1893

Intro. Res. No. -2011 Laid on Table 10/11/2011
Introduced by Legislator Eddington

RESOLUTION NO. –2011, AMENDING THE 2011 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE INSTALLATION OF GUIDE RAILS ON CR 19 IN PATCHOGUE VILLAGE (CP 5180)

WHEREAS, the regular maintenance of and upgrades to guide rails on County roadways is a key part of the program to promote and protect the safety of motorists; and

WHEREAS, a section of CR 19 in Patchogue Village has been identified as a priority for the installation of guide rails to advance the safety of motorists in this area; and

WHEREAS, that this Legislature, by resolution of even date herewith, has authorized the issuance of $75,000 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 forty-nine (49) 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: 1755
Project Title: Infrastructure Improvements for Traffic and Public Safety and Public Health

Cost Elements	Total Estimated Cost	Current 2011 Capital Budget & Program	Revised 2011 Capital Budget & Program
3. Construction	$1,335,000	$1,410,000B	$1,335,000B
TOTAL	$1,335,000	$1,410,000	$1,335,000

Project Number:5180
Project Title: Installation of Guide Rail and Safety Upgrades at Various Locations

Cost Elements	Total Estimated Cost	Current 2011 Capital Budget & Program	Revised 2011 Capital Budget & Program
3. Construction	$920,000	$200,000B	$275,000B
TOTAL	$920,000	$200,000	$275,000

and be it further

3rd RESOLVED, that the proceeds of $75,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

Project Number	JC	Project Title	Amount
525-CAP-5180.347	50	Installation of Guide Rail and Safety Upgrades at Various Locations – Patchogue Village	$75,000

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, this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR"), the Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

T:\BRO\PatchogueVillageGuideRailsCP5180Eddington

Intro. Res. No. 1894 -2011 Laid on Table 10/11/11
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2011, APPROVING AN INCREASE OF ONE VEHICLE IN THE FLEET FOR THE SUFFOLK COUNTY SHERIFF'S OFFICE THROUGH THE FEDERAL ASSET FORFEITURE PROGRAM

WHEREAS, the Sheriff conducts operations in conjunction with multiple federal and local task forces; and

WHEREAS, pursuant to a task force case the Sheriff is entitled to an equitable share of a forfeited vehicle; and

WHEREAS, the Sheriff finds that an additional vehicle is needed to successfully conduct Sheriff's Office operations; and

WHEREAS, Chapter 186 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval of the acquisition of such vehicle, via lease or purchase, has been granted via a duly enacted Resolution of the Suffolk County Legislature; now, therefore be it

1st RESOLVED, that the County Legislature hereby authorizes the fleet of the Suffolk County Sheriff's Office to be increased by one (1) vehicle, approved pursuant to Chapter 186-2(b)(6) of the Suffolk County Code, and in accordance with or exceeding the County Vehicle Standards, for use by the Suffolk County Sheriff's Office; and be if further

2nd RESOLVED, that said vehicle shall be used for law enforcement purposes and shall be obtained at no cost to the County, utilizing Sheriff's office asset forfeiture funds.

Dated:

APPROVED BY:

_____
County Executive of Suffolk County
Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLKCOUNTYLEGISLATION

1. Type of Legislation

Resolution __X__ Local Law Charter Law

2. Title of Proposed Legislation – **Approving an increase of one vehicle in the fleet for the Suffolk County Sheriff's Office through the Federal Asset Forfeiture Program**

3. Purpose of Proposed Legislation –**See number 2 above.**

4. Will the Proposed Legislation Have a Fiscal Impact? **Yes** **No_X**

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

County **Town** **Economic Impact**

Village **School District** **Other (Specify):**

Library District **Fire District**

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

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

8. Proposed Source of Funding – **Sheriff's Office Asset Forfeiture Funds**

9. Timing of Impact - **FY 2011**

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date:
Michael P. Sharkey Chief of Staff		8/15/2011

REQUEST FOR THE INTRODUCTION OF SUFFOLKCOUNTYLEGISLATION
OFFICE OF THE COUNTYEXECUTIVE
COUNTY OF SUFFOLK

(1) Please limit this suggestion form to ONE proposal.
(2) Describe in detail the benefits and need for this resolution.
(3) Attach all pertinent backup material.

Submitting Department
(Dept. Name & Location):
Suffolk County Sheriff's Office
100 Center Drive
Riverhead, N.Y.11901-3389

Department Contact Person
(Name & Phone No.)
Chief of Staff Michael P. Sharkey
(631) 852-2220

Resolution Involves:

_X_ Appropriation
___ Technical Amendment
___ Grant Award
___ Capital Project
___New Program
___Contract (New __Rev.__)

Explanation of proposed resolution. This Resolution would give authorization to increase the fleet of the Sheriff's Office by one (1) vehicle which shall be obtained, at no cost to the County, utilizing Sheriff's Office asset forfeiture funds.

Summary of Resolution benefits. The Sheriff's Office conducts operations in conjunction with multiple federal and local task forces. Pursuant to a specific task force case, the Sheriff is entitled to an equitable share of a forfeited vehicle which can be obtained, at no cost to the County, by utilizing Sheriff's Office asset forfeiture funds.

SCIN Form 175a (1/97) Prior editions of this form are obsolete.

To: Ken Crannell, Deputy County Executive

From: Michael P. Sharkey, Chief of Staff

Date: 8/15/2011

Re: **Draft Resolution to increase the fleet of the Sheriff's Office by one vehicle at no cost to the county**

The attached draft resolution is requesting authorization to increase the fleet of the Sheriff's Office by one vehicle which shall be obtained, at no cost to the County, by utilizing Sheriff's Office asset forfeiture funds.

Copies of a draft resolution, impact statement, and introductory form are attached. An e-mail version was also sent to CE RESO REVIEW, under the titles:

"Reso-Sheriff-Increase of fleet with asset forfeiture funds";

"Backup-SHF-asset forfeiture vehicle-SCIN 175A";

"Backup-SHF-asset forfeiture vehicle-SCIN 175B"; and

"Backup SHF-asset forfeiture vehicle-Cover Letter".

Thank you for your consideration in reviewing this draft resolution.

MPS/ars

cc: Christopher Kent, Chief Deputy County Executive

Attachments

1896

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

Laid on Table 10/11/11

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW TO CLARIFY THE REGULATION OF SECOND HAND DEALERS AND PRECIOUS METALS DEALERS IN THE COUNTY OF SUFFOLK

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 CLARIFY THE REGULATION OF SECOND HAND DEALERS AND PRECIOUS METALS DEALERS IN THE COUNTY OF SUFFOLK**" 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 CLARIFY THE REGULATION OF SECOND HAND DEALERS AND PRECIOUS METALS DEALERS IN THE COUNTY OF SUFFOLK

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

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the County of Suffolk regulates the businesses of dealers in second hand articles and precious metal and gem exchanges to monitor for stolen personal property that may be sold by criminals.

This Legislature further finds and determines that the County does not regulate businesses which make short-term loans to individuals based on the value of personal property used as collateral, commonly known as pawn brokers.

This Legislature finds that failure to require pawn brokers creates a loophole criminals can use to sell the fruits of their crimes.

This Legislature determines that Chapter 345 of the SUFFOLK COUNTY CODE should be amended to explicitly include pawn brokers as businesses which must comply with the County's requirements for precious metals and gem exchanges and dealers in second hand articles.

Therefore, the purpose of this law is to amend Chapter 345 of the SUFFOLK COUNTY CODE to include collateral loan brokers within the definitions of precious metal and gem exchange and dealer in second hand articles.

Section 2. Amendments.

Chapter 345 of the SUFFOLK COUNTY CODE is hereby amended as follows:

Chapter 345, LICENSED OCCUPATIONS

****

ARTICLE IV, Precious Metal and Gem Exchanges

§ 345-35. Definitions.

****

PRECIOUS METAL AND GEM EXCHANGE – Persons engaged in the business of a "Collateral Loan Broker", as defined in Article 5 of the New York General Business Law or, in the business of sale, purchase, or exchange of precious metals and/or gems for other objects of precious metals or gems, for United States currency, bank drafts or other negotiable instruments as defined in the Uniform Commercial Code.

****

ARTICLE V, Dealers in Secondhand Articles

§ 345-47. Definitions.

****

DEALER IN SECOND HAND ARTICLES:

A. Any person corporation, partnership, Collateral Loan Broker, as defined in Article 5 of the New York General Business Law, or other entity and its employees that, as a business, transacts more than five deals in the purchase of, sale of, or transaction for a collateral loan against any of the following articles within a twelve month period:

****

Section 3. Applicability.

This law shall apply to all actions occurring on or after the effective date of this law.

Section 4. Severability.

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

Section 5. SEQRA Determination.

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

Section 6. Effective Date.

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

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

s:\laws\l-amend second hand precious metals dealers

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: **October 7, 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 CLARIFY THE REGULATION OF SECOND HAND DEALERS AND PRECIOUS METALS DEALERS IN THE COUNTY OF SUFFOLK**

SPONSOR: **LEGISLATOR ROMAINE**

DATE OF RECEIPT BY COUNSEL: 10/7/11 **PUBLIC HEARING:** 11/22/11

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

This proposed local law would amend the definitions of "Precious Metal and Gem Exchange" and "Dealer in Second Hand Articles" in Chapter 345 of the SUFFOLK COUNTY CODE to explicitly include collateral loan brokers.

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

GEORGE NOLAN
Counsel to the Legislature

GN:

s:\rule28\28-precious metals second hand dealers

1897

Intro. Res. No. -2011 Laid on Table 10/11/11
Introduced by Legislator Browning

RESOLUTION NO. -2011, ADOPTING LOCAL LAW NO. -2011, A LOCAL LAW TO EXPAND THE HARDSHIP CRITERIA FOR REAL PROPERTY REDEMPTIONS

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 EXPAND THE HARDSHIP CRITERIA FOR REAL PROPERTY REDEMPTIONS** " 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 EXPAND THE HARDSHIP CRITERIA FOR REAL PROPERTY REDEMPTIONS

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

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the County of Suffolk is authorized to take real property for unpaid taxes pursuant to the SUFFOLK COUNTY TAX ACT.

This Legislature also finds and determines that pursuant to Chapter 27 of the SUFFOLK COUNTY CODE, former owners of tax foreclosed properties who fail to redeem their properties within six months of the recording of the County tax deed must demonstrate a specified hardship in order to qualify for redemption.

This Legislature also determines that the non-payment of taxes due to the illness of an applicant or a member of the applicant's immediate family is sufficient ground for granting a redemption.

This Legislature determines that currently, the definition of "immediate family" in Chapter 27 includes the applicant's spouse, parents or children.

This Legislature also finds that this definition is unduly limiting given the frequency with which multiple generations of a family reside in one home and support one another financially during difficult economic times and in periods of serious illness.

This Legislature further finds that the definition of "immediate family" in the redemption statute should be broadened to include grandchildren residing with and receiving monetary support from their applicant grandparent.

Therefore, the purpose of this law is to amend Chapter 27 of the SUFFOLK COUNTY CODE to broaden the definition of "immediate family" to include grandchildren residing with and receiving monetary support from a grandparent seeking redemption of their property due to the grandchild's illness.

Section 2. Amendments.

Chapter 27 of the SUFFOLK COUNTY CODE is hereby amended as follows:

Chapter 27, CONVEYANCE OF REAL PROPERTY

****

§ 27-2. Definitions.

****

IMMEDIATE FAMILY -- Spouse, issue, [or] parent, or a grandchild residing with and receiving monetary support from the applicant. "Issue" shall include adopted children.

****

Section 3. Applicability.

This law shall apply to all applications submitted on or after the effective date of this law.

Section 4. Severability.

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

Section 5. SEQRA Determination.

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

Section 6. Effective Date.

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

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

s:\laws\l-expand definition immediate family 215 redemptions

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: October 7, 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 EXPAND THE HARDSHIP CRITERIA FOR REAL PROPERTY REDEMPTIONS

SPONSOR: LEGISLATOR BROWNING

DATE OF RECEIPT BY COUNSEL: 10/7/11 **PUBLIC HEARING:** 11/22/11

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

This proposed local law would amend Chapter 27 of the SUFFOLK COUNTY CODE to expand the definition of "immediate family" for real property redemptions to include grandchildren residing with and receiving monetary support from an applicant.

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

GEORGE NOLAN
Counsel to the Legislature

GN:

s:\rule28\28-expand definition immediate family redemptions

Intro. Res. No. 1898 - 2011 Laid on Table 10/11/2011
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. - 2011 AUTHORIZING A LEASE AGREEMENT WITH VILLAGE MARINE OF WESTHAMPTON LTD. D/B/A SOUTH SHORE BOATS FOR USE OF PROPERTY AT FRANCIS S. GABRESKI AIRPORT

WHEREAS: Suffolk County owns and through its Department of Economic Development and Workforce Housing operates and maintains Francis S. Gabreski Airport in Westhampton; and

WHEREAS: Village Marine of Westhampton Ltd. d/b/a South Shore Boats has submitted an application to renew their lease of approximately 2 acres of property for the purpose of operating a boat storage facility; and

WHEREAS: this project is in compliance with the adopted 1990 Airport Master Plan Update, the 2008 Airport Master Plan Draft Update, the 1995 Central Pine Barrens Comprehensive Land Use Plan, the 1992 Long Island Comprehensive Special Groundwater Protection Area Plan, the 1999 Town of Southampton Comprehensive Update Implementation Strategies Plan and the Town of Southampton Aquifer Protection Overlay District requirements; and

WHEREAS: through Executive Order 26-2006 the County Executive created the Airport Conservation and Assessment Panel (ACAP), comprised mostly of local community group representatives, to evaluate applications for proposed leases, lease renewals, lease extensions, lease modifications and licenses and to issue formal recommendations to the County Executive, the CEQ and the County Legislature; and

WHEREAS: the Airport Conservation and Assessment Panel reviewed the proposed development and recommends that the lease be approved as noted in the Panel's written recommendations attached as Exhibit A; and

WHEREAS: the lease agreement, for 3 years at an initial annual lease rate of $14,400, is submitted for legislative consideration; now therefore be it

1st RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency hereby finds and determines that the adoption of this resolution constitutes a Type II Action pursuant to Title 6 NYCRR Part 617.5(C)(20)&(27) as this legislative decision involves routine or continuing agency administration and management, not including new programs or a major re-ordering of priorities. As such, this Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that the County Executive or his designee, is authorized to execute a lease agreement for the use of the above described property between Village Marie of Westhampton Ltd. d/b/a South Shore Boats and the County of Suffolk, in substantial accordance with the agreement annexed as Exhibit B.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

MEMORANDUM

TO: Brendan Chamberlain, Intergovernmental Relations Director
Office of the County Executive

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

DATE: September 23, 2011

SUBJECT: **RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH VILLAGE MARINE OF WESTHAMPTON LTD. D/B/A SOUTH SHORE BOATS FOR USE OF PROPERTY AT FRANCIS S. GABRESKI AIRPORT**

****

The Department of Economic Development and Workforce Housing, requests the submittal of the attached resolution authorizing the lease of airport property to Village Marine of Westhampton Ltd. d/b/a South Shore Boats for the purpose of dry boat storage.

Attached please find the draft resolution, signed lease agreement, written comments from the Airport Conservation and Assessment Panel (ACAP), and the required SCIN 175a and 175b. Electronic copies have been filed as required.

Thank you.

CEF/kmb
Attachments

cc: Connie Corso, Deputy County Executive for Finance
Eric A. Kopp, Assistant Deputy County Executive
Yves R. Michel, Commissioner
Anthony Ceglio, Francis S. Gabreski Airport Manager

Steve Levy
Suffolk County Executive
Yves R. Michel
Commissioner

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law

2. Title of Proposed Legislation
RESOLUTION AUTHORIZING A LEASE OF AIRPORT PROPERTY TO VILLAGE MARINEOF WESTHAMPTON. D/B/A SOUTH SHORE BOATS

3. Purpose of Proposed Legislation: Leasing of 2 acres at Francis S. Gabreski Airport for boat storage.

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

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

County **Town** **Economic Impact**

Village **School District** **Other (Specify):**

Library District **Fire District**

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact
3 Year Lease Revenue:
Year 1: $14,400
Year 2: $14,760
Year 3: $15,129

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

8. Proposed Source of Funding

9. Timing of Impact - **FY 2011-2013**

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date:
Neil Toomb Intergovernmental Relations Coordinator	Neil Toomb	10/5/11

FINANCIAL IMPACT
2010 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

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

To be completed by the Executive Budget Office

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

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

Submitting Department (Dept. Name & Location):	Department Contact Person (Name & Phone No.):
Department of Economic Development and Workforce Housing H. Lee Dennison Bldg. - 2nd Floor Hauppauge	Carolyn Fahey Intergovernmental Relations Coordinator 853-4833

Suggestion Involves:

Technical Amendment_____

Grant Award _____

New Program _____

Contract: New _____Rev. _____

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

AUTHORIZING A LEASE AGREEMENT WITH VILLAGE MARINE OF WESTHAMPTON LTD. D/B/A SOUTH SHORE BOATS FOR USE OF PROPERTY AT FRANCIS S. GABRESKI AIRPORT

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

SCIN Form 175a

file

MEMORANDUM

TO: Brendan Chamberlain, Intergovernmental Relations Director
Office of the County Executive

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

DATE: September 23, 2011

SUBJECT: **RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH VILLAGE MARINE OF WESTHAMPTON LTD. D/B/A SOUTH SHORE BOATS FOR USE OF PROPERTY AT FRANCIS S. GABRESKI AIRPORT**

****

The Department of Economic Development and Workforce Housing, requests the submittal of the attached resolution authorizing the lease of airport property to Village Marine of Westhampton Ltd. d/b/a South Shore Boats for the purpose of dry boat storage.

Attached please find the draft resolution, signed lease agreement, written comments from the Airport Conservation and Assessment Panel (ACAP), and the required SCIN 175a and 175b. Electronic copies have been filed as required.

Thank you.

CEF/kmb
Attachments

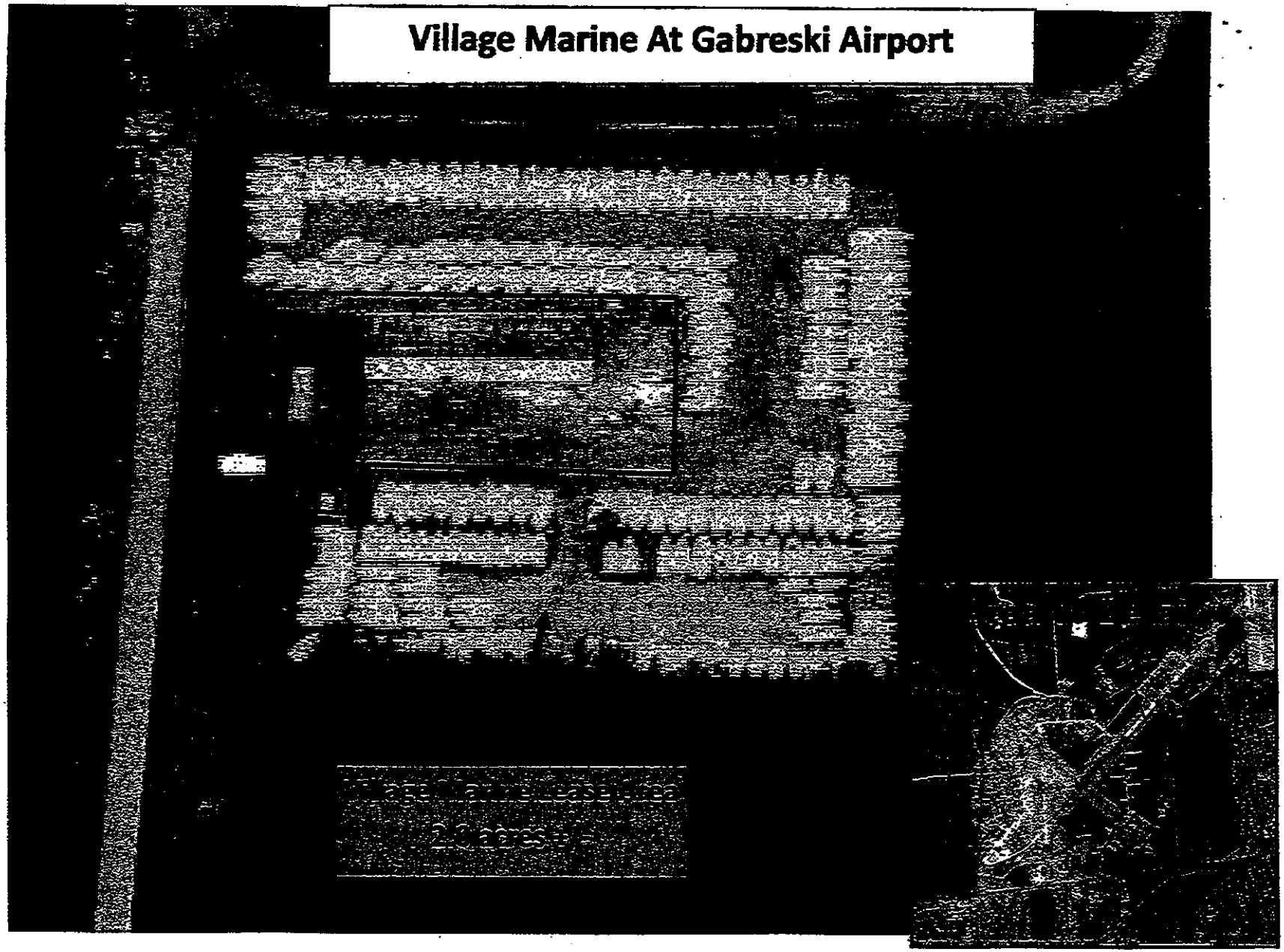
cc: Connie Corso, Deputy County Executive for Finance
Eric A. Kopp, Assistant Deputy County Executive
Yves R. Michel, Commissioner
Anthony Ceglio, Francis S. Gabreski Airport Manager

Steve Levy
Suffolk County Executive
Yves R. Michel
Commissioner

EXHIBIT A

LOCATION OF PROPERTY

Village Marine At Gabreski Airport



Additional back-up material regarding IR 1898 is on file in the

Legislative Clerk's Office, Hauppauge.

