

1106

Intro. Res. No. -2011
Introduced by Presiding Officer Lindsay

Laid on Table 2/1/2011

RESOLUTION NO. -2011, AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO BOARD OF ELECTIONS

WHEREAS, the Commissioners of the Board of Elections have requested funding for improvements to the Board of Elections in Yaphank; and

WHEREAS, the 2011 Adopted Capital Budget provides sufficient funds to cover the costs associated with making improvements to the Board of Elections; and

WHEREAS, the 2011 Adopted Capital Budget contains surplus funds for planning, design, and supervision and insufficient funds for construction; 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 2011 Capital Budget, as the basis for funding capital projects such as this project; now, therefore be it

1st RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-nine (59) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 571-1998, Resolution No. 209-2000 and Resolution No. 461-2006; and be it further

2nd RESOLVED, that the 2011 Capital Budget and Program be and is hereby amended as follows:

Project Number: 1459
Project Title: Improvements to Board of Elections

<u>Cost Elements</u>	<u>Total Estimated Cost</u>	<u>Current 2011 Capital Budget & Program</u>	<u>Revised 2011 Capital Budget & Program</u>
1. Planning, Design, & Supervision	\$370,000	\$200,000B	\$100,000B
3. Construction	<u>\$5,050,000</u>	<u>\$300,000B</u>	<u>\$400,000B</u>
TOTAL	\$5,420,000	\$500,000	\$500,000

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-1459.112	50	Improvements to Board of Elections-Planning	\$100,000
525-CAP-1459.312	50	Improvements to Board of Elections-Construction	\$400,000

and be it further

4th RESOLVED, that the County Comptroller and the County Treasurer are hereby authorized and empowered to take all steps necessary and appropriate to effectuate the transfer of this funding forthwith; and be it further

5th 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

Date:

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1107

Intro. Res. No. -2011
Introduced by Legislator Gregory

Laid on Table 2/1/11

RESOLUTION NO. -2011, TO EXTEND THE DATE UPON WHICH THE TASK FORCE ON HATE CRIMES IN SUFFOLK COUNTY SUBMITS ITS WRITTEN REPORT

WHEREAS, Resolution No. 31-2009 created a Task Force on Hate Crimes in Suffolk County ("Task Force") to examine the sources of racial tension in the County, the mechanisms used to report such crimes and provide recommendations to the County on these issues; and

WHEREAS, the Task Force is required to issue a written report to the members of the County Legislature and the County Executive containing its findings and determinations along with any recommendations for action; and

WHEREAS, Resolution 815-2010 established a deadline of December 31, 2010 for the submission of the Task Force's written report; and

WHEREAS, the Task Force has determined that it needs more time to complete its analysis and written report; now, therefore be it

1st RESOLVED, that the 14th RESOLVED clause of Resolution No. 31-2009, as amended by Res. 760-2009 and Res. 815-2010, is hereby amended to read as follows:

14th RESOLVED, that this special Task Force shall submit a written report of its findings and determinations together with its recommendations for action, if any, to each member of the County Legislature and the County Executive no later than [December 31, 2010] June 30, 2011 for consideration, review, and appropriate action, if necessary, by the entire County Legislature; and be it further

2nd RESOLVED, that all other terms and conditions of Resolution No. 31-2009, as amended, shall remain in full force and effect; and be it further

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

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

S:\res\r-extend-hate-crimes

1108

Intro. Res. No. -2011
Introduced by Legislator Cilmi

Laid on Table 2/1/11

**RESOLUTION NO. -2011, AUTHORIZING TRANSFER OF
SURPLUS COUNTY COMPUTER SYSTEMS AND HARDWARE
TO THE SOUTH SHORE COMMUNITY ORGANIZATION**

WHEREAS, the Suffolk County Department of Labor has submitted to the Purchasing Department a list of surplus computer systems and hardware which have been declared surplus; and

WHEREAS, this equipment has been taken out of service because of obsolescent technology; and

WHEREAS, the South Shore Community Organization has requested the donation of eight (8) computer systems from the County; and

WHEREAS, this organization is willing to assume responsibility for the removal and transportation of this equipment; now, therefore, be it

1st RESOLVED, that the Suffolk County Department of Labor is hereby authorized, empowered, and directed, to transfer the following surplus equipment to the following organization, for use within its facilities for nominal consideration:

TO:

South Shore Community Organization
50 Irish Lane
East Islip, NY 11730
Contact Person: Melanie Holtz
631-277-1365

ITEMS REQUESTED:

8 CPU's, 8 Monitors,
8 Keyboards, 8 Mice, and
8 CPU Plugs

and be it further

2nd RESOLVED, that the above described surplus County personal property is hereby declared to be of scrap value only and is transferred to the above listed organization for nominal consideration, pursuant to Section 8-4(C)(2)(a) of the SUFFOLK COUNTY CHARTER; and be it further

3rd RESOLVED, that the above named organization shall assume responsibility for the removal and transportation of said equipment; and be it further

4th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\computer-labor-south-shore-community

1109

Intro. Res. No. -2011
Introduced by Legislator Muratore

Laid on Table 2/1/11

**RESOLUTION NO. -2011, AUTHORIZING TRANSFER OF
SURPLUS COUNTY COMPUTER SYSTEMS AND HARDWARE
TO THE GUARDIAN ANGELS FOR CHILDREN**

WHEREAS, the Suffolk County Department of Labor has submitted to the Purchasing Department a list of surplus computer systems and hardware which have been declared surplus; and

WHEREAS, this equipment has been taken out of service because of obsolescent technology; and

WHEREAS, the Guardian Angels for Children has requested the donation of ten (10) computer systems from the County; and

WHEREAS, this organization is willing to assume responsibility for the removal and transportation of this equipment; now, therefore, be it

1st RESOLVED, that the Suffolk County Department of Labor is hereby authorized, empowered, and directed, to transfer the following surplus equipment to the following organization, for use within its facilities for nominal consideration:

TO:
Guardian Angels for Children
2 Village Lane
Selden, NY 11784
Contact Person: Pastor Francis DeBenedetto
631-736-6009

ITEMS REQUESTED:
10 CPU's, 10 Monitors,
10 Keyboards, 10 Mice, and
10 CPU Plugs

and be it further

2nd RESOLVED, that the above described surplus County personal property is hereby declared to be of scrap value only and is transferred to the above listed organization for nominal consideration, pursuant to Section 8-4(C)(2)(a) of the SUFFOLK COUNTY CHARTER; and be it further

3rd RESOLVED, that the above named organization shall assume responsibility for the removal and transportation of said equipment; and be it further

4th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\computer-labor-guardian-angels

1110

Intro. Res. No. - 2011

Laid on Table

2/1/11

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2011, AUTHORIZING THE
RENEWAL OF THE LEASE OF PREMISES LOCATED
AT 32 JACKSON AVE., HAMPTON BAYS, NY FOR USE
BY SUFFOLK COUNTY DISTRICT ATTORNEY'S
OFFICE**

WHEREAS, the Suffolk County District Attorney's Office currently occupies 2,198 square feet of from office space, owned by the Town of Southampton, located at 32 Jackson Ave., Hampton Bays, NY pursuant to a lease which expired on October 31, 2010; and

WHEREAS, and the County's District Attorney's Office utilizes this facility for administrative purposes in serving the Town of Southampton and its constituents and is desirous of remaining in that location; and

WHEREAS, the Town has expressed its willingness to renew the lease at 32 Jackson Ave. for five (5) years, through October 31, 2015, with annual rent escalations of three (3) percent; and

WHEREAS, the Space Management Steering Committee recommended the approval of the terms for this lease renewal at its November 18, 2010 meeting; and

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

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

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

3RD RESOLVED, annual rent for the Premises shall be \$35,168, through the period commencing November 18, 2010, through October 31, 2011. Commencing on November 1, 2011, and on each November 1st thereafter, annual rent shall increase by 3% over the annual rent in the preceding year.

DATED:

County Executive of Suffolk County
Date of Approval:

AGREEMENT OF LEASE

between

TOWN OF SOUTHAMPTON

as LANDLORD

and

COUNTY OF SUFFOLK

as TENANT

Date for Reference Purposes: January 5, 2011

Premises: 32 Jackson Avenue, Hampton Bays, New York 11946

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A - Floor Plan

B - Landlord - Tenant Responsibilities

C - Legislative Requirements

AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE ("Lease") made as of the ___ day of _____, 2011, between the TOWN OF SOUTHAMPTON, a municipal corporation having its principle offices at 116 Hampton road, Southampton, New York 11968 ("LANDLORD"), and the COUNTY OF SUFFOLK, a municipal corporation with an address at County Center, Riverhead, New York 11901 ("TENANT" or "County"), acting through its duly constituted Department of Public Works ("Department"), located at 335 Yaphank Avenue, Yaphank, New York 11980.

WHEREAS, TENANT currently occupies space for use by the Suffolk County District Attorney's Office, which lease has expired; and

WHEREAS, the COUNTY is desirous of continuing to utilize the current space; and

WHEREAS, the terms and conditions for the lease of premises identified as 32 Jackson Avenue, Hampton Bays, New York 11946 was recommended by the Space Management Steering Committee for approval by the County Legislature;

NOW, THEREFORE, LANDLORD and the COUNTY, in consideration of the mutual covenants contained herein, hereby enter into a lease for the Demised Premises upon the terms, covenants and conditions set forth below:

WITNESSETH:

SECTION 1. DESCRIPTION

Section 1.01 LANDLORD currently leases and, in consideration of and subject to the terms, covenants, agreements, provisions, conditions, and limitations set forth in this Lease, hereby agrees to continue to lease to TENANT approximately 2,198 square feet of office space located on the first floor of the modular structure at 32 Jackson Avenue, Hampton Bays, New York 11946 and related common areas, facilities, improvements, and permanent installations constructed and installed or to be constructed and installed therein, thereon, or hereunder in accordance with this Lease, as shown on the Floor Plan attached hereto as **Exhibit A**, (referred to hereinafter as the "Demised Premises") and further identified as a portion of:

<u>S.C. Tax Map No.</u>	<u>Dist.</u>	<u>Sect.</u>	<u>Blk</u>	<u>Lot</u>
	900	205	1	p/o 2

SECTION 2. PURPOSE

Section 2.01 TENANT is a municipal corporation and is entering into and executing this Lease by virtue of the authority of Suffolk County Resolution No. ____ - 2011, dated the ___ day of _____, 2011 (the "Resolution"), for the use, purpose, and intent expressed in the Resolution, that the Resolution is incorporated herein by reference, and further that LANDLORD has examined the Resolution and is fully aware of its intended purpose. COUNTY acknowledges and agrees to use the Premises as specified in the Resolution for office space for the Suffolk County district Attorney, or other lawful municipal purpose.

Section 2.02 LANDLORD warrants that it holds such title to or other interest in the Demised Premises and other property as is necessary to give and fully provide the TENANT with access to the Demised Premises and full use and enjoyment thereof in accordance with the provisions of this Lease.

Section 2.03 LANDLORD warrants that the intended use of the Demised Premises is a permitted use under LANDLORD's title to the Demised Premises and that LANDLORD knows of no covenant, restriction, or other agreement which would prevent such use or occupancy. LANDLORD further certifies that no covenants, restrictions, or other impediments to title have been added since the date of the issuance of the title insurance policy.

SECTION 3. TERM

Section 3.01 The term of this Lease shall commence on November 1, 2010 (the "Commencement Date") and shall expire five (5) years later on October 31, 2015 (the "Expiration Date"), or on such earlier date as this Lease may terminate or expire as provided for herein; provided, however, that if such date does not fall on a "Business Day" defined below, then this Lease shall end on the next Business Day.

For the purposes of this Lease and all agreements supplemented to this Lease, the term "Business Day" means any day except a Saturday, a Sunday, or any day on which commercial banks are required or authorized to close in Suffolk County, New York.

SECTION 4. RENT

Section 4.01 "Annual Rent" for the Premises for the first year of the Term shall be \$35,168.00, beginning on the Commencement Date. Annual Rent shall include all expenses of the Demised Premises including, but not limited to, taxes, insurance, maintenance, and common area charges.

Section 4.02 Commencing on the first anniversary date of the Commencement Date, and on each anniversary date thereafter, Annual Rent shall increase by 3% over the Annual Rent in the preceding year.

Section 4.03 Added to Annual Base Rent shall be the fixed amount of \$1,200 per year as "Custodial Charges." Services which are to be provided in exchange for payment of Custodial Charges shall be in accordance with the cleaning specifications attached hereto as **Exhibit C**, hereinafter called "Custodial Services".

Section 4.04 The sum of the amounts set forth in *Sections 4.01, 4.02, and 4.03*, Total Annual Rent for the Term of the Lease, unless terminated earlier, shall be as follows:

Annual Base Rent for the Premises

Year 1	\$36,368.00
Year 2	\$37,423.00
Year 3	\$38,510.75
Year 4	\$39,629.00
Year 5	\$40,782.00

Section 4.04 Annual Rent for the Demised Premises shall be payable by TENANT to LANDLORD, at LANDLORD's address first set forth above, or at such other place designated by LANDLORD in writing, in equal monthly installments, in advance, on the first day of each calendar month during the Term, except, however, the first monthly payment shall be payable within thirty (30) days of TENANT's receipt of a signed voucher, in accordance with *Section 4.06* below. Partial months shall be prorated.

Section 4.05 The Commencement Date set forth at *Section 3.01* shall be the operative determinant for annual rent escalations without regard or reference to the date of TENANT's taking of actual possession and/or occupancy.

