any changes in such list when they occur.

Section 41. Off-set of Arrears or Default

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

Section 42. Cooperation on Claims

The TENANT agrees to render diligently to the COUNTY any and all cooperation, without any compensation, that may be required to defend the COUNTY against any claims, demand, or action that may be brought against the COUNTY in connection with this Restatement.

Section 43. Representations and Warranties of TENANT

TENANT warrants that the execution and delivery of this Restatement was duly authorized by all necessary action of the TENANT, none of which action has been rescinded or otherwise modified. TENANT has full power and authority to execute and deliver this Restatement and to perform its obligations under this Restatement. Except for any consent from the FAA which is the responsibility of TENANT to secure, no consents, approvals or permits are required for the performance of the terms and provisions herein, or, if any such consents, approvals or permits are required, they have been or will be obtained in a timely fashion. This Restatement is a legal, valid, and binding obligation of the TENANT, enforceable against TENANT in accordance with its terms.

Section 44. Representations of COUNTY

COUNTY is a municipal corporation duly organized and existing under the laws of the State of New York and is duly authorized and empowered to enter into and perform this Restatement and to execute all documents related thereto.

Section 45. Not a Co-Partnership or Joint Venture

Nothing herein contained shall create or be construed as creating a co-partnership or Joint Venture between the COUNTY and TENANT or to constitute TENANT or the TENANT'S employees as agents or employees of the COUNTY.

Section 46. Independent Contractor

It is expressly agreed that TENANT'S status hereunder is that of an independent contractor. Neither TENANT nor any person authorized by TENANT to use the Premises shall be considered employees of the COUNTY for any purpose. The relationship of the COUNTY to TENANT is that of landlord-tenant and TENANT, in accordance with its status as such, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the COUNTY by reason hereof, and that TENANT, its owners and employees, shall not, by reason hereof, make any claims, demands or application to or for any right of privilege including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership of credit as officers, employees or agents of the COUNTY.

Section 47. COUNTY Representatives

It is expressly understood and agreed by and between the parties hereto that the officers, officials, employees, and agents of the COUNTY, and the Commissioners of the Department of Public Works and the Department of Economic Development and Workforce Housing and their officers and agents are acting in a representative capacity for the County of Suffolk and not for their own benefit, and that neither TENANT nor any occupant of the Premises shall have any claim against them or any of them as individuals in any event whatsoever.

Section 48. No Credit

TENANT agrees that this Restatement shall not be pledged, hypothecated, or put up as security for a loan, credit or for any reason whatsoever, except as may otherwise be permitted in this Restatement.

Section 49. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of either party to enforce any provision of this Restatement in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

Section 50. Certification

The parties to this Restatement hereby certify that, other than the funds provided in this Restatement 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 Restatement, and any partners, members, directors, or shareholders of five percent (5%) (or more) of any party to this Restatement.

Section 51. Chemicals, Fungicides, Herbicides and Pesticides

Section 51.01 All chemicals, fungicides, herbicides and pesticides (if any) applied to the Premises shall be approved by the Commissioner of prior to use. TENANT shall comply with Suffolk County Code Chapter 380 (Pest Control) and any other applicable federal, state, and local laws. TENANT shall apply for any necessary exemptions from Suffolk County Code Chapter 380. All notice and reporting requirements shall be adhered to.

Section 51.02 TENANT shall comply with all Federal, State and local laws, rules, regulations, codes and ordinances in the performance of this Restatement and shall obtain, pay for, and comply with any conditions contained in any permits, approvals and renewals thereof which are required to be obtained in the legal performance of this Restatement. Such laws and regulations include, but are not limited to:

Suffolk County Code Chapter 380 (Pest Control) and any other County policies relating to pesticides.

Section 52. Suffolk County Legislative Requirements

The Parties agree to be bound by the terms of the "Suffolk County Legislative Requirements," annexed hereto as **Exhibit E**, and made a part hereof. Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at [www.co.suffolk](http://www.co.suffolk.ny.us)<<http://www.co.suffolk.ny.us>>. Click on "Laws of Suffolk County" under "Suffolk County Links."

Section 53. Governing Law

Section 53.01 This Restatement 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 Restatement shall be in 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 53.02 Notwithstanding anything herein contained to the contrary, any summary proceedings against TENANT may be instituted in accordance with Article 7 of the New York Real Property Actions and Proceedings Law.

Section 54. Severability

It is expressly agreed that if any term or provision of this Restatement, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Restatement, 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 Restatement shall be valid and shall be enforced to the fullest extent permitted by law.

Section 55. Entire Agreement

Section 55.01 This Restatement consists of the following: **Sections 1** through **55** inclusive. The foregoing constitutes the entire agreement of the parties on the subject matter hereof. It may not be changed, modified, discharged or extended except by written instrument duly executed by the COUNTY and TENANT.

Section 55.02 TENANT agrees that no representations or warranties shall be binding upon the COUNTY unless expressed in writing, in this Restatement.

Section 55.03 References contained herein to Sections, Exhibits and Schedules shall be deemed to be references to the Sections, Exhibits, and Schedules of and to this Restatement unless specified to the contrary.

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

COUNTY OF SUFFOLK

By: _____
Name:
Title:
Date: _____

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

APPROVED BY:
DEPARTMENT OF ECONOMIC
DEVELOPMENT AND WORKFORCE
HOUSING

RECOMMENDED BY:
DEPARTMENT OF ECONOMIC
DEVELOPMENT AND WORKFORCE HOUSING
AVIATION DIVISION

By: _____
Name:
Title:

By: _____
ANTHONY CEGLIO
Airport Manager

APPROVED AS TO LEGALITY
CHRISTINE MALAFI
Suffolk County Attorney
By: _____
Basia Deren Braddish
Asst. County Attorney

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2010 before me, the undersigned, personally appeared _____ [name], _____ [Title] personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2010 before me, the undersigned, personally appeared _____ [Name], _____ [Title], personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A
MAP OF SURRENDERED PROPERTY

EXHIBIT B
MAP OF REMAINING PROPERTY

EXHIBIT C
LEGISLATIVE REQUIREMENTS

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

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

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

2. Living Wage Law

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

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

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

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

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

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

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

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

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

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

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

4. Lawful Hiring of Employees Law

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

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

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

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

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

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

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

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

5. Gratuities

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of Suffolk County or New York State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement, and that the signer of this Agreement has read and is familiar with the provisions of Local Law No. 32-1980 of Suffolk County (Chapter 386 of the Suffolk County Code).