1898

EXHIBIT B
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. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of this Agreement, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Agreement.

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, non-intimidation 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 "Non=responsible 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. **Chemicals, Fungicides, Herbicides and Pesticides**

All chemicals, fungicides, herbicides and pesticides (if any) applied to the Space shall be approved by the Commissioner of prior to use. TENANT shall comply with Suffolk County Code Chapter 380 (Pest Control) and any other applicable federal, state, and local laws. TENANT shall apply for any necessary exemptions from Suffolk County Code Chapter 380. All notice and reporting requirements shall be adhered to.

TENANT shall comply with all Federal, State and local laws, rules, regulations, codes and ordinances in the performance of this Agreement and shall obtain, pay for, and comply with any conditions contained in any permits, approvals and renewals thereof which are required to be obtained in the legal performance of this Agreement. Such laws and regulations include, but are not limited to:

> Suffolk County Code Chapter 380 (Pest Control) and any other County policies relating to pesticides.

11 **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>**. Click on **"Laws of Suffolk County"** under **"Suffolk County Links."**

EXHIBIT A

Airport Conservation and Assessment Panel
Report of June 1, 2011 Meeting

Village Marine Lease

Airport Conservation and Assessment Panel Background:

On May 9, 2006, Suffolk County Executive Order No. 26-2006 created the Airport Conservation and Assessment Panel (ACAP). The panel is charged with evaluating applications for leases, lease renewals, extensions and modifications, licenses, and issuing recommendations to the County Legislature, the CEQ and County Executive on the environmental, economic and community impacts of a lease or license application at Gabreski Airport and to report it's advisory findings and recommendations to the above parties.

The scope of the ACAP review shall be limited to assessing applications and proposals for the environmental compatibility and economic benefit to the people of the County of Suffolk and are in the public interest as a support, advance, or enhancement of a specifically articulated public policy objective.

A meeting of ACAP was held on June 1, 2011 to review a lease for Village Marine which is a new lease for existing tenant. Approximately 2.0 acres of land on the airport's east side for winter boat storage. Original lease executed with the County in 1984. They have requested another three year lease plus three year option. They are a tenant in good standing and there are no changes to the proposed lease in this renewal application

Summary of SEQRA Recommendations/ACAP Findings:

Based on our assessment of the rules governing the implementation of SEQRA, we find the subject application to be Type II Action Pursuant to Title 6 NYCRR Part 617.5(c) (26) - License, lease, and permit renewals or transfers of ownership thereof, where there will be no material change in permit conditions or scope of permitted activities.

Other Recommendations:

- There is no objection to the approval of this application.

LEASE EXHIBIT B

FRANCIS S. GABRESKI

LEASE AGREEMENT

BETWEEN

COUNTY OF SUFFOLK

and

VILLAGE MARINE OF WESTHAMPTON LTD
D/B/A South Shore Boats

Date: _____, 2011

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**") made as of the ___ day of _____, 2011, between VILLAGE MARINE OF WESTHAMPTON LTD, D/B/A South Shore Boats, Library Avenue, Westhampton Beach, New York 11978, (hereinafter "**TENANT**"), and the **COUNTY OF SUFFOLK** ("**County**"), a municipal corporation of the State of New York, having its principal office at the County Center in Riverhead, New York, 11901, acting through its duly constituted **DEPARTMENT OF ECONOMIC DEVELOPMENT AND WORKFORCE HOUSING, AVIATION DIVISION** ("**Department**"), located at Francis S. Gabreski Airport, Westhampton Beach, New York, 11978.

1. DESCRIPTION

Section 1.01 In consideration of the terms, conditions and covenants contained in this Lease, County grants to TENANT, and TENANT hereby accepts from County, the lease of approximately 2.0 acres of land on East Perimeter Road, Gabreski Airport, Westhampton Beach, NY 11978, and related facilities, improvements, and permanent installations constructed and installed or to be constructed and installed therein, thereon, or hereunder in accordance with this Lease and as further identified in the legal description attached hereto and made a part hereof as **Exhibit A**.

The property and any improvements (existing or to be constructed), appurtenances appertaining to the property, and the rights, easements, and privileges granted TENANT hereunder are collectively referred to as the "**Premises**."

Section 1.02 TENANT accepts the entire Space in its "as is" physical condition without any representation or warranty, expressed or implied, by the COUNTY as to any condition thereof, apparent or unknown, or as to the use or occupancy which may be made thereof under any existing or future law, rule, regulation, or ordinance.

2. PURPOSE

Section 2.01 The parties hereto acknowledge that COUNTY is a municipal corporation and is entering into and executing this Lease by virtue of the authority of Resolution No. _____-2011 of the Suffolk County Legislature, 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 TENANT has examined the Resolution and is fully aware of the intended purpose thereof.

Section 2.02 In accordance with applicable federal, state and local laws, rules and regulations, TENANT shall use and occupy the Premises for the following purposes only and for no other purpose whatsoever, including boat repair or maintenance:

(1) Storing Boats.

3. TERM

Section 3.01 The term of this Lease (the "**Term**") and TENANT's obligation to pay rent shall commence upon final execution of the signature page by all parties (the "**Commencement Date**"). The Term shall expire at 5:00 p.m. on the last day of the month which is thirty-six (36) months after the Commencement Date (the "**Expiration Date**"), or on such earlier date that 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" shall mean any day except a Saturday, a Sunday or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Section 3.02 TENANT, provided it is not in default of any of the terms of this Lease, shall have the option to renew this Lease for one additional three (3) year period (subject to approval of the Federal Aviation Administration), commencing upon the expiration of the initial term ("**Option**"). Said Option shall be exercised upon TENANT notifying the COUNTY, in writing, by registered or certified mail, return receipt requested no less than one hundred eighty (180) days prior to the expiration of the then current term of its intention to exercise the Option. All of the terms and conditions of this Lease, other than Annual Rent, shall apply to the Option. If TENANT fails to notify COUNTY of its intent in accordance herewith, the Option shall be thereupon terminated. COUNTY shall be under no obligation to send any notice to the TENANT regarding its obligation to notify the COUNTY of its intent to exercise said Option.

4. RENT AND SECURITY

Section 4.01 "**Annual Rent**" for the Premises for the first year of the Lease Term shall be $14,400.00 per year, payable by TENANT to COUNTY at COUNTY's address set forth herein, or at such other place designated by COUNTY in writing, in equal monthly installments of $1,200.00 for each calendar month during the Term by the tenth (10th) day of the month, with partial months prorated. Commencing on the first anniversary date of the Commencement Date, and on each anniversary date thereafter, Annual Rent shall increase by two and one half percent (2.5%) over the Annual Rent in the preceding year.

Section 4.02 Annual Rent shall be adjusted in the first year of the Option period to an amount equal to the Annual Rent in effect the immediately preceding year, plus any cost of living adjustment greater than seven and one-half percent (7.5%) for the original three-year term, plus 2.5%. If the cost of living index for the original three-year term does not exceed 7.5% as measured by the Consumer Price Index (hereinafter called the "Index") applicable for Suffolk County, New York, for all items of the Bureau of Labor Statistics of the United States Department of Labor, Annual Rent for the first year of the Option period shall be increased by two and one-half (2.5%) over the prior year's annual rent. Thereafter, Annual Rent during the Option Term shall increase by 2.5% over the Annual Rent in the preceding year.

Section 4.03 COUNTY acknowledges that, upon commencement of the initial lease term, County received from TENANT a deposit in the amount of $508.00, representing security payment for the Premises, for rent and performance by TENANT and all other obligations under this Lease. The security deposit, less any monies due the COUNTY by reason of violation of the terms of this Lease by the TENANT shall be returned to the TENANT at the termination of the Lease, or any extensions thereof, together with such interest, if any, as shall have accrued thereon.

Section 4.04 TENANT shall pay all rent without set-off, abatement, deductions, defense or claims, except as specifically set forth herein, to COUNTY at COUNTY's address set forth herein or at such other place as COUNTY may designate in writing, in lawful currency of the United States of America.

Section 4.05 TENANT shall be liable for a penalty of one and one half percent (1.5%) per month for any part of the Rent required to be paid to COUNTY hereunder not paid within fifteen (15) days of the date it is due. In addition to the overdue rent, such penalty shall accrue on the unpaid balance, which includes any previously accrued and unpaid penalties and fees, until said unpaid balance is liquidated. For any payment which is less

than a full month late, the penalty shall be assessed at the rate of five one hundredths of one percent (.05%) per day.

Section 4.06 Each late charge shall be payable immediately upon demand made at any time therefore by COUNTY. No acceptance by COUNTY of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of COUNTY to payment of any late charge or late charges payable under the provisions of this **Section 4** with respect to such unpaid amount. Each late charge shall be and become additional fees, recoverable by COUNTY in the same manner and with like remedies as if it were originally a part of the Rent payable hereunder. Nothing in this **Section 4** is intended to or shall be deemed to affect, alter, modify or diminish in any way (i) any rights of COUNTY under this Lease, including without limitation, County's rights set forth in **Section 18** of this Lease or (ii) any obligations of TENANT under this Lease. In the event that any late charge imposed pursuant to this **Section 4** shall exceed a legal maximum, such late charge payable under this Lease shall be payable instead at such legal maximum.

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 "Additional Rent" and shall be payable by TENANT to COUNTY within thirty (30) days after COUNTY gives TENANT written notice that such payment is due. COUNTY shall have the same rights against TENANT for default in the payment of Additional Rent as for default in the payment of Annual Rent.

5. TAXES

Section 5.01 TENANT agrees to pay as Additional Rent, within ten (10) days of receipt of notice from COUNTY, any "**Real Estate Taxes**" or other payments in lieu of taxes, "PILOTS", levied against TENANT'S occupancy or use of the Premises or any improvements placed thereon as a result of TENANT'S occupancy or use for other than public purposes. Any challenge to any assessment or tax shall be the obligation of TENANT and COUNTY'S responsibility shall be limited to sending to TENANT copies of any notice of assessment or tax bill actually received by COUNTY. In the event any tax paid by TENANT shall be refunded to COUNTY, the same shall be credited against Annual Rent installment next due.

The term "**Real Estate Taxes**" shall mean and be deemed to include all real estate taxes, assessments, county taxes, transit taxes or any other governmental charge of a similar nature whether general, special, ordinary or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever including without limitation assessments for public improvements or benefits. If, due to a change in the method of taxation, any franchise, income, profit, sales, rental, use and occupancy or other tax shall be substituted for or levied against the COUNTY or any owner of the building and/or the land in lieu of Real Estate Taxes hereinabove defined, upon or with respect to the building or the land, such tax shall be included in the term "Real Estate Taxes". Nothing contained herein shall be construed to include as "Real Estate Taxes" any inheritance, estate, succession, transfer, gift franchise, corporation, income or profit tax or capital levy that is or may be imposed upon COUNTY.

6. UTILITIES

Section 6.01 In the event utilities are not presently available at the site, TENANT agrees that the installation of any utilities for its use shall be at TENANT's sole cost and expense and that TENANT shall assume and be responsible to pay for any utilities services, including the connections thereto, used by it with respect to its operations under this Lease.

Section 6.02 COUNTY shall have no liability to TENANT for any loss, damage or expense sustained or incurred by reason of any change, failure, inadequacy, unsuitability or defect in the supply or character of the

utilities furnished to the Premises or if the quantity or character of the utilities are no longer available or suitable for TENANT's requirements. The provisions of this section shall survive the expiration of this Lease.

Section 6.03 In the event utility service is sub-metered, TENANT shall be responsible for payment of the actual cost as billed to the COUNTY, net of any credits, abatements or incentives.

Section 6.04 Tenant will be responsible for the maintenance and repair of all utility service lines placed on the Leased Premises and used by the TENANT exclusively.

7. USE OF THE PREMISES

Section 7.01 TENANT may use the Premises to store boats in accordance with and subject to the terms of this Lease.

Section 7.02 TENANT's use of the Premises shall be subject to, and in accordance with, in all material respects, all rules, regulations, laws, ordinances, statutes, and requirements of all Governmental Authorities, including the American Disabilities Act , and the requirements of any fire insurance rating organization and all insurance companies writing policies covering the Premises or any part or parts thereof and any Fire Insurance Rating Organization, Board of Fire Underwriters and/or similar bodies having jurisdiction thereof, whether the same now are in force or at any time in the future may be passed, adopted, enacted, or directed (collectively, "**Requirements**").

For purposes of the Lease, "**Governmental Authority**" shall mean, the United States of America, the State of New York, the County of Suffolk, and any other city, state, municipality, village, county, town, department, board or instrumentality of any and/or all of the foregoing, or any quasi-governmental authority, now existing or hereafter created, and any officer thereof, having jurisdiction over the Building.

Section 7.03 TENANT shall pay all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of or be imposed because of the failure of TENANT to comply with *Section 7.02* and shall indemnify and save COUNTY harmless against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands because of TENANT's failure to comply with the foregoing, and TENANT shall not call upon COUNTY for any disbursement or outlay whatsoever in connection therewith, and hereby expressly releases and discharges COUNTY, its officers, employees, agents, servants, and contractors of and from any liability therefore . TENANT, at its sole cost and expense, may, by appropriate legal proceedings conducted in good faith and with due diligence, contest the amount or validity or application, in whole or in part, of any Requirement, provided that if a lien is filed against the Premises by reason of any failure of TENANT to comply with such Requirement pending such contest, TENANT shall have furnished such security, if any, as may be required in the proceedings or which will discharge such lien (by substitution or otherwise) against the Premises, or is otherwise reasonably satisfactory to COUNTY.

Section 7.04 TENANT will not suffer any act to be done or condition to exist on the Premises, or any part thereof, or any article to be brought thereon which may be dangerous unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private.

Section 7.05 TENANT shall not suffer or permit the Premises or any portion thereof to be used by the public as such, without restriction or in such manner as might reasonably tend to impair the interest of COUNTY in the Premises or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Premises or any portion thereof.

Section 7.06 TENANT agrees not to permit the accumulation (unless concealed in appropriate containers) or burning of any rubbish or garbage in, on or about any part of the Premises. TENANT shall cause and pay for all garbage and rubbish to be collected or disposed of from the Premises.

8. NO WARRANTIES BY COUNTY

Section 8.01 TENANT acknowledges that TENANT is leasing the Premises "AS IS" and COUNTY shall not be required to perform any work or furnish any materials in connection with the Premises

Section 8.02 Except as otherwise set forth in this Lease, (i) COUNTY makes no warranty of any kind or nature, express, implied or otherwise, or any representations or covenants of any kind or nature in connection with the conditions of the Premises or any part thereof, and (ii) COUNTY shall not be liable for any latent or patent defects therein or be obliged in any way whatsoever to correct or repair any such latent or patent defects.

Section 8.03 Except as may be otherwise expressly provided in the Lease, COUNTY shall not be obligated to provide any services to TENANT.

9. CARE AND REPAIR OF PREMISES

Section 9.01 It shall be TENANT'S sole obligation to take good care of the Premises and make and be responsible for any and all repairs, maintenance, replacements or renovations required. TENANT shall perform any work required to accommodate the needs of TENANT. All work is to be conducted in a good and workmanlike manner, in accordance with Section 14 below, at TENANT's sole cost and expense. Such repairs and replacements, ordinary as well as extraordinary, shall be made promptly as and when necessary. All repairs and replacements shall be of good workmanship and of quality and class at least equal to the original work or equal to the subsequently renovated and improved work.

Section 9.02 On default of TENANT in making such repairs or replacements, upon ten (10) days written Notice to TENANT, COUNTY may, but shall not be required, to make such repairs and replacements for TENANT's account. The expenses thereof shall be a cost to TENANT, payable in accordance with *Section 4.07* above.

Section 9.03 TENANT agrees to perform maintenance and make repairs and replacements in any case where County , in its reasonable judgment,, determines that it is necessary to do so in order to preserve the safety of the Leased Premises, or to correct any condition which reasonably could cause injuries or damages to persons or property.

10. RIGHTS OF ENTRY RESERVED

Section 10.01 The COUNTY, by its officers, employees, agents, representatives and contractors shall have the right at any reasonable time to enter upon the Premises for the purpose of inspecting the same, for observing the performance by TENANT of its obligations under this Agreement and for the doing of any act or thing which the COUNTY may be obligated or have the right to do under this Agreement, or otherwise. In the event of a question of a contractor's authority to enter upon the Premises, TENANT shall contact the COUNTY. Nothing in this *Section 10.01* shall be construed to create a duty on the COUNTY to inspect the Premises.

Section 10.02 Without limiting the generality of the foregoing, the COUNTY by its officers, employees, agents, representatives and contractors and by the employees, agents, representatives and contractors of any furnisher of utility services in the vicinity, shall have the right, for its own benefit, for the benefit of TENANT, or for the benefit of others at the Airport, to maintain existing and future utilities systems or portions thereof on

the Premises, including therein, without limitation thereto, systems for the supply of heat, water, gas, fuel, electricity and for the furnishing of fire-alarm, fire-protection, sprinkler, sewerage, drainage, telegraph and telephone services; including all lines, pipes, mains, wires, conduits and equipment connected with or appurtenant to such systems, and to enter upon the Premises at all reasonable times to make such repairs, replacements or alterations as may, in the opinion of the COUNTY, be deemed necessary or advisable and, from time to time, to construct or install over, in or under the Premises new systems or parts thereof, including lines, pipes, mains, wires, conduits and equipment; provided, however, that in the exercise of such rights of repair, alteration or new construction the COUNTY shall not unreasonably interfere with the use and occupancy of the Premises by TENANT.

Section 10.03 The COUNTY shall, as an additional remedy, upon the giving of a Notice of Termination as provided in **Section 18** below, have the right to re-enter the Premises and every part thereof upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry or regaining or resumption of possession, however, shall not in any manner affect, alter or diminish any of the obligations of TENANT under this Lease, and shall in no event constitute an acceptance of surrender.

Section 10.04 The exercise of any or all of the foregoing rights by the COUNTY or others shall not be or be construed to be an eviction of TENANT nor be made the grounds for any abatement of rent, nor any claim or demand for damages, consequential or otherwise.

Section 10.05 Nothing in this **Section 10** shall impose or shall be construed to impose upon the COUNTY any obligation so to construct or maintain or to make repairs, replacements, alterations or additions, nor shall it create any liability for any failure so to do.