Section 4.06 LANDLORD recognizes that TENANT is a municipal corporation whose financial obligations are strictly regulated by statute. The duly constituted rules, regulations, and proceedings of said municipality require that the payment of Total Annual Rent shall only be made in accordance with such statutes. As part of said procedures, it is necessary that LANDLORD submit vouchers provided by TENANT for the payment of Total Annual Rent hereinabove provided, and any other reasonable documentation as may be required by TENANT for payment of Expenses, as defined in *Section 4.06*, or other charges under the terms of this Lease. LANDLORD hereby agrees to submit such vouchers and all reasonable documentation of Expenses or other charges timely and as may be reasonably requested by TENANT's Department of Audit and Control within one hundred eighty (180) days following the end of the calendar year in which such cost or expense relating to the request for payment was incurred. TENANT agrees to deliver vouchers to LANDLORD at least ten (10) Business Days after a request from LANDLORD for a voucher(s) to be submitted for payment of an Expense. Failure to submit the vouchers within one hundred and eighty (180) days following the end of the calendar year in which such cost or expense was incurred shall constitute grounds for the TENANT to deny payment for the same. If TENANT fails to deliver the vouchers as required hereunder, then LANDLORD shall not be required to submit the undelivered vouchers as a condition to its right to receive any payment to which such voucher relates, and the failure of LANDLORD to submit such undelivered voucher to TENANT shall not prevent or constitute a condition to LANDLORD's ability to exercise its rights pursuant to **Section 25**. Once completed by LANDLORD, LANDLORD shall submit the vouchers to TENANT. By submitting completed vouchers for Annual Rent, LANDLORD shall have satisfied its obligation to request payment of Annual Rent hereunder for the entire calendar year.

Section 4.07 Any sums, charges, fees, expenses, or amounts to be paid by TENANT pursuant to the provisions of this Lease, other than Annual Rent, shall be designated as and deemed to be "Expense(s)" and shall be payable by TENANT to LANDLORD, as additional rent, within sixty (60) days after LANDLORD gives TENANT written notice that such payment is due, together with a voucher, and any supporting documentation reasonably required by TENANT, for the amount of such Expense, unless otherwise provided in this Lease. LANDLORD shall have the same rights and remedies upon TENANT's failure to pay Expense as for the non-payment of the Annual Rent and TENANT's obligations to make adjustments of Expenses referred to in this Lease, shall survive any expiration or termination of this Lease.

SECTION 5. UTILITIES

Section 5.01 Provided the TENANT is not in default under any of the covenants of this Lease, LANDLORD shall provide, at LANDLORD's sole cost and expense, during "Working Hours" (Monday through Friday from 8:00 a.m. to 6:00 p.m. and Saturdays from 8:00 a.m. to 1:00 p.m.,

holidays excepted: (a) heat to the Demised Premises when and as required by law; (b) water for ordinary lavatory purposes; and (c) air conditioning/cooling at reasonable temperatures, pressures and degrees of humidity and in reasonable volumes and velocities at suitable locations will be furnish during Working Hours when it may be required for the comfortable use and occupancy of the Demised Premises by the TENANT, (d) electricity to the Demised Premises

Section 5.02 All costs, fees, and charges for telephone/data services for the Premises during the Term, together with any taxes thereon, shall be a TENANT charge and shall be paid by TENANT directly to the applicable utility. Any utility connections required to be made for TENANT's use following the Commencement Date shall be a TENANT charge. Other services shall be paid as indicated on the "Landlord-Tenant Responsibilities Sheet" annexed as **Exhibit B**.

SECTION 6. CONDITION OF PREMISES

LANDLORD and COUNTY acknowledge and agree that COUNTY has used and occupied the Premises for a continuous period and the COUNTY hereby accepts the Premises in their "as is" condition.

SECTION 7. PREVAILING WAGE

Section 7.01 Any construction or reconstruction of the Premises constitutes a public works contract under Article 8 of the Labor Law. LANDLORD acknowledges and agrees to comply with the prevailing wage requirements in connection with any construction or reconstruction of the Premises.

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

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

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

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

SECTION 9. CARE OF DEMISED PREMISES BY LANDLORD

Section 9.01 Excepting damage arising out of the willful acts or negligence of the TENANT, its officers, employees, agents, or invitees, LANDLORD shall maintain and repair the Premises, including the building, Building Systems, and all equipment, fixtures, and appurtenances furnished by the LANDLORD under this Lease, in good repair and condition, at its own cost and expense.

Section 9.02 TENANT shall give to LANDLORD prompt written notice (notice by fax or e-mail being acceptable) of any accidents, damage, or defects in the roof, the exterior of the building, plumbing, electrical service, electrical lights, HVAC apparatus, or any other building system. Absent misconduct by the TENANT, these defects shall be remedied by LANDLORD.

SECTION 10. INSURANCE

Section 10.01 TENANT shall procure and keep in full force and effect at its own cost and expense liability insurance in which policy LANDLORD or, in the event TENANT is requested in writing by LANDLORD, LANDLORD's Mortgagee, or their successors or assigns, shall be named as an additional insured in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and One Million Dollars (\$1,000,000.00) per occurrence for property damage, and shall furnish LANDLORD with proof of same.

Section 10.02 Notwithstanding the foregoing, TENANT, at its sole option, subject to TENANT being in full compliance with all applicable New York State, local and federal regulations regarding TENANT's self-insurance program and subject to TENANT's satisfying the Self-Insurance Standard, may elect to be either partially or totally self-insured and thereby assume responsibility for that portion of the liability insurance for which it is insured. In this case, TENANT must notify LANDLORD of its self-insured status by a signed writing. This self-insurance is to be excess over any other valid and collectible insurance.

Section 10.03 In the event that a lease is for less than 100% of the building, the TENANT shall only provide liability insurance, naming LANDLORD as an additional insured, for the area which it leases. The LANDLORD is required to provide liability insurance, naming the TENANT as an additional insured, for all common areas or any other areas of the building not leased to the TENANT, including all exterior areas of the Demised Premises such as parking areas and walkways, regardless of whether the areas are designated for the TENANT's use including contractual liability coverage, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and One Million Dollars (\$1,000,000.00) per occurrence for property damage.

Section 10.04 All risk of loss from fire or any other peril causing damage or destruction to the Premises or any other real or personal property of LANDLORD during the Term shall be borne by LANDLORD. Any property insurance policy(s) obtained by LANDLORD to cover this exposure shall contain a Waiver of Subrogation against TENANT. Prior to the Commencement Date, LANDLORD must submit to TENANT a current certificate of insurance indicating that such waiver is in full force. The risk of loss from any peril to the personal property, furniture, fixtures, equipment of TENANT located on the Demised Premises shall be borne by TENANT, and TENANT waives any right of subrogation against LANDLORD with respect to such losses.

SECTION 11. INDEMNIFICATION

Section 11.01 To the extent permitted by law, TENANT shall protect, indemnify and hold harmless LANDLORD and its officers, officials, employees, contractors, and agents from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, including reimbursement of the cost of reasonable attorneys' fees, arising out of the acts, omissions, or the negligence of TENANT, its officers, agents, servants, employees, contractors or subcontracts in connection with the Premises and TENANT's obligations under the Lease; provided, however, that TENANT shall not indemnify for that portion of any claim, loss or damage arising under this Lease due to the negligent act or failure to act of the LANDLORD. TENANT shall defend LANDLORD 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, omissions, or negligence of TENANT, its officers, officials, employees, subcontractors or agents, if any, in connection with the Demised Premises and TENANT's obligations under the Lease.

Section 11.02 To the extent permitted by law, LANDLORD shall protect, indemnify and hold harmless TENANT and its officers, officials, employees, contractors, and agents from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions, including reimbursement of the cost of reasonable attorneys' fees, arising out of the acts, omissions, or the negligence of LANDLORD, its officers, agents, servants, employees, contractors or subcontracts in connection with the Premises and LANDLORD's obligations under the Lease; provided, however, that LANDLORD shall not indemnify for that portion of any claim, loss or damage arising under this Lease due to the negligent act or failure to act of the TENANT. LANDLORD shall defend TENANT 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, omissions, or negligence of LANDLORD, its officers, officials, employees, subcontractors or agents, if any, in connection with the Demised Premises and LANDLORD's obligations under the Lease.

SECTION 12. NEGATIVE COVENANTS

Section 12.01 TENANT shall not use, occupy, maintain, or operate the Demised Premises, nor suffer or permit the Demised Premises or any part thereof to be used, occupied, maintained, or operated, nor bring into or keep at the Demised 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 Lease, (b) violate any restrictive covenant, operating covenant, encumbrance, or easement affecting the Demised Premises, (c) violate any Legal Requirements, (d) make void or voidable any insurance policy then in force with respect to the Demised Premises or make any such insurance unobtainable or increase the rate of any insurance with respect to the Demised Premises, (e) cause physical damage to the Demised Premises or any part thereof, (f) permit the excess accumulation of waste or refuse matter, or (g) constitute a public or private nuisance.

Section 12.02 TENANT shall not place a load upon any floor or roof of the Demised Premises that exceeds the floor/roof load per square foot that such floor/roof was designed to carry or which is allowed by Legal Requirements.

SECTION 13. LANDLORD'S DEFAULT REMEDIES/DAMAGES

Section 13.01 Upon the occurrence, at any time prior to, or during the Term of the Lease, in addition to any other remedy available to LANDLORD at law or in equity, of any one or more of the following events (referred to as "Events of Default"):

(i) if TENANT shall default in the payment when due of any installment of Annual Base Rent, and any such default continues for ten (10) Business Days, except for January of each calendar year, then if such default in January continues beyond ten (10) Business Days, after LANDLORD shall give TENANT a written notice specifying such default; or

(ii) if TENANT defaults in the keeping, observance or performance of any covenant or agreement (other than a default of the character referred to in (i) above), and if such default continues and is not cured within thirty (30) days after LANDLORD gives TENANT written notice specifying same, or, in the case of a default which for causes beyond TENANT's reasonable control cannot, with reasonable diligence be cured within such period of thirty (30) days, if TENANT shall not immediately upon the giving of such written notice, (a) advise LANDLORD of TENANT's intention duly to institute all steps necessary to cure such default and (b) institute and thereafter diligently prosecute to completion all steps necessary to cure the same;

the following Sections shall apply and LANDLORD shall have the rights and remedies set forth herein, which rights and remedies may be exercised upon or at any time following the occurrence of an Event of Default unless, prior to such exercise, LANDLORD shall agree in writing with TENANT that the Event(s) of Default has been cured by TENANT in all respects.

Section 13.02 By notice to TENANT, LANDLORD shall have the right to terminate this Lease as of a date specified in the notice of termination and in such case, TENANT's rights, including any based on any option to renew, to the possession and use of the Demised Premises shall end absolutely as of the termination date; and this Lease shall also terminate in all respects except for the provisions hereof regarding LANDLORD's damages and TENANT's liabilities arising prior to, out of or following the Event of Default and the ensuing termination.

Section 13.03 Unless and until LANDLORD has terminated this Lease pursuant to *Section 13.02* above, TENANT shall remain fully liable and responsible to perform all of the covenants, and to observe all the conditions of this Lease throughout the remainder of the Term to the early termination date.

Section 13.04 LANDLORD shall have all rights and remedies now or hereafter existing at law or in equity with respect to the enforcement of TENANT's obligations hereunder and the recovery of the Demised Premises. No right or remedy herein conferred upon or reserved to LANDLORD 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 13.05 No delay or forbearance by LANDLORD in exercising any right or remedy hereunder, or LANDLORD's undertaking or performing any act or matter which is not expressly required to be undertaken by LANDLORD shall be construed, respectively, to be a waiver of LANDLORD's rights or to represent any agreement by LANDLORD to undertake or perform such act or matter thereafter. Waiver by LANDLORD of any breach by TENANT of any

covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by LANDLORD) or failure by LANDLORD to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of LANDLORD's right to have any such covenant or condition duly performed or observed by TENANT, or of LANDLORD's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of LANDLORD in respect of such breach or any subsequent breach. LANDLORD's receipt and acceptance of any payment from TENANT which is tendered not in conformity with the provisions of this Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of LANDLORD to recover any payments then owing by TENANT which are not paid in full, or act as a bar to the termination of this Lease and the recovery of the Demised Premises because of TENANT's previous default.

Section 13.06 Except for the monetary obligations of either party, LANDLORD and TENANT shall not be in default of this Lease because of such party's inability to perform the covenants and obligations set forth herein during the continuance of any period of Excusable Delays, except as may otherwise be expressly specified in this Lease.

As used in this Lease, the term "Excusable Delays" means delays arising without the fault or negligence of LANDLORD or LANDLORD's contractors, subcontractors, and suppliers, and shall include, without limitation: Acts of God or of the public enemy, fire, floods, unusual severe weather, epidemics, quarantine restrictions, strikes, labor disputes, major material shortages preventing procurement of such materials, riots, war insurrection, inaction or delay by governmental authorities, or other unforeseeable causes beyond the control and without the fault or negligence of LANDLORD, its contractors, and subcontractors.

SECTION 14. TENANT'S DEFAULT REMEDIES

Section 14.01 In the event of an interruption, curtailment, or failure by LANDLORD to supply cooled or outside air, heat, plumbing or electricity for ten (10) consecutive business days after LANDLORD has received written notice of such interruption, curtailment or failure (except that this *Section 14.01* shall only apply in the event such interruption, curtailment or failure of such services occurs as a direct result of the negligence or failure by LANDLORD to comply with its repair or maintenance obligations regarding such systems, or design inadequacies), and where (a) such failure is not caused by Excusable Delays or causes reasonably beyond the control of LANDLORD, and (b) the Premises has been placed in a condition where TENANT can not reasonably be expected to continue to use the Premises for its intended purposes, and (c) LANDLORD has not commenced to cure such condition or has not used reasonable diligence in following same to completion, the same shall constitute a constructive eviction, in whole or in part, and TENANT shall (x) be entitled to a pro rata abatement of rent during the period any such interruption, curtailment or failure continues and until such services are restored; or (y) entitled to terminate this Lease upon notice to LANDLORD.