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

7. Child Sexual Abuse Reporting Policy

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

8. Non Responsible Bidder

The Contractor represents and warrants that it has read and is familiar with the provisions of Suffolk County Code Chapter 143, Article II, §§143-5 through 143-9. Upon signing this Agreement the

Contractor certifies that he, she, it, or they have not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under the provision of Section 143-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

10. Suffolk County Local Laws

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

End of Text for Exhibit C

Appendix A

14CFR43- Federal Aviation Regulations Part 43 (excerpt) **Permitted Maintenance for Aircraft Owners**

§ 43.3 Persons authorized to perform maintenance, preventive maintenance, rebuilding, and alterations.

(g) Except for holders of a sport pilot certificate, the holder of a pilot certificate issued under part 61 may perform preventive maintenance on any aircraft owned or operated by that pilot which is not used under part 121, 129, or 135 of this chapter. The holder of a sport pilot certificate may perform preventive maintenance on an aircraft owned or operated by that pilot and issued a special airworthiness certificate in the light-sport category.

Appendix A to Part 43—Major Alterations, Major Repairs, and Preventive Maintenance

(c) *Preventive maintenance.* Preventive maintenance is limited to the following work, provided it does not involve complex assembly operations:

- (1) Removal, installation, and repair of landing gear tires.
- (2) Replacing elastic shock absorber cords on landing gear.
- (3) Servicing landing gear shock struts by adding oil, air, or both.
- (4) Servicing landing gear wheel bearings, such as cleaning and greasing.
- (5) Replacing defective safety wiring or cotter keys.
- (6) Lubrication not requiring disassembly other than removal of nonstructural items such as cover plates, cowlings, and fairings.
- (7) Making simple fabric patches not requiring rib stitching or the removal of structural parts or control surfaces. In the case of balloons, the making of small fabric repairs to envelopes (as defined in, and in accordance with, the balloon manufacturers' instructions) not requiring load tape repair or replacement.
- (8) Replenishing hydraulic fluid in the hydraulic reservoir.
- (9) Refinishing decorative coating of fuselage, balloon baskets, wings tail group surfaces (excluding balanced control surfaces), fairings, cowlings, landing gear, cabin, or cockpit interior when removal or disassembly of any primary structure or operating system is not required.
- (10) Applying preservative or protective material to components where no disassembly of any primary structure or operating system is involved and where such coating is not prohibited or is not contrary to good practices.
- (11) Repairing upholstery and decorative furnishings of the cabin, cockpit, or balloon basket interior when the repairing does not require disassembly of any primary structure or operating system or interfere with an operating system or affect the primary structure of the aircraft.

- (12) Making small simple repairs to fairings, nonstructural cover plates, cowlings, and small patches and reinforcements not changing the contour so as to interfere with proper air flow.
- (13) Replacing side windows where that work does not interfere with the structure or any operating system such as controls, electrical equipment, etc.
- (14) Replacing safety belts.
- (15) Replacing seats or seat parts with replacement parts approved for the aircraft, not involving disassembly of any primary structure or operating system.
- (16) Trouble shooting and repairing broken circuits in landing light wiring circuits.
- (17) Replacing bulbs, reflectors, and lenses of position and landing lights.
- (18) Replacing wheels and skis where no weight and balance computation is involved.
- (19) Replacing any cowling not requiring removal of the propeller or disconnection of flight controls.
- (20) Replacing or cleaning spark plugs and setting of spark plug gap clearance.
- (21) Replacing any hose connection except hydraulic connections.
- (22) Replacing prefabricated fuel lines.
- (23) Cleaning or replacing fuel and oil strainers or filter elements.
- (24) Replacing and servicing batteries.
- (25) Cleaning of balloon burner pilot and main nozzles in accordance with the balloon manufacturer's instructions.
- (26) Replacement or adjustment of nonstructural standard fasteners incidental to operations.
- (27) The interchange of balloon baskets and burners on envelopes when the basket or burner is designated as interchangeable in the balloon type certificate data and the baskets and burners are specifically designed for quick removal and installation.
- (28) The installations of anti-misfueling devices to reduce the diameter of fuel tank filler openings provided the specific device has been made a part of the aircraft type certificate data by the aircraft manufacturer, the aircraft manufacturer has provided FAA-approved instructions for installation of the specific device, and installation does not involve the disassembly of the existing tank filler opening.
- (29) Removing, checking, and replacing magnetic chip detectors.
- (30) The inspection and maintenance tasks prescribed and specifically identified as preventive maintenance in a primary category aircraft type certificate or supplemental type certificate holder's approved special inspection and preventive maintenance program when accomplished on a primary category aircraft provided:

(i) They are performed by the holder of at least a private pilot certificate issued under part 61 who is the registered owner (including co-owners) of the affected aircraft and who holds a certificate of competency for the affected aircraft (1) issued by a school approved under §147.21(e) of this chapter; (2) issued by the holder of the production certificate for that primary category aircraft that has a special training program approved under §21.24 of this subchapter; or (3) issued by another entity that has a course approved by the Administrator; and

(ii) The inspections and maintenance tasks are performed in accordance with instructions contained by the special inspection and preventive maintenance program approved as part of the aircraft's type design or supplemental type design.

(31) Removing and replacing self-contained, front instrument panel-mounted navigation and communication devices that employ tray-mounted connectors that connect the unit when the unit is installed into the instrument panel, (excluding automatic flight control systems, transponders, and microwave frequency distance measuring equipment (DME)). The approved unit must be designed to be readily and repeatedly removed and replaced, and pertinent instructions must be provided. Prior to the unit's intended use, an operational check must be performed in accordance with the applicable sections of part 91 of this chapter.

(32) Updating self-contained, front instrument panel-mounted Air Traffic Control (ATC) navigational software data bases (excluding those of automatic flight control systems, transponders, and microwave frequency distance measuring equipment (DME)) provided no disassembly of the unit is required and pertinent instructions are provided. Prior to the unit's intended use, an operational check must be performed in accordance with applicable sections of part 91 of this chapter.