11. LIENS

Section 11.01 In the event it is permissible for any mechanics' or other liens to be filed against any portion of the Premises by reason of TENANT's acts or omissions or because of a claim against TENANT, TENANT shall cause the same to be cancelled or discharged of record by bond or otherwise within ninety (90) days after notice from COUNTY. If TENANT shall fail to cancel or discharge said lien or liens within said 90-day period, COUNTY may cancel or discharge the same and upon COUNTY's demand, TENANT shall reimburse COUNTY for all costs incurred in canceling or discharging such liens together with an administrative fee equal to 5% of all such costs, such reimbursement to be paid as Additional Rent.

12. PREVAILING WAGE

Section 12.01 TENANT agrees to comply with the prevailing wage requirements of Section 220 of the Labor Law in connection with any Alterations, defined at **Section 14** below, including, but not limited to, the building, land, parking lot, and all other portions of the Premises.

Section 12.02 No person performing, aiding in, or assisting in TENANT's construction of any Alterations, defined below at *Section 14.01*, shall be paid less than the said prevailing rates as defined and utilized under Section 220 of the Labor Law.

Section 12.03 TENANT, its contractors, and subcontractors shall file transcripts of original payrolls for the construction of any Alterations under this Lease, with the Department, within ten (10) days after its first payroll, and every thirty days thereafter, said payroll transcripts to be subscribed and affirmed as true under penalty of perjury. TENANT, its contractors and subcontractors, shall keep their books open for inspection by representatives of the Suffolk County Department of Audit and Control and/or its representatives, including the Office of the District Attorney, on a monthly basis during the construction of the Alterations, to ensure that

TENANT, its contractors and subcontractors are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to TENANT, its contractors and/or subcontractors prior to the inspection.

Section 12.04 TENANT agrees that it shall include clauses in all of its agreements with its contractors and subcontractors for the construction of any Alterations stating that: (i) said contractors and subcontractors shall pay prevailing wages, as agreed to in this Lease between County of Suffolk and TENANT; (ii) said contractors and subcontractors shall file transcripts of original payrolls for all work performed in connection with the construction and preparation of the Improvements under this Lease with the Department within ten (10) days after its first payroll, and every thirty days thereafter, said transcripts to be subscribed and affirmed as true under penalty of perjury and (iii) TENANT, its contractors, and subcontractors shall keep their books open for inspection by representatives of the Suffolk County Department of Audit and Control and/or its representatives, including the Office of the District Attorney, on a monthly basis during the construction of the Alterations to ensure that TENANT, its contractors and subcontractors are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to TENANT, its contractors and/or subcontractors prior to the inspection.

Section 12.05 During the construction of any Alterations, TENANT shall maintain at the job site, and with County Department of Labor, a copy of all payrolls or transcripts thereof as would be required to be maintained pursuant to Section 220 of the New York Labor Law.

Section 12.06 During the construction of any Alterations, TENANT shall provide to County employment attendance sheets for all employees, including employees of subcontractors, for each day on which work is performed on the site, upon a form reasonably acceptable to County, containing such information as the Commissioner of the Department of Labor reasonably deems appropriate, including job classification, hours of employment, wage rate and supplements payable, and employer.

13. 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 the **Exhibit B** entitled "Suffolk County Legislative Requirements." In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

14. ALTERATIONS

Section 14.01 TENANT shall not make any renovations or "**Alterations**," meaning any alterations, installations, improvements, additions, renovations or physical changes made by TENANT to the Premises or any part or portion thereof of the Premises, without the prior written approval of COUNTY. TENANT shall, before making any Alterations, at its expense, obtain all permits, approvals and certificates required by any "**Legal Requirement**" or Governmental Authority any (upon completion) certificates of final approval thereof and shall promptly deliver to COUNTY duplicates of all such permits, approvals and certificates. TENANT agrees to carry, and to cause TENANT's contractors and sub-contractors to carry such insurance as set forth under *Section 16* hereunder.

For the purposes of this Lease, the term "**Legal Requirements**" shall mean laws, statutes and ordinances (including building codes and zoning regulations and ordinances) and the orders, rules, regulations, directives

and requirements of all federal, state, county, city and borough departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or of any official thereof, or of any other governmental, public or quasi-public authority, whether now or hereafter in force, and all requirements, obligations and conditions of all instruments of record which may be applicable to the Premises or any part thereof or the sidewalks, curbs, or areas adjacent thereto. Any work previously done by TENANT during their occupancy of the Premises was done in conformity with all Legal Requirements.

Section 14.02 Any Alterations made by TENANT shall be complete and erected wholly within the boundary lines of the Premises and shall be and become a part of the Premises under this Lease. Any Alterations shall be made and performed in a good and workman like manner and shall be in compliance with all Legal Requirements. TENANT agrees that all Alterations shall be promptly commenced and completed and shall be performed so as not to unreasonably delay, hinder or interfere with COUNTY's management, or operations of Gabreski Airport or the Industrial Park.

Section 14.03 All Alterations and/or improvements made by the TENANT to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of the COUNTY upon installation, as part of the Premises and shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of this Lease, in which event, the same shall be removed from the Premises by TENANT at TENANT's cost and expense. Nothing in this section shall be construed to give COUNTY title to or to prevent TENANT's removal of trade fixtures, moveable office furniture, equipment and other personal property. TENANT shall, at TENANT's sole cost and expense, remove all of the TENANT's personal property and those improvements made by the TENANT which have not become the property of the COUNTY and surrender the Premises in a broom-clean condition, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse of neglect by TENANT or TENANT'S agents, servants, or visitors excepted. COUNTY is under no obligation to repair, rebuild or replace any real and/or personal property in the event of loss.

15. NEGATIVE COVENANTS

Section 15.01 TENANT shall not use, occupy, maintain or operate the Premises, nor suffer or permit the Premises or any part thereof to be used, occupied, maintained or operated, nor bring into or keep at the Premises, nor suffer or permit anything to be brought into or kept therein, which would in any way (a) violate any term, covenant or condition of this Lease; (b) violate any restrictive covenant, operating covenant, encumbrance or easement affecting the Premises; (c) violate any Legal Requirements; (d) make void or voidable any insurance policy then in force with respect to the Premises or make any such insurance unobtainable or increase the rate of any insurance with respect to the Premises; (e) cause physical damage to the Premises or any part thereof; (f) permit the excess accumulation of waste or refuse matter; (g) constitute a public or private nuisance; (h) not conform to all applicable federal, state and local laws and regulations regulating toxic waste and discharge, including, but not limited to, Articles VII and XII of the Suffolk County Sanitary Code.

Section 15.02 TENANT shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein.

Section 15.03 TENANT shall not, without COUNTY'S written consent: (a) do or suffer anything to be done on the Premises which will increase the rate of fire insurance on the building, (b) permit the creation or imposition of any liens or encumbrances upon the Premises except as expressly permitted herein.

16. IDEMNITY AND INSURANCE

Section 16.01 TENANT shall indemnify and hold harmless the County of Suffolk, the COUNTY's officers agents, employees or any other person against all claims, expenses (including attorney's fees), losses and liabilities of whatsoever nature by reason of the liability imposed by law upon the COUNTY, except in cases of County's sole negligence, for damage because of bodily injury, including death at any time resulting there from or sustained by any person or persons, or on account of damage to property arising out of or in consequence of this Lease, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the COUNTY, its employees or agents or any other person. TENANT shall keep in full force and effect Commercial General Liability Insurance, including contractual coverage, in accordance with the provisions of *Section 16.04*.

Section 16.02 The risk of loss or destruction from any peril to the furniture, fixtures, equipment of other personal property of TENANT while on the Premises shall be borne by the TENANT. It is further understood that the TENANT waives any right to subrogation against the COUNTY for loss or destruction or from any period to the furniture, fixtures, equipment or other personal property of the TENANT while on the said Premises except in cases due to any active or passive negligence of the County, its employees, officers and agents.

Section 16.03 If all or any part of the Premises is destroyed by fire or other casualty, the County shall have no obligation to restore the Premises. In such event, TENANT may elect to terminate this Lease.

Section 16.04 TENANT further agrees to procure, pay the entire premium for, and maintain throughout the term of this Lease insurance in amounts and types specified by the COUNTY. Unless otherwise required by the COUNTY, in writing, such insurance will be as follows:

i. Commercial General Liability insurance in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage.

ii. Workers Compensation and Employer's Liability Insurance in compliance with all applicable New York State laws and regulations and Disability Benefits Insurance if required by law. TENANT shall furnished to COUNTY, prior to its execution of this Lease, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§ 57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law, § 108, this Lease shall be void and of no effect unless TENANT shall provide and maintain coverage during the term of this Lease for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iii. Automobile Liability Insurance (if any vehicles are used by the TENANT in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars ($500,000) per person, per accident for bodily injury and not less than One Hundred Thousand Dollars ($100,000) for property damage per occurrence.

Section 16.05 Any contractors and subcontractors who may at any time be involved with construction or reconstruction of the Premises on behalf of TENANT shall be required to procure and maintain throughout the term of construction insurance in the amounts and types specified in *Section 16.04*. TENANT must provide insurance, prior to construction, for any and all contractors including but not limited to, sub-contractors engaged by it for the Construction Work.

Section 16.06 All insurance required by this agreement shall be maintained with insurance underwriters authorized to do business in the State of New York with an A.M. Best Rating of A- or better.

Section 16.07 TENANT shall furnish COUNTY Declaration Pages for each such policy of insurance, and, upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the County of Suffolk shall be named as an additional insured and TENANT shall furnish a Declaration Page and endorsement page evidencing the COUNTY's status as an additional insured on said policy.

Section 16.08 All such Declaration Pages, certificate, and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in said policy.

Section 16.09 In the event that any of the insurance required by this agreement ceases to be in full force and effect, TENANT agrees to cease all operations covered by the terms of this Lease.

Section 16.10 COUNTY shall not be obligated to maintain insurance for loss from fire or other peril causing damage or destruction to the real property of the COUNTY or to rebuild in the event of a partial or complete loss at the Premises. In the event of such a loss, this Lease shall terminate unless TENANT shall promptly restore the Premises. Rent shall in any event abate for the period the Premises are uninhabitable. TENANT may at its option obtain fire and other peril insurance for said Premises. Such insurance shall name COUNTY as an additional insured and shall contain a waiver of subrogation against COUNTY.

17. SIGNS

Section 17.01 TENANT shall not, without the prior written approval of the COUNTY, which approval shall not unreasonably be withheld, erect, maintain or display any advertising, signs, posters or similar devices at or on the Premises or elsewhere at the facility; provided, however, that on interior portions of the Premises which are not visible from the public roadways, TENANT may install necessary directional and identification signs.

18. DEFAULT REMEDIES/DAMAGES

Section 18.01 The occurrence of any one or more of the following events shall constitute an "**Event of Default**" by TENANT under this Lease:

(i) If TENANT shall default in the payment when due of any installment of Total Annual, and any such default continues for ten (10) Business Days after COUNTY has given 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 fifteen (15) days after COUNTY 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 15-day period, if TENANT shall not immediately upon the giving of such written notice, (a) advise COUNTY 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, or:

1. Filing by or the final adjudication against TENANT of any petition in bankruptcy, or in the final adjudication of any petition for the appointment of a receiver or trustee for the assets or business of TENANT; or

2. The making by the TENANT of any general assignment for the benefit of creditors; or
3. The occurrence of any act which operates to deprive TENANT permanently of the rights, powers and privileges necessary for the proper conduct and operation of its business granted herein; or
4. The abandonment and discontinuance of the operation of TENANT; or
5. The failure of TENANT to maintain all required insurance and to furnish evidence of same within ten (10) days of written demand by COUNTY; or
6. In the event of partial or complete loss to the Premises rendering it uninhabitable and, at the discretion of COUNTY, the Premises will not be restored;

then, in any such case or upon such occurrence, in addition to any other remedy available to COUNTY at law or in equity, COUNTY may give to TENANT a notice of intention of COUNTY to end the Term of this Lease (the "**Termination Notice**") specifying a day not less than seven (7) Business Days thereafter and, upon the giving of the Termination Notice, this Lease and the Term and estate hereby granted shall expire and terminate upon the day so specified in the Termination Notice as fully and completely and with the same force and effect as if the day so specified were the Expiration Date and all rights of TENANT shall terminate and TENANT shall remain liable for damages as hereinafter provided.

Section 18.02 From and after any date upon which COUNTY gives a Termination Notice, COUNTY, without further notice, may enter upon, re-enter, possess and repossess itself of the Premises, by force, summary proceedings, ejectment or otherwise, and may dispossess and remove TENANT and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental and other income of and from the same. As used in this Lease the words "enter" and "re-enter" are not restricted to their technical legal meanings. Upon and after such entry into possession, the COUNTY may, but shall have no obligation to re-let the Premises, or any part thereof, for the account of TENANT.

Section 18.03 If this Lease and the Term shall expire and come to an end as provided in *Section 18.01*, or by or under any summary proceeding or any other action or proceeding, TENANT shall pay to COUNTY Total Annual Rent and Additional Rent payable under this Lease by TENANT to COUNTY to the date upon which this Lease and the Term shall have expired and come to an end or to the date of re-entry by the COUNTY, as the case may be. Nothing herein contained shall be construed as limiting or precluding the recovery by COUNTY against TENANT of any damages to which COUNTY may lawfully be entitled in any case other than those particularly provided for above.

Section 18.04 Except for the monetary obligations of either party, COUNTY 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 Force Majeure, except as may otherwise be expressly specified in this Lease.

Section 18.05 Notwithstanding anything to the contrary hereinabove or hereafter set forth, in the event that COUNTY, by other act sells, assigns, transfers, conveys, leases or by any other act for agreement grants occupancy, management or control of the Premises or a portion thereof, in which this leasehold is located to an entity other than a unit of Federal, State or Local Government, or wishes to demolish the Premises, then COUNTY or its successor/assignee shall have the right to terminate this Lease, upon ninety (90) days written notice to TENANT, such 90- days to mean three (3) entire months under the Lease, not including the portion of the month in which the notice is given.

Section 18.06 The exercise of any remedies herein provided shall be cumulative and shall in no way affect any other remedy available to COUNTY at law or in equity.

Section 18.07 The acceptance of charges and fees by the COUNTY for any period or periods after a default in the performance of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the TENANT, shall not be deemed a waiver of any rights on the part of the COUNTY to terminate this agreement for failure by the TENANT so to perform, keep or observe any of the terms, covenants or conditions hereof to be performed, kept and observed.

Section 18.08 Failure of COUNTY to declare this Lease terminated upon the default of TENANT for any of the reasons set out shall not operate to bar or destroy the right of COUNTY to cancel this Lease by reason of any subsequent violation of the terms hereof.

Section 18.09 Any and all rental amounts due shall be payable to through the date of termination and any period of continued use and occupancy of the Premises by TENANT.

19. SURRENDER OF PREMISES; HOLDOVER

Section 19.01 This Lease and the tenancy hereby created shall cease and terminate at the end of the Term, without the necessity of any further notice from either the TENANT or the COUNTY to terminate the same and that continued occupancy of the Premises by the TENANT after the expiration of said term shall not operate to renew the Lease for a new term or any part thereof.

Section 19.02 On the Expiration Date or upon the earlier termination of this Lease or upon any re-entry by COUNTY, TENANT shall at its expense, quit, surrender, vacate and deliver the Premises to COUNTY in good order, condition and repair, ordinary wear, tear and damage by the elements, fire or other casualty beyond TENANT's reasonable control excepted, together with all improvements and fixtures therein. TENANT shall, at its expense, remove from the Premises all of TENANT's personal property and any personal property of persons claiming by, through or under TENANT and all non- COUNTY approved Alterations, and shall repair or pay the cost of repairing all damage to the Premises occasioned by such removal. Any TENANT's personal property or Alterations of TENANT remaining in the Premises after the termination of this Lease shall be deemed to have been abandoned and either may be retained by COUNTY as its property or may be stored or disposed of as COUNTY may see fit, without insurance or liability for any damage which may occur. If such property not so removed shall be sold, COUNTY may receive and retain the proceeds of such sale and apply the same, at COUNTY's option, against the reasonable expenses of the sale, moving and storage, arrears of rent and any damages to which COUNTY may be entitled. Any excess proceeds shall be the property of COUNTY. TENANT shall reimburse COUNTY its removal and disposal costs if not otherwise recouped by sale. Notwithstanding the foregoing, COUNTY shall have no obligation to sell the property.

Section 19.03 If TENANT shall remain in possession of the 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 COUNTY from suing to obtain possession, shall be deemed to be occupying the Premises as a TENANT from month to month, at a monthly rental equal to 112.5% the total monthly installment of Annual Rent last payable by TENANT under the Lease.

Section 19.04 The provisions of this Section shall survive the expiration or earlier termination of this Lease.

20. NO COUNTY LIABILITY FOR TENANT'S FAILURE

Section 20.01 Failure of the TENANT to perform any or all of its obligations hereunder shall not give rise to any liability on the part of the County or any of the County's departments, officers, officials, bureaus, agencies, employees, agents or representatives.

21. EMINENT DOMAIN

Section 21.01 If the Premises or any part of thereof or any estate therein, or any other part of the building materially affecting TENANT'S use of the Premises, be taken by virtue of eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking, the Annual Rent and any Additional Rent shall be apportioned as of said date and any rent paid for any period beyond said date shall be repaid to TENANT. TENANT shall not be entitled to any part of the award or any payment in lieu thereof, but TENANT may file a claim for any taking of fixtures and improvements owned by TENANT, and for moving expenses.

22. NOTICES

Section 22.01 **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 COUNTY or TENANT or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows: (a) if to the COUNTY, to the Department, by First Class or Certified Mail, Return Receipt Requested in Postpaid Envelope or by Courier Service or by Fax to the address first set forth above; (b) if to the TENANT, First Class or Certified Mail, Return Receipt Requested in Postpaid Envelope, or by Courier Service, or by Fax at the address set forth on page one of this Lease, attention of the person who executed this Lease or such other designee as the parties may agree in writing.

Section 22.02 **Notices Relating to Termination, Insurance and/or Litigation**: Any communication or notice regarding indemnification, termination, or in the event the TENANT 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 notice shall be deemed to be duly given only if delivered: (i) personally (personal service on COUNTY must be pursuant to New York Civil Practice Law and Rules Section 311) and by first Class Mail; (ii) by nationally recognized overnight courier; or (iii) by First Class or Certified Mail, Return receipt Requested in a postpaid envelope addressed: (a) if to COUNTY, to Suffolk County Department of Economic Development and Workforce Housing, Aviation Division, Attention Airport Business Manager, Francis S. Gabreski Airport, Westhampton Beach, NY 11978, with a copy to the Suffolk County Department of Law, Attention Suffolk County Attorney, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; and (b) if to TENANT, at TENANT's address first above set forth, or at such other address as TENANT or COUNTY, respectively, may designate in writing.

Section 22.03 Notices shall be deemed to have been duly delivered (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Section 22.04 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 22.05 Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the parties regarding this Lease, except as otherwise provided in *Section 19.02*, shall be given to the COUNTY or TENANT or their designated representative, by regular or certified mail in post paid envelope or by Courier Service at the following addresses or at such other address that may be specified in writing by the parities: (a) if to TENANT, at TENANT's address first set forth above, and (b) if to COUNTY, Suffolk County Department of Economic Development and Workforce Housing, Aviation Division, Attention Airport Manager, Francis S. Gabreski Airport, Westhampton Beach, NY 11978.

Section 22.06 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).

23. FIRE, FLOOD OR STRIKE

Section 23.01 Neither party shall be liable for failure to perform its part of this Lease when such failure is due to fire, flood, strikes or similar labor disturbances, industrial disturbances, wars, riots, insurrection, Acts of God and/or other causes beyond the control of the parties.

24. ENVIRONMENTAL RESPONSIBILITIES

Section 24.01 TENANT shall not deposit, dump, store or pour any Hazardous Substances on any part of the soil of the Premises or otherwise introduce any Hazardous Substances in, on or under the Premises, including the air and water above and the ground and water below and surrounding the Premises, nor shall TENANT permit its Subtenants, guests, contactors or any other person to do any of the foregoing. TENANT, at its expense, shall promptly remove or cause the removal of, or if permitted by any Environmental Law (as hereinafter defined), encapsulate, all Hazardous Substances introduced in, on, or under the Premises by TENANT, its guests, contractors, employees, or its Subtenants, in compliance with this Lease and all applicable Environmental Laws.