Section 14.02 No delay or forbearance by TENANT in exercising any right or remedy hereunder, or TENANT's undertaking or performing any act or matter which is not expressly required to be undertaken by TENANT shall be construed, respectively, to be a waiver of TENANT's rights or to represent any agreement by TENANT to undertake or perform such act or matter thereafter. Waiver by TENANT of any breach by LANDLORD of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing by

TENANT) or failure by TENANT to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of TENANT's right to have any such covenant or condition duly performed or observed by LANDLORD, or of TENANT's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of TENANT in respect of such breach or any subsequent breach. TENANT's receipt and acceptance of any payment from LANDLORD which is tendered not in conformity with the provisions of this Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of TENANT to recover any payments then owing by LANDLORD which are not paid in full, nor shall it act as a bar to the termination of this Lease.

SECTION 15. SURRENDER OF DEMISED PREMISES; HOLDOVER

Section 15.01 This Lease and the tenancy hereby created shall cease and terminate at the end of the above term, without the necessity of any further notice from either the LANDLORD or the TENANT to terminate the same and that continued occupancy of the Demised Premises by the Lessee after the expiration of said term shall not operate to renew the Lease for said term or any part thereof.

Section 15.02 On the Expiration Date, or upon the earlier termination of this Lease, TENANT shall, at its expense, quit, surrender, vacate, and deliver the Demised Premises to LANDLORD in good order, condition and repair, ordinary wear and tear and damage for which TENANT is not responsible under the terms of the Lease, or damage by the elements, fire or other casualty beyond TENANT's reasonable control excepted, together with all improvements therein. TENANT shall, at its expense, remove from the Demised Premises all TENANT's personal property and any personal property of Persons claiming by, through or under TENANT, equipment, furniture, and any Alterations not approved by LANDLORD, and shall repair or pay the cost of repairing all damage to the Demised Premises occasioned by such removal. Any TENANT's personal property or Alterations of TENANT, which shall remain in the Demised Premises after the termination of this Lease, shall be deemed to have been abandoned and either may be retained by LANDLORD as its property or may be stored or disposed of as LANDLORD may see fit. If property not so removed shall be sold, LANDLORD may receive and retain the proceeds of such sale and apply the same, at LANDLORD's option, against the reasonable expenses of the sale, moving and storage, arrears of rent and any damages to which LANDLORD may be entitled. Any excess proceeds shall be the property of LANDLORD.

Section 15.03 If TENANT shall remain in possession of the Demised Premises after the termination of this Lease without the execution of a new lease, TENANT, subject to all of the other terms of this Lease insofar as the same are applicable to a month-to-month tenancy, and without waiving TENANT's default or preventing LANDLORD from suing to obtain possession, shall be deemed to be occupying the Demised Premises as a tenant from month to month, at a monthly rental equal to one hundred and three percent (103%) of the monthly rent last payable by TENANT prior to the expiration of the Lease.

Section 15.04 The provisions of this **Section 16** shall survive the expiration or earlier termination of this Lease.

SECTION 16. NOTICES

Section 16.01 **Operational Notices:** Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the parties regarding this Lease shall be in writing and shall be given to the TENANT or LANDLORD or their designated representative, by regular or certified mail in postpaid envelope or by a nationally recognized Courier Service at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows: (a) if to TENANT, to the Suffolk County Department of Public Works, Attention: Commissioner, 335 Yaphank Avenue, Yaphank, New York 11980; with a copy to the Suffolk County Department of Law, Attn: Suffolk County Attorney, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; and (b) if to LANDLORD, at LANDLORD's address first above set forth, or at such other address as TENANT or LANDLORD, respectively, may designate in writing.

Section 16.02 **Notices Relating to Termination and/or Litigation:** In the event LANDLORD receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Lease, LANDLORD shall immediately deliver to the TENANT Attorney, at the address set forth above, copies of all papers filed by or against LANDLORD.

a. Any communication or notice regarding termination shall be in writing and shall be given to the TENANT or the LANDLORD or their designated representative at the addresses set forth in *Section 29.01* or at such other addresses that may be specified in writing by the parties and shall be deemed to be duly given only if delivered: (i) personally [personal service on TENANT must be pursuant to New York Civil Practice Law and Rules Section 311]; (ii) by nationally recognized overnight courier; or (iii) mailed by registered or certified mail in a postpaid envelope addressed: Notice shall be deemed to have been duly given (1) if delivered personally, upon acceptance or refusal thereof, (2) if 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.

b. Any notice by either party to the other with respect to the commencement of any lawsuit 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 16.03 Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

SECTION 17. QUIET ENJOYMENT

LANDLORD covenants that if and so long as TENANT pays Total Annual Rent and Expenses, and fully and faithfully performs the covenants hereof, TENANT shall peaceably and quietly have, hold and enjoy the Demised Premises for the Term, subject to the provisions of this Lease.

SECTION 18. NO IMPLIED WAIVER

No failure or delay by either party to insist upon the strict performance of any provision of this Lease, or to exercise any right, power or remedy consequent upon a breach thereof, and no

acceptance of full or partial rent or other performance by either party during the continuance of such breach shall constitute a waiver of any such provision.

SECTION 19. SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

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

SECTION 20. ADDITIONAL DISCLOSURE REQUIREMENTS

Section 20.01 In addition to the requirements set forth under **Exhibit C (1)**, LANDLORD represents and warrants that it shall submit to TENANT verified Public Disclosure Statements ("Statements") required pursuant to the Land Acquisition Public Disclosure Law of Suffolk County (S.C. Code Chapter 342. An updated Land Acquisition Public Disclosure Statements shall be submitted whenever there is a change in any information required pursuant to S.C. Code § 342-6.

Section 20.02 LANDLORD acknowledges that the filing of these statements is a material, contractual and statutory duty and that failure to file the statements shall constitute a material breach of this Lease, for which TENANT shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of five percent (5%) of the amount of the Total Annual Rent for the year in which the breach has occurred; provided, however, no penalty shall be due unless and until LANDLORD has received a written notice of failure to file the requisite forms and fifteen (15) Business Days to cure. No breach shall be deemed to have occurred in the event that TENANT has failed to provide the requisite forms to be completed by LANDLORD upon LANDLORD's request for same. In any event, TENANT agrees to provide LANDLORD with written notice of any anticipated or actual breach of this **Section 20.**

Section 20.03 LANDLORD agrees to notify TENANT in writing prior to any transfer of title or conveyance by operation of law. In the event of a transfer of title or a conveyance by operation of law which results in a conflict of interest under State or local law, TENANT shall have the right to cancel this Lease upon three (3) months notice to LANDLORD from the date of TENANT's discovery of such transfer or conveyance, unless the consent of the TENANT to such transfer is obtained prior thereto, which consent shall not be unreasonably withheld. Such consent shall not be required for (i) a transfer between current owners or their spouses, children, or trusts or entities for the benefit of such persons; or (ii) any financial institution or mortgagee following a foreclosure or deed-in-lieu of foreclosure. Incident to such application for consent, new Statements, and an affirmation of the provisions of Local Law No. 32-1980 (relating to the offering of gratuities) shall be submitted by the proposed new owner, in accordance with the requirements of the TENANT by registered or certified mail, return receipt requested, addressed to the Suffolk County Department of Law, H. Lee Dennison Building, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788 or such other address as TENANT may designate in writing. The failure of the TENANT to object to such proposed transfer by notice delivered either personally or by nationally recognized overnight courier to LANDLORD within ten (10) business days of receipt of such application shall constitute consent on the part of the TENANT.

SECTION 21. COOPERATION ON CLAIMS

Each of the parties hereto agrees to render diligently to the other party, without additional compensation, any and all cooperation, that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives in connection with this Lease.

SECTION 22. MISCELLANEOUS

Section 22.01 Neither LANDLORD nor TENANT shall be permitted to record this Lease or a memorandum thereof.

Section 22.02 References contained herein to Sections, Exhibits and Schedules shall be deemed to be references to the Articles, Exhibits, and Schedules of and to this Lease unless specified to the contrary.

SECTION 23. 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 TENANT and LANDLORD or to constitute the LANDLORD as an agent or employee of the TENANT.

SECTION 24. BROKER

LANDLORD and TENANT, each to the other, represent and warrant that no or finder took any part in any dealings, negotiations, or consultations with respect to the Demised Premises or this Lease. LANDLORD and TENANT further agrees to indemnify and hold harmless the other against any claim, demand and judgment which may be made or obtained against LANDLORD or TENANT, as the case may be, by any broker claiming a commission for bringing about this Lease.

SECTION 25. CERTIFICATION

The parties to this Lease hereby certify that, other than the funds provided in this Lease and other valid agreements with the TENANT, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Lease, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this Lease.

SECTION 26. NOT IN DEFAULT

LANDLORD warrants that, as of the date hereof, it is not in arrears to the TENANT upon debt or contract and is not in default as a surety, contractor or otherwise on any obligation to or contract with the TENANT.

SECTION 27. GOVERNING LAW

This Lease 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 the New York Supreme Court, Suffolk County; or, in the event of a proceeding in the federal courts, in the District Court for the Eastern District of New York.

SECTION 28. WAIVER OF TRIAL BY JURY

It is mutually agreed by and between LANDLORD and TENANT that the respective parties hereto shall and they hereby do waive any right to trial by jury in any action, proceeding or in any other matter in any way connected with this Lease, the relationship of LANDLORD and TENANT, the Demised Premises, and/or any claim of injury or damage, or for the enforcement of any remedy under any statute, emergency or otherwise.

SECTION 29. SUCCESSORS BOUND

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

SECTION 30. TENANT REPRESENTATIVES

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

SECTION 31. LANDLORD REPRESENTATIVES

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

SECTION 32. SUFFOLK COUNTY LAWS

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at <http://legis.suffolkcountyny.gov/>. Click on “**Search the Laws of Suffolk County.**”

SECTION 33. APPROPRIATION OF FUNDS

Section 33.01 It is understood by the parties hereto that this Lease is made subject to the amount of funds appropriated therefor and any subsequent modifications thereof for the period of this Lease by the Suffolk County Legislature, and no liability on account thereof shall be incurred by the TENANT beyond the amount of funds appropriated.

Section 33.02 The TENANT reasonably believes that funds can be obtained sufficient to pay Annual Base Rent during each year of the Term of this Lease and hereby covenants that it will do all things lawfully within its power to obtain, maintain, and properly request and pursue funds from which Annual Base Rent may be paid, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved. It is the TENANT's intent to pay Annual Base Rent each year, for the full Term of this Lease, if funds are legally available therefore and, in that regard, the TENANT represents that the use of the Demised Premises are necessary to its proper, efficient and economic operation. LANDLORD and TENANT understand and intend that the obligation of the TENANT to pay Annual Base Rent hereunder shall constitute a current expense of the TENANT and shall not in any way be construed to be a debt of the TENANT in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the TENANT, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the TENANT.

Section 33.03 Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for payment of Annual Base Rent due under this Lease, TENANT shall immediately notify LANDLORD or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the TENANT of any kind whatsoever, except as the portions of Annual Base Rent herein agreed upon for which funds have been appropriated and budgeted. In the event of such termination, TENANT agrees to peacefully surrender possession of the Demised Premises to LANDLORD or its assignee on the date of such termination. LANDLORD will have all legal and equitable rights and remedies to take possession of the Demised Premises. Notwithstanding the foregoing, TENANT agrees:

- i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Demised Premises for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and
- ii) that it will not during the Term give priority in the application of funds to any other functionally similar premises.
- iii) This paragraph will not be construed so as to permit the TENANT to terminate this Lease in order to acquire or lease any other premises or to allocate fund directly or indirectly to perform essentially the same application for which the Demised Premises are intended.

SECTION 34. IDENTIFICATION NUMBER

All invoices or vouchers submitted to the TENANT for payment of rent and/or Expenses must include the payee's (LANDLORD's) identification number. The number is either the LANDLORD's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or Standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

SECTION 35. PARAGRAPH HEADINGS

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

SECTION 36. SEVERABILITY

It is expressly agreed that if any term or provision of this Lease and/or any amendment hereto, or the application thereof to any person or circumstances, shall be held invalid or unenforceable to any extent, the remainder of this Lease and any amendment hereto, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Lease and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 37. ENTIRE AGREEMENT

It is expressly agreed that this instrument represents the entire agreement of the parties and that all previous understandings are merged in this Lease; and that no modifications hereof shall be valid unless written evidence thereof shall be executed by the parties thereto.

SECTION 38. NO ORAL CHANGES

It is expressly agreed that this Agreement represents the entire agreement of the parties, that all previous understandings are merged in this Agreement. No modification of this Agreement shall be valid unless written in the form of an Amendment and executed by both parties.