END

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.): Carolyn Fahey 3-4833
--	---

Suggestion Involves:

Technical Amendment _____ New Program _____
Grant Award _____ Contract: New _____ Rev. _____

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

**AUTHORIZING THE PURCHASE OF A HANGAR LOCATED AT FRANCIS S.
GABRESKI AIRPORT, FOR USE BY THE SUFFOLK COUNTY POLICE
DEPARTMENT**

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

None

2139

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

Laid on Table 11/16/2010

RESOLUTION NO. -2010, APPROPRIATING FUNDS IN CONNECTION WITH BULKHEADING AT VARIOUS LOCATIONS (CP 5375)

WHEREAS, there are sufficient appropriations within the 2010 Capital Budget for improvements to the Long Wharf Bulkhead in Sag Harbor; and

WHEREAS, that this Legislature, by resolution of even date herewith, has authorized the issuance of \$500,000 in Suffolk County Serial Bonds; 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 2010 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 38 is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006; and be it further

2nd RESOLVED, that the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete improvements to the Long Wharf Bulkhead in Sag Harbor, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

3rd RESOLVED, that the proceeds of \$500,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

<u>Project Number</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-5375.315	50	Bulkheading at Various Locations- Long Wharf Bulkhead, Sag Harbor	\$500,000

and be it further

4th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that the adoption of this law is a Type II action, pursuant to Title 6 NYCRR Part 617.5(C) (21), (22) and (27), since it constitutes a local legislative decision in connection with the maintenance, repair, replacement, rehabilitation, reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building or fire codes. As a Type II action, the Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

County Executive of Suffolk County

RESOLUTION NO. -2010, AUTHORIZING THE COUNTY COMPTROLLER AND THE COUNTY TREASURER TO TRANSFER FUNDS TO COVER UNANTICIPATED EXPENSES IN THE 2010 ADOPTED MANDATED BUDGET FROM THE 2010 ADOPTED DISCRETIONARY BUDGET

WHEREAS, the County Executive and the County Legislature have adopted and approved the 2011 Operating Budget; and

WHEREAS, there exists certain departmental appropriations and sub-objects which reflect shortages that will occur in accounts necessary for the payment of debt service in Funds 038, 115, 203, 211, 218 and 625; and

WHEREAS, there exists certain departmental appropriations and sub-objects which reflect shortages that will occur in accounts necessary for the payment of Social Services Programs in the General Fund 001; and

WHEREAS, insufficient appropriations exist within the 2010 Adopted Mandated Budget to transfer to cover said debt service and Social Services expenses; and

WHEREAS, appropriations exist within the 2010 Adopted Discretionary Budget to transfer to cover said expenses; and

WHEREAS, the Director of the County Executive's Budget Office and the Director of the Legislative Office of Budget Review agree that there exists an appropriation shortfall to cover said debt service and Social Services expenses; and

WHEREAS, said authorization would allow the County Comptroller to close financial accounting records for 2010 expeditiously; and

WHEREAS, in order to authorize said transfer of appropriations from the Discretionary Budget to the Mandated Budget a three-fourths affirmative vote of the entire membership of the County Legislature is required; now, therefore, be it

1st RESOLVED, that the County Comptroller and County Treasurer be and they are hereby authorized to transfer funds to cover unanticipated expenses for fiscal year 2010, reflected on Schedule "A"; and be it further

2nd RESOLVED, that the County Comptroller be and hereby is authorized to take whatever steps are necessary to properly reflect these expenses in accordance with generally accepted accounting principles; and be it further

3rd RESOLVED, that the County Comptroller, or his designee, in consultation with the County Executive's Budget Office and the Legislature's Budget Review Office, is hereby

authorized to execute transfers that are of a necessity to prevent accounts from lapsing into a negative balance during the close of fiscal year 2010; and be it further

4th **RESOLVED**, that the 2010 Operating Budget be and hereby is amended to transfer said funds on Schedule "A."

DATED:

APPROVED BY:

County Executive of Suffolk County

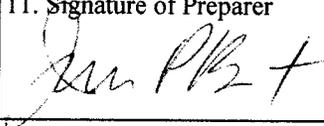
Date of Approval:

**2010 OPERATING BUDGET
DISCRETIONARY - TO - MANDATED**

Schedule A

FUND	DEPT	UNIT		BUDGET			AMOUNT	INCREASE / DECREASE
				TYPE	OBJECT	ACTIVITY		
SOCIAL SERVICES - FAMILY ASSISTANCE								
001	DSS	6170	Child Care	DE	4690	0000	1,000,000	DECREASE
001	DSS	6109	Family Assistance	ME	4690	0000	1,000,000	INCREASE
DEBT SERVICE								
038	DBT	9710	Interest On Bonds	ME	7800	0000	2,478	DECREASE
038	MSC	9090	Medical Malpractice - Settlement	ODE	8505	0000	15,085	DECREASE
038	DBT	9710	Serial Bonds	ME	6900	0000	17,563	INCREASE
115	POL	3121	Clothing Allowance	DE	1400	0000	115,549	DECREASE
115	DBT	9710	Serial Bonds	ME	6900	0000	107,619	INCREASE
115	DBT	9710	Interest On Bonds	ME	7800	0000	7,930	INCREASE
203	DBT	9710	Interest On Bonds	ME	7800	0000	6,250	DECREASE
203	DPW	8113	SWSD #3 - Light, Power, Water	DE	4020	0000	38,039	DECREASE
203	DBT	9710	Serial Bonds	ME	6900	0000	44,289	INCREASE
211	DBT	9710	Interest On Bonds	ME	7800	0000	4,310	DECREASE
211	DPW	8148	SD #11 - Other Unclass Equipment	DE	2500	0000	26,233	DECREASE
211	DBT	9710	Serial Bonds	ME	6900	0000	30,543	INCREASE
218	DBT	9710	Interest On Bonds	ME	7800	0000	3,305	DECREASE
218	DPW	8126	SD #18 - Other Unclass Equipment	DE	2500	0000	20,112	DECREASE
218	DBT	9710	Serial Bonds	ME	6900	0000	23,417	INCREASE
625	DPW	8160	Gabreski Airport STP - Repairs Equip	DE	3680	0000	4,498	DECREASE
625	DBT	9710	Serial Bonds	ME	6900	0000	3,700	INCREASE
625	DBT	9710	Interest On Bonds	ME	7800	0000	798	INCREASE