The term "**Hazardous Substances**", as used in this Lease shall mean medical waste, flammables, explosives, radioactive materials, asbestos, chlorofluorocarbons (CFCs), polychlorinatedbiphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products and other substances defined as dangerous, hazardous or toxic under any Environmental Law. Notwithstanding anything to the contrary set forth in this Article, cleaning fluids, detergents and other supplies customarily used in connection with the maintenance and repair of real property similar to the Premises in comparable areas shall be permitted to be stored and used for such purposes in compliance with all Environmental Law, and all substances consistent with all permitted uses under this Lease so long as used, stored and disposed of in accordance with all applicable Environmental Law.

The term "**Environmental Law**" as used in this Lease means all applicable present and future federal, state, local and other governmental statutes, ordinances, codes, rules, regulations, orders, directives and other requirements, and all present and future requirements of applicable common law, concerning the environment, including, without limitation, those relating to the generation, use, handling, treatment, storage, transportation, release, emission, disposal, remediation or any other regulation of any Hazardous Substance.

Section 24.02 TENANT shall, at TENANT's own expense:

(1) Comply with all Environmental Laws regulating the use, generation, storage, removal, transportation, disposal, encapsulation or remediation of Hazardous Substances, to the extent relating to Hazardous Substances introduced by TENANT, or its agents, employees, contractors, subcontractors, invitees or guests, in, on or under the Premises.

(2) Make all submissions to, provide all information required by, and comply with all Environmental Laws to the extent relating to Hazardous Substances introduced in, on, or under the Premises by TENANT or its agents, employees, contractors, subcontractors, invitees or guests;

(3) Prepare and submit the required plans and all related bonds and other financial assurances and carry out all such cleanup plans should any Governmental Authority asserting appropriate

jurisdiction demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances at or from the Premises, only if introduced by TENANT or its agents, employees, contractors, subcontractors, invitees or guests its agents or employees; provided, however, notwithstanding any provision of this Lease to the contrary, TENANT shall not be precluded from lawfully contesting any such demand; and

(4) Promptly provide all information in TENANT's possession regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by County.

Section 24.03 If a Hazardous Substance is detected on the Premises for which TENANT is liable under this Lease, and TENANT shall not, within thirty (30) days following notice from County, commence to comply with its obligations under this Lease and thereafter diligently prosecute the performance of such obligations, County shall have the right to perform such obligations on behalf of TENANT, and TENANT shall pay to County the reasonable fees incurred by County for the cost of such compliance, including the reasonable fees of attorneys, consultants, contractors, experts, laboratories and all other reasonable costs incurred in connection with the performance of such obligations by County, including, - the preparation of any feasibility studies or reports and the performance of any required cleanup, remediation, removal, abatement, containment, closure, restoration, or monitoring work.

Section 24.04 In addition to, and without limiting the generality, TENANT shall indemnify, and hold harmless County, and its officials, officers, agents and employees, from and against all claims which may be imposed upon, incurred by or asserted against County, arising out of (i) the use, generation, storage, release, or disposal of Hazardous Substances introduced in, on or about the Premises during the Term by TENANT, its contractors, agents, invitees, and, any Subtenants, including, without limitation, the cost of any required or necessary decommissioning, repair, cleanup, or remediation and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the termination of this Lease, (ii) any release or threatened release of such Hazardous Substances at, on, to, or into the Premises, including groundwater, or from the Premises on, to, or into any adjoining property or other property, including groundwater, (iii) the failure of TENANT, any Subtenant or any person claiming under TENANT to comply with any of the obligations of TENANT, or (iv) any and all damage to natural resources or real property and/or harm or injury to any person resulting or alleged to have resulted from (A) any release or threatened release of such Hazardous Substances, and/or (B) failure to comply with TENANT's obligations.

Section 24.05 TENANT's obligations and liabilities under this Section 24 shall survive the expiration or earlier termination of this Lease.

Section 24.06 Notwithstanding any other provision of this Lease to the contrary, TENANT shall have no obligation with respect to Hazardous Substances, including but not limited to underground storage tanks, that are not introduced by TENANT, or any contractor, agent, Subtenant, licensee or invitee of TENANT, including, but not limited to, Hazardous Substances that existed on the Premises prior to the Commencement Date, whether or not yet discovered; provided, however, TENANT shall exercise due care to avoid exacerbating any conditions relating to Hazardous Substances existing at the Premises which are discovered by TENANT and TENANT will not take any action in violation of any Environmental Law with respect to such Hazardous Substances.

Section 24.07 To the fullest extent permitted by law, County shall keep, save and hold harmless TENANT of and from any and all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney's fees, for anything and everything whatsoever to the extent arising from or incident to underground storage tanks not introduced by TENANT.

Section 24.08 The TENANT shall not generate, treat, release, store, discharge, dispose of, transport, recycle, use, reuse, or handle hazardous substances or waste on the Premises. As used herein, "hazardous substances or waste" shall include, but not be limited to, any flammable explosives, gasoline, petroleum products, polychlorinated biphenyl, radioactive materials, hazardous wastes, hazardous or toxic substances, or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as defined by any federal, state or local environmental law, ordinance, rule, or regulation including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 5101, et. seq.), the Solid Waste Disposal Act, as amended (42 U.S.C. Section 6901, et. seq.), and the regulations adopted and publications promulgated pursuant thereto.

25. QUIET ENJOYMENT

Section 25.01 COUNTY covenants that if, and so long as TENANT pays the rent and any additional amounts owed pursuant to the terms of this Lease, and performs the covenants hereof, TENANT shall peaceably and quietly have, hold and enjoy the Premises for the term herein mentioned, subject to the provisions of this Lease.

26. TRANSFERS OF LEASE

Section 26.01 TENANT shall not, without the prior written consent of the COUNTY, sell, assign, mortgage, pledge, hypothecate, encumber, or permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder; shall not permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law; shall not sublet the Premises or any part thereof; and shall not permit the use of the Premises by any persons other than TENANT and its employees (all the foregoing are hereinafter referred to collectively as "Transfers" and any person to whom any Transfer is made or sought to be made is hereinafter referred to as a "Transferee"). If TENANT shall desire COUNTY's consent to any Transfer, TENANT shall notify COUNTY in writing, which notice (the "Transfer Notice") shall include (i) the proposed effective date of the Transfer, which shall not be less than ninety (90) days nor more than One hundred eighty (180) days after the date of delivery of the Transfer Notice; (ii) a description of the portion of the Premises to be transferred (the "Subject Space"); (iii) all the terms of the proposed Transfer and the consideration therefore, the name and address of the proposed Transferee, and a copy of all existing and/or proposed documentation pertaining to the proposed Transfer, including all existing operative documents to be executed to evidence such Transfer or the agreements incidental or related to such Transfer; (iv) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, and any other information required by COUNTY, which will enable COUNTY to determine the financial responsibility, character, and reputation of the proposed Transferee, nature of such Transferee's business and proposed use of the Subject Space; (v) an executed estoppel certificate from TENANT; and (vi) such other information as the COUNTY may reasonably require. Any Transfer made without the COUNTY's prior written consent shall, at the COUNTY's option, constitute a default by TENANT under **Section 18** of this Agreement.

Section 26.02 COUNTY shall not unreasonably withhold its consent to any proposed Transfer of the Subject Space to the Transferee on the terms specified in the Transfer Notice. The parties hereby agree that it shall be deemed to be reasonable under this Agreement and under any applicable law for COUNTY to withhold consent to any proposed Transfer where one or more of the following apply, without limitation as to other reasonable grounds for withholding consent:

(1) The Transferee is of a character or reputation not acceptable to the COUNTY, or is engaged in a business which is not consistent with the intended use of the Premises or the Permitted Use thereof;
(2) The Transferee's is not a party of reasonable financial worth and/or financial stability in light of the responsibilities involved under the Lease on the date consent is requested.
(3) The Transferee does not intend to occupy the entire Premises and conduct its business there from for a

substantial portion of the term of the Transfer;

(4) Either the proposed Transferee, or any person or entity which directly or indirectly, controls, is controlled by, or is under common control with, the proposed Transferee, (i) occupies space in the Building at the time of the request for consent, (ii) is negotiating with the COUNTY to lease space at the Airport, or (iii) has negotiated with the COUNTY during the twenty-four (24)-month period immediately preceding the Transfer Notice.

Section 26.03 If COUNTY consents to a Transfer, (i) the terms and conditions of this Agreement shall in no way be deemed to have been waived or modified, (ii) such consent shall not be deemed consent to any further Transfer by either TENANT or a Transferee, (iii) TENANT shall deliver to COUNTY, promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to COUNTY, (iv) no Transfer relating to this Agreement, or any other agreement entered into with respect thereto, whether with or without COUNTY's consent, shall relieve TENANT or any guarantor of the Agreement from liability under this Agreement. COUNTY or its authorized representatives shall have the right at all reasonable times to audit the books, records and papers of TENANT relating to any Transfer, and shall have the right to make copies thereof.

Section 26.04 For purposes of this Agreement, the term "Transfer" shall also include (i) if TENANT is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of twenty-five percent (25%) or more of the partners, or transfer of twenty-five percent (25%) or more of partnership interests, within an eighteen (18)-month period, or the dissolution of the partnership without immediate reconstitution thereof, and (ii) if TENANT is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter), (A) the dissolution, merger, consolidation or other reorganization of TENANT, the sale or other transfer of more than an aggregate of twenty-five percent (25%) of the voting shares of TENANT (other than to immediate family members by reason of gift or death), within an eighteen (18)-month period, or (C) the sale, mortgage, hypothecation or pledge of more than a aggregate of twenty-five percent (25%) of the value of the unencumbered assets of TENANT within an eighteen (18) month period.

Section 26.05 If TENANT assigns, mortgages, pledges, hypothecates, encumbers, or permits any lien to attach to, or otherwise transfers, this Agreement or any interest hereunder, in violation of the foregoing provisions of this **Section 26**, or if the Premises occupied by anyone other than TENANT, the COUNTY may collect from any assignee, sub-tenant or anyone who claims a right to this Agreement, or who occupies the Premises any rents, charges or fees payable by said assignee, sub-tenant, or other and no such payment shall be deemed a waiver by the COUNTY of the covenants or agreements contained in this **Section 26**, nor of acceptance by the COUNTY of any assignee, claimant, or occupant, nor as a release of TENANT by the COUNTY from the further performance by TENANT of the agreements contained herein, including but not limited to the payment of rent.

27. SUSPENSION OF LEASE

Section 27.01 During a time of war, national emergency, or other public necessity, COUNTY shall have the right to suspend this Agreement temporarily so that the Premises may be used for governmental purposes which are in the best interest of the County. If any such suspension is exercised, upon the mutual consent of the Parties, this Agreement may be terminated.

Section 27.02 In the event that this Agreement is suspended pursuant to *Section 28.01*, but not terminated, payments under this Agreement shall be reduced in a pro rata amount for the period of such suspension.

28. PARKING

Section 28.01 During the term of this Lease, parking by the TENANT shall be limited to areas designated by Airport Management.

29. LIMITATION OF RIGHTS AND PRIVILEGES GRANTED

Section 29.01 No exclusive rights at the Airport are granted by this Agreement and no greater rights or privileges with respect to the use of the Premises or any part thereof are granted or intended to be granted to the User by this Agreement, or by any provision thereof, than the rights and privileges expressly and specifically granted hereby.

30. GENERAL PROVISIONS

Section 30.01 Attorney's Fees: In any action brought by COUNTY for the enforcement of the obligations of TENANT, COUNTY shall be entitled to recover interest at the statutory rate and reasonable attorney's fees.

Section 30.02 Subordination of Lease: This Lease shall be subordinate to the provisions of any existing or future agreement between COUNTY and the United States or the State of New York relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Should the effect of any such agreement be to take so much of the premises under this Lease or substantially destroy the commercial value of such improvements, COUNTY shall terminate this lease. Nothing hereunder shall impair the rights of TENANT to seek compensation from the United States or the State of New York, in the event of a taking pursuant to the preceding sentence.

Section 30.03 Federal, State and Local Law: TENANT shall comply at its own cost and expense, with all federal, state, county and town statutes, local laws, ordinances, rules or regulations, now or hereinafter in force, which may be applicable to the operation of its business at the Airport, including obtaining and paying for all Leases and charges and taxes (whether real property or otherwise) assessed under state, federal, county or local statutes or ordinances, insofar as they are applicable thereto.

Section 30.04 Common Usage: TENANT shall have the right, in common with others authorized so to do, subject to and in accordance with the laws of the United States of America, the State of New York, and the County of Suffolk, and airport regulations, to use the common areas of the Airport, including roadways, floodlights, signals and other conveniences of COUNTY.

Section 30.05 Future Acts of Legislature: TENANT agrees to be bound by any and all future recommendations, policies, local laws, resolutions and requirements as demanded, passed and promulgated by the Suffolk County Legislature or any municipal or federal authorities which provide for the growth of the Airport in general, advance the progress of the County and Airport and would reasonably better the interests of the County of Suffolk, provided that if such action shall materially interfere for a period of more than 30 consecutive days with the operation of the TENANT, TENANT'S only recourse shall be an appropriate adjustment in the rent and if no agreement can be reached on such adjustment, the same shall be determined by a court of competent jurisdiction.

Section 30.06 General Event Use: COUNTY or any successor thereto, reserves the right to hold or to approve the holding of special events at the Airport by the COUNTY or other entities. The holding or the approval to hold such events shall not be deemed to be adverse to the rights of TENANT as a leaseholder and shall be at the sole discretion of COUNTY.

Section 30.07 *Legislative Approval:* This Agreement is subject to the approval of the Suffolk County Legislature and shall not become effective until fully executed.

31. NO IMPLIED WAIVER

Section 31.01 No failure by COUNTY or TENANT to insist upon strict performance of and compliance with any term, covenant or condition hereof or to exercise or enforce any right, power or remedy consequent upon a breach thereof, and no submission by TENANT or acceptance by COUNTY of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant or condition, as to either party. No waiver of any breach of any term, covenant or condition of this Lease shall affect or alter this Lease, which shall continue in full force and effect, or the respective rights, powers or remedies of COUNTY or TENANT with respect to any other then existing or subsequent breach.

32. BROKER

Section 32.01 COUNTY and TENANT, each to the other, represent and warrant that no broker brought about this Lease and COUNTY and TENANT hereby agree to indemnify and hold the other party harmless against any claim, demand and judgment which may be made or obtained against the other party by any broker claiming a commission for representing COUNTY or TENANT, respectively, for bringing about this Lease. COUNTY or TENANT shall forthwith notify the other of any such claim, demand or legal action and the indemnifying party shall be entitled to defend the other party against any such claim, demand or legal action.

33. NOT A CO-PARTNERSHIP OR JOINT VENTURE

Section 33.01 Nothing herein contained shall create or be construed as creating a co-partnership between COUNTY and TENANT or to constitute TENANT or TENANT's employees as agents or employees of the COUNTY.

34. COUNTY REPRESENTATIVES

Section 34.01 It is expressly understood and agreed by and between the parties hereto that the officers, officials, employees and agents of the COUNTY and Airport Management are acting in a representative capacity for the County of Suffolk and not for their own benefit, and that neither TENANT nor any of its guests or invitees shall have any claim against them or any of them as individuals in any event whatsoever.

35. CAPACITY TO CONTRACT

Section 35.01 TENANT warrants that its entry into this Lease was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures, and such authorization has not been rescinded or otherwise modified.

36. NO REPRESENTATIONS

Section 36.01 Neither party has made any representations or promises, except as contained herein, or in some further writing signed by the parties, making such representation or promise.

37. NO CREDIT

Section 37.01 The TENANT agrees that this Lease shall not be pledged, hypothecated, or put up as security for a loan, credit or for any reason whatsoever.

38. CERTIFICATION

Section 38.01 The parties to this Lease hereby certify that, other than the funds provided in this Lease and other valid agreements with the COUNTY, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the parties, the signatories to this Lease, and any partners, members, directors, or shareholders of more than five per cent (5%) of any party to this Lease.

39. ARREARS TO COUNTY

Section 39.01 TENANT warrants that it is not, and shall not be during the Term of this Agreement, in arrears to the County for taxes or upon debt or contract and is not, and shall not be during the Term of this Agreement, in default as surety, contractor or otherwise on any obligation to or contract with the COUNTY.

40. WAIVER OF JURY TRIAL

Section 40.01 It is mutually agreed by and between TENANT and COUNTY 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 TENANT and COUNTY, the Premises, and/or any claim of injury or damage, or for the enforcement of any remedy under any statute, emergency or otherwise. .

41. INDEPENDENT CONTRACTOR

Section 41.01 It is expressly agreed that TENANT'S status hereunder is that of an independent contractor. Neither TENANT nor any person authorized by TENANT to use the Premises shall be considered employees of the COUNTY for any purpose. The relationship of the COUNTY to TENANT is that of landlord-tenant and TENANT, in accordance with its status as such, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the COUNTY by reason hereof, and that TENANT, its owners and employees, shall not, by reason hereof, make any claims, demands or application to or for any right of privilege including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership of credit as officers, employees or agents of the COUNTY.

42. SUCCESSORS BOUND

Section 42.01 This Lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors and assigns.

43. SET-OFF RIGHTS

Section 43.01 The COUNTY shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the COUNTY's option to withhold, for the purposes of set-off, any moneys due to the TENANT under this contract up to any amounts due and owing to the COUNTY with regard to this Agreement and/or any other contract with any COUNTY department or agency, including any contract for a term commencing prior to the Term of this contract, plus any amounts due and owing to the COUNTY for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The COUNTY shall exercise its set-off rights in accordance with normal COUNTY practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the COUNTY agency, its representatives, or the County Comptroller, and only after legal consultation with the County Attorney.

44. SUFFOLK COUNTY LOCAL LAWS WEB SITE

Section 44.01 Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County web site at www.co.suffolk.ny.us. Click on "Laws of Suffolk County" under "Suffolk County Links".

45. ORAL MODIFICATIONS

Section 45.01 This Lease cannot be modified or terminated orally but only by an agreement in writing signed by TENANT and COUNTY.

46. PARAGRAPH HEADINGS

Section 46.01 The paragraph headings in this Lease are included for convenience only and shall not be taken into considerations in any construction or interpretation of this Lease or any of its provisions.

47. SEVERABILITY

Section 47.01 It is expressly agreed that if any term or provision of this Lease and or any amendment(s) hereto, or the application thereof to any person or circumstance, 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 provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Lease and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

48. GOVERNING LAW

Section 48.01 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.

49. EXECUTION BY LESSOR

Section 49.01 When the LESSOR is a partnership, the names of the partners composing the firm must be stated in the Statements required under Section 1 of **Exhibit B** of this Lease. The Lease must be signed with the partnership name, followed by the name of the partner signing the Lease.

Section 49.02 Where the LESSOR is a corporation, the Lease must be signed with the corporate name, followed by the signature and title of the officer or other authorized person signing the Lease on its behalf, and if requested by the COUNTY, the corporate seal.

Section 49.03 LESSOR warrants that its entry into this Lease was duly considered and authorized by its organizational body and pursuant to its by-laws and/or internal procedures.

50. INTERPRETATION

Section 50.01 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.

51. PRESERVATION OF FEATURES: SOIL AND VEGETATION REMOVAL

Section 51.01 In conducting its activities under this Lease, TENANT shall preserve and avoid damage to and destruction of natural, historic or cultural features, including, but not limited to, waterways, rare or endangered plants or animals, habitats, trees, shrubs and other vegetation.

Section 51.02 TENANT shall not remove soil, vegetation, or any other natural resources without the approval of the Airport Management and in accordance with the Airport Development Guidelines. It is understood that the County reserves title to all natural resources located on the Premises.