SECTION 39. INTERPRETATION

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

SIGNATURE PAGE FOLLOWS

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

LANDLORD

SHELTAIR ISLIP LLC

By: _____
Name: William McShane
Date: _____
Federal ID No. _____

APPROVED AS TO LEGALITY:
CHRISTINE MALAFI

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

TENANT

COUNTY OF SUFFOLK

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

**RECOMMENDED
SPACE MANAGEMENT STEERING
COMMITTEE**

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

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

By: _____
Name: _____
Title: _____

ACKNOWLEDEMENTS FOLLOW

ACKNOWLEDGEMENT

STATE OF NEW YORK }

SS:

COUNTY OF SUFFOLK }

On the ____ day of _____ in the year 2011 before me, the undersigned, personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGEMENT

STATE OF NEW YORK }

SS:

COUNTY OF SUFFOLK }

On the ____ day of _____ in the year 2011 before me, the undersigned, personally appeared _____, *Deputy County Executive* personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A
FLOOR PLAN

EXHIBIT B
Summary of Landlord-Tenant Responsibilities – Rev 1/09

ITEM	LANDLORD	TENANT
1) UTILITIES – Usage		
A) OIL	X	
B) GAS (If separately metered)	X	
C) WATER (If separately metered)	X	
D) ELECTRICITY (if separately metered)	X	
E) SEWER CHARGES/TAXES	X	
2) H.V.A.C. EQUIPMENT	X	
A) REPAIR & REPLACE	X	
B) ORDINARY PREVENTIVE MAINTENANCE	X	
C) CHANGE AIR FILTER: QUARTERLY	X	
3) ELECTRIC EQUIPMENT	X	
A) REPAIR & REPLACE	X	
B) INTERIOR LAMP & BALLAST REPLACEMENT	X	
C) EMERGENCY LIGHTING AND EXIT LIGHTING	X	
D) PARKING FIELD & EXTERIOR BUILDING LIGHTING	X	
E) PARKING FIELD LAMP REPLACEMENT	X	
4) PLUMBING	X	
A) REPAIR & REPLACE	X	
B) ORDINARY PREVENTIVE MAINTENANCE	X	
C) CLEAN OUT: DRAINAGE STRUCTURES & SYSTEMS	X	
D) CLEAN OUT: SEWAGE STRUCTURES & SYSTEMS	X	
5) STRUCTURAL REPAIRS	X	
A) REPAIR: SIDEWALKS, CURBS, RAMPS, DRIVEWAYS, PARKING AREAS, ROOF & ROOFING, INTERIOR (DUE TO FAULTY CONSTRUCTION), DRAINAGE STRUCTURES & SYSTEMS, SEWAGE STRUCTURES & SYSTEMS	X	

ITEM	LANDLORD	TENANT
B) Repair: BUILDING ENVELOPE	X	
6) CUSTODIAL	X	
7) CLEAN WINDOWS – EXTERIOR, 1X/year	X	
8) SHAMPOO CARPETS AND WAX FLOORS (as needed)	X	
9) CARTAGE	X	
A) MEDICAL WASTE	N/A	
10) SNOW & ICE REMOVAL TO PARKING AREAS, DRIVES, RAMPS & WALKS	X	
11) GROUNDS MAINTENANCE	X	
A) GRASS & LANDSCAPING MAINTENANCE	X	
B) IRRIGATION OF GRASS & LANDSCAPING	X	
C) PARKING FIELD	X	
D) PARKING FIELD SWEEPING AND DEBRIS REMOVAL	X	
12) REPAIRS & MAINTENANCE OF COMMON USE AREAS	X	
13) INTERIOR MAINTENANCE AND REPAIRS (NOT CAUSED BY TENANT MISUSE, ABUSE OR NEGLIGENCE)	X	
14) GLAZING (NOT CAUSED BY TENANT DAMAGE)	X	
15) TAXES	N/A	N/A
16) VERMIN AND RODENT EXTERMINATION	X	
17) FIRE SPRINKLERS & RPZ – MAINTENANCE AND TESTING	X	
18) FIRE AND SECURITY ALARM – INSTALLATION, MAINTENANCE AND REPAIR	X	
19) FRES CONNECTION – MAINTENANCE AND REPAIR	X	
20) FIRE EXTINGUISHERS – INSTALLATION AND MAINTENANCE	X	
21) FLAG POLE		
22) ELEVATOR REPAIR AND MAINTENANCE	X	

EXHIBIT C
SUFFOLK COUNTY 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 Agreement's duration.

Required Form: Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

This Agreement 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 Agreement 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 Agreement 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 Agreement 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."

Intro. Res. No. 1111-11
Introduced by the Presiding Officer at the Request of the County Executive

Laid on the Table 2/1/11

RESOLUTION NO. -2011, AMENDING THE 2011 OPERATING BUDGET AND APPROPRIATING FUNDS IN CONNECTION WITH BONDING FOR A GENERAL LIABILITY CASE

WHEREAS, a General Liability case pending against the County was settled for a total of Six Million (\$6,000,000) Dollars; and

WHEREAS, a settlement was approved in that case by the Ways and Means Committee for a total of Three Million (\$3,000,000) Dollars; and

WHEREAS, the County's excess insurance carrier's contribution toward the settlement is Three Million (\$3,000,000) Dollars; and

WHEREAS, the County's contribution toward the settlement is Three Million (\$3,000,000) Dollars, the County's self-insured retention; and

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

WHEREAS, sufficient funds for General Liability orders, judgments and settlements are not available in the 2011 Operating Budget; and

WHEREAS, the County Legislature, by Resolution of even date herewith, has authorized the issuance of Three Million (\$3,000,000) Dollars in Suffolk County Serial Bonds to cover the cost of said settlement; now, therefore be it

1st RESOLVED, that this settlement in the amount of Three Million (\$3,000,000) Dollars be bonded and paid under the authority of the Office of Risk Management, County Department of Civil Services, in conjunction with the County Department of Audit and Control and the County Executive's Budget Office; and be it further

2nd RESOLVED, that the proceeds of Three Million (\$3,000,000) Dollars in Suffolk County Serial Bonds be and are hereby appropriated as follows:

REVENUES:

038-2780 Proceeds: Debt \$3,000,000

APPROPRIATIONS:

Miscellaneous
General Liability Insurance
038-MS-1914
Mandated
8505 – Settlements \$3,000,000

DATED:

APPROVED BY:

County Executive of the County of Suffolk

Date of Approval:

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

GENERAL FUND

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$655,064	\$1.19		\$0.002

POLICE DISTRICT AND DISTRICT COURT

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$458,773,751	\$1,025.82		\$2.303

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER \$100	2012 FEV TAX RATE PER \$1000
TOTAL	\$459,428,815	\$838.47		\$1.101

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 2010.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2010-2011.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2010 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County
General Obligation Serial Bonds
Level Debt

Term of Bonds 5
Amount to Bond: \$3,000,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
11/10/2011					
5/10/2012					
11/10/2012	3.000%	\$565,063.71	\$90,000.00	\$655,063.71	\$655,063.71
			\$36,524.04	\$36,524.04	
11/9/2012	3.000%	\$582,015.63	\$36,524.04	\$618,539.67	\$655,063.71
			\$27,793.81	\$27,793.81	
11/10/2013	3.000%	\$599,476.09	\$27,793.81	\$627,269.90	\$655,063.71
			\$18,801.67	\$18,801.67	
11/10/2014	3.000%	\$617,460.38	\$18,801.67	\$636,262.05	\$655,063.71
			\$9,539.76	\$9,539.76	
11/10/2015	3.000%	\$635,984.19	\$9,539.76	\$645,523.95	\$655,063.71
		\$3,000,000.00	\$275,318.57	\$3,275,318.57	\$3,275,318.57

1112
Intro. Res. No. -2011
Introduced by the Presiding Officer on request of the County Executive

Laid on Table 2/1/11

**RESOLUTION NO. -2011, APPOINTING MICHAEL
WUDYKA TO THE SUFFOLK COUNTY MOTION
PICTURE/ TELEVISION FILM COMMISSION**

WHEREAS, Mitchell Kriegman has vacated his position as a member of the Suffolk County Motion Picture/Television Film Commission; therefore, be it

1st RESOLVED, that Michael Wudyka, residing in Bridgehampton, NY, is hereby appointed as a member of the Suffolk County Motion Picture/Television Film Commission for the remainder of the vacated four year term of office to expire December 31, 2012, said appointment being made by the Suffolk County Executive pursuant to the provisions of Section 58-4 of the SUFFOLK COUNTY 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: _____

Personal and Business History for Michael Wudyka

Michael Wudyka is a highly accomplished business executive who makes his home in the Hamptons, on the East End of Long Island, New York. He is the sole owner of The Enclave Inns hotel businesses, and **co-owner of** East Hampton Studio, both on the East End. Michael is involved enormously in his community, and his accomplishments are almost too numerous to list.

Over the past eleven years, Michael has bought, renovated, and successfully owned and operated all five Enclave Inns, currently located throughout the East End towns of Bridgehampton, Southampton, Shinnecock, and Wainscott. After entering semi-retirement from work in 1999 to be a full-time dad and husband, Michael relocated his family to Southampton, New York from his native Michigan to take on a small business and to spend more time with his children and his then-wife. The first location he purchased was in Bridgehampton, acquired in 1999 from Martha and Alexis Stewart. The property has 10 rooms and sits on one-and-a-half acres of beautifully landscaped property one block from town. In 2002, the Wainscott location was purchased, a complex of 21 rooms, housed in stand-alone cabins as well as apartment-type units. The Southampton location, also purchased in 2002, contains 14 rooms. The motel-type structure has two large suites and is located one mile outside of town. Two years later, a location in Shinnecock was added, bringing 19 more rooms to the portfolio; it sits on four wooded acres, in stand-alone cabins as well as motel-type rooms. In 2007, the Southampton College location was purchased with 18 rooms total. This latest addition sits on three acres and contains a large conference room as well.

All properties, in most cases, have been upgraded with new furniture, hardwood floors, and queen-size beds with down pillows and comforters; the more modern technological amenities, such as Internet access in each room and phone usage—are free to guests. The Enclave Inns is almost twice the size of any other hotel outfit in the area and has the second largest number of rooms in the area as well. It is widely known for its customer commitment, room cleanliness, and for having the best pricing in the Hamptons. In 2009, one of the toughest economic years in decades, Michael saw his business grow, with sales gaining over 20 percent and costs decreasing by 15 percent. Competitive pricing-rates that are half as much as most other area hotels—combined with consistency of pricing and advertising for all locations has afforded clients a similar and manageable experience at every location, regardless of its geography. Michael is currently in negotiations to manage other properties in the Hamptons, and handles estate management during the off-season for additional properties as well. The Enclave Inns has been featured on many television programs, such as E! Entertainment, MTV, VH1, Martha Stewart Living, Plum TV, and WVVH among others, and in many publications, such as *Time Out New York*, *Glamour*, and *Vanity Fair*.

Michael wears his other hat as the owner of East Hampton Studio, which he co-purchased in 2007. This 35,000-square-foot facility is the largest indoor space on Long Island for the use of movies, concerts, and charity events, and serves as a photography studio as well. East Hampton Studio has been host to a variety of high-profile events, from the movie *Something's Gotta Give*, to HBO's "Suburban Shootout", directed by Barry Sonnenfeld, to an album recording session by Jimmy Buffet. In the near future, the facility will be a state-of-the-art media center; with a soundstage, photography studio, recording studio, pre- and post-production facility, radio station, and office space for related businesses and print media, the hope is to build a vibrant off-season business in the Hamptons to support local businesses and staff year-round talent. Michael has also made personal media appearances on WVVH, "Glen Beck", "The Today Show", "Fox News", "Fox Business", and "The Strategy Room", the 24-hour online news show on "Fox Business".

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		
APPOINTING MICHAEL WUDYKA TO THE SUFFOLK COUNTY MOTION PICTURE/TELEVISION FILM COMMISSION		
3. Purpose of Proposed Legislation		
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 <input type="checkbox"/>	
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		
N/A		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date

SCIN FORM 175b (10/95)

Being well-versed in many related businesses, Michael opened Regulars Music Café in 2008. The Southampton restaurant and bar offers light fare, live music, big screen TVs, and kids karaoke. Later in 2008, he developed the Christian social network website www.GodsSocialNetwork.com with partner Merry Miller. This site is tied in with Christian leaders from around the country for a safe environment for a like-minded Internet network. That same year he joined forces to help market and promote the professional social networking website called www.BlackBook2.com. The site has free business tools like e-faxing, video conferences, and voIP, and in two years, is approaching 8 million members. His involvement in the real estate business is extensive: Michael was a licensed builder in Michigan for 15 years, holds his New York Real Estate Broker License, as well as his New York Real Estate License. In his previous careers, Michael was one of the top salesmen in injecting molding for the Becker Group and Regal International, both Michigan-based companies, and a commodities trader for the produce industry. That knowledge enabled him to start another food business in which he owned a line of gourmet potatoes called "The Princess Potato", a high-end potato that was sold to four- and five-star restaurants. Michael's interests are diverse, as he has owned or been involved in restaurants, building or construction in residential and commercial building, marketing of all forms-print, television, and radio-design, flow and motion studies, and the buying and selling of all types of businesses. His endeavors in the development and sales of unique products worldwide have given him the opportunity to travel extensively to over 40 states and 30 countries.

Michael now fills his time with activities of a civic nature as well. He has recently joined the advisory board of The Creative Coalition for the Library of Congress for the Arts in Washington, DC, and holds a Board of Directors seat for the East End chapter of the American Red Cross. He has also been past Vice President of the Southampton Chamber of Commerce from 2006 to 2009, and is still active in the local chambers of the towns of Southampton, East Hampton, and Sag Harbor as well. He is past director of the Hamptons Visitor Council, which helps drive tourism to the East End. Through his widespread involvement on so many levels, Michael has fostered multitudinous relationships with almost every corner of the local community. Each year, Michael takes the time to donate rooms, money, and many volunteer hours to hundreds of charities.

Michael takes the time to involve himself in the sports and entertainment realms as well. He has completed two Ironman triathlons, the Boston Marathon, and many other triathlons. For four years, he was also the top contender in the Tough Man Competition. He has been an active coach for the past eight years for his two sons in baseball, basketball, soccer, and football, as well as having been the past Vice President of the **Southampton** Parent Association. During his time in his native Detroit, Michael spent four years in the Second City Improv, and was also signed with John Casablanca model agency with which he did print, runway, and television ads. He is now host of his own television show on WVVH TV, holding interviews with subjects as wide-ranging as the local chapter of the American Heart Association and the rap star, LL Cool J. Michael has done voiceover work for radio and played the lead in the independent film *Scene Stealer* with Bob Balaban, Peter Bogdanovich, and Sonia Braga, and is now appearing in the film *Poliwood* by Barry Levinson, currently playing on *Showtime*.

Above all, Michael counts his commitment to family, friends, and to the enjoyment of life as his largest accomplishment by far.

MEMORANDUM

TO: Ken Crannell, Deputy County Executive
Eric Naughton, Budget Director

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

DATE: January 31, 2011

SUBJECT: **TO APPOINT MICHAEL WUDYKA TO THE SUFFOLK
COUNTY MOTION PICTURE/TELEVISION FILM
COMMISSION**

I am requesting the attached resolution be submitted to appoint Michael Wudyka to the Suffolk County Film Commission. Mr. Wudyka is replacing Mitchell Kriegman who vacated his position on the Commission.

Attached please find the draft resolution, Mr. Wudyka's bio and the required SCIN Forms. Copies have been filed electronically in accordance with procedure.

Thank you.