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 COUNTY COMPTROLLER AND THE COUNTY TREASURER TO TRANSFER FUNDS TO COVER UNANTICIPATED EXPENSES IN THE 2010 ADOPTED MANDATED BUDGET FROM THE 2010 ADOPTED DISCRETIONARY BUDGET		
3. Purpose of Proposed Legislation Same as number 2.		
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 <input type="checkbox"/>	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
<p>These transfers of existing appropriations within the 2010 Operating Budget from the Discretionary Budget to the Mandated budget must be done by Legislative Resolution by a three-quarters approval of the entire Legislature. The Director of the County Executive's Budget Office and the Director of the Legislative Budget Review Office must certify that there exists an appropriation shortfall. In all cases on "Schedule A" summarized below, Other than the General Fund 001, the Funds in which the transfers are being made only have Debt Service in their Mandated Budget. Therefore additional appropriations to cover Debt Service payments must be transferred from these funds' Discretionary Budget.</p> <p><u>General Fund</u> 001-DSS-6109 – Family Assistance</p> <p><u>Debt Service</u> Fund 038 – (Self Insurance – Debt Service) Fund 115 – (Police District) – Debt Service Fund 203 – (Sewer District 3 – Southwest) – Debt Service Fund 211 – (Sewer District 11 - Selden) – Debt Service Fund 218 – (Sewer District 18 – Hauppauge Industrial) – Debt Service Fund 625 – (Gabreski Airport) – Debt Service</p>		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. Not Applicable		
8. Proposed Source of Funding 2010 County Operating Budget – Discretionary – to be transferred to Mandated		
9. Timing of Impact Upon adoption		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
James P. Burt Assistant Budget Director		November 15, 2010

**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



OFFICE OF THE COUNTY EXECUTIVE

Steve Levy
SUFFOLK COUNTY EXECUTIVE

Connie R. Corso
DEPUTY COUNTY EXECUTIVE FOR
FINANCE

Memorandum

TO: Eric C. Naughton, Budget Director
Gail Vizzini, Director of Budget Review

FROM: Jim Burt, Assistant Budget Director

DATE: November 15, 2010

RE: Housekeeping Resolution – Discretionary to Mandated Budget

There are six funds (Fund 038 – Self Insurance, Fund 115 – Police District, Fund 203 – Sewer District #3 Southwest, Fund 211 – Sewer District # 11 Selden, Fund 218 – Sewer District #18 Hauppauge Industrial, and Fund 625 – Gabreski Airport) which have insufficient Mandated appropriations to cover the 2010 Debt Service Payments. There are sufficient Discretionary appropriations to transfer to cover these shortfalls. Please note: in Fund 115 Police District, the only Mandated appropriations are for Debt Service, Grants and Retirement Contribution. In the five other funds the only Mandated appropriations are for payment of Debt Service.

Additionally, the 2010 estimated expense for the Mandated portion of the General Fund 001 exceeds the Adopted 2010 Budget by \$17 Million dollars. The Department of Social Services has estimated several Mandated programs have insufficient appropriations for 2010, and other Mandated and Discretionary Programs have surplus appropriations. Specifically Child Care has \$1 Million in surplus Discretionary appropriations which they have requested to be moved to Family Assistance which is a Mandated appropriation.

In order to proceed with the Housekeeping Resolution to transfer these funds from the Discretionary Budget to the Mandated Budget, the County Charter specifies that both the Director of the County Executive Budget Office and the Director of the Budget Review Office must certify that there exists an appropriation shortfall.

The following are the Budget Lines with the 2010 Adopted Amounts, 2010 Estimated Expense and the amount of the shortfall.

CONTINUED ON PAGE 2

Memorandum 11-15-2010
Housekeeping Resolution – Discretionary to Mandated Budget
J. Burt

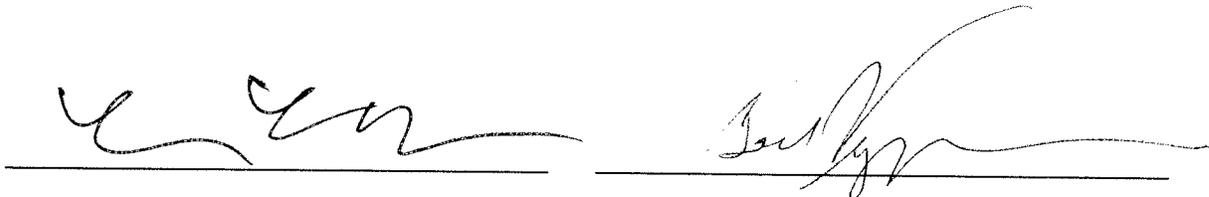
Fund-Unit-Object	2010 Adopted	2010 Estimate	2010 Shortfall
001-6109-4690 DSS Family Assistance (partial makeup of shortfall)	\$ 53,600,000	\$55,400,000	\$1,800,000
038-9710-6900 Debt -- Principal	\$ 833,080	\$ 850,643	\$ 17,563
115-9710-6900 Debt – Principal	\$ 1,897,561	\$ 2,005,180	\$ 107,619
115-9710-7800 Debt – Interest Bonds	\$ 1,268,496	\$ 1,276,426	\$ 7,930
203-9710-6900 Debt Principal	\$ 1,718,972	\$ 1,763,261	\$ 44,289
211-9710-7800 Debt – Principal	\$ 698,813	\$ 729,356	\$ 30,543
218-9710-6900 Debt – Principal	\$ 126,403	\$ 149,820	\$ 23,417
625-9710-6900 Debt – Principal	\$ 310,949	\$ 314,649	\$ 3,700
625-9710-7800 Debt – Interest	\$ 236,846	\$ 237,644	\$ 798

If you are in agreement with my analysis, please sign below as certification that an appropriation shortfall exists. I will include it with the backup for the Resolution transferring funds to cover these costs.