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

COUNTY OF SUFFOLK

as LANDLORD

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

VILLAGE MARINE OF WESTHAMPTON LTD. D/B/A SOUTH SHORE BOATS
as TENANT

By: _____
Name: Victor G. Levy
Title: VP.
Date: 8/24/2011

DEPARTMENT OF ECONOMIC DEVELOPMENT AND WORKFORCE HOUSING

By _____
Yves R. Michel
Commissioner
Date: _____

Recommended By:

By: _____
Anthony C. Ceglio
Airport Manager
Date: _____

APPROVED AS TO LEGALITY
CHRISTINE MALAFI, ESQ.
Suffolk County Attorney

By: _____
BASIA DEREN BRADDISH
Asst. County Attorney
Date: _____

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the 24TH day of August in the year 2011 before me, the undersigned, personally appeared Victor Levy *(name)*, Vice President *(Title)* personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

ANTHONY C. CEGLIO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CE6163628
QUALIFIED IN SUFFOLK COUNTY
COMMISSION EXPIRES Oct 2011

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2011 before me, the undersigned, personally appeared _____ *(Name)*, _____ *(Title)*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Intro. Res. No. 1899-11 Laid on Table 10/11/11
Introduced by the Presiding Officer on request of the County Executive

RESOLUTION No. – 2011, APPROPRIATING FURNITURE AND EQUIPMENT FUNDS FOR THE NEW REPLACEMENT CORRECTIONAL FACILITY AT YAPHANK (CP 3008)

WHEREAS, the Sheriff has requested funds for the Purchase of Furniture and Equipment for the New Replacement Correctional Facility in Yaphank; and

WHEREAS, Suffolk County has committed to the construction of a New Replacement Correctional Facility at Yaphank to address building issues and the continued growth in the number of inmates at the facility; and

WHEREAS, sufficient funds are now included in the 2011 Capital Budget and Program to cover the cost of said request; and

WHEREAS, Resolution No. 471-1994 as revised by Resolution No. 461-2006 established the use of a priority ranking system, implemented in the Adopted 2011 Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $4,595,339 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this constitutes a Type II action, pursuant to Volume 6 of the New York Code of Rules and Regulations ("NYCRR") Section 617.5 (25) and (27), in that the resolution concerns purchasing of furnishings, equipment and supplies, other than land, radioactive material, pesticides, herbicides or other hazardous materials, and adoption of a local legislative decision in connection with the same; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-eight (58), is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the proceeds of $4,595,339 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-3008.510 (Fund 001-Debt Service)	20	Furniture & Equipment for the New Replacement Correctional Facility at Yaphank	$ 4,595,339

DATED:

APPROVED BY:

_____
County Executive of Suffolk County
Date:

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	$260,731	$0.47		$0.001

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	$0	$0.00		$0.000

COMBINED

	2012 PROPERTY TAX LEVY	2012 COST TO AVG TAXPAYER	2012 AV TAX RATE PER $100	2012 FEV TAX RATE PER $1000
TOTAL	$260,731	$0.48		$0.001

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.

To be completed by the Executive Budget Office

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

RESOLUTION No. – 2011, APPROPRIATING FURNITURE AND EQUIPMENT FUNDS FOR THE NEW CORRECTIONAL FACILITY AT YAPHANK (CP 3008)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

County **Town** **Economic Impact**

Village **School District** **Other (Specify):**

Library District **Fire District**

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

SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.

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

SEE ATTACHED DEBT SCHEDULE

8. Proposed Source of Funding

SERIAL BONDS

9. Timing of Impact

FY 2012

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		October 4th, 2011

SCIN FORM 175b (10/95)

Suffolk County
General Obligation Serial Bonds
Level Debt

bus liability

Term of Bonds [redacted]
Amount to Bond: [redacted]

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
[redacted]					
5/10/2012					
11/10/2012	[redacted]	$84,097.05	$176,633.34	$260,730.40	$260,730.40
			$86,700.43	$86,700.43	
11/10/2013	[redacted]	$87,329.53	$86,700.43	$174,029.96	$260,730.40
			$85,022.07	$85,022.07	
11/10/2014	[redacted]	$90,686.26	$85,022.07	$175,708.33	$260,730.40
			$83,279.19	$83,279.19	
11/10/2015	[redacted]	$94,172.01	$83,279.19	$177,451.21	$260,730.40
			$81,469.32	$81,469.32	
11/10/2016	[redacted]	$97,791.75	$81,469.32	$179,261.07	$260,730.40
			$79,589.89	$79,589.89	
11/10/2017	[redacted]	$101,550.62	$79,589.89	$181,140.51	$260,730.40
			$77,638.21	$77,638.21	
11/10/2018	[redacted]	$105,453.97	$77,638.21	$183,092.18	$260,730.40
			$75,611.52	$75,611.52	
11/10/2019	[redacted]	$109,507.36	$75,611.52	$185,118.88	$260,730.40
			$73,506.92	$73,506.92	
11/10/2020	[redacted]	$113,716.55	$73,506.92	$187,223.47	$260,730.40
			$71,321.43	$71,321.43	
11/10/2021	[redacted]	$118,087.53	$71,321.43	$189,408.96	$260,730.40
			$69,051.94	$69,051.94	
11/10/2022	[redacted]	$122,626.52	$69,051.94	$191,678.46	$260,730.40
			$66,695.21	$66,695.21	
11/10/2023	[redacted]	$127,339.98	$66,695.21	$194,035.19	$260,730.40
			$64,247.89	$64,247.89	
11/10/2024	[redacted]	$132,234.61	$64,247.89	$196,482.50	$260,730.40
			$61,706.51	$61,706.51	
11/10/2025	[redacted]	$137,317.37	$61,706.51	$199,023.89	$260,730.40
			$59,067.44	$59,067.44	
11/10/2026	[redacted]	$142,595.51	$59,067.44	$201,662.95	$260,730.40
			$56,326.93	$56,326.93	
11/10/2027	[redacted]	$148,076.53	$56,326.93	$204,403.46	$260,730.40
			$53,481.09	$53,481.09	
11/10/2028	[redacted]	$153,768.22	$53,481.09	$207,249.31	$260,730.40
			$50,525.86	$50,525.86	
11/10/2029	[redacted]	$159,676.68	$50,525.86	$210,204.54	$260,730.40
			$47,457.03	$47,457.03	
11/10/2030	[redacted]	$165,816.33	$47,457.03	$213,273.36	$260,730.40
			$44,270.25	$44,270.25	
11/10/2031	[redacted]	$172,189.90	$44,270.25	$216,460.15	$260,730.40
			$40,960.97	$40,960.97	
11/10/2032	[redacted]	$178,808.45	$40,960.97	$219,769.42	$260,730.40
			$37,524.50	$37,524.50	
11/10/2033	[redacted]	$185,681.40	$37,524.50	$223,205.90	$260,730.40
			$33,955.93	$33,955.93	
11/10/2034	[redacted]	$192,816.53	$33,955.93	$226,774.46	$260,730.40
			$30,250.20	$30,250.20	
11/10/2035	[redacted]	$200,229.99	$30,250.20	$230,480.19	$260,730.40
			$26,402.03	$26,402.03	
11/10/2036	[redacted]	$207,926.33	$26,402.03	$234,328.36	$260,730.40
			$22,405.95	$22,405.95	
11/10/2037	[redacted]	$215,918.50	$22,405.95	$238,324.45	$260,730.40
			$18,256.27	$18,256.27	
11/10/2038	[redacted]	$224,217.86	$18,256.27	$242,474.13	$260,730.40
			$13,947.08	$13,947.08	
11/10/2039	[redacted]	$232,836.24	$13,947.08	$246,783.32	$260,730.40
			$9,472.26	$9,472.26	
11/10/2040	[redacted]	$241,785.86	$9,472.26	$251,258.14	$260,730.40
			$4,825.43	$4,825.43	
11/10/2041	[redacted]	$251,079.53	$4,825.43	$255,904.96	$260,730.40
		$4,595,339.00	$3,226,572.86	$7,821,911.86	$7,821,911.86

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

(1) Please limit this suggestion form to ONE proposal.
(2) Describe in detail the benefits and need for this resolution.
(3) Attach all pertinent backup material.

Submitting Department
(Dept. Name & Location):
Suffolk County Sheriff's Office
100 Center Drive
Riverhead, N.Y. 11901-3389

Department Contact Person
(Name & Phone No.)
Chief of Staff Michael P. Sharkey
(631) 852-2220

Resolution Involves:

___ Appropriation
___ Technical Amendment
___ Grant Award

_X_ Capital Project (**CP3008**)
___New Program
___Contract (New __Rev.__)

Explanation of proposed resolution. This Resolution would provide a portion of the funding necessary for the purchase of furniture and equipment for the new/additional Correctional Facility in Yaphank. – **C.P. 3008.**

Summary of Resolution benefits. Today, Suffolk County's Correctional System is barely functioning. Overcrowding continues to be the hallmark of our Correctional Facilities. Overcrowding and the advanced state of deterioration of the Yaphank Facility have rendered our Correctional System sufficiently unsafe as to qualify it for substitute jail orders. The intent of this resolution is to provide a portion of the funding necessary to purchase furniture and equipment required for the new/additional Correctional Facility in a timely and orderly manner. The commitment to build a new correctional Facility must also carry with it a commitment to adequately furnish and equip it consistent with technological advances and statutory requirements. A great deal of the funding is for specialized equipment and non-stock items requiring significant lead time to manufacture. We also need to provide sufficient time to order, receive, install and test the required furnishings and equipment to ensure that the opening of this much needed addition to the Yaphank Correctional Facility is not unnecessarily delayed. Special attention must also be given to those items that require installation by the General Contractor. Moreover, the New York State Commission of Correction has also requested a status report on the progress we are making in this regard.

1900

Intro. Res. No. -2011 Laid on Table 10/11/11

Introduced by Legislator Eddington

RESOLUTION NO. -2011, REAPPOINT NANCY J. DUNCAN AS A MEMBER OF THE SUFFOLK COUNTY CITIZENS ADVISORY BOARD FOR THE ARTS

WHEREAS, the term of office of Nancy J. Duncan as a Member of the Suffolk County Citizens Advisory Board for the Arts will expire on November 1, 2011; now, therefore be it

1st RESOLVED, that **Nancy J. Duncan**, currently residing in East Patchogue, New York be and she is hereby reappointed as a member of the Suffolk County Citizens Advisory Board for the Arts for a three year term of office to expire on November 1, 2014, pursuant to Section 68-3(C)(1) of the SUFFOLK COUNTY CODE.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-reappt-citizens-arts-duncan

1900

NANCY J. DUNCAN
e
East Patchogue, NY 11772
Tel/fax:

CODANCECO, Inc. East Patchogue, New York 10/03 – present
Founder and Producing Director
EDUCATIONAL

- provide leadership, oversight, and general management as the National Network Site for Dancing Classrooms Long Island which includes the following responsibilities:
  -hiring and certified training of all staff: Teaching Artists, Educational Liaisons, Buddy Teaching Artists;
  -recruit and develop partnerships with Nassau and Suffolk County schools for contracting Dancing Classrooms residencies;
  -contracting with schools and Nassau and Suffolk BOCES;
  -recruit and develop outreach programs for Dancing Classrooms to deepen community relationships.

ARTISTIC

- institute collaborations with New York State DanceForce members to increase and strengthen dance activity across New York State;
- create educational and performance programs in collaboration with Long Island cultural organizations and artists to further the mission and vision of CoDanceCo.

MANAGEMENT/ADMINISTRATIVE

- manage all day-to-day administrative tasks including all program development and negotiations, grant writing, and accounting;
- maintain communication with Board of Trustees, coordinate meetings, and oversee short and long-term planning and implementation for board development.

PATCHOGUE THEATRE FOR THE PERFORMING ARTS Patchogue, NY 11/04 – 8/07
GRANTS/DEVELOPMENT

- instituted first grant request and subsequent requests to the Suffolk County Cultural Affairs program through FY 2007, all successful to date;
- instituted first grant request to the New York State Council on the Arts Presenting Program in 2006 for FY07 with successful results;
- submitted required final reports;
- served as liaison with County Legislator for on-going funding requests, administer all reporting requirements;

FISCAL MANAGEMENT

- initiated and participated in first full audit for FY06;
- set up new chart of accounts and program classifications;
- carried out financial accounting including: record deposits, pay bills, record payroll, execute necessary journal entries, create reports for Board Treasurer, budget development for Board and grant requests, reconcile bank statements, etc.

ARTS INTERNATIONAL, Inc. New York, NY 12/98 – 12/03
Special Projects Manager
MANAGEMENT/ADMINISTRATIVE

- project manager for US Audiences/International Work, an initiative created to explore effective methods of contextualization and translation for text-based work from Latin America;
- meeting coordinator of three international convenings for Global Projects & Partnerships (GPP), an initiative created to research and build opportunities for partnerships between US and international arts organizations made possible in part, with funding from The Doris Duke Charitable Trust and The Rockefeller Foundation;
- program coordinator for the International Presenters Forum (IPF), a task force convened by Arts International and funded by Pew Charitable Trusts.

BARYSHNIKOV DANCE FOUNDATION New York, NY 5/00 – 10/01
Community Outreach Programs Director for White Oak Dance Project's PAST*Forward*
ARTISTIC

- staged community dance works by Simone Forti, David Gordon, Deborah Hay and Steve Paxton for fifteen US venues and three international venues.

MANAGEMENT/ADMINISTRATIVE

- recruited, in collaboration with 18 performing arts venues, 50+ community performers at each site to participate in the presentations of PAST*Forward*, an evening length performance event presented by White Oak Dance Project celebrating the artistic legacy of seven internationally recognized US choreographers;
- stage managed community performers at each venue during the technical rehearsals and performances.

EDUCATIONAL

- created a 17 page program supplement to provide an educational context for viewing performances of PAST*Forward*.
- coordinated, in collaboration with each venue's education department, educational events such as workshops and panel discussions with guest artists appearing with White Oak Dance Project's PAST*Forward*.

DANCING IN THE ISLES: BRITISH INVASION '97 New York 10/97 – 11/98

ARTISTIC/PRODUCTION

- produced four-week dance festival entitled "Dancing in the Isles: British Invasion '97" featuring five British contemporary dance artists/companies at five of New York City's premier dance venues;
- collaborated with all venues to create festival marketing/promotional materials;

MANAGEMENT/ADMINISTRATIVE

- supervised all contract negotiations between NYC dance venues and artists;
- responsible for all fiscal management including: budget development, fundraising, supervision of accounting with fiscal manager DanceWorks, Inc.

PENTACLE/DANCEWORKS, Inc. New York, NY 8/93 – 2/98

Director of Booking Operations/Special Initiatives

MANAGEMENT/ADMINISTRATIVE

- supervised day-to-day booking operations and staff;
- negotiated and administrated artists contracts with presenting venues.
- coordinated all marketing and publicity materials;
- coordinated attendance at all regional and national conferences;
- produced Roster Artists' Showcase;
- artist booking representative for over 30 artists;

EDUCATIONAL

- coordinated artists/companies educational residencies;
- developed arts education initiatives;
- supervised administration of established arts-in-education programs

CONTEMPORARY DANCE TRUST, Ltd. London, England 5/91 – 7/92

Artistic Director, London Contemporary Dance Theatre (LCDT)

ARTISTIC

- developed short and long-term planning to renew LCDT's artistic vision;
- commissioned new and existing works by choreographers from England and abroad: Arnie Zane, Nina Wiener, Mark Morris, Amanda Miller, Christopher Bruce, Marguerita Guergue, Aletta Collins and others;
- programmed three London seasons, and five touring seasons in England and abroad;
- supervised and guided activities of LCDT: training, rehearsals, performance, touring;
- established choreographic and performance workshop structure for Company members to develop their personal choreographic skills;
- developed working relationships with a diverse group of dance artists, artistic directors, producers, and presenters in England as well as internationally;
- coordinated cross-trust collaborations with the other departments of the Trust – London Contemporary Dance School, The Place Theatre, The Education Department

EDUCATIONAL

- developed and implemented LCDT's educational programs: matinees, residencies, special workshops, lecture demonstrations;
- coordinated long-range planning with the Director of the Education Department;
- consulted with the School's Director of Contemporary Dance Studies;
- taught contemporary technique classes for LCDT and the School.

CODANCECO, Inc. New York, New York 5/82 – 5/91; 8/92-9/03

Founder and Producing Director

ARTISTIC

- developed CoDanceCo's artistic vision, goals, programs, policies;
- commissioned over 50 new works, supporting over 38 choreographers and composers;
- directed company rehearsals, performances and taught contemporary technique classes and repertory.

MANAGEMENT/ADMINISTRATIVE

- implemented artistic vision through the Company's programs;
- scheduled all rehearsals, productions;

- administered all grant writing/fund solicitation projects;
- carried out accounting including: budget development for all operating costs, payroll, grant disbursements;
- completed all contract negotiations;
- developed and coordinated all activities of the Board of Trustees;
- supervised all marketing and promotional activities.

EDUCATIONAL

- designed and implemented CoDanceCo's arts-in-education programs:
  -produced four artist-in-residence programs for Dutchess County BOCES;
  -produced two summer dance programs for the Powerhouse Theater, Vassar College; three-week intensives including contemporary and ballet technique, dance/theater improvisation, composition, performance;
  -produced a three-week choreographic and performance residency at Bard College;
  -presented a one month performance residency with Artpark reaching over 40 schools;
  -conducted workshops/performances for Pentacle's program in NYC schools;
- conducted workshops for elementary and secondary students, teachers, and administrators in upstate New York;
- designed and carried out audience development programs given in conjunction with Company performances.

PERFORMANCE

- performing member of CoDanceCo 1982-1991 in works by Ann Carlson, Eiko and Koma, Susan Marshall, Mark Morris, Ralph Lemon, Bebe Miller, Doug Varone, Ohad Naharin, Charles Moulton, Marguerita Guergue, others.

MINNESOTA DANCE THEATRE (MDT) Minneapolis, Minnesota 6/70 – 6/80
Contemporary teacher, Company member

EDUCATIONAL

- principal teacher in contemporary technique for beginning through advanced professional students: ages 6-60;
- administered, supervised, and taught for the Urban Arts dance program sponsored by the Minneapolis Public Schools: conducted daily classes in contemporary technique and composition for junior and senior high students; developed and toured Urban Arts lecture demonstrations and performances to area schools;
- taught for the Young Audiences program representing MDT;
- contributed to the development of the School of Performing Arts curriculum.

PERFORMANCE

- as Company member performed works by Artistic Director Loyce Houlton, MDT company members, Glen Tetley, Eugene Loring, William Dollar, David Lichine, others.

PROFESSIONAL SERVICE, AFFILIATIONS, AWARDS, HONORS

- 2007- Founding Member and Treasurer of Patchogue Arts Council, Inc.
- 1996- currently Member of the New York State DanceForce
- 2006-2007 Executive Committee Member for the New York State DanceForce
- 2005-currently Member Suffolk County Citizens Advisory Board for the Arts
- 2004, 2005 Panel/Chair for Huntington Arts Council NYSCA Decentralization Grants
- 2005-2006 Member and Vice Chair/Board of Directors, Patchogue Village Center for the Performing Arts
- 1996, 1997, 1998 Panelist for the New Jersey State Council on the Arts
- 1996 Arts Link panelist
- 1993 National Endowment for the Arts - Fellow in Presenting and Commissioning Program
- 1992 New York Dance and Performance Award (aka Bessie) for outstanding achievement
- 1991 McKnight National Fellow with the Minnesota Dance Alliance, Minneapolis, MN.
- 1989 National Endowment for the Arts Dance Program panelist
- 1985 National Choreography Project for CoDanceCo

EDUCATION

- 2006 M.A. SUNY/Empire State College, New York, NY
- 1972 B.S. Elementary Ed., music minor University of Minnesota, Minneapolis, MN.
- Dance Training:
  Modern - Minnesota Dance Theater's Artistic Director Loyce Houlton & company members; Martha Graham School, Ruth Currier, Mary Hinkson, Hannah Kahn, Lar Lubovitch Company, Mark Morris, Bebe Miller, Doug Varone, others;
  Ballet - Frank Bourman and Minnesota Dance Theatre staff & guests, Lawrence Rhodes, Marjorie Mussman, Jocelyn Lorenz, Cindi Green, others;
  Pilates - Kathy Grant, Jean-Claude West, Anna Schmitz, Lisa Love
  Yoga – Molly Fox, Jon Keller

1902

Intro. Res. No. -2011 Laid on Table 10/11/11

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2011, AUTHORIZING THE COUNTY COMPTROLLER AND THE COUNTY TREASURER TO TRANSFER FUNDS TO COVER CONTRACTUAL SALARY INCREASES IN THE 2011 ADOPTED DISCRETIONARY BUDGET

WHEREAS, the County Executive and the County Legislature have adopted and approved the 2011 Operating Budget; and

WHEREAS, Resolution No. 352-2011 executed a salary agreement with the Suffolk County Association of Municipal Employees (AME); and

WHEREAS, Resolution No. 384-2011 adopted salary plans for employees who are excluded from bargaining units; and

WHEREAS, sufficient funds are included in appropriation 001-MSC-1991-1880 in the 2011 Operating Budget to fund both agreements; and

WHEREAS, funds should be transferred from 001-MSC-1991-1880 to the departmental appropriations where the expense will be incurred; and

WHEREAS, funds will be transferred into object 1080 (Retro Pay) within departmental units to cover expenses incurred in all of the salary object codes; and

WHEREAS, funds can be transferred from object 1080 (Retro Pay) to the affected salary object codes once the expense is incurred; now, therefore, be it

1st RESOLVED, that the County Comptroller and the County Treasurer are hereby authorized to transfer funds within the 2011 Operating Budget per the attached schedule "A"; and be it further

2nd RESOLVED, that the County Comptroller be and hereby is authorized to take whatever steps are necessary to properly reflect these expenses in accordance with generally accepted accounting principles; and be it further

3rd RESOLVED, that the 2011 Operating Budget be and hereby is amended to transfer said funds on Schedule "A".