CEF/kmb

cc: Yves R. Michel, Commissioner
Brendan Chamberlain, Director of Intergovernmental Relations
Michelle Isabelle-Stark, Program Coordinator, Cultural Affairs

1113

Intro. Res. No. -2011
Introduced by Legislator Cooper

Laid on Table 2/1/11

**RESOLUTION NO. -2011, REAUTHORIZING AND
RECONSTITUTING THE VANDERBILT MUSEUM OVERSIGHT
COMMITTEE**

WHEREAS, Resolution No. 1036-2008 created the Vanderbilt Museum Oversight Committee; and

WHEREAS, the Oversight Committee was created after the County of Suffolk was required to make an emergency transfer of \$800,000 to fund the Museum's operations in 2009; and

WHEREAS, the Oversight Committee was charged with the responsibility of bringing forth new ideas to increase revenues and cut expenses at the Museum; and

WHEREAS, the Oversight Committee's work lapsed after revenues from the County's Hotel/Motel tax stabilized the Museum's finances; and

WHEREAS, notwithstanding the dedicated revenue stream from the Hotel/Motel tax, the Museum's financial condition continues to be a source of grave concern; and

WHEREAS, new sources of revenue and cost cutting efficiencies must be realized now to avoid a catastrophic budget shortfall when the Hotel/Motel tax revenue to the Museum sunsets at the end of 2014; and

WHEREAS, strong oversight of fundraising and procurement practices at the Museum is necessary; and

WHEREAS, the deteriorating physical condition of the Museum requires close monitoring and remedial action; now, therefore be it

1st RESOLVED, the Vanderbilt Museum Oversight Committee is hereby reauthorized and reconstituted with the following membership:

- 1) the Chairperson of the Suffolk County Legislature's Parks and Recreation Committee, or his or her designee, who shall serve as Chair of the Oversight Committee;
- 2) the Presiding Officer of the Suffolk County Legislature, or his or her designee;
- 3) the Majority Leader of the Suffolk County Legislature, or his or her designee;
- 4) the Minority Leader of the Suffolk County Legislature, or his or her designee;
- 5) the Director of the County Legislature's Office of Budget Review, or his or her designee;
- 6) the Director of the County Executive's Budget Office, or his or her designee; and

7) the Commissioner of the Department of Public Works, or his or her designee;

and be it further

2nd RESOLVED, that the Oversight Committee is hereby authorized to work with the Vanderbilt Museum Board of Trustees and its administrators, for the purpose of ensuring the Museum's long-term financial viability; and be it further

3rd RESOLVED, that the Chairperson of the Oversight Committee will appoint a Committee member to serve as a liaison between the Committee and the Vanderbilt Museum's Board of Trustees; and be it further

4th RESOLVED, that the Oversight Committee will study the Museum's fiscal management and procurement practices and make recommendations to improve these processes; and be it further

5th RESOLVED, the Oversight Committee will assist the Museum in bringing to fruition longstanding proposals to generate new revenues; and be it further

6th RESOLVED, the Oversight Committee will report on the physical condition of the Museum and recommend safety improvement priorities to the Legislature; and be it further

7th RESOLVED, that the Oversight Committee shall send a representative to each meeting of the Vanderbilt Museum's Board of Trustees; and be it further

8th RESOLVED, that the Oversight Committee shall send a representative to the County Legislature's Parks and Recreation Committee on a regular basis to report on its activities and will further report to the full Legislature on a regular basis; and be it further

9th RESOLVED, that this Resolution shall supersede Resolution No. 1036-2008; and be it further

10th 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\r-reauthorize-vanderbilt-museum-oversight-committee

1114

Intro. Res. No. -2011
Introduced by Presiding Officer Lindsay

Laid on Table 2/1/11

**RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO.
-2011, A LOCAL LAW TO RECONSTITUTE AND
REAUTHORIZE LIVING WAGE ADVISORY COMMITTEE**

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2011, a proposed local law entitled, "**A LOCAL LAW TO RECONSTITUTE AND REAUTHORIZE LIVING WAGE ADVISORY COMMITTEE**" now, therefore, be it

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

LOCAL LAW NO. -2011, SUFFOLK COUNTY, NEW YORK

**A LOCAL LAW TO RECONSTITUTE AND REAUTHORIZE
LIVING WAGE ADVISORY COMMITTEE**

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

Section 1. Legislative Intent.

This Legislature hereby finds and determines that Local Law No. 12-2001 established a Living Wage Law in Suffolk County. This law requires County contractors and subcontractors and other beneficiaries of County tax, loan and grant assistance to pay their employees an hourly wage sufficient to sustain them and their families in Suffolk County.

This Legislature further finds that Local Law No. 12-2001 called for the creation of a Living Wage Advisory Committee which would periodically review the effectiveness of the law at creating and retaining living-wage jobs.

This Legislature further finds that the Living Wage Advisory Committee never convened.

This Legislature also determines that the Living Wage Advisory Committee should be reactivated with a reconstituted membership to ensure that the Living Wage Law is administered properly.

This Legislature finds that the Living Wage Advisory Committee should be empowered to recommended changes to the Living Wage Law and to review all proposed changes to said law.

Therefore, the purpose of this local law is to reactivate the Living Wage Advisory Committee with additional membership and broader advisory powers.

Section 2. Amendments.

Chapter 347, LIVING WAGE

* * * *

Chapter 347 of the SUFFOLK COUNTY CODE is hereby amended as follows:

§ 347-5. Noncompliance review and appeal.

* * * *

C. Living Wage Advisory Committee.

- (1) A living wage Advisory Committee (Committee) is hereby created to review the effectiveness of this chapter at creating and retaining living-wage jobs in Suffolk County, to review all proposed changes to this chapter and to recommend to the County Legislature changes that will enhance the effectiveness of the Living Wage Law.
- (2) The Committee shall be comprised of [~~seven~~] nine members as follows:
 - (a) Two members of the Suffolk County Legislature, one to be appointed by the majority leader, and one to be appointed by the minority leader of the County Legislature.
 - (b) Two labor union members to be selected by labor union affiliates of the Long Island Federation of Labor, AFL-CIO.
 - (c) Three members to be appointed by the County Executive, including two representatives of covered employers, and one member from the community at large.
 - (d) Two representatives of the Department of Labor to be selected by the Commissioner of the Department of Labor. The Commissioner shall designate one representative to serve as chairperson of the Committee.
- (3) Members of this Committee shall serve a three-year term.

* * * *

Section 3. Applicability.

- A. This law shall apply to actions occurring on or after the effective date of this law.
- B. The persons and entities designated as appointing authorities herein shall make their appointments to the Living Wage Advisory Committee within forty-five (45) days of the effective date of this law and the Committee shall hold its first meeting within ninety (90) days of the effective date of this law.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or

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

Section 5. SEQRA Determination.

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

Section 6. Effective Date.

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

[] Brackets denote deletion of existing language
___ Underlining denotes addition of new language

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

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



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

DATE: JANUARY 31, 2011

TO: CLERK OF THE COUNTY LEGISLATURE

RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2011

TITLE: I.R. NO. -2011; A LOCAL LAW TO RECONSTITUTE AND REAUTHORIZE LIVING WAGE ADVISORY COMMITTEE

SPONSOR: PRESIDING OFFICER LINDSAY

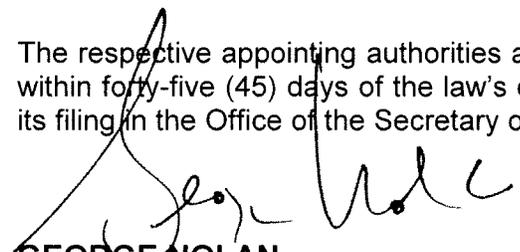
DATE OF RECEIPT BY COUNSEL: 1/31/2011 PUBLIC HEARING: 3/8/2011

DATE ADOPTED/NOT ADOPTED: _____ CERTIFIED COPY RECEIVED: _____

This proposed local law would reconstitute the Living Wage Advisory Committee with two (2) new members and a broader advisory role.¹

Specifically, this law would add two (2) representatives of the Labor Department as members of the Committee. Additionally, the Committee would be empowered to review and propose changes to the Living Wage law, and recommend their own changes to enhance the law's effectiveness.

The respective appointing authorities are required to make their appointments to the committee within forty-five (45) days of the law's effective date. This law will take effect immediately upon its filing in the Office of the Secretary of State.


GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\rule28\28-reauthorize-living-wage-advisory-committee

¹ The original Living Wage Law (Local Law No. 12-2001) called for the creation of a Living Wage Advisory Committee but it appears the committee never convened.

1115

Intro. Res. No. -2011

Laid on Table 2/1/2011

Introduced by Presiding Officer, on Request of the County Executive

RESOLUTION NO. -2011, AUGMENTING COUNTY CASH-FLOW THROUGH HEALTH BENEFIT COST CONTROLS AND PAYROLL SAVINGS

WHEREAS, Chapter 631, Article I of the Suffolk County Code, adopted by Resolution No. 659-1988, established fringe benefits for Exempt employees, as defined more fully therein; and

WHEREAS, Resolution 242-1992 extends the provisions of Chapter 631, Article I of the Suffolk County Code until such time as a new fringe benefit policy is enacted into law on a prospective basis; and

WHEREAS, Resolution 1173-2005, "Adopting Salary Plans for Employees who are excluded from Bargaining Units," provided for "[a]ll employees assigned a grade in the official Suffolk County Classification and Salary Plan shall be entitled to advance one step effective and payable July 1 each successive year, commencing July 1, 2006; and

WHEREAS, the County has examined and considered numerous measures for prudent and effective management of the operating budget despite potential budgetary shortfalls; and

WHEREAS, additional budgetary measures are essential in order to contend with both budget shortfalls and cash flow difficulties, now, therefore be it

1st RESOLVED, that all newly hired or re-hired Exempt employees of Suffolk County, as this term is defined in Chapter 631, Article I of the Suffolk County Code, are required to contribute, through payroll deduction, toward the County's costs for certain fringe benefits regardless of the salary plan or collective bargaining unit through which these benefits have previously been provided or extended to such exempt employees; and be it further

2nd RESOLVED, that Chapter 631, Article I, Section 631-1 of the Suffolk County Code is hereby amended by the addition of a new subsection I as follows:

§ 631-1. Terms and conditions for extension of fringe benefits to certain employees

- I. Exempt employees, as defined, described, and covered by or under this Article who are hired or re-hired on or after the effective date of this Resolution, shall contribute, through payroll deduction, 10% of the County's costs for their health insurance benefits.

and be it further,

3rd RESOLVED, that Suffolk County Resolution 1173-2005, "Adopting Salary Plans for Employees who are excluded from Bargaining Units," is hereby amended as follows:

[f) All employees assigned a grade in the official Suffolk County Classification and Salary Plan shall be entitled to advance one step effective and payable July 1 each successive year, commencing July 1, 2006.]

[g)] f) For employees assigned an ungraded position in the official Suffolk County Classification and Salary Plan, their salaries shall be amended at the same rate and with the sum effective on the same date as those positions identified in paragraph d, above.

and be it further,

4th RESOLVED, 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 Section 617.5(c) (20) and (27) since it constitutes a local legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priorities that may affect the environment. As a Type II action, the Legislature has no further responsibilities under SEQRA.

 Underlying denotes additions.

[] Brackets denotes deletions.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

Revised

1117

Intro. Res. No. -2011
Introduced by Legislator Kennedy

Laid on Table 2/1/2011

**RESOLUTION NO. -2011, AMENDING THE 2011
OPERATING BUDGET AND TRANSFERRING FUNDS TO
FUND 102 FOR PUBLIC SAFETY ANSWERING POINTS
(PSAP)**

WHEREAS, the Suffolk County E-911 Commission was established pursuant to Local Law 39-1999 and represents Suffolk County's 12 Public Safety Answering Points. The Commission also serves as the coordinating entity for E-911 service in Suffolk County. While each Public Safety Answering Point is designated and designed to serve a specific geographical area of the County, the individual component systems are totally integrated with each other resulting in a unified County system. The systems and infrastructure that support the Suffolk County E-911 service assures that a caller requesting assistance in times of an emergency will be routed to the public safety agency or agencies with the capability to provide the needed response; and

WHEREAS, a unique component of the Local Law provides that the E-911 Commission may submit a budget proposal for E-911 operations to the Legislature for consideration during the budget deliberation process. The scope of the budget proposal is restricted to addressing revenue streams collected in phone surcharges; system infrastructure costs and individual Public Safety Answering Point (PSAP) initiatives to support and enhance the Suffolk County E-911 system, and associated expenses related specifically to communications that are unique to an individual PSAP but support the Public Safety response; and

WHEREAS, traditionally, the E-911 Commission has not submitted an alternate budget proposal. Historically, revenue derived from wire line phone service was able to support the foregoing expenses. However, with the decline in wire line services and the escalation of cell phone and Voice over IP Services (VOIP), the revenue stream decreased to the point that funding to support the E-911 infrastructure needed to be supplemented to some degree by General Funds and Police District Funds. This also resulted in a substantial decrease in funding to the individual PSAP's to support and enhance the E-911 system. The Commission, cognizant of the funding restraints, accepted the budget product. It has always been the position of the Commission that the E-911 System should be entirely supported by surcharge revenue; and

WHEREAS, in recognition of this issue, the Legislature first requested the State Legislature to allow Suffolk County to impose a cell phone and VOIP surcharge and then subsequently passed a Local Law enacting a surcharge on Voice over IP Services and cell phones. For undertaking this initiative the Commission is most grateful and 2011 will be the first full year of recognition of this revenue; and

WHEREAS, a direct result of this Legislative action realizes a projected budget revenue increase for 2011 returning the funding levels to more than double the revenue at the start of this decade. However, the budget as proposed by the County Executive's Office does not return the funding levels that the individual PSAP's received during that time; and

WHEREAS, the E-911 Commission does not, nor ever expected, a financial windfall to the individual PSAP'S as a result of the additional revenue surcharge. However, the

Commission does request restorative funding to near the year 2000 levels from surcharge revenues. To that end the Commission is proposing an increase in funding of \$284,391 for a total of \$1,100,000.00 up from \$815,609.00 on the "Fees for Service (sub object 4560)" Line in Budget Fund 102-3020. This modest proposal still allows in excess of \$4.7 million of revenue surcharges for other expenses; and

WHEREAS, Section 4-31 (G) of the Suffolk County Charter now allows amendment of the County Operating Budget by County Legislators four times during the fiscal year as long as the amendment reduces, lowers, terminates or cancels appropriations; abolishes positions of employment; terminates contract agencies; terminates or reduces the size of County programs or departments, or makes transfers of appropriations that are offset by reductions in other programs; now, therefore be it

1st RESOLVED, that the 2011 County Operating Budget is hereby amended as follows and that the County Comptroller and the County Treasurer be and hereby are authorized to transfer the following funds and authorizations.