CERTIFICATION THAT APPROPRIATION SHORTFALLS EXIST IN THE MANDATED BUDGET FOR DEBT SERVICE PAYMENTS IN THE FOLLOWING FUNDS:

- 001 – GENERAL FUND
- 038 – SELF INSURANCE
- 115 – SEWER DISTRICT #3, SOUTHWEST
- 211 – SEWER DISTRICT # 11 SELDEN
- 218 – SEWER DISTRICT #18 HAUPPAUGE INDUSTRIAL
- 625 – GABRESKI AIRPORT

AND THAT SUFFICIENT APPROPRIATIONS EXIST IN THE DISCRETIONARY BUDGET TO TRANSFER TO COVER THESE EXPENSES.



Eric C. Naughton
Budget Director

Gail Vizzini
Director of Budget Review

Dated: NOVEMBER 15, 2010

Dated: 11/15/10

MEMORANDUM

TO: Brendan Chamberlain, County Exec Assistant III
Suffolk County Executive's Office

FROM: Jim Burt, Assistant Budget Director
County Executive Budget Office 

DATE: November 15, 2010

SUBJECT: Housekeeping Resolution, transferring funds to cover shortfalls in the 2010 Mandated Operating Budget from the 2010 Discretionary Budget (Discretionary to Mandated).

Attached please find three Resolutions which transfer funds in the 2010 Operating Budget to cover shortfalls as estimated in the 2011 Adopted Budget

1. Housekeeping Resolution DE to ME
2. Schedule A to the Housekeeping Resolution
3. SCIN 175b (2 pages) – Financial Impact Statement
4. Memorandum certifying that an appropriations shortfall exists in the Mandated Budget signed by Eric Naughton, Budget Director and Gail Vizzini, Director of Budget Review.

The Transfer of funds are briefly:

SOCIAL SERVICES

Transfer total of \$1 Million to: Family Assistance from: surplus of \$1 Million in DSS Child Care.

DEBT SERVICE

Transfer a total of \$232,159 to cover debt service for the following funds, from with the same funds:

- Fund 038 – Self Insurance
- Fund 115 – Police District
- Fund 203 – Sewer District #3, Southwest
- Fund 211 – Sewer District \$11, Selden
- Fund 218 – Sewer District #18, Hauppauge Industrial
- Fund 625 – Gabreski Airport

2141

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

Laid on the Table 11/16/10

RESOLUTION NO. -2010, AUTHORIZING THE COUNTY COMPTROLLER AND THE COUNTY TREASURER TO TRANSFER FUNDS TO COVER UNANTICIPATED EXPENSES IN THE 2010 ADOPTED DISCRETIONARY BUDGET

WHEREAS, the County Executive and the County Legislature have adopted and approved the 2011 Operating Budget; and

WHEREAS, certain departmental appropriations and sub-objects reflect shortages that will occur in accounts necessary for the payment of personal services and other departmental shortages; and

WHEREAS, there may be a need for internal transfers to be made within the Departments to cover other unanticipated expenses that have been included in the 2010 estimated column of the 2011 Adopted Budget; and

WHEREAS, said authorization and transfer of funds would assist the County Comptroller to close financial accounting records for 2010 expeditiously; now, therefore, be it

1st RESOLVED, that the County Comptroller and County Treasurer be and they are hereby authorized to transfer funds to cover unanticipated expenses for fiscal year 2010, reflected on Schedule "A"; and be it further

2nd RESOLVED, that the County Comptroller be and hereby is authorized to take whatever steps are necessary to properly reflect these expenses in accordance with generally accepted accounting principles; and be it further

3rd RESOLVED, that the County Comptroller, or his designee, in consultation with the County Executive's Budget Office and the Legislature's Budget Review Office is hereby authorized to execute transfers that are of a necessity to prevent accounts from lapsing into a negative balance during the close of fiscal year 2010; and be it further

4th RESOLVED, that the 2010 Operating Budget be and hereby is amended to transfer said funds on Schedule "A".

DATED:

APPROVED BY:

County Executive of Suffolk County
Date of Approval:

**2010 OPERATING BUDGET
DISCRETIONARY - TO - DISCRETIONARY**

Schedule A

FUND	DEPT	UNIT	BUDGET TYPE	OBJECT	ACTIVITY	AMOUNT	INCREASE / DECREASE
HEALTH SERVICES - CONTRACTED AGENCIES							
001	HSV	4320	DE	4210	0000	30,354	DECREASE
001	HSV	4320	DE	4980	0000	150,000	DECREASE
001	HSV	4321	DE	4210	0000	40,000	DECREASE
001	HSV	4100	DE	4980	JAL1	\$229	INCREASE
001	HSV	4310	DE	4980	AET2	\$20,967	INCREASE
001	HSV	4320	DE	4980	AQA4	\$16,158	INCREASE
001	HSV	4330	DE	4980	AIM1	\$676	INCREASE
001	HSV	4330	DE	4980	ALG5	\$526	INCREASE
001	HSV	4330	DE	4980	APK1	\$35,868	INCREASE
001	HSV	4330	DE	4980	APK2	\$319	INCREASE
001	HSV	4330	DE	4980	GBF1	\$274	INCREASE
001	HSV	4330	DE	4980	GBF2	\$450	INCREASE
001	HSV	4330	DE	4980	GGG1	\$4,898	INCREASE
001	HSV	4330	DE	4980	GGH1	\$509	INCREASE
001	HSV	4330	DE	4980	GGP1	\$11,112	INCREASE
001	HSV	4330	DE	4980	GUR1	\$65,000	INCREASE
001	HSV	4330	DE	4980	GUS1	\$2,785	INCREASE
001	HSV	4330	DE	4980	JAP1	\$26,458	INCREASE
001	HSV	4330	DE	4980	JAY1	\$27,708	INCREASE
001	HSV	4330	DE	4980	JAZ1	\$6,417	INCREASE
SOCIAL SECURITY							
001	EMP	9080	DE	8380	0000	80,000	DECREASE
039	EMP	9062	DE	8360	0000	920,000	DECREASE
INTERFUND TRANSFER							
001	IFT	E039	ODE	9600	0000	920,000	DECREASE
INTERFUND REVENUE							
039	EMP	E039	REVENUE	R001		920,000	DECREASE
001	EMP	9030	DE	8330	0000	1,000,000	INCREASE
HIGWAY MAINTENANCE - SNOW REMOVAL							
001	EXE	6802	DE	4631	0000	500,000	DECREASE
105	DPW	5110	DE	1100	0000	200,000	INCREASE
105	DPW	5142	DE	1120	0000	100,000	INCREASE
105	DPW	5142	DE	3270	0000	100,000	INCREASE
105	DPW	5142	DE	3530	0000	100,000	INCREASE
INTERFUND TRANSFER							
001	IFT	E105	ODE	9600	0000	500,000	INCREASE
INTERFUND REVENUE							
105	IFT	E105	REVENUE	R001		500,000	INCREASE