4th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency hereby finds and determines that the adoption of this resolution is a Type II Action, constituting a Legislative decision in connection with routine or continuing agency administration and management, not including new programs or a major re-ordering of priorities (NYCRR Section 617.5(c)(20) and (27)). As a Type II Action, the Legislature has no further responsibilities under SEQRA (6 NYCRR Section 617.5(a).

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

2011 OPERATING BUDGET
DISCRETIONARY - TO - MANDATED

Schedule A

FUND	DEPT	UNIT		BUDGET TYPE	OBJECT	ACTIVITY	AMOUNT	INCREASE / DECREASE
MISCELLANEOUS - UNDISTRIBUTED SALARY ADJUSTMENT								
001	MSC	1991	Contingent	DE	1880	0000	210,117	DECREASE
DEPARTMENTS - RETRO PAY								
001	P W	1164	Public Works Court Facilities	ME	1080	0000	60,427	INCREASE
001	D A	1185	Da: Crimes Against Revenue	ME	1080	0000	3,628	INCREASE
001	PROB	3146	Byrne JAG Recovery Program	ME	1080	0000	2,268	INCREASE
001	SHER	3150	Sheriff: Cty Correctional Fac	ME	1080	0000	35,885	INCREASE
001	SHER	3151	Sheriff: Prisoner Maintenance	ME	1080	0000	30,416	INCREASE
001	SHER	3154	Sheriff: District Court Detent	ME	1080	0000	1,023	INCREASE
001	SHER	3156	LIE/HOV Enforcement Program 2009	ME	1080	0000	532	INCREASE
001	SHER	3162	Sheriff: Honor Farm	ME	1080	0000	1,135	INCREASE
001	H S	4109	Medical Program	ME	1080	0000	70,586	INCREASE
001	H S	4325	Court Ordered Evaluation	ME	1080	0000	2,830	INCREASE
001	H S	4724	Byrne JAG Recovery Program	ME	1080	0000	1,387	INCREASE

1902

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law ____ Charter Law

2. Title of Proposed Legislation

AUTHORIZING THE COUNTY COMPTROLLER AND THE COUNTY TREASURER TO TRANSFER FUNDS TO COVER CONTRACTUAL SALARY INCREASES IN THE 2011 ADOPTED DISCRETIONARY BUDGET

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

County	**Town**	**Economic Impact**
Village	**School District**	**Other (Specify):**
Library District	**Fire District**	

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

Transfer $5,793,398 from the adopted 2011 Contingent appropriation to discretionary departmental budgets to cover contractual salary increases.

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

N/A

8. Proposed Source of Funding

2011 Operating Budget

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		10-06-11

FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 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.

To be completed by the Executive Budget Office

1903

Intro. Res. No. -2011 Laid on Table 10/11/11

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2011, AUTHORIZING THE COUNTY COMPTROLLER AND THE COUNTY TREASURER TO TRANSFER FUNDS TO COVER CONTRACTUAL SALARY INCREASES IN THE 2011 ADOPTED MANDATED BUDGET FROM THE 2011 ADOPTED DISCRETIONARY BUDGET

WHEREAS, the County Executive and the County Legislature have adopted and approved the 2011 Operating Budget; and

WHEREAS, Resolution No. 352-2011 executed a salary agreement with the Suffolk County Association of Municipal Employees (AME); and

WHEREAS, Resolution No. 384-2011 adopted salary plans for employees who are excluded from bargaining units; and

WHEREAS, sufficient funds are included in appropriation 001-MSC-1991-1880 in the 2011 Operating Budget to fund both agreements; and

WHEREAS, funds should be transferred from 001-MSC-1991-1880 to the departmental appropriations where the expense will be incurred; and

WHEREAS, funds will be transferred into object 1080 (Retro Pay) within departmental units to cover expenses incurred in all of the salary object codes; and

WHEREAS, funds can be transferred from object 1080 (Retro Pay) to the affected salary object codes once the expense is incurred; now, therefore, be it

1st RESOLVED, that the County Comptroller and the County Treasurer are hereby authorized to transfer funds within the 2011 Operating Budget per the attached schedule "A"; and be it further

2nd RESOLVED, that the County Comptroller be and hereby is authorized to take whatever steps are necessary to properly reflect these expenses in accordance with generally accepted accounting principles; and be it further

3rd RESOLVED, that the 2011 Operating Budget be and hereby is amended to transfer said funds on Schedule "A".

4th RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency hereby finds and determines that the adoption of this resolution is a Type II Action, constituting a Legislative decision in connection with routine or continuing agency administration and management, not including new programs or a major re-ordering of priorities (NYCRR Section 617.5(c)(20) and (27)). As a Type II Action, the Legislature has no further responsibilities under SEQRA (6 NYCRR Section 617.5(a).

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

2011 OPERATING BUDGET
DISCRETIONARY - TO - MANDATED

Schedule A

FUND	DEPT	UNIT		BUDGET TYPE	OBJECT	ACTIVITY	AMOUNT	INCREASE / DECREASE
MISCELLANEOUS - UNDISTRIBUTED SALARY ADJUSTMENT								
001	MSC	1991	Contingent	DE	1880	0000	210,117	DECREASE
DEPARTMENTS - RETRO PAY								
001	P W	1164	Public Works Court Facilities	ME	1080	0000	60,427	INCREASE
001	D A	1185	Da: Crimes Against Revenue	ME	1080	0000	3,628	INCREASE
001	PROB	3146	Byrne JAG Recovery Program	ME	1080	0000	2,268	INCREASE
001	SHER	3150	Sheriff: Cty Correctional Fac	ME	1080	0000	35,885	INCREASE
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001	SHER	3154	Sheriff: District Court Detent	ME	1080	0000	1,023	INCREASE
001	SHER	3156	LIE/HOV Enforcement Program 2009	ME	1080	0000	532	INCREASE
001	SHER	3162	Sheriff: Honor Farm	ME	1080	0000	1,135	INCREASE
001	H S	4109	Medical Program	ME	1080	0000	70,586	INCREASE
001	H S	4325	Court Ordered Evaluation	ME	1080	0000	2,830	INCREASE
001	H S	4724	Byrne JAG Recovery Program	ME	1080	0000	1,387	INCREASE

1903

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law _____ Charter Law

2. Title of Proposed Legislation

AUTHORIZING THE COUNTY COMPTROLLER AND THE COUNTY TREASURER TO TRANSFER FUNDS TO COVER CONTRACTUAL SALARY INCREASES IN THE 2011 ADOPTED MANDATED BUDGET FROM THE 2011 ADOPTED DISCRETIONARY BUDGET

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

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

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

(County)	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	

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

Transfer $210,117 from the adopted 2011 Contingent appropriation to mandated departmental budgets to cover contractual salary increases.

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

8. Proposed Source of Funding

2011 Operating Budget

9. Timing of Impact

Effective upon adoption.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Tricia Saunders, Senior Research Analyst		10-06-11

FINANCIAL IMPACT
2011 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

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

POLICE DISTRICT AND DISTRICT COURT

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

COMBINED

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

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY TAX SERVICE, SEPTEMBER 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.

To be completed by the Executive Budget Office

Intro. Res. No. 1904-11 Laid on the Table 10/11/11
Introduced by the Presiding Officer at the Request of the County Executive

RESOLUTION NO. –2011, AMENDING THE 2011 OPERATING BUDGET AND APPROPRIATING FUNDS IN CONNECTION WITH BONDING FOR A SETTLEMENT FOR A FEDERAL LAWSUIT

WHEREAS, the Ways and Means Committee approved the settlement of a Federal lawsuit, inclusive of attorneys' fees, in the amount of Four Hundred Sixty Thousand ($460,000) Dollars; and

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

WHEREAS, sufficient funds to satisfy Federal lawsuits, 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 Four Hundred Sixty Thousand Dollars ($460,000) in Suffolk County Serial Bonds to cover the cost of the above referenced settlement; now, therefore be it

RESOLVED, that the settlement in the amount of Four Hundred Sixty Thousand Dollars ($460,000) be bonded and paid under the authority of the Office of Risk Management, County Department of Civil Services, in conjunction with the County Department of Audit and Control and the County Executive's Budget Office; and be it further

RESOLVED, that the proceeds of Four Hundred Sixty Thousand Dollars ($460,000) in Suffolk County Serial Bonds be and are hereby appropriated as follows:

REVENUES:		
038-2780 Proceeds: Debt		$460,000
APPROPRIATIONS:	Miscellaneous Insurance 001-MSC-1930 Mandated	
4570 – Judgments and Claims		$460,000

DATED:

APPROVED BY:

_____
County Executive of the County of Suffolk

Date of Approval:

1905

Intro. Res. No. -2011 Laid on Table 10/11/11

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. – 2011, AMENDING RESOLUTION NO. 600-2001 AND AUTHORIZING THE ISSUANCE OF A CERTIFICATE OF ABANDONMENT OF THE INTEREST OF THE COUNTY OF SUFFOLK IN PROPERTY DESIGNATED AS TOWN OF BROOKHAVEN, SUFFOLK COUNTY TAX MAP NO. 0200-983.30-02.00-002.000, PURSUANT TO SECTION 40-D OF THE SUFFOLK COUNTY TAX ACT

WHEREAS, the County of Suffolk ("County") acquired title to a parcel of real property in the Town of Brookhaven known and designated as SCTM# 0200-983.30-02.00-0002.000 ("subject parcel") by tax deed dated June 15, 1995 and recorded July 6, 1995 in the Suffolk County Clerk's Office for unpaid 1992-1993 taxes; and

WHEREAS, at the time of the taking of the tax deed up until the present time, the subject parcel was improved with a garage that is physically attached to a residence occupying the adjacent tax parcel, both of which were owned by the same individual(s); and

WHEREAS, it has been determined that the notices sent by the County relating to the taking of the tax deed were not sent by the County to the prior owner; and

WHEREAS, pursuant to Resolution No. 600-2001, the parcel, along with many other parcels, was transferred from the jurisdiction of the Planning Department, Division of Real Estate, to the jurisdiction of the Department of Parks, Recreation and Conservation ("Parks") based upon its location in the Mastic Shirley Conservation Area; and

WHEREAS, the parcel should be transferred out of Parks' jurisdiction as the initial transfer to Parks was done by mistake in that there was no intent to transfer an improved parcel, the parcel has never, in fact, been used as parkland and because the Department of Environment and Energy has recommended that this parcel be transferred to its jurisdiction; and

WHEREAS, in exchange for the County's agreement to abandon the deed to the subject parcel voluntarily and without the need for ongoing and protracted litigation, the prior owner will reimburse the County for taxes owed and will provide the County with a conservation easement over the subject parcel; now therefore be it

1st **RESOLVED**, that Resolution 600-2001 is amended to remove parcel known as and by SCTM# 0200-983.30-02.00-002.000 from Exhibit "A" to Resolution No. 600-2001, and jurisdiction over the subject property is transferred to the Department of Environment and Energy, Division of Real Property Acquisition and Management; and be it further

2nd **RESOLVED,** pursuant to Sections 40-c and 40-d of the Suffolk County Tax Act, after receiving payment in full for all back taxes due the County, as calculated by the Suffolk County Treasurer, exclusive of interest and penalties, and after receiving a conservation easement over the subject parcel upon such terms as acceptable by the Department of Law, the Director of the Division of Real Property Acquisition and Management, or his or her designee, is authorized, empowered and directed to file a certificate of abandonment of claim of title, which Suffolk County holds pursuant to said tax deed; 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:_____

1906

Intro. Res. No. -2011 Laid on Table 10/11/11

Introduced by Presiding Officer, on request of County Executive

RESOLUTION NO. -2011, AUTHORIZING THE COUNTY COMPTROLLER AND COUNTY TREASURER TO CLOSE CERTAIN CAPITAL PROJECTS AND TRANSFER FUNDS

WHEREAS, the County Departments have reviewed their Capital Projects and have determined that certain Capital Projects have been completed and/or should be closed; and

WHEREAS, the attached "Addendum 1" hereby made part of this resolution specifies the Capital Projects and associated point numbers to be closed and contains information required under Resolution No. 303-2010; and

WHEREAS, the closing of these projects will reduce the County's outstanding bond authorization, reduce the number of projects required to be monitored and tracked for financial purposes, and generate revenue to offset debt service costs; and

WHEREAS, it is in the best interest of the County of Suffolk to close these selected Capital Projects listed on "Addendum 1"; and

WHEREAS, the available uncommitted balances have been verified; now, therefore be it

1st **RESOLVED**, that the County Comptroller and County Treasurer be and hereby are authorized to close the Capital Projects listed on "Addendum 1" and credit the appropriate revenue accounts no later than December 31, 2011; and be it further

2nd **RESOLVED,** as required by Resolution No. 303-2010, the attached "Addendum 1" reflects a sufficiently detailed justification for Capital Project(s) with uncommitted balances in excess of 15% of the total amount appropriated and an estimated cash balance associated with each project to be closed and total cash balance by fund for projects to be closed; and be it further

3rd **RESOLVED,** as required by Resolution No. 303-2010, the total reduction in bond authorization is estimated at $10,494,681; and be it further

4th **RESOLVED**, that if any additional aid is received on any of these projects the Treasurer may accept the aid and close this amount of aid to the appropriate fund and revenue account; and be it further

5th **RESOLVED**, that any unissued serial bond, bond anticipation note or capital note authorization remaining after the project is closed can be liquidated by the County Comptroller and the County Treasurer; and be it further

6th **RESOLVED**, that the County Comptroller and County Treasurer are authorized to transfer positive and negative cash balances to close these Capital Projects; and be it further

7th **RESOLVED**, that the County Comptroller and County Treasurer are hereby authorized to net the positive and negative cash as a result of the projects being closed and accept the remaining funds into the appropriate Operating Fund under revenue code 2954 Unused Capital Fund Authorization.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law _____ Charter Law _____

2. Title of Proposed Legislation

AUTHORIZING THE COUNTY COMPTROLLER AND COUNTY TREASURER TO CLOSE CERTAIN CAPITAL PROJECTS AND TRANSFER FUNDS

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE.

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

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

County X	**Town**	**Economic Impact**
Village	**School District**	**Other (Specify):**
Library District	**Fire District**	

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

THE CLOSING OF CAPITAL PROJECTS THAT HAVE BEEN COMPLETED HAS A POSITIVE IMPACT TO THE COUNTY OF SUFFOLK. IT REDUCES BOND AUTHORIZATIONS AND REMAINING CASH BALANCES WILL OFFSET DEBT EXPENSES.

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

THIS WILL BE DETERMINED ONCE THE FINAL CASH BALANCE HAS BEEN VERIFIED BY THE TREASURER'S OFFICE. THE FINAL CASH BALANCE SHOULD PROVIDE A SIGNIFICANT AMOUNT OF REVENUE TO THE COUNTY TO OFFSET DEBT SERVICE COSTS AND SHOULD EXCEED THE AMOUNT INCLUDED IN THE ADOPTED 2011 OPERATING BUDGET GENERAL FUND FOR THIS PURPOSE.

8. Proposed Source of Funding

PROPOSED CASH PROCEEDS FROM UNUSED CAPITAL FUND AUTHORIZATIONS

9. Timing of Impact

2011

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas E Paglia Jr. Asst Executive Analyst		October 7th, 2011

SCIN FORM 175b (10/95)

ADDENDUM 1

1906

Fund	PROJECT	DESCRIPTION	CURRENT BUDGET	EXPENDED	UNCOMMITTED	CASH BALANCE	% UNEXPENDED	JUSTIFICATION TO CLOSE CAPITAL PROJECTS WITH BALANCES IN EXCESS OF 15%
001	1133.110	PLANNING FOR SURROGATES COURT	124,000.00	123,842.25	157.75	$157.75	0.1%	
001	1133.310	RENOVATIONS TO SURROGATE'S COURT	1,240,000.00	1,240,000.00	0.00	$0.00	0.0%	
001	1451.512	PURCHASE OF OPTICAL SCANNER HAVA VOTIN	572,452.00	572,451.51	0.49	$0.49	0.0%	
001	1623.319	ROOF REPL VAR CNTY BLDGS	760,000.00	747,041.00	12,959.00	$12,959.00	1.7%	
001	1659.113	PL SFTY IMP TO H. LEE DENN BLD	75,000.00	69,641.75	5,358.25	$5,358.25	7.1%	
001	1664.316	ENERGY CONSERVATION AT VARIOUS COUNTY FACILITIES - ARRA	289,400.00	289,400.00	0.00	$0.00	0.0%	
001	1724.313	IMP TO WTR SUPPLY SYS VAR BLDG	450,000.00	450,000.00	0.00	$0.00	0.0%	
001	1737.114	PL REPL MAJOR BLDG EQUP - VAR	15,000.00	5,250.00	9,750.00	$9,750.00	65.0%	Most work was done in house. Minimal outside planning was required.
001	1738.312	MOD AMER W/DISABILITIES ACT	400,000.00	396,200.00	3,800.00	$3,800.00	0.9%	
001	1760.310	ELEV CTRLS SFTY UPGRADE	295,000.00	291,299.82	3,700.18	$3,700.18	1.3%	
001	1760.313	ELE CONT & SAF UPGRD @ VAR CTY FAC.	200,000.00	196,526.76	3,473.24	$3,473.24	1.7%	
001	1760.314	ELE CONT & SFTY UPGRD @ VAR FAC	200,000.00	191,140.63	8,859.37	$2,859.37	4.4%	
001	1767.310	CON REP & EQP STR GAR CTY FARM	250,000.00	242,770.27	7,229.73	$7,229.73	2.9%	
001	1768.111	DEMO OLD COOP EXT BLDG&PRK FAC	40,000.00	28,210.00	11,790.00	$1,790.00	29.5%	Planning work performed by the engineer came in lower than estimated.
001	1785.510	EQUIP REPL OF OUTDATED PC'S	230,000.00	229,130.01	869.99	$869.99	0.4%	
001	1787.110	ACQ, INSTALL, & MOD OF AN EMAIL ARCHIVING SYSTEM &DATA REST	700,000.00	50,589.75	649,410.25	$0.00	92.8%	Information Technology is completing E-Mail archiving under the County/Microsoft (EA) Agreement.
001	1806.512	PUB WRKS BLDGS OPERATION & MAINTENANCE EQUIPMENT	115,000.00	112,447.00	2,553.00	$53.00	2.2%	
001	3013.510	FURN & EQUIP FOR EXPANSION OF SHER. ENF. DIV @ CRIMINAL CRTS	225,000.00	224,496.00	504.00	$504.00	0.2%	
001	3044.510	F & E REPL DWI ALT FACILITY	200,000.00	0.00	200,000.00	$50,000.00	100.0%	DWI facility incorporated into the new jail.
001	3100.512	SPEED FEEDBACK DISPLAY SIGNS FOR CR 50	20,000.00	16,851.83	3,148.17	$148.17	15.7%	Actual costs less than estimated.
001	3117.515	PURCHASE OF ADDITIONAL HELICOPTER	3,149,709.00	3,149,709.00	0.00	$0.00	0.0%	
001	3122.310	IMP TO POLICE HDQTRS	800,000.00	635,533.04	164,466.96	$164,466.96	20.6%	Project came in under budget--Project went out to bid and the resulting bids came in lower than construction estimates.
001	3151.516	PURCHASE OF TIGIS HULL POLICE VESSELS	961,348.00	960,295.91	1,052.09	$263.01	0.1%	
625	3167.110	PLANNING FOR THE CONSTRUCTION OF HELICOPTER HANGAR EAST END	100,000.00	100,000.00	0.00	$0.00	0.0%	
001	3181.310	COMB POL/SHER QTRM SPLY & STOR	5,700,000.00	4,881,522.66	818,477.34	$128,477.34	14.4%	
001	3188.510	RENOVATION OF THE 6TH PRECINCT, CORAM	167,500.00	110,157.23	57,342.77	$57,342.77	34.2%	Project came in under budget, equipment costs were estimates.
001	3203.311	REPL EQIP. SHEL MT MIS RADIO T	50,000.00	42,836.76	7,163.24	$7,163.24	14.3%	
001	3215.310	REPL OF CAUMSETT RADIO TOWER	236,000.00	214,257.00	21,743.00	$21,743.00	9.2%	
001	3221.311	IMP TO 800MHZ COMM SYS PH II	350,000.00	342,924.93	7,075.07	$7,075.07	2.0%	
001	3221.312	IMP TO POL 800 MHZ RADIO COMM	61,000.00	49,250.01	11,749.99	$11,749.99	19.3%	Project came in under construction estimates.
001	3221.512	EQ - IMP 800MHZ COMM SYS PH II	400,000.00	396,822.52	3,177.48	$3,177.48	0.8%	
001	3301.112	ENG SERV -IMP TO HIGH ACC. LOC	65,000.00	65,000.00	0.00	$0.00	0.0%	
001	3301.121	SAFETY IMP AT CR31, OLD RIVERHEAD RD @ C	100,000.00	100,000.00	0.00	$0.00	0.0%	
001	3301.214	ROW CR67 MARCUS BLVD-SMTWN	100,000.00	53,230.57	46,769.43	$69.43	46.8%	At the time of Capital Budget/Program preparation/projection and appropriating request, the cost is an estimate – final settlement accepted by the claimant is the appraised amount.
001	3301.218	LA INT CR10 ELW RD@SR 25, HUNT	105,000.00	105,000.00	0.00	$0.00	0.0%	
001	3301.227	LA CR51 RVHD MOR RD & CR63 SH	350,000.00	311,916.93	38,083.07	$38,083.07	10.9%	
001	3301.230	LA REC PORTION OF CR12 OAK ST	20,000.00	4,500.00	15,500.00	$15,500.00	77.5%	At the time of Capital Budget/Program preparation/projection and appropriating request, the cost is an estimate – final settlement accepted by the claimant is the appraised amount.
001	3301.343	SFT IMP (CR10 /CR35@CR11/CR93	1,205,000.00	1,134,148.46	70,851.54	$70,851.54	5.9%	