<u>APPROPRIATIONS:</u>						
FROM: TOTALS						
<u>FD</u>	<u>AGY</u>					<u>AMOUNT</u>
001	POL					(\$142,196)
115	POL					(\$142,195)

FD	AGY	UNIT	ACT	OBJ	OBJECT NAME	AMOUNT
001	POL	3120	0000	2060	Garage, Shop & Building Equipm	(\$59)
001	POL	3120	0000	2070	Cameras & Photographic	(\$548)
001	POL	3120	0000	2080	Medical, Dental & Laboratory	(\$2,914)
001	POL	3120	0000	2090	Radio & Communication	(\$3,741)
001	POL	3120	0000	2440	Instructional Equipment	(\$42)
001	POL	3120	0000	2500	Other Equipment Not Otherwise	(\$5,584)
001	POL	3120	0000	3015	Computer & Data Storage Supply	(\$317)
001	POL	3120	0000	3020	Postage	(\$1,187)
001	POL	3120	0000	3030	Photostat, Photograph & Bluepr	(\$5,539)
001	POL	3120	0000	3040	Outside Printing	(\$910)
001	POL	3120	0000	3080	Research & Law Books	(\$791)
001	POL	3120	0000	3090	Radio & Communication Supplies	(\$8,698)
001	POL	3120	0000	3100	Instructional Supplies	(\$1,227)
001	POL	3120	0000	3120	Small Tools & Automotive Maint	(\$396)

FD	AGY	UNIT	ACT	OBJ	OBJECT NAME	AMOUNT
001	POL	3120	0000	3160	Computer Software	(\$1,595)
001	POL	3120	0000	3250	Building Materials	(\$910)
001	POL	3120	0000	3260	Signs & Maps	(\$47)
001	POL	3120	0000	3350	Safety Supplies	(\$79)
001	POL	3120	0000	3420	Shooting Range Supplies	(\$3,561)
001	POL	3120	0000	3500	Other: Unclassified	(\$33,968)
001	POL	3120	0000	3540	Rent: For Misc. Equipment	(\$8)
001	POL	3120	0000	3610	Repairs: Office Equipment	(\$95)
001	POL	3120	0000	3630	Repairs: Licensed Vehicles	(\$33,070)
001	POL	3120	0000	3650	Repairs: Buildings	(\$215)
001	POL	3120	0000	3680	Repairs: Special Equipment	(\$28,489)
001	POL	3120	0000	3980	Hospitalization Of Jail Inmate	(\$142)
001	POL	3123	0000	2090	Radio & Communication	(\$1,583)
001	POL	3123	0000	2500	Other Equipment Not Otherwise	(\$157)
001	POL	3123	0000	3070	Memberships & Subscriptions	(\$8)
001	POL	3123	0000	3080	Research & Law Books	(\$8)
001	POL	3123	0000	3090	Radio & Communication Supplies	(\$791)
001	POL	3123	0000	3120	Small Tools & Automotive Maint	(\$103)
001	POL	3123	0000	3160	Computer Software	(\$2,627)
001	POL	3123	0000	3500	Other: Unclassified	(\$1,187)
001	POL	3123	0000	3610	Repairs: Office Equipment	(\$1,600)
115	POL	3121	0000	2020	Office Machines	(\$2,306)
115	POL	3121	0000	2040	Trucks, Trailers & Jeeps	(\$184)
115	POL	3121	0000	2050	Other Motorized Equipment	(\$412)
115	POL	3121	0000	2060	Garage, Shop & Building Equipm	(\$1,229)
115	POL	3121	0000	2070	Cameras & Photographic	(\$968)
115	POL	3121	0000	2080	Medical, Dental & Laboratory	(\$2,979)
115	POL	3121	0000	2090	Radio & Communication	(\$4,133)
115	POL	3121	0000	2130	Boats & Marine	(\$3,301)
115	POL	3121	0000	2260	Public Safety	(\$736)
115	POL	3121	0000	3010	Office Supplies	(\$9,563)
115	POL	3121	0000	3015	Computer & Data Storage Supply	(\$184)

FD	AGY	UNIT	ACT	OBJ	OBJECT NAME	AMOUNT
115	POL	3121	0000	3020	Postage	(\$7,658)
115	POL	3121	0000	3030	Photostat, Photograph & Bluepr	(\$12,138)
115	POL	3121	0000	3040	Outside Printing	(\$5,885)
115	POL	3121	0000	3070	Memberships & Subscriptions	(\$115)
115	POL	3121	0000	3080	Research & Law Books	(\$920)
115	POL	3121	0000	3090	Radio & Communication Supplies	(\$35)
115	POL	3121	0000	3100	Instructional Supplies	(\$239)
115	POL	3121	0000	3120	Small Tools & Automotive Maint	(\$611)
115	POL	3121	0000	3140	Boats & Marine Supplies	(\$5,076)
115	POL	3121	0000	3160	Computer Software	(\$110)
115	POL	3121	0000	3250	Building Materials	(\$471)
115	POL	3121	0000	3260	Signs & Maps	(\$37)
115	POL	3121	0000	3320	Household & Laundry Supplies	(\$15)
115	POL	3121	0000	3330	Food	(\$5,885)
115	POL	3121	0000	3350	Safety Supplies	(\$368)
115	POL	3121	0000	3370	Medical, Dental & Laboratory S	(\$5,517)
115	POL	3121	0000	3380	Recreational & Morale	(\$662)
115	POL	3121	0000	3500	Other: Unclassified	(\$5,517)
115	POL	3121	0000	3510	Rent: Business Machines & Sys	(\$17,387)
115	POL	3121	0000	3540	Rent: For Misc. Equipment	(\$772)
115	POL	3121	0000	3610	Repairs: Office Equipment	(\$1,471)
115	POL	3121	0000	3630	Repairs: Licensed Vehicles	(\$5,885)
115	POL	3121	0000	3650	Repairs: Buildings	(\$1,103)
115	POL	3121	0000	3680	Repairs: Special Equipment	(\$4,782)
115	POL	3121	0000	3790	Authorized Tuition	(\$25,933)
115	POL	3121	0000	3920	Laundry & Sanitation	(\$441)
115	POL	3121	0000	3950	Notary Fees	(\$119)
115	POL	3122	0000	3310	Clothing & Accessories	(\$4,153)
115	POL	3122	0000	3500	Other: Unclassified	(\$714)
115	POL	3122	0000	3770	Advertising	(\$72)
115	POL	3127	0000	2500	Other Equipment Not Otherwise	(\$620)
115	POL	3127	0000	3070	Memberships & Subscriptions	(\$66)

FD	AGY	UNIT	ACT	OBJ	OBJECT NAME	AMOUNT
115	POL	3127	0000	3120	Small Tools & Automotive Maint	(\$7)
115	POL	3127	0000	3370	Medical, Dental & Laboratory S	(\$558)
115	POL	3127	0000	3500	Other: Unclassified	(\$152)
115	POL	3127	0000	3680	Repairs: Special Equipment	(\$706)
					TOTAL	(\$284,391)

TO:						
FD	AGY	UNIT	ACT	OBJ	OBJECT NAME	AMOUNT
102	POL	3020	0000	4560	Fees for Services: Non-Employees	+\$284,391
001	IFT	E102	0000	9600	Transfer to Funds	+\$142,196
115	IFT	E102	0000	9600	Transfer to Funds	+\$142,195

<u>REVENUES:</u>				
TO:				
FD	AGY	REV CODE	REVENUE NAME	AMOUNT
102	IFT	R001	Transfer from General Fund	+\$142,196
102	IFT	R115	Transfer from Police District Fund	+\$142,195

and be it further

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

1118

Intro. Res. No. -2011
Introduced by Presiding Officer Lindsay

Laid on Table 2/1/11

**RESOLUTION NO. -2011, DIRECTING THE DEPARTMENT
OF HEALTH SERVICES TO UTILIZE RETIRED FOLEY
FACILITY EMPLOYEES ON A PER DIEM BASIS**

WHEREAS, the County Executive proposed closing the John J. Foley Skilled Nursing Facility ("Foley Facility") by defunding its operations in the 2011 Operating Budget; and

WHEREAS, the Suffolk County Office of Labor Relations advised Foley Facility employees that they would be laid off or reassigned to a lower position effective February 20, 2011; and

WHEREAS, a number of Foley Facility employees retired rather than face a potential lay-off; and

WHEREAS, Foley Facility employees were excluded from participating in the County's early retirement programs; and

WHEREAS, the Foley Facility is now understaffed, and there are not enough employees to perform all required tasks; and

WHEREAS, the Department of Health Services is hiring personnel from private agencies to work temporarily at Foley; and

WHEREAS, the Department of Health Services can and should utilize former Foley Facility employees who were forced into retirement, to work on a per diem basis; now, therefore be it

1st RESOLVED, that the Department of Health Services is hereby authorized, empowered and directed to offer qualified Foley Facility employees, who retired on or after July 1, 2010, the opportunity to work at the Foley Facility on a per diem basis; and be it further

2nd RESOLVED, that the Department of Health Services is hereby directed to give preference to former employees of the Foley Facility when they require temporary help at the Facility; and be it further

3rd RESOLVED, that the Department of Health Services shall not utilize a non-employee to work on a temporary per diem basis at the Foley Facility unless a qualified retired Foley Facility employee is unavailable to perform such work; and be it further

4th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\r-per-diem-retired-foley-employees

PROCEDURAL MOTION NO. 1-2011, DESIGNATING VETERANS ORGANIZATIONS TO RECEIVE FUNDING FOR MEMORIAL DAY OBSERVANCES FOR 2011

WHEREAS, each year Veterans Organizations throughout Suffolk County remember and recognize the sacrifice of courageous veterans who have died; and

WHEREAS, one of the many ways these organizations honor these fallen heroes is to place a flag at gravesites at the two National Cemeteries and at other cemeteries in Suffolk County; and

WHEREAS, this Legislature wishes to assist these organizations in the purchase of flags for the Memorial Day observances; and

WHEREAS, §A2-15(A) of the Suffolk County Administrative Code authorizes the appropriation of up to \$7,500.00 per year to Veterans Organizations designated by the Veterans and Seniors Committee of the Suffolk County Legislature; now, therefore be it

1st RESOLVED, that the Long Island National Cemetery Memorial Committee shall be comprised of the following organizations, pursuant to §A2-15(A) of the Suffolk County Administrative Code, to receive funding in 2011 for the purpose of defraying the expenses of the proper observance of Memorial Day observances at the Long Island National Cemetery, Pinelawn; Calverton National Cemetery, Calverton; and at grave sites of veterans buried in other cemeteries within the County of Suffolk:

- 1.) Vietnam Veterans of America;
- 2.) Korean War Veterans;
- 3.) AMVETS;
- 4.) American Legion;
- 5.) American Ex-Prisoners of War;
- 6.) USCG-CPOA LI Chapter;
- 7.) Veterans of Foreign Wars;
- 8.) Masonic War Veterans;
- 9.) Disabled American Veterans;
- 10.) Fleet Reserve Association;
- 11.) Catholic War Veterans;
- 12.) Jewish War Veterans of the USA;
- 13.) Huntington Coordinator of Veterans Affairs;
- 14.) Marine Corps League;
- 15.) Merchant Marine Veterans;
- 16.) Navy Seabees; and
- 17.) Gold Star Mothers;

and be it further

2nd RESOLVED, that funding for this purpose shall be expended from Fund 001-LEG-1025-4560; and be it further

3rd **RESOLVED**, that the Legislature's Office of Budget Review shall receive and process all vouchers, receipts, and related documents submitted by the designated organizations for disbursement of these funds pursuant to the criteria set forth in §A2-15(A) of the Suffolk County Administrative Code; and be it further

4th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

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

Introduced by Presiding Officer Lindsay

Laid on Table 2/1/2011

**MOTION NO. 2 - 2011, TECHNICAL CORRECTION TO
PROCEDURAL MOTION 12-2010**

WHEREAS, Procedural Motion 12-2010 contained a technical error misstating the amount of funding for a Community Support Initiative; now, therefore, be it

1st RESOLVED, that the first RESOLVED clause of Procedural Motion 12-2010 is hereby amended as follows:

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

<u>AGENCY</u>	<u>SPONSOR</u>	<u>AMOUNT</u>
	* * * *	
Friends of the Retired Senior Volunteer Program	Nowick	[\$1,500] <u>\$2,000</u>
	* * * *	

and be it further

2nd RESOLVED, that all other terms and provisions of Procedural Motion 12-2010 shall remain in full force and effect.