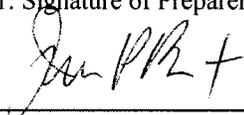
Continued next Page

2010 OPERATING BUDGET
DISCRETIONARY - TO - DISCRETIONARY

Schedule A (Continued from p.1)

FUND	DEPT	UNIT		BUDGET TYPE	OBJECT	ACTIVITY	AMOUNT	INCREASE / DECREASE
MTA PAYROLL TAX								
001	EMP	9035	MTA Payroll Tax	DE	8335	0000	1,767,739.00	DECREASE
001	MSC	1980	MTA Payroll Tax	DE	4070	0000	1,767,739.00	INCREASE
016	EMP	9035	MTA Payroll Tax	ODE	8335	0000	33,503.00	DECREASE
016	MSC	1980	MTA Payroll Tax	ODE	4070	0000	33,503.00	INCREASE
038	EMP	9035	MTA Payroll Tax	ODE	8335	0000	9,700.00	DECREASE
038	MSC	1980	MTA Payroll Tax	ODE	4070	0000	9,700.00	INCREASE
115	EMP	9035	MTA Payroll Tax	DE	8335	0000	1,032,605.00	DECREASE
115	MSC	1980	MTA Payroll Tax	DE	4070	0000	1,032,605.00	INCREASE
203	EMP	9035	MTA Payroll Tax	DE	8335	0000	24,594.00	DECREASE
203	MSC	1980	MTA Payroll Tax	DE	4070	0000	24,594.00	INCREASE
259	EMP	9035	MTA Payroll Tax	DE	8335	0000	10,275.00	DECREASE
259	MSC	1980	MTA Payroll Tax	DE	4070	0000	10,275.00	INCREASE
261	EMP	9035	MTA Payroll Tax	DE	8335	0000	36,719.00	DECREASE
261	MSC	1980	MTA Payroll Tax	DE	4070	0000	36,719.00	INCREASE
477	EMP	9035	MTA Payroll Tax	DE	8335	0000	9,011.00	DECREASE
477	MSC	1980	MTA Payroll Tax	DE	4070	0000	9,011.00	INCREASE
625	EMP	9035	MTA Payroll Tax	DE	8335	0000	1,963.00	DECREASE
625	MSC	1980	MTA Payroll Tax	DE	4070	0000	1,963.00	INCREASE

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 COUNTY COMPTROLLER AND THE COUNTY TREASURER TO TRANSFER FUNDS TO COVER UNANTICIPATED EXPENSES IN THE 2010 ADOPTED DISCRETIONARY BUDGET		
3. Purpose of Proposed Legislation Same as number 2.		
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 <input type="checkbox"/>	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
<p>These transfers of existing appropriations within the 2010 Operating Budget (Discretionary) must be done by Legislative Resolution, as they fall outside the allowable criteria for Budget Transfers which can be accomplished through the joint approval of the County Executive Budget Office and the Comptroller's Office.</p> <p>Increase to Dept HSV – Various Pseudocode Agencies (2009 expenses paid from 2010 Budget)</p> <p>Increase to Dept EMP – Fund 001 Social Security</p> <p>Increase to Dept DPW – Snow Removal</p> <p>Decrease to Dept EMP, Increase to Dept MSC – MTA Payroll Tax – 2010 Adopted Budget Included in Dept EMP, but State Comptroller's decision states not an Employee Benefit.</p>		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
Not Applicable		
8. Proposed Source of Funding		
2010 County Operating Budget - Discretionary		
9. Timing of Impact		
Upon adoption		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
James P. Burt Assistant Budget Director		November 15, 2010

**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.

MEMORANDUM

TO: Brendan Chamberlain, County Exec Assistant III
Suffolk County Executive's Office

FROM: Jim Burt, Assistant Budget Director
County Executive Budget Office 

DATE: November 15, 2010

SUBJECT: Housekeeping Resolution, transferring funds to cover shortfalls in the 2010 Discretionary Operating (Discretionary to Discretionary).

Attached please find three Resolutions which transfer funds in the 2010 Operating Budget to cover shortfalls as estimated in the 2011 Adopted Budget

1. Housekeeping Resolution DE to DE
2. Schedule A to the Housekeeping Resolution
3. SCIN 175b (2 pages) – Financial Impact Statement

The Transfer of funds are briefly:

HEALTH SERVICES

Transfer \$220,354 of funds within the Health Department for various contract agencies needed to reimburse agencies for 2009 expenses reimbursed in 2010.

EMPLOYEE BENEFITS

Transfer \$1 Million to cover General Fund Social Security expenses, funds transferred from excess appropriations for the general fund portion of Employee Health Insurance and Employee Benefit Fund contributions.

SNOW REMOVAL

Transfer \$500,000 to Snow Removal from excess funds in EPIC Program.

2142

Intro. Res. No. -2010

Laid on the Table

11/16/10

Introduced by the Presiding Officer on request of County Executive

RESOLUTION NO. -2010, AUTHORIZING THE COUNTY COMPTROLLER AND THE COUNTY TREASURER TO TRANSFER FUNDS TO COVER UNANTICIPATED EXPENSES IN THE 2010 ADOPTED MANDATED BUDGET

WHEREAS, the County Executive and the County Legislature have adopted and approved the 2011 Operating Budget; and

WHEREAS, certain departmental appropriations and sub-objects reflect shortages that will occur in accounts necessary for the payment of personal services, programs and other shortages; and

WHEREAS, there may be a need for internal transfers to be made within the Departments to cover other unanticipated expenses that have been included in the 2010 estimate column of the 2011 Adopted Budget; and

WHEREAS, said authorization would allow the County Comptroller to close financial accounting records for 2010 expeditiously; now, therefore, be it

1st RESOLVED, that the County Comptroller and County Treasurer be and they are hereby authorized to transfer funds to cover unanticipated expenses for fiscal year 2010, reflected on Schedule "A"; and be it further

2nd RESOLVED, that the County Comptroller be and hereby is authorized to take whatever steps are necessary to properly reflect these expenses in accordance with generally accepted accounting principles; and be it further

3rd RESOLVED, that the County Comptroller, or his designee, in consultation with the County Executive's Budget Office and the Legislature's Budget Review Office, is hereby authorized to execute transfers that are of a necessity to prevent accounts from lapsing into a negative balance during the close of fiscal year 2010; and be it further

4th RESOLVED, that the 2010 Operating Budget be and hereby is amended to transfer said funds on Schedule "A."