Fund	PROJECT	DESCRIPTION	CURRENT BUDGET	EXPENDED	UNCOMMITTED	CASH BALANCE	% UNEXPENDED	JUSTIFICATION TO CLOSE CAPITAL PROJECTS WITH BALANCES IN EXCESS OF 15%
001	3302.110	TRAF CALM MEAS PATCHOGUE/HOLBRK RD	150,000.00	149,499.99	500.01	$500.01	0.3%	
001	3309.310	CR67 MTR PKWY CALEBS PTH CR17	1,000,000.00	829,414.25	170,585.75	$196,021.03	17.1%	Bids came in lower than engineer's estimates.
001	3416.111	FIRE-RESCUE COMM CTR REHABILITATION-PLANNING	26,600.00	26,038.20	561.80	$561.80	2.1%	
001	3508.510	REPLACEMENT HARDWARE-FINGERPRINT IDENTIFICATION SYSTEM	375,000.00	374,073.71	926.29	$926.29	0.2%	
001	4022.110	ADD TO TRI-COMM HLTH CTR, AMTY	220,500.00	158,466.43	62,033.57	$62,033.57	28.1%	This project is nearing completion and no further planning funds will be necessary. Project scope was completed under budget by bidding additional energy work completed using CP 1664.
001	4029.110	IMPL VOL PREHOS CARE EL RE SYS	798,000.00	761,621.07	36,378.93	$36,378.93	4.6%	
001	4055.527	PURCHASE OF EQIPMENT FOR HEALTH CENTERS	67,582.00	67,308.81	273.19	$273.19	0.4%	
001	4079.520	PURCHASE OF ENVIRONMENTAL HEALTH LABORATORY EQUIPMENT	166,000.00	160,732.96	5,267.04	$5,267.04	3.2%	
001	4079.522	PURCHASE OF ENVIRONMENTAL HEALTH LABORATORY EQUIPMENT	75,000.00	70,727.51	4,272.49	$4,272.49	5.7%	
001	5014.339	STRENGTH & IMP CTY RD	1,000,000.00	1,000,000.00	0.00	$0.00	0.0%	
001	5021.310	SFTY IMP CR46 WLM FLYD CR80-SP	875,000.00	875,000.00	0.00	$0.00	0.0%	
001	5021.311	SF IM WLM FLYD CR46 N SUNR LIE	1,190,000.00	1,172,376.14	17,623.86	$17,623.86	1.5%	
001	5035.110	ENG REC CR43 NTHVL TPK ELTON	300,000.00	170,038.69	129,961.31	$129,961.31	43.3%	Design completed under this planning fund. The proposed improvements to be included in the future CR 58 Drainage Improvement project.
001	5039.210	ACQ DR IMP CR76 TWNLINE-ISL&SM	43,200.00	14,950.99	28,249.01	$1,449.01	65.4%	At the time of Capital Budget/Program preparation/projection and appropriating request, the cost is an estimate – final settlement accepted by the claimant is the appraised amount.
001	5051.312	IMP COMMACK RD CR4 POLO ST-LIE	400,000.00	349,252.82	50,747.18	$50,747.18	12.7%	
001	5054.560	PL CONST DAY CARE CTRS-CTY FAC	70,000.00	64,187.44	5,812.56	$5,813.00	8.3%	
001	5054.564	TR SGNL IMP MNTK HWY & OCEAN	70,000.00	24,200.87	45,799.13	$45,799.13	65.4%	Bids came in lower than engineer's estimate--project completed as originally conceived.
001	5054.566	TR SIG WILLOUGHBY&SUFFOLK,BRNTWD	70,000.00	48,917.99	21,082.01	$21,082.01	30.1%	Bids came in lower than engineer's estimate--project completed as originally conceived.
001	5054.573	TRAFFIC SIGNAL IMPROVEMENTS	75,000.00	72,326.48	2,673.52	$2,673.52	3.6%	
001	5054.575	TRAF SIG IMP ON VAR CTY RDS	1,000,000.00	1,000,000.00	0.00	$0.00	0.0%	
001	5054.576	TRAF SIG IMP CR111 & HALSEY MANOR RD	75,000.00	75,000.00	0.00	$0.00	0.0%	
001	5054.579	TRAFFIC SIGNAL IMPR 2 CR21,YAP-MID RD & RU	100,000.00	100,000.00	0.00	$0.00	0.0%	
001	5090.312	REC BRDWY-GRNLWN CR86 /OLD FLD	1,200,000.00	1,200,000.00	0.00	$0.00	0.0%	
001	5095.110	RE CR11 PULSKI LRKFLD-25A H&SM	1,000,000.00	1,000,000.00	0.00	$0.00	0.0%	
001	5100.211	RECON VANDER MOTOR PKWY	270,000.00	241,884.25	28,115.75	$28,115.75	10.4%	
001	5118.211	ACQ RE CR16 PRTN RD@CR39 SMTHT	510,000.00	510,000.00	0.00	$0.00	0.0%	
001	5118.212	INTERS. IMP. ON CR 16, SMITHTOWN BLVD AT CR 93 LAKELAND-ROSE	210,000.00	164,835.56	45,164.44	$45,164.44	21.5%	At the time of Capital Budget/Program preparation/projection and appropriating request, the cost is an estimate – final settlement accepted by the claimant is the appraised amount.
001	5123.310	INTER IMP FOR CR 111, PT.JEFF-WEST @ LIE SERV RD	550,000.00	0.00	550,000.00	$100,000.00	100.0%	This funding was for the removal of the center median on the CR111 Bridge over the LIE. It was determined after initial assessment that this removal was not required.
001	5128.111	INTERSECTION IMPROVEMENTS ON CR19, PAT	25,000.00	25,000.00	0.00	$0.00	0.0%	
001	5175.310	IMP TO CR 99, WOODSIDE AVENUE	100,000.00	99,384.92	615.08	$615.08	0.6%	
001	5200.087	DREDGING COUNTY WATERS	600,000.00	547,738.89	52,261.11	$52,261.11	8.7%	
001	5200.110	SURVEYING FOR DREDGING CTY WTR	100,000.00	97,379.98	2,620.02	$2,620.02	2.6%	
001	5200.406	DREDG MEETINGHOUSE CRK. RIVERH	40,000.00	2,032.46	37,967.54	$37,967.54	94.9%	Bids came in lower than engineer's estimate--actual survey and planning costs were lower than anticipated.

Fund	PROJECT	DESCRIPTION	CURRENT BUDGET	EXPENDED	UNCOMMITTED	CASH BALANCE	% UNEXPENDED	JUSTIFICATION TO CLOSE CAPITAL PROJECTS WITH BALANCES IN EXCESS OF 15%
001	5200.408	DREDG BAYVIEW CANAL, BABYLON	35,000.00	19,215.00	15,785.00	$15,785.00	45.1%	Bids came in lower than engineer's estimate--actual dredging costs were lower than anticipated.
001	5200.413	DREDG DAVISON LAGOON, ISLIP	40,000.00	3,792.71	36,207.29	$36,207.29	90.5%	Bids came in lower than engineer's estimate--actual dredging costs were lower than anticipated.
001	5200.415	DREDG TUHLULAH LAGOON, ISLIP	35,000.00	3,792.71	31,207.29	$31,207.29	89.2%	Bids came in lower than engineer's estimate--actual dredging costs were lower than anticipated.
001	5200.416	DREDG WAGSTAFF LAGOON, ISLIP	35,000.00	3,792.71	31,207.29	$31,207.29	89.2%	Bids came in lower than engineer's estimate--actual dredging costs were lower than anticipated.
001	5200.417	DREDG WAMPUM LAGOON, ISLIP	35,000.00	3,792.71	31,207.29	$31,207.29	89.2%	Bids came in lower than engineer's estimate--actual dredging costs were lower than anticipated.
001	5200.432	DREDGING OF COUNTY WATERS	200,000.00	168,823.82	31,176.18	$31,176.18	15.6%	Bids came in lower than engineer's estimate.
001	5200.433	EMERG DREDG STONY BROOK HARBOR	40,000.00	16,340.08	23,659.92	$23,659.92	59.1%	Bids came in lower than engineer's estimate--actual dredging costs were lower than anticipated.
001	5200.434	EMER DRED NAPEAGUE HARBOR EH	700,000.00	568,185.24	131,814.76	$44,915.76	18.8%	Bids came in lower than engineer's estimate--actual dredging costs were lower than anticipated.
001	5361.310	W SHIN INLT INT STRM DAM PROT	1,100,000.00	0.00	1,100,000.00	$1,060,605.00	100.0%	SUNSET--NYS DEC project.
001	5371.315	RECONST OF CULVERTS	370,000.00	370,000.00	0.00	$15,000.00	0.0%	
001	5371.316	CLVRTS CR94,NUGENT&CR36,S CTRY	200,000.00	200,000.00	0.00	$0.00	0.0%	
001	5371.317	RECONST OF CULVERTS	50,000.00	0.00	50,000.00	$50,000.00	100.0%	Sunset-Grangebel Park culvert was invoiced to a general culvert capital project.
001	5497.111	CONSTRUCTION OF SIDEWALKS ON VARIOUS (	200,000.00	200,000.00	0.00	$0.00	0.0%	
001	5497.325	CONSTRUCTION OF SIDEWALKS ON VARIOUS (	50,000.00	34,450.84	15,549.16	$15,549.16	31.1%	Small, completed, sidewalk project on CR 19.
001	5505.211	C SH ROW AC CR39 N RD SHMPTN	225,400.00	160,000.00	65,400.00	$17,117.00	29.0%	At the time of Capital Budget/Program preparation/projection and appropriating request, the cost is an estimate -- final settlement accepted by the claimant is the appraised amount.
001	5505.310	CTY SH RE NORTH RD CR39/N. SEA	620,000.00	352,676.37	267,323.63	$154,693.63	43.1%	Bids came in lower than engineer's estimate--project completed as originally conceived.
001	5515.210	REC CR 46 WM FLYD PKWY	20,000.00	0.00	20,000.00	$20,000.00	100.0%	Sunset-Acquisition of property not required.
001	5523.110	STDY/ENG REC CR57 BAY SHORE RD	1,600,000.00	639,762.52	960,237.48	$48,732.50	60.0%	Any additional study or engineering required for this project will be funded from 5523.111
001	5526.110	ENG. MIDDLE RD CR48 HORTON AV	600,000.00	600,000.00	0.00	$0.00	0.0%	
001	5527.310	REC STR PATH	3,200,000.00	3,039,919.07	160,080.93	$160,080.93	5.0%	
001	5529.310	RECON OF CR 58, OLD COUNTRY RD	4,000,000.00	4,000,000.00	0.00	$0.00	0.0%	
001	5533.210	LA SHOULDERS CON CR67 MTR PKWY	210,000.00	72,585.22	137,414.78	$37,414.78	65.4%	At the time of Capital Budget/Program preparation/projection and appropriating request, the cost is an estimate -- final settlement amount accepted by the claimant is the appraised amount.
001	5543.110	PL DR IMP CR58 OLD RVHD RD, RH	325,000.00	191,661.05	133,338.95	$133,338.95	41.0%	This drainage improvement project was incorporated into the larger CR 58 roadway improvement project.
001	5543.310	REC OF CR 58, OLD CTRY RD @ PULASKI ST., P	600,000.00	600,000.00	0.00	$0.00	0.0%	
001	5546.310	REPLCE FENCE ON CR67	283,500.00	161,349.82	122,150.18	$122,150.18	43.1%	Bids came in lower than engineer's estimate.
001	5558.110	INTERSECTION IMP ON CR 10, ELWOOD RD @ CR11, PULASKI RD- PLA	225,000.00	7,000.00	218,000.00	$3,000.00	96.9%	This was planning funds to investigate capacity improvements at this intersection. Early in the planning phase, it was identified that substantial acquisitions were required from the school on the northeast corner and subsequent discussions with school officials indicated they were not in favor of the project or the required acquisition of their property. No other alternative was feasible, therefore, the project was not progressed.
001	5559.310	PUB HLTH & SAF IMP FENCE ON CR67 BET REDLEAF LN & MELWOOD DR	2,000,000.00	1,904,007.43	95,992.57	$95,992.57	4.8%	
001	5657.510	PUR OF UP TO 30 TRANSIT BUSES	9,458,585.00	9,458,585.00	0.00	$0.00	0.0%	
001	5658.539	PUR REPL SUPPORT VEHICLES	340,000.00	296,613.58	43,386.42	$4,338.42	12.8%	

ADDENDUM 1

Fund	PROJECT	DESCRIPTION	CURRENT BUDGET	EXPENDED	UNCOMMITTED	CASH BALANCE	% UNEXPENDED	JUSTIFICATION TO CLOSE CAPITAL PROJECTS WITH BALANCES IN EXCESS OF 15%
001	5838.110	PL REHAB OF SMITH POINT BRIDGE	850,000.00	850,000.00	0.00	$0.00	0.0%	
001	5903.110	PT JEFF-WAD RVR RAILS TO TRLS	200,000.00	0.00	200,000.00	$40,000.00	100.0%	Sunset–LIPA has not finalized an agreement with the County. Once finalized, project can be re-established and funding appropriated at that time.
001	5903.310	PT JEFF-WAD RVR RAILS TO TRLS	1,800,000.00	0.00	1,800,000.00	$0.00	100.0%	Sunset–LIPA has not finalized an agreement with the County. Once finalized, project can be re-established and funding appropriated at that time.
001	6413.310	INCUBATORS FOR BUS IN DISTRESSED AREAS	150,000.00	150,000.00	0.00	$0.00	0.0%	
001	7009.113	PL IMP TO CAMPGROUNDS	93,000.00	32,817.29	60,182.71	$60,182.71	64.7%	Funding was for planning of sanitary facilities at Cedar Pt, Sears Bellow, West Hills, Blydenburgh; no plans for such facilities at this time.
001	7032.110	PLN REN STHVN CTY PK STABLES	50,000.00	21,687.98	28,312.02	$3,312.02	56.6%	There are no plans to renovate the stables at this time.
001	7077.110	PL IMP VAN BOURGONDIEN CTY PK	20,000.00	18,057.94	1,942.06	$1,942.06	9.7%	
001	7077.312	IMP TO VAN BOURGONDIEN CTY PK	230,000.00	219,883.67	10,116.33	$10,116.33	4.4%	
001	7097.110	PL NOISE MOD TRAP&SKEET SHVN P	70,000.00	50,000.00	20,000.00	$0.00	28.6%	No plans to conduct further mitigation.
001	7099.310	RECONSTR OF SPILLWAYS	275,000.00	162,431.90	112,568.10	$17,730.10	40.9%	Funding is specific to Southaven Park; no further spillway remediation is needed at this time.
001	7108.310	STRMWTR REM IMP @ MES CTY PK	15,000.00	0.00	15,000.00	$15,000.00	100.0%	SUNSET–Funding used out of CP 8241.
001	7109.111	PL CTY SHIRLEY/SMTH PT MARINA	35,000.00	11,539.13	23,460.87	$23,460.87	67.0%	There are no plans to develop Smith Point Marina at this time.
001	7162.316	REST OF SMITH POINT CTY PARK	1,200,000.00	1,200,000.00	0.00	$0.00	0.0%	
001	7175.110	PL IMP TO RAYNOR BEACH CTY PK	190,000.00	178,225.23	11,774.77	$11,774.77	6.2%	
001	7177.215	SC MULT LND PRES ELWD GRNLWN	16,712,000.00	16,712,000.00	0.00	$0.00	0.0%	
001	7401.110	REST HABITAT WING @ VAND MUS	20,000.00	0.00	20,000.00	$20,000.00	100.0%	Close–7401.310 already closed.
001	7437.111	PLN IMPROV TO PLANETARIUM	50,000.00	0.00	50,000.00	$25,000.00	100.0%	Sunset
001	7440.111	PL INST OF FIRE & SECURITY SYS	120,000.00	43,200.00	76,800.00	$76,800.00	64.0%	Close–Some planning completed in house.
001	7450.112	PLN MOD FOR COMP WITH ADA	55,000.00	0.00	55,000.00	$55,000.00	100.0%	Sunset
001	7450.312	MOD FOR COMP WITH ADA	393,000.00	0.00	393,000.00	$60,000.00	100.0%	Sunset
001	7510.329	IM HIST STS & BLDGS CHNDLR EST	140,000.00	28,050.00	111,950.00	$111,950.00	80.0%	Building destroyed by fire.
001	7512.311	RENOVATION TO HISTORIC SCULLY ESTATE - K	25,000.00	0.00	25,000.00	$25,000.00	100.0%	No viable location to site solar panels at Scully.
001	8223.411	BROWNSFIELD PILOT PROJECT	4,000.00	0.00	4,000.00	$4,000.00	100.0%	No minor site improvements will be required by the Health Dept. Any site improvements would come from future DPW/ECD projects.
001	8224.113	PLN PUB HLTH REL HRMFL ALGAL BLMS	80,000.00	79,999.89	0.11	$0.11	0.0%	
001	8224.114	PLN PUB HLTH REL HRMFL ALGAL BLMS	62,719.00	57,865.11	4,853.89	$0.00	7.7%	
001	8228.116	STDY OCC BRWN TIDE MARINE WTRS	100,000.00	93,530.92	6,469.08	$6,469.08	6.5%	
001	8235.111	PL FOR PECONIC BAY ESTUARY PRO	100,000.00	98,532.51	1,467.49	$1,467.49	1.5%	
001	8235.518	PECONIC BAY ESTUARY PROGRAM	50,000.00	50,000.00	0.00	$0.00	0.0%	
001	8237.111	WATER QUALTY MOD PHASE IV	600,000.00	598,677.00	1,323.00	$0.00	0.2%	
001	8237.113	WATER QUALITY MODEL PHASE V	100,000.00	100,000.00	0.00	$0.00	0.0%	
						$4,229,328.06		
115	3188.110	PL REN EXIST SIXTH PCT CORAM	50,000.00	25,000.00	25,000.00	$0.00	50.0%	Project used in house contractors & came in under budget
115	3220.310	CON 800MHZ SYS&S.SHORE ENHNCMT	5,600.00	4,309.68	1,290.32	$1,290.32	23.0%	Construction costs were less than estimated.
115	3220.510	EQ 800MHZ SYS& S.SHORE ENHNCMT	192,000.00	148,699.19	43,300.81	$43,300.81	22.6%	Equipment costs were less than estimated costs.
115	3221.310	IMP POL 800MHZ RADIO COMM SYST	25,000.00	0.00	25,000.00	$25,000.00	100.0%	Funds from 3221.311 & 3221.312 were adequate to complete the project fully.
115	3221.510	IMP 800 MHZ RAD COMM SYST-HUNT	510,000.00	507,231.64	2,768.36	$2,768.36	0.5%	
115	3231.110	PLN POL HDQTR COM OP CTR RENO	65,000.00	60,425.29	4,574.71	$4,574.71	7.0%	
						$76,934.20		
133	1125.312	REN/IMP TO COHALAN COURT COMPL	1,610,000.00	1,606,017.58	3,982.42	$3,982.42	0.2%	
						$3,982.42		