DATED:

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

**PROCEDURAL RESOLUTION NO. 3 - 2011,
AUTHORIZING INTERVENTION IN LAWSUIT TO
PREVENT UNLAWFUL CLOSURE OF FOLEY
SKILLED NURSING FACILITY**

WHEREAS, the Suffolk County Executive proposed a local law in 2010 to authorize the sale of the John J. Foley Skilled Nursing Facility ("Foley Facility") to Kenneth Rozenberg; and

WHEREAS, to effectuate the sale of the Foley Facility, the County Executive and his administration attempted to comply with the procedural requirements of the "Mary Hibberd Law" (Hibberd Law"), codified at Section A9-6 of the SUFFOLK COUNTY ADMINISTRATIVE CODE; and

WHEREAS, pursuant to the Hibberd Law, the proposed sale of the Foley Facility required the approval of the Suffolk County Legislature by a duly enacted resolution; and

WHEREAS, the Suffolk County Legislature rejected the sale of the Foley Facility with only five legislators supporting the sale; and

WHEREAS, having failed to earn legislative support of the sale of the Foley Facility, the County Executive proposed closing Foley by defunding the Facility's operations in the 2011 Operating Budget; and

WHEREAS, the Counsel to this Legislature opined in 2008 that the closure of the Foley Facility was subject to the requirements of the Hibberd Law; and

WHEREAS, the County Executive's closure plan failed to comply with any of the procedural requirements of the Hibberd Law; and

WHEREAS, the Hibberd Law specifically prohibits the inclusion of a privatization plan in any operating budget in the absence of an authorizing resolution of the County Legislature; and

WHEREAS, the County Executive's actions relative to Foley are violative of the Mary Hibberd Law and usurp the County Legislature's charter granted policy-making authority; and

WHEREAS, three residents and one employee of the Foley Facility have initiated an action in New York State Supreme Court, seeking a declaratory judgment that the County Executive did not have the authority to propose, as part of his recommended 2011 operating budget, closing the Foley Facility; and

WHEREAS, this Legislature believes it is imperative to intervene in this pending action to prevent the unlawful and unauthorized closure of the Foley Facility; now, therefore, be it

1st **RESOLVED**, that the Presiding Officer of this Legislature is hereby authorized, empowered and directed to take all actions necessary to intervene on behalf of this Legislature, as a party plaintiff, in the matter entitled "*Nilsa Perez, Kathleen Reeves, Jeanne Melnick and Macherie Goady against Steve Levy, Suffolk County Executive, The Suffolk County Department of Health Services and the County of Suffolk*"; and be it further

2nd **RESOLVED**, that George Nolan, the Counsel to this Legislature, is hereby authorized and empowered to represent the County Legislature and the Presiding Officer in such matter, and to take all actions necessary and appropriate to carry out such representation; expenses incurred during such representation shall be paid from County Legislature funds (001-1010-3500, Other: Unclassified).

DATED:

Introduced by Legislators Romaine, Lindsay, Kennedy and Horsley LOT 2/1/11

**PROCEDURAL RESOLUTION NO. 4-2011,
APPOINTING TO LONG ISLAND POWER AUTHORITY
LEGISLATIVE OVERSIGHT COMMITTEE
(PETER G. SCHLUSSLER)**

WHEREAS, Resolution No. 1095-2010 established a Long Island Power Authority Legislative Oversight Committee; and

WHEREAS, this Legislature is required to appoint two experts in the operation of electric utility companies to this Committee; now, therefore be it

1st RESOLVED, that Peter G. Schlussler, of Mount Sinai, New York, is hereby appointed as an expert in the operation of electric utility companies to the Long Island Power Authority Legislative Oversight Committee.

DATED:

PETER G. SCHLUSSLER

• Mount Sinai, NY 11766

Information Technology Executive

Senior level Information Technology professional with extensive business, public utility and technological experience with designing, delivering and managing sophisticated nationally recognized information systems for large agencies. Extensive qualifications in the full life cycle management of large scale projects and production systems with multi-million dollar budget responsibilities. Exceptional strengths with process re-engineering and business problem decomposition, quality assurance and efficient delivery of technological solutions that offer value to the user community and absolute minimum impact to the bottom line.

Core competencies include:

- IT Infrastructure Design & Implementation
- Strategic & Operational Planning
- Systems Design & Process workflow re-engineering
- Application and Imaging Systems design, development and delivery
- Operations & Full Life Cycle Project Management
- Large scale System development, conversion & implementation
- Technology/Business Linkage Planning
- Overall strategy of technology acquisition and integration
- IT Quality Assurance best practices and methodology
- Data and Voice Communications including VoIP

PROFESSIONAL EXPERIENCE

SUFFOLK COUNTY CLERK, Riverhead, NY

2001 to Present

Director of Optical Imaging and Technology

Direct the development, delivery and support of all large and small scale distributed IT projects and initiatives, including process re-engineering and voice and data communications for the multi-billion transactional Agency that is responsible for the recording of all real property transactions. Also act as Chief Architect of the enterprise IT Strategic planning process and infrastructure design to strengthen business and governmental agency alignment that improves efficiency and drives prioritization of technology alternatives within budget constraints. Broad-based responsibilities include developing operational plans for the implementation of new IT projects, business work flow and managing consulting firms and hardware vendors engaged to implement large-scale technology projects.

- Act in a CIO capacity reporting directly to the elected official responsible for managing a technical staff and several consulting companies with the associated operating and capital budget. Additional responsibility includes co-managing all reengineering and process improvement initiatives focusing on operational efficiency and business process work flow.
- Built state-of-the-art web based "G-Commerce" imaging solution that allows outside government agencies real time access to land record data and associated images. This facilitates the reconciliation process of the multi-million dollar tax rolls on a daily basis as opposed to months.
- Chief Designer/Integrator responsible for converting numerous disparate legacy systems in to a "Computerworld Laureate" winner web based e-commerce application that allows a single point of access for all real property data and associated digitized images.

- Lead architect with the design and delivery of an enterprise FileNet records management imaging solution that allowed automated electronic capture of disparate data sources, including microfilm, books and legacy mainframe data realizing \$4 million savings over 10 years versus outsourcing.
- Developed and delivered an enterprise Cisco VoIP telephone solution that allowed for a reduction of constituent calls by over 50%.

KEYSPAN ENERGY, Hicksville, New York

1997 to 2001

Electric System Operations, Computer Systems, Lead Software Engineer (1999 to 2001)

- Project Manager for the implementation of the EPRI “Common Information Process and Data Model” (CIM) initiative for the enterprise electric distribution management system (SCADA).
- Responsible as Co-Database Administrator for all Section Oracle and OSI databases.
- Project Lead of the upgrade of the Continuous Emission Monitoring system (CEM)
- Responsible for engineering and maintaining multiple custom software solutions for users of the Operations Computing Section systems.

IT Quality Assurance Lead Software Methods Specialist

1995 to 1999

- Acted as mentor with project managers and teams with the development of project plan estimates, quality assurance plans and all other deliverables within the project life cycle.
- Active participating member of the Price Waterhouse Coppers “Summit” Methodology user community project team which was responsible for developing standards, tasks, activities and developing best industry practices for the systems development methodology tool.
- Project Manager with the design/delivery of the FileNET Records Management System.
- Developed major deliverable templates used by Project Teams for large scale projects.
- Lead Analyst with reviewing all deliverables associated with multiple development projects.

LONG ISLAND LIGHTING COMPANY, Hicksville/Shoreham Nuclear Power Station, NY

Materials Management Department- Area Manager

1993 to 1995

- Responsible for the directing a staff of 80 personnel with the around the clock operations of the supply chain that included eight sub-storerooms and the distribution warehouse.
- Manager of all Storm Restoration activities as associated with material requisitioning including all financial chargeback accounting.
- Developed and implemented an inventory quality improvement program that allowed for \$5 million in inventory reductions with increased customer satisfaction which resulted in a reduction in operating personnel without affecting overall operations.

Shoreham Nuclear Power Station- Division Manager

1982 to 1993

- Responsible for the directing the full supply chain with in the code of federally mandated quality standards and ASTM/ASME. This included the direction of 42 union and management personnel.
- Responsible for the divisions’ \$12 million annual budget.
- Developed and implemented the model for the divestiture of \$20 million in surplus materials that resulted in the division in becoming an indirect profit center.

EDUCATION

- Bachelor of Technology Industrial Technology, SUNY at Farmingdale (1995)
- Undergraduate Certificate Advanced programming SUNY at Farmingdale (2001)

Introduced by Legislators Romaine, Lindsay, Kennedy and Horsley

LOT 2/1/11

**PROCEDURAL RESOLUTION NO. 5-2011,
APPOINTING TO LONG ISLAND POWER AUTHORITY
LEGISLATIVE OVERSIGHT COMMITTEE
(MATTHEW C. CORDARO)**

WHEREAS, Resolution No. 1095-2010 established a Long Island Power Authority Legislative Oversight Committee; and

WHEREAS, this Legislature is required to appoint two experts in the operation of electric utility companies to this Committee; now, therefore, be it

1st RESOLVED, that Matthew C. Cordaro, of Shoreham, New York, is hereby appointed as an expert in the operation of electric utility companies to the Long Island Power Authority Legislative Oversight Committee.

DATED:

BIOGRAPHICAL DATA

Dr. Matthew C. Cordaro

Dr. Matthew C. Cordaro whose career spans many years as a senior executive in the utility industry, an educator and a researcher in the fields of business, energy and environment most recently was the Dean of the Townsend School of Business at Dowling College. Before moving over to Dowling he was at the C.W. Post Campus of Long Island University in the College of Management where over his tenure he served as Acting Dean and Associate Dean, Director of the Center for Management Analysis, Interim Director of the School of Professional Accountancy, Chair of the Health Care and Public Administration Department and Associate Professor.

Just prior to joining Long Island University Dr. Cordaro served as the first President and Chief Executive Officer of the Midwest Independent System Operator (Midwest ISO) based in Indianapolis, Indiana, the largest independent transmission system operator in the nation. Today the Midwest ISO is responsible for electric reliability and markets covering 57,000 miles of transmission lines and 150,000 Megawatts of electric generation and clears over 23 billion dollars in energy transactions, over an area exceeding 200,000 square miles, and extending into 13 states and one province of Canada.

Previously, Dr. Cordaro was employed as President and Chief Executive Officer of Nashville Electric Service, one of the ten largest public electric utilities in the nation. He also previously served as President of Long Lake Cogeneration Corporation and as Senior Vice President of Long Lake Energy Corporation, a major alternative energy producer. For 22 years he was with Long Island Lighting Company, a major investor-owned utility, finally holding the position of Senior Vice President of Operations, Engineering, and Construction.

He is a past member of the board of directors of the Electric Power Research Institute and the American Public Power Association, served on the editorial advisory boards of World Transmission and Distribution magazine and the Long Island Business News, and is a former board member of the Nature Conservancy of Tennessee. Dr. Cordaro has also testified many times before congressional and state legislative committees and is frequently sought by the media for expert commentary.

Dr. Cordaro holds a Ph.D. in Engineering and Physics from Cooper Union, an M.E. in Nuclear Engineering from New York University, a B.S. in Engineering Science from C. W. Post College and completed the Executive Management Program at the University of Michigan. He has also been an Atomic Energy Commission Fellow, a Guest Research Associate at the Brookhaven National Laboratory, and has served as an adjunct faculty member at Polytechnic Institute of New York and C. W. Post College. Dr. Cordaro has also authored many publications on business, energy, environment and utility issues.

Introduced by Legislators Romaine, Lindsay, Kennedy and Horsley LOT 2/1/11

**PROCEDURAL RESOLUTION NO. 6-2011,
APPOINTING TO LONG ISLAND POWER AUTHORITY
LEGISLATIVE OVERSIGHT COMMITTEE (IRVING
LIKE)**

WHEREAS, Resolution No. 1095-2010 established a Long Island Power Authority Legislative Oversight Committee; and

WHEREAS, this Legislature is required to appoint two energy experts to this Committee; now, therefore be it

1st RESOLVED, that Irving Like, of Babylon, New York, is hereby appointed as an energy expert to the Long Island Power Authority Legislative Oversight Committee.

DATED:

pro. no. 6

IRVING LIKE

Bay Shore, New York 11706

Home: (631)

Office: (631)

New York Bar (1960); U.S. Supreme Court; U.S. Court of Appeals,
2nd Circuit, U.S. District Courts, S.D.N.Y. and E.D.N.Y.

EDUCATION:

CCNY, BSS Cum Laude, 1951, Phi Beta Kappa; Columbia Law School, LLB
1949.

MAJOR CLIENTS REPRESENTED:

General Counsel (mid-1960's to 1983) to Suffolk County Federal Savings and
Loan Association -- formerly largest federally chartered mutual savings and loan
association in Suffolk County.

General Counsel to Bank of Long Island (1981 to 1989), a New York State
commercial bank and subsidiary of The Irving Bank Corp., which was
subsequently merged into and acquired by the Bank of New York.

Counsel to former Council of Mutual Savings Institutions -- Prudential Insurance
Company of America -- local Long Island counsel in zoning and landlord-tenant
matters.

R.H. Macy's Company -- fulfilled assignments as local Long Island counsel in
condemnation, zoning and environmental matters.

Municipal clients -- Village of Islandia
Village of Saletaire

GENERAL PRACTICE

Extensive and varied, including general practice in all Courts (trial, motion and
appellate practice), and before zoning authorities and DEC. Real estate,
constitutional, corporate, administrative, municipal and banking law;
condemnations and environmental law, including tidal and freshwater wetland
proceedings, tax certiorari proceedings, zoning, commercial and landlord-tenant

PARTICIPATION IN NOTABLE LITIGATION and RESULTS:

Special Counsel to Suffolk County in LILCO - Jamesport Nuclear Plant Licensing Proceedings:

Application by LILCO to build two additional nuclear plants at an estimated cost of over \$5B - defeated.

Special Counsel to Suffolk County in LILCO - 1978 and 1979 Electric Rate Cases:

Defeated LILCO's application for \$147M rate increase to pay for Shoreham related costs (including request for inclusion in rate base of substantial costs of construction). PSC granted only \$28M increase.

LILCO - Shoreham Nuclear Plant Construction Permit & Licensing Proceedings:

Representation of Lloyd Harbor Study Group, coalition of intervenors in construction permit proceedings, and County of Suffolk, as Special Counsel, in initial phase of operating license proceedings -- first litigation which raised evacuation and all major safety issues, which subsequently resulted in closing of Shoreham. Legal Services described in book, Power Crazy, by Karl Grossman (pp. 95-6, 99, 102, 111, 112, 125-26, 273, 281, 288, 325), and Licensed to Kill, by John Aron, "Shoreham & The Fall of the Nuclear Power Industry, Kenneth F. McCallon, Praeger, 1995.