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

**2010 OPERATING BUDGET
MANDATED TO MANDATED**

Schedule A

FUND	DEPT	UNIT		BUDGET			AMOUNT	INCREASE / DECREASE
				TYPE	OBJECT	ACTIVITY		
SOCIAL SERVICES - MANDATED PROGRAMS								
001	DPW	1164	DPW: Cout Facilities - Light, Power	ME	4020	0000	350,000	DECREASE
001	DPW	1164	DPW: Cout Facilities - Fees for Svcs	ME	4560	0000	250,000	DECREASE
001	SHF	3150	SHF: Correction Facilities - Retro Pay	ME	1080	0000	4,700,000	DECREASE
001	SHF	3162	SHF: Honor Farm - Retro Pay	ME	1080	0000	3,000,000	DECREASE
001	HSV	2960	HSV: Ed Handicap.Child.- Early Prevent.	ME	4120	0000	530,500	DECREASE
001	HSV	2960	HSV: Ed Handicap. Child.-PreSchool	ME	4170	0000	600,000	DECREASE
001	DSS	6103	Medicaid Cap Payment	ME	4610	0000	6,000,000	INCREASE
001	DSS	6109	Family Assistance	ME	4690	0000	800,000	INCREASE
001	DSS	6140	Safety Net	ME	4690	0000	2,500,000	INCREASE
001	DSS	6141	HEAP	ME	4690	0000	130,500	INCREASE
FUND 360 - Medicaid Compliance - TRANSFER TO FUND 039 - Employee Health Insurance								
360	DSS	6204	Medicaid Compliance	ME	1100	0000	675,000	DECREASE
360	DSS	6204	Medicaid Compliance	ME	1120	0000	100,000	DECREASE
360	DSS	6204	Medicaid Compliance	ME	2020	0000	35,000	DECREASE
360	DSS	6204	Medicaid Compliance	ME	3160	0000	24,000	DECREASE
360	DSS	6204	Medicaid Compliance	ME	3520	0000	4,500	DECREASE
360	DSS	6204	Medicaid Compliance	ME	3610	0000	30,000	DECREASE
360	DSS	6204	Medicaid Compliance	ME	4140	0000	125,000	DECREASE
360	DSS	6204	Medicaid Compliance	ME	4560	0000	80,000	DECREASE
360	EMP	9080	Benefit Fund Contribution	ME	8380	0000	15,000	DECREASE
INTERFUND TRANSFER								
360	IFT	E039	Transfrer to Fund 039 Health Ins	ME	9600	0000	1,088,500	INCREASE
INTERFUND REVENUE								
039	IFT	E039	Transfer from Fd 360 Medicade Compl	REVENUE	R360		1,088,500	INCREASE
039	EMP	9062	Prescription Drug Claims	DE	8360	0000	1,088,500	INCREASE
FUND 360 - Medicaid Compliance - MTA PAYROLL TAX								
360	EMP	9035	MTA Payroll Tax	ME	8335	0000	84,138.00	DECREASE
360	MSC	1980	MTA Payroll Tax	ME	4070	0000	84,138.00	INCREASE

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 COUNTY COMPTROLLER AND THE COUNTY TREASURER TO TRANSFER FUNDS TO COVER UNANTICIPATED EXPENSES IN THE 2010 ADOPTED MANDATED BUDGET		
3. Purpose of Proposed Legislation Same as number 2.		
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 <input type="checkbox"/>	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
<p>These transfers of existing appropriations within the 2010 Operating Budget (Mandated) must be done by Legislative Resolution, as they fall outside the allowable criteria for Budget Transfers which can be accomplished through the joint approval of the County Executive Budget Office and the Comptroller's Office.</p> <p>Increase to Dept DSS – Medicaid Cap Payment, Family Assistance, Safety Net and HEAP.</p> <p>Increase to Dept DSS – Fund 360 Medicaid Compliance Fund, for Interfund Transfer to Fund 039 for Employee Health Benefits and to Transfer the MTA Payroll tax budget from Dept EMP to Dept MSC, per direction of State Comptroller whose decision was that MTA Payroll tax is not an Employee Benefit.</p>		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
Not Applicable		
8. Proposed Source of Funding		
2010 County Operating Budget - Mandated		
9. Timing of Impact		
Upon adoption		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
James P. Burt Assistant Budget Director		November 15, 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.

MEMORANDUM

TO: Brendan Chamberlain, County Exec Assistant III
Suffolk County Executive's Office

FROM: Jim Burt, Assistant Budget Director
County Executive Budget Office 

DATE: November 15, 2010

SUBJECT: Housekeeping Resolution, transferring funds to cover shortfalls in the 2010 Mandated Operating Budget (Mandated to Mandated).

Attached please find three Resolutions which transfer funds in the 2010 Operating Budget to cover shortfalls as estimated in the 2011 Adopted Budget

1. Housekeeping Resolution ME to ME
2. Schedule A to the Housekeeping Resolution
3. SCIN 175b (2 pages) – Financial Impact Statement

The Transfer of funds are briefly:

SOCIAL SERVICES

Transfer total of \$9,430,500 to various Social Services Programs from surplus of \$600 thousand from Public Works Court Facilities; \$1.1 Million excess funds from Education of Handicapped Children in the Health Department and \$7.7 Million excess funds for Retro Pay in the Sheriff's Department.