ADDENDUM 1

Fund	PROJECT	DESCRIPTION	CURRENT BUDGET	EXPENDED	UNCOMMITTED	CASH BALANCE	% UNEXPENDED	JUSTIFICATION TO CLOSE CAPITAL PROJECTS WITH BALANCES IN EXCESS OF 15%
201	8169.113	PL IMP TO SCSD #1 PORT JEFF	1,261,179.00	1,206,846.98	54,332.02	$54,331.76	4.3%	
						$54,331.76		
203	8108.060	CATHODIC PROT OUTFALL SWSD	2,235,000.00	2,142,227.59	92,772.41	$98,945.37	4.2%	
203	8110.310	CONSTRUCTION OF SEWERS SOUTHWEST SEW DIS	416,463.00	416,462.30	0.70	$0.00	0.0%	
203	8170.410	IMP SEWAGE TRTMNT FAC SW S.IMP	356,907.00	354,825.30	2,081.70	$66,224.45	0.6%	Upon completion of the project the department submitted a reimbursement request voucher to NYS; the remaining cash is the NYS reimbursement from the Clean Water/Clean Air Bond Act.
203	8170.411	SITE IMP SEW TRTMNT FAC SWSD 3	75,000.00	0.00	75,000.00	$75,000.00	100.0%	The project was for a sewage pump out facility for boats. The facility was constructed using grant funds; site funds were then not needed.
						$240,169.82		
205	8115.310	CON SEW TR SYS @ STRATHMORE HUNTINGTON	1,341,208.00	1,328,913.18	12,294.82	$0.32	0.9%	
205	8115.311	IMPROVEMENTS TO SD#5 - STRATHMORE CONSTRUCTION	50,000.00	47,588.78	2,411.22	$2,411.22	4.8%	
						$2,411.54		
207	8150.310	SD#7 MEDFORD SEWER SYSTEM IMPROVEMENTS	300,000.00	292,685.17	7,314.83	$7,314.83	2.4%	
						$7,314.83		
210	8175.311	IMP TO SD#10-ST BRK-CON	147,251.00	146,671.02	579.98	$580.34	0.4%	
						$580.34		
211	8117.110	IMP SD#11 - PLN DES&SUPRV	1,061,074.00	1,016,129.34	44,944.66	$44,945.07	4.2%	
211	8117.410	IMP TO SEWAGE TREATMENT FAC SELDEN S.D. SITE IMP	36,000.00	31,200.00	4,800.00	$4,800.00	13.3%	
						$49,745.07		
214	8151.110	IMP TO SD#14-PARKLAND-PLN	56,861.00	0.00	56,861.00	$56,860.97	100.0%	In-house engineering used to address projects instead of consultants.
						$56,860.97		
215	8138.310	CONST IMP TO SD 15 NOB HILL	375,000.00	363,717.45	11,282.55	$11,282.55	3.0%	
215	8138.312	CONSTRUCTION IMPROVEMENTS TO SD#15 NOB HILL	685,000.00	671,912.86	13,087.14	$13,087.14	1.9%	
						$24,369.69		
218	8126.110	IMP TO SD #18-HAUPPAUGE INDUST	708,311.00	707,709.22	601.78	$14,422.87	0.1%	
						$14,422.87		
261	8179.111	SCAVENGER WASTE FAC STUDY EIS	250,000.00	158,022.35	91,977.65	$91,977.65	36.8%	After initial review, the proposed scavenger plant would have had a negative environmental impact; further studying therefore not needed.
						$91,977.65		
404	8166.511	PURCHASE OF DIVISION OF SANITATIONLABORATORY EQUIPMENT	150,000.00	149,378.92	621.08	$621.08	0.4%	
404	8179.113	STY GR/SCAVNGR WASTE TRMNT FAC	250,000.00	217,500.00	32,500.00	$32,500.00	13.0%	

Fund	PROJECT	DESCRIPTION	CURRENT BUDGET	EXPENDED	UNCOMMITTED	CASH BALANCE	% UNEXPENDED	JUSTIFICATION TO CLOSE CAPITAL PROJECTS WITH BALANCES IN EXCESS OF 15%
404	8179.114	PLANNING SCAVANGER WASTE FEASIBILITY STUDY	350,000.00	0.00	350,000.00	$350,000.00	100.0%	Refer to CP 8179.111. This phase was for the design of the system if recommended by the EIS.
						$383,121.08		
477	8240.111	STORM WATER REMEDIATION ON VARIOUS CO	145,000.00	0.00	145,000.00	$145,000.00	100.0%	Appropriation was for CR 94. The funding was going to be for hiring a consultant engineer firm to perform the design however the design was progressed instead in-house.
477	8240.310	STRM WTR REM VAR CTY RDS	270,000.00	192,310.62	77,689.38	$77,689.38	28.8%	Project completed in 2007. Due to field conditions, modifications to the proposed drainage system during construction resulted in actual construction costs that were lower than the preliminary estimate.
477	8240.314	STRM WTR REM @ VAR CTY RDS	135,000.00	135,000.00	0.00	$67,456.65	0.0%	This project was a NYS Clean Water Bond Act Project which the department had an approved reimbursement for 50% of the cost of the project up to a maximum amount of $67,500. Upon completion of the project the department submitted a reimbursement request voucher to NYS; the remaining cash is the NYS reimbursement.
477	8240.316	STM WTR REM AT VAR CTY RDS	462,500.00	0.00	462,500.00	$462,500.00	100.0%	SUNSET–Original appropriation was only for Town of Southampton. Project could not advance without the Village of Southampton also participating. Two new resolutions to be forthcoming from Water Quality reallocating appropriation between the Town and Village.
477	8709.210	SC WATER PROT OPEN SP PRES	48,821,165.00	46,488,151.04	2,333,013.96	$2,333,013.96	4.8%	Public Referendum in 2007 allowed for funding between December 1st 2007 and December 31st, 2011
477	8710.126	USGS MONITORING OF WATERWAYS FOR MOS	100,000.00	100,000.00	0.00	$0.00	0.0%	
477	8710.129	FOUR POSTER FIELD STUDY	21,629.00	0.00	21,629.00	$21,629.00	100.0%	Study was completed by Cornell Cooperative using a similar study it was already conducting.
477	8710.310	CHAMPLN CRK&PILOT STORM BOX DR	52,000.00	8,289.44	43,710.56	$43,710.56	84.1%	The cost to purchase and install the catch basin filters was far lower than appropriated.
477	8710.311	STRMWTR REMED CARLLS RVR@PHELP	175,000.00	136,369.93	38,630.07	$38,630.07	22.1%	Project completed June 2008. Project came in under budget.
477	8710.313	SAN WSTWTR REUSE PH 1 & PH 2	165,000.00	0.00	165,000.00	$165,000.00	100.0%	SUNSET–Project completed by the Town of Riverhead.
						$3,354,629.62		
625	5709.510	TOWER RENOVATIONS AT FRANCIS S. GABRESKI AIRPORT	33,333.00	0.00	33,333.00	$3,333.00	100.0%	Surplus, new equipment provided at no cost by Air National Guard and Federal Government.
						$3,333.00		
		Total for all Funds				**$8,593,512.92**		

1907

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

Laid on Table 10/11/11

RESOLUTION NO - 2011, DELEGATING TO THE COUNTY COMPTROLLER THE POWER TO AUTHORIZE THE ISSUANCE OF REVENUE ANTICIPATION NOTES OF THE COUNTY OF SUFFOLK, NEW YORK, IN AN AMOUNT NOT TO EXCEED $80,000,000, IN ANTICIPATION OF THE RECEIPT OF CERTAIN REVENUES FOR THE FISCAL YEAR ENDING DECEMBER 31, 2011, TO PRESCRIBE THE TERMS, FORM AND CONTENTS OF SUCH NOTES, AND TO PROVIDE FOR THE SALE AND CREDIT ENHANCEMENT THEREOF

THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. Pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), the power to authorize the issuance of Revenue Anticipation Notes (herein called the "Notes") of the County of Suffolk, in the State of New York (the "County" and "State", respectively), in an aggregate principal amount not to exceed $80,000,000, and any notes in renewal thereof, is hereby delegated to the County Comptroller, as chief fiscal officer of the County.

Section 2. The Notes are authorized to be issued in anticipation of the receipt of certain revenues expected to be received by the County during the fiscal year ending December 31, 2011, consisting of: $80,000,000 in anticipation of the receipt of New York State Aid revenues. All of the foregoing shall be due and payable to the County during the fiscal year ending December 31, 2011. The proceeds of such Notes shall be used only for the purposes of paying the current expenses of the County for said fiscal year payable from the revenues in anticipation of which they are issued.

Section 3. The following additional matters are hereby determined and declared:

(a) The Notes are not issued in renewal of other notes.

(b) The Notes shall mature within the period of one year from the date of their issuance and may be renewed from time to time in accordance with the provisions of the Law.

(c) No revenue anticipation notes have been heretofore issued in anticipation of the revenues specified in Section 2 hereof.

(d) The Notes are issued in anticipation of the collection of revenues other than real estate taxes or assessments.

Section 4. The Notes hereby authorized shall contain the recital of validity prescribed by Section 52.00 of the Law and shall be general obligations of the County. The faith and credit of the County are hereby pledged to the punctual payment of the principal of and interest on the Notes and unless the Notes are otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget of the County and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 5. Subject to the provisions of this resolution and the Law, and pursuant to Section 50.00 and Sections 56.00 to 61.00 of the Law, the power to sell and issue the Notes authorized pursuant hereto, and any renewals thereof, and to determine the terms, form and contents, including the manner of execution, of such Notes, and to execute arbitrage certifications relative thereto, is hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. This resolution shall take effect immediately.

DATED:

APPROVED BY:

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County Executive of Suffolk County

Date:

s:\res\r-anticipation notes comptroller

1908

Intro. Res. No. -2011 Laid on Table 10/11/11

Introduced by Legislator Cooper

RESOLUTION NO. -2011, AUTHORIZING PLANNING STEPS FOR THE ACQUISITION OF LAND UNDER THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM, AS AMENDED BY LOCAL LAW 24-2007 (WILLIAMS PROPERTY, COLD SPRING HARBOR) TOWN OF HUNTINGTON (SCTM NO. 0400-016.00-02.00-013.004)

WHEREAS, the Suffolk County Drinking Water Protection Program, as amended by Local Law 24-2007, authorizes the use of 31.10% of sales and compensating use tax proceeds generated each year for specific environmental protection, including the acquisition of land for use as hamlet greens, hamlet parks, pocket parks, active parkland, active recreation, historic and/or cultural park in accordance with specific criteria set forth therein; and

WHEREAS, the parcel(s) listed in Exhibit "A" of this resolution meets the criteria for acquisition under the Drinking Water Protection Program; and

WHEREAS, adequate funding is provided for, pursuant to Section C12-2(A)(1)(g) of the SUFFOLK COUNTY CHARTER, from 31.10% of the sales and compensating use tax proceeds, for the acquisition of such land as open space; and

WHEREAS, the Town of Huntington and North Shore Land Alliance, Inc. have indicated a willingness to share the fifty percent (50%) cost of the acquisition of this property; now, therefore, be it

1st **RESOLVED**, that the parcel(s) listed in Exhibit "A" of this resolution, consisting of approximately 35 acres, are hereby approved for preliminary planning steps and ultimate inclusion in the Suffolk County Drinking Water Protection Program pursuant to Article XII of the SUFFOLK COUNTY CHARTER for use as open space; and be it further

2nd **RESOLVED**, that the parcel(s) listed in Exhibit "A" meet the criteria required by the Suffolk County Drinking Water Protection Program; and be it further

3rd **RESOLVED**, that the Commissioner of the County Department of Public Works is hereby authorized, empowered, and directed, pursuant to Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to have surveys and maps prepared for the subject parcel(s); and be it further

4th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management within the County Department of Environment and Energy, or his or her deputy, is hereby authorized, empowered, and directed, pursuant to Section 42-2(C) of the SUFFOLK COUNTY CHARTER, to have the subject parcel(s) appraised, environmentally audited, and searched for title; and be it further

5th **RESOLVED**, that the cost of such surveys, title searches, audits, maps and/or appraisals, if any, shall be paid from the funds to be appropriated pursuant to Article XII of the SUFFOLK COUNTY CHARTER as a reimbursement, if necessary, for costs incurred and paid for from other funds or as a direct payment from such proceeds, as the case may be; and be it further

6th **RESOLVED**, that the Director of the Division of Real Property Acquisition and Management within the County Department of Environment and Energy, or his or her deputy, is hereby further authorized, empowered, and directed, pursuant to Section 42-2(C) of the SUFFOLK COUNTY CHARTER, to utilize such valid appraisals for the subject parcel(s) as may be made available to the County by any pertinent municipality, either voluntarily or upon request by the County of Suffolk; and be it further

7th **RESOLVED**, that the County of Suffolk may reimburse any municipality, whose appraisal is utilized for the above-described purpose, for the cost of obtaining such appraisal in the event that the County elects to utilize such appraisals for the subject parcel(s); and be it further

8th **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:

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County Executive of Suffolk County

Date:

s:\res\r-Williams Property Planning Steps

PARCEL:	SUFFOLK COUNTY TAX MAP NUMBER:		ACRES:	REPUTED OWNER AND ADDRESS:
No. **1**	District	0400	31.44	The Estate of Priscilla DeForest Williams and Douglas Williams 6 Shore Road P.O. Box 242 Cold Spring Harbor, NY 11724-0242
	Section	016.00		
	Block	02.00		
	Lot	013.004		

EXHIBIT "A"

1909

Intro. Res. No. -2011 Laid on Table 10/11/11
Introduced by Legislator Kennedy

RESOLUTION NO. -2011, CANCELLING A CERTAIN CONSULTANT CONTRACT

WHEREAS, the Department of Health Services contracted with CMS Compliance Group, Inc., ("CMS") 68 South Service Road, Suite 100, Melville, NY 11747, to provide consultant services in connection with the closure of the John J. Foley Skilled Nursing Facility; and

WHEREAS, this contract is scheduled to run through September 30, 2012 in an amount not to exceed $205,000; and

WHEREAS, a majority of the County Legislature opposes closing the Foley Facility, and there are sufficient funds in the 2011 Operating Budget to operate Foley; and

WHEREAS, closing the Foley Facility is not in the public's interest in that it will only diminish the facility's value, dislocate hundreds of patients and cause hundreds of layoffs; now, therefore be it

1st **RESOLVED**, that the County's contract with CMS Compliance Group, Inc., as described herein, is hereby terminated; and be it further

2nd **RESOLVED**, that the Department of Health Services is hereby directed to notify the consultant of the contract's termination; 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:

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County Executive of Suffolk County

Date:

s:\res\r-terminate-contract-cms

1910

Intro. Res. No. -2011 Laid on Table 10/11/11

Introduced by Legislator Romaine

RESOLUTION NO. –2011, DIRECTING THE DEPARTMENT OF FIRE, RESCUE AND EMERGENCY SERVICES TO MAINTAIN A LIST OF SITES THAT ARE CONTAMINATED OR STORE POTENTIALLY DANGEROUS MATERIALS IN SUFFOLK COUNTY

WHEREAS, Suffolk County strives to ensure its residents are provided with the highest level of protection from fires; and

WHEREAS, some parcels have been contaminated by industrial uses and may be a danger to nearby residents if a fire occurs on those premises; and

WHEREAS, many developed parcels are also used to store materials that are highly flammable and, if ignited, may pose a danger or health hazard to persons living in the surrounding community; and

WHEREAS, some properties storing highly flammable materials in Suffolk County are located in close proximity to residential neighborhoods; and

WHEREAS, in order to protect the residents of Suffolk County, the Department of Fire, Rescue and Emergency Services ("FRES") should compile a comprehensive list of sites located in the County that are contaminated or store materials that may be a danger or health hazard if ignited and distribute same to local first responders and government officials; now, therefore be it

1st **RESOLVED**, that the Department of Fire, Rescue and Emergency Services is hereby authorized, empowered and directed to compile a list of all properties in Suffolk County that are known to be contaminated or are used to store materials which may pose a health hazard or danger to the public when ignited; and be it further

2nd **RESOLVED**, that FRES is further authorized and directed to update this list on or before March 1st of each year; and be it further

3rd **RESOLVED**, that the list shall be provided to all fire, ambulance and police departments in Suffolk County, each member of the Suffolk County Legislature, the County Executive, the New York State Department of Environmental Conservation Regional Office, and the Department of Health services commissioner on or before March 1st of each year; 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:

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County Executive of Suffolk County

Date:

s:\res\r-contaminated health hazard site list

1912

Intro. Res. No. -2011 Laid on Table 10/11/2011
Introduced by Legislator Schneiderman

RESOLUTION NO. -2011, DIRECTING THE DEPARTMENT OF PUBLIC WORKS TO DEVELOP AND ISSUE RFP'S FOR THE SALE AND LEASE BACK OF THE H. LEE DENNISON BUILDING AND THE COUNTY CORRECTIONAL FACILITY IN RIVERHEAD

WHEREAS, agreement has been reached between the Suffolk County Executive's Budget Office and the Legislative Office of Budget Review that there exists a projected budgetary shortfall based on a cost-to-continue budget for 2011 and 2012 in the range of $140 million to $180 million; and

WHEREAS, extraordinary and creative measures are necessary to fully resolve the budgetary shortfall problems currently confronting the County of Suffolk; and

WHEREAS, taking decisive action now to avoid a projected shortfall may mitigate the need for service reductions, possible staff reductions, or tax increases in 2012 and 2013; and

WHEREAS, the sale and lease back of the H. Lee Dennison Building and/or the County Correctional Facility in Riverhead could provide a significant source of revenue to the County; and

WHEREAS, the upfront gain from these sales lease back arrangements would exceed annual lease payments over the first 10 years of a 20 year payment plan; now, therefore be it

1st **RESOLVED**, that the Department of Public Works shall develop and prepare a RFP or RFP's for the sale and lease back of the H. Lee Dennison Building and for the sale and lease back of the County Correctional Facility in Riverhead, within sixty (60) days of this resolution's passage; and be it further

2nd **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 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.

DATED:

APPROVED BY:

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County Executive of Suffolk County

Date:

1913

Intro. Res. No. -2011

Laid on Table 10/11/11

Introduced by Legislator Anker

RESOLUTION NO. –2011, ESTABLISHING A LEGISLATIVE COMMITTEE TO PROVIDE GUIDANCE AND STREAMLINE THE PERMITTING PROCESS FOR WASTE WATER AND FOOD SERVICES

WHEREAS, the