LILCO abandoned Shoreham Nuclear Plant in 1989.

Special Counsel to Suffolk County Legislative Prospect v. Cohalan 65 N.Y.2d 867, 493 N.Y.S.2d 1209, 493 N.Y.S.2d 293 (Exhibit "A")

Litigation overturned Suffolk County Executive's Executive Order directing participation in LILCO evacuation planning for Shoreham.

Agent Orange Products Liability Litigation:

Chairman of Law Committee of Agent Orange Law Firms representing plaintiffs Vietnam War Veterans in Products Liability Class Action (1979-84), 611 F. Supp. 1296, resulting in \$180M settlement of veterans' claims against several chemical companies, and a claims processing procedure.

Special Counsel to Counties of Nassau and Suffolk in action v. Secretary of Interior:

76 F.R.D. 469, reversed 562 F2d 1368, cert. denied 434 U.S. 1064 (1978)

Litigation against oil drilling in mid-Atlantic coastal region, based upon National Environmental Policy Act. Arranged for comprehensive expert testimony regarding oil drilling on all environmental and economic impacts in Mid-Atlantic Region. Federal District court granted injunction against project after trial, reversed on procedural grounds by Second Circuit in a major opinion defining the powers and responsibilities of the Secretary of Interior under the Outer Continental Shelf Act.

Tax Assessment Litigation:

Served as co-counsel for plaintiffs in class action by Fire Island Property Owners against the Town of Islip challenging reassessment of property. Leigh v. Assessor, Town of Islip, 96 A.D.2d 834 465 N.Y.S.2d 586. Case was settled on agreement of Town to pay \$10 million dollars to 3000 tax payers in the form of refunds and abatements in future taxes.

OTHER SPECIAL ASSIGNMENTS:

Counsel - Citizens Committee for a Fire Island National Seashore - Conceived and made major contribution to drafting of Fire Island National Seashore legislation.

Counsel - Various property owners and environmental organizations. Negotiation and transfer to Department of Interior and dedication of over 3,000 acres of wetlands and shorelines in Town of Oyster Bay for migratory bird refuge, which resulted in blocking proposed Oyster Bay-Rye Bridge.

Special Counsel - Energy Committee, Suffolk County Legislature. Public Power Study regarding replacement of Long Island Lighting Company with Long Island Power Authority.

Counsel - Citizens to Replace LILCO in drafting proposed Long Island Power Authority legislation.

Trustee - Long Island Power Authority (LIPA).

AWARDS & RECOGNITION:

"Exceptional Service in the Cause of Conservation"
American Motors Corporation Award and Citation (1968).

Holiday Magazine Award (1970) for drafting a Conservation Bill of Rights as an Amendment to the New York State Constitution.

Newsday, December 19, 1999 article "100 Who Shaped A Century."

MARTINDALE HUBBELL RATING:

Rated by Martindale Hubbell Law Directory as "V". Legal Ability Rating "A" (very high). General Recommendations Rating "V" (very high).

LEGAL PUBLICATIONS:

"Multi-Media Confrontation - The Environmentalists' Strategy for a 'No Win' Agency Proceeding", Ecology Law Quarterly, Vol. 1, No. 3, Summer, 1971.

"The National Environmental Policy Act and Technology Assessment", Lincoln Law Review, Vol. 6, No. 1, December, 1970.

"Turning Down the GNP", Environment, July-August, 1973.

"Foreword", Environmental Legislation Source Book, edited by Mary Robinson, Slve, Prager, 1976.

"The Conservation Bill of Rights: Use of Common Law and Legislation to Protect Natural and Historic Heritage".

"An Environmental Bill of Rights", The Horticultural Society of New York, June, 1967.

"Establishing Capitalization Rates in Tax Certiorari Proceedings in New York State", Article of Special Interest, p. 33, 441 N.Y.S. 2d No. 3, September 2, 1981.

"The Emerging Case for Public Power", America's Energy, edited by Robert Engler, Pantheon, 1980.

ACADEMIC WORK:

Presented lectures on Environmental Law at various universities and colleges, including City University of New York, Columbia University Law School and Hofstra University.

Adjunct Professor of Law, State University at Stony Brook (1978-1981); taught Environmental Law classes at Marine Science Research Center, 1978-79, 1981; taught course on "Law for Administrators", Department of Political Science, SUNY.

LI HUNTINGTON EDITION

L I F E

Section G

Newsday

Sunday, Dec. 19, 1999

SPECIAL ISSUE

100 Who Shaped A Century

Irving Like (1924-) Environmental Lawyer and Activist

It would be hard to know from glancing at the names of his regular corporate clients — such as R.H. Macy's and the Prudential Insurance Co. of America — that Babylon lawyer Irving Like is one of the main reasons Long Island never went nuclear.



Irving Like

His environmental

tal activism started in the 1950s, when he drafted part of the Conservation Bill of Rights protecting the Adirondacks. It ultimately was incorporated into the New York State Constitution. In the 1960s, he helped block Robert Moses' effort to stop dune erosion by building a road smack through Fire Island. Like won by helping devise a viable alternative: the Fire Island National Seashore.

But those victories were eclipsed by Like's three decades battling the Long Island Lighting Co.'s efforts to build a nuclear power plant here.

As Suffolk County's lawyer, he helped block LILCO from building two nuclear power plants in Jamesport. Representing the Lloyd Harbor Study Group, his legal efforts to show that Long Island could never be effectively evacuated in the case of a meltdown helped doom the Sheraham nuclear power plant. His push for public power helped create the Long Island Power Authority, though in the end he could not support it because its members were not elected.

If is a testament to Like's achievements that victories many would consider enough for one career — like winning a \$180 million class-action suit for veterans suing the manufacturers of Agent Orange — are just footnotes for a life of principled lawyering.

— Jordan Rau

Introduced by Legislators Romaine, Lindsay, Kennedy and Horsley LOT 2/1/11

**PROCEDURAL RESOLUTION NO. 7-2011,
APPOINTING TO LONG ISLAND POWER AUTHORITY
LEGISLATIVE OVERSIGHT COMMITTEE
(SHELDON R. SACKSTEIN)**

WHEREAS, Resolution No. 1095-2010 established a Long Island Power Authority Legislative Oversight Committee; and

WHEREAS, this Legislature is required to appoint two energy experts to this Committee; now, therefore be it

1st RESOLVED, that Sheldon R. Sackstein, of Melville, New York, is hereby appointed as an energy expert to the Long Island Power Authority Legislative Oversight Committee.

DATED:

Sheldon R. Sackstein

Certified Public Accountant

Sheldon R. Sackstein is a graduate of Hofstra University, the Managing Partner of Sackstein & Company, L.L.P., Certified Public Accountants (Melville, Long Island), and a principal of the Infinity Consulting Group, Inc. Also, a member of the American Institute of Certified Public Accountants, and the New York State Society of Certified Public Accountants.

A former chair of the New York State Society of Certified Public Accountants Administration and Continuity of Accounting Practice Committee, he is also a member of the Committee on Cooperation with Bankers and Other Credit Grantors, Estate and Personal Financial Planning Committee, a member of the Managing Partners Committee, a member of the Litigation and Support Services Committee, and the Tax Institute of C.W. Post University.

He is the current Chair of the Board and past President of Action Long Island; founding member of the Advancement for Commerce Industry & Technology V.I.P. Committee; member of New York State Long Island Committee for Jobs and Energy Independence (JEI); elected as a New York State delegate to the White House Conference on Small Business, also elected Treasurer of the New York State Delegation of the White House Conference on Small Business; patron of the U.S. Air Force Association; formerly the Long Island Task Force Chairman for United Jewish Appeal-Federation of Jewish Philanthropies; the recipient of the 1987 Americanism Award of the Anti-Defamation League of B'nai B'rith; and honored by the Long Island Association for Children with Learning Disabilities - 1990.

He was appointed to Town of Huntington Citizens Capital Budget Advisory Committee; Chair of the Town of Huntington Blue Ribbon Panel to Study Management and Executives' Salaries; Town of Huntington Study Group for the Route 110 Corridor; Chairman of the Town of Huntington Citizens Capital Budget Advisory Committee; Chair of the Town of Huntington Fiscal Advisory Commission; appointed as a member of the U.S. Small Business Administration Region II - New York Advisory Council; member of the Town of Babylon Master Plan Scoping Committee; elected to Board of Directors L.I. Transportation Management; Chairman of the Board 110 Transportation Management Association; appointed to the Board of Trustees of the Long Island Power Authority (L.I.P.A.) by Governor Mario M. Cuomo; appointed to the Long Island Expressway "Fast Lane" Advisory Group, and the LIE HOV Task Force by N.Y.S. Transportation Commissioner Franklin E. White.

Sheldon R. Sackstein

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Appointed as Chairman of the Town of Huntington Fiscal Advisory Committee; appointed to Town of Babylon Economic Development Advisory Board; appointed as the representative of Nassau County to the Long Island Economic Council, and elected to the Board of the Town of Huntington and Babylon- Route 110 Redevelopment Corporation.

He has appeared and qualified as a testimonial and valuation audit expert witness, and prepared Tax Certiorari proceedings, matrimonial and commercial actions.

Mr. Sackstein is a professional advisor to many different business entities in a broad range of industries and disciplines, and in this capacity he has been called upon for business valuation, and forensic accounting for business entities, financial institutions and governmental entities.

Mr. Sackstein has written numerous articles and been a guest speaker at many organizations, and on various radio and television programs on a wide range of subjects including business, transportation, energy, the economy, and the environment.

Introduced by Legislators Romaine, Lindsay, Kennedy and Horsley

LOT 2/1/11

**PROCEDURAL RESOLUTION NO. 8-2011,
APPOINTING TO LONG ISLAND POWER AUTHORITY
LEGISLATIVE OVERSIGHT COMMITTEE
(FRED GORMAN)**

WHEREAS, Resolution No. 1095-2010 established a Long Island Power Authority Legislative Oversight Committee; and

WHEREAS, this Legislature is required to appoint a member of a civic organization to this Committee; now, therefore, be it

1st RESOLVED, that Fred Gorman, of Nesconset, New York, is hereby appointed as a member of a civic organization to the Long Island Power Authority Legislative Oversight Committee.

DATED:

FREDERICK J. GORMAN

pro. mo. 8

Nesconset, 11767 ... E-mail

...Phones:

BIOGRAPHY ... Fred began working for Tick & company, a downtown insurance brokerage firm in 1962. He attended evening college at Pace University. While at Tick & company, his understanding of the brokerage business and people skills exceeded his years of experience and salary. Despite Fred's success, his youth made it difficult for him to obtain the salary he desired. A recruiter suggested that if he became an insurance recruiter, he could earn the income he warranted. Fred took his advice, joined Michael Craig personnel, and became their top producer within his first year of employment. Three years later, he founded Gorman Insurance Personnel Consultants Inc., a human resources company dedicated to the placement of insurance professionals. Over the next forty years Fred developed numerous professional friendships based on loyalty, integrity, and effectiveness. His unique understanding of the brokerage business and the people who work within it, has led to unmatched success in the recruiting of brokerage executives and acquisition of businesses.

Fred is married to Alexandria (Sandy) Gorman and they have been blessed with five children and six grandchildren. Sandy and Fred have resided in Smithtown for over thirty years.

CIVIC AFFILIATIONS

Wet Without Relief, Founder and spokesperson, 2007 to present (www.wetwithoutrelief.com)
Long Islanders for Educational Reform, Founder, Incorporator, 2005 to present (www.LIschooltax.com)
Long Island Energy Surveillance, Founder, Spokesperson, 2004 to present
The Sachem Community Watch, Founder, Nesconset area president, 1994 to present (www.Sachemunspun.com)
Nesconset-Sachem Civic Association, Founder, Chairman, 1992 to present (www.nesconsetcivic.com)
The Literacy Council, Member, 1994 to 2000
Empire State Taskforce for Excellence in Educational Methods, Member, 1994 to 1999
Suffolk County Legislative Lake Ronkonkoma Advisory Board, Member, 1997 to 1999
Initiative for Competitive Energy (ICE), Management committee & Smithtown petition coordinator 1998
The New York State Education Alliance, Long Island coordinator 1994 to 1996
Nesconset-Lake Grove-Ronkonkoma Post office Advisory Board, Member 1992-1994

Accomplishments

- Initiated anonymous 854-TIPS and several Block Watches leading to 36 felony drug arrest in 3 weeks
- Leading a collation of civics dedicated to resolving ground water flooding affecting 1,000 neighbors
- Leading local initiative to have Suffolk County purchase the Bavarian Inn
- Led local initiative to have Suffolk County create both Lilly Pond Park and WSC park (over 100 acres)
- Lead two Civic Associations N-SCA-378 Families & SCW 795 members
- Intervened -pro se in the matter of the Peconic Baykeeper -v - Suffolk County Legislature
- Convinced the DEC to spray Nesconset wet lands during West Nile mosquito infestation
- Partially won three appeals to the commissioner of education resulting in a stronger contingent budget
- Sued LIPA, the governor and speakers in US Supreme Court for violating a 1997 proposition in which the people voted not to permit public corporations to buy private debt or stock. Found not to have standing
- Successfully petitioned two School District initiative referendums that won voter approval
- Developed legislative support that led to new law and ended double library taxation for 1,000 taxpayers
- Lowered Nesconset-Sachem taxes \$1,200 per household by challenging equalization & re-assessment
- Convinced the US Post Office to change 2000 zip codes, increasing home values by \$50,000 to \$125,000

BUSINESS EXPERTISE & ACCOMPLISHMENTS

GORMAN INSURANCE PERSONNEL CONSULTANTS, INC.

1968 to present

PRESIDENT ... Responsibilities: Recruiting and or placing employees for insurance brokers or agents.

Finding partners for clients ♦ Selling insurance agencies ♦ Managing recruiting network ♦ Executive Recruiting