INCREASES:	DSS: Medicaid Cap Payment	\$6 Million
	DSS: Family Assistance	\$800 Thousand
	DSS" Safety Net	\$2.5 Million
	DSS: HEAP	\$130 Thousand

SOCIAL SERVICES – FUND 360 MEDICAID COMPLIANCE FUND

Transfer a total of \$1.2 Million to cover Fund 360 portion of Employee Health Benefits from within the DSS Fund 360 appropriation and \$85 Thousand transferred to correctly post the MTA Payroll Tax.

2143

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

Laid on Table 11/16/10

**RESOLUTION NO. -2010, AUTHORIZING
TRANSFER OF SURPLUS COUNTY EQUIPMENT TO THE
RAILROAD MUSEUM OF LONG ISLAND**

WHEREAS, the Suffolk County Park's Department has surplus equipment and wishes to donate said equipment to the Railroad Museum of Long Island; now, therefore be it

1st RESOLVED, that the Suffolk County Park's Department is hereby authorized, empowered and directed to transfer the following surplus equipment to the Railroad Museum of Long Island:

<u>Year:</u>	<u>Make/Model:</u>	<u>Vehicle Number:</u>	<u>Mileage:</u>
N/A	Ford Loader/Backhoe	C520404	2287.3

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:

**FLEET MANAGEMENT
DEPARTMENT VEHICLE REQUEST FORM**

*6/24 1000 VIT as
Ren. Reb. F*

INSTRUCTIONS: Prepare form in triplicate and forward two copies to the Fleet Manager. One copy will be returned showing disposition. Instructions found on reverse side.

1. TYPE OF REQUEST: (check as many as apply)

- PURCHASE OF A VEHICLE _____
 LEASE OF A VEHICLE _____
 NEW ASSIGNMENT OR REPLACEMENT _____
 RETURN OF A LEASED VEHICLE _____
 DECOMMISSION OF A VEHICLE _____
 TRANSFER/CHANGE IN APPROPRIATION WHICH VEHICLE IS CHARGED _____
EQUIPMENT

STOCK: _____
KEY: _____

2. VEHICLE INFORMATION:

FLEET NUMBER: *N/A* *26224*

LICENSE PLATE NO. <i>B 95630</i>		VEHICLE I.D. NO. <i>0520404</i>	ODOMETER READING <i>2287.3</i>
YEAR <i>N/A</i>	COLOR <i>YELLOW</i>	MAKE <i>FORD - LOADER / BACKHOE</i>	MODEL <i>420</i>

3. PURCHASE OR LEASE INFORMATION:

<input type="checkbox"/> PURCHASE	COST	ACQUISITION DATE
<input type="checkbox"/> LEASE	COUNTY ORDER NUMBER	DEALER NAME

SOURCE OF FUNDS: GENERAL FUNDS _____ DISTRICT FUNDS (District No.) _____
 FEDERAL AID (Program) _____
 STATE AID (Program) _____
 GRANT (Source) _____ No. _____

4. DECOMMISSION INFORMATION:

If vehicle is to be decommissioned, include reason in Section 6. In addition, a signature of approval must be obtained from the County garage foreman prior to submission of this form.

Signature of County Garage Foreman _____ Date _____

5. DEPARTMENT VEHICLE DATA:

	FROM	TO
DEPARTMENT	<i>SUFFOLK COUNTY PARKS</i>	
FUND APPROPRIATION		
POOL LOCATION		
LICENSE PLATE NUMBER	<i>B 95630</i>	
FLEET NUMBER	<i>N/A</i>	

Complete: _____ a: This vehicle is replaced by: _____
 (check one) _____ b: This is a replacement for: _____

6. EXPLANATION OF REQUEST: (Attach additional sheets as needed.)

a. Justification

DECOMMISSION - TOO COSTLY TO REPAIR

b. Special equipment requirements (stationwagon, police package, etc.)

7. RECOMMENDATION/AUTHORIZATION

a. FOR DEPARTMENT USE ONLY

J. Smith 6/10/10
Signature of Requesting Department Head or Designee Date

b. FOR FLEET MANAGEMENT USE ONLY

____ RECOMMEND APPROVAL ____ RECOMMEND DISAPPROVAL

[Signature] 6/10/10
Signature of Fleet Manager or Designee Date

c. FOR EXECUTIVE OFFICE USE ONLY

____ APPROVAL ____ DISAPPROVAL

Executive Office Authorized Signature Date

INSTRUCTIONS FOR COMPLETION OF SCIN FORM (3/88)

SECTION 1. TYPE OF REQUEST

All portions of Section 1 dealing with the request must be checked off. For example, if a vehicle is being decommissioned and a replacement vehicle from Fleet Management is being requested, those specific items must be checked.

SECTION 2. VEHICLE INFORMATION

This portion of SCIN Form 174 (3/88) must be completed by requestors to decommission a vehicle or modify an existing assignment. Fleet Management will fill in this portion of the form upon assignment, purchase or lease of a vehicle. If a purchased or leased vehicle is delivered directly to a department, the department must resubmit SCIN Form 174 (3/88) with Section 2 filled in.

SECTION 3. PURCHASE OR LEASE INFORMATION

Departments must complete Section 3 when the request is for a vehicle to be purchased or leased.

SECTION 4. DECOMMISSION INFORMATION

A foreman in charge of the County garage where the vehicle is normally serviced must sign this portion of SCIN Form 174 (3/88) if a vehicle is to be decommissioned. Justification must be included in Section 6.

SECTION 5. DEPARTMENT VEHICLE DATA

Departments must complete this portion of SCIN Form 174 (3/88) for all circumstances. The "From" section must always be completed; only those portions of the "To" section which reflect the proposed changes must be completed.

SECTION 6. EXPLANATION OF REQUEST

Departments should include any relevant information in Section 6 that will aid Fleet Management in making a decision regarding the request. Poorly justified requests may be delayed or not recommended for approval.

SECTION 7. RECOMMENDATION/AUTHORIZATION

The department head, or authorized designee, shall sign and date the request, thereby indicating its verity. Within 15 days the Fleet Manager will forward the form to the Office of the County Executive, indicating his recommended approval or disapproval of the request.

The authorized representative for the County Executive will approve/disapprove, and will have the completed form forwarded to Fleet Management, who in turn will notify the department and act upon the request in accordance with the Executive determination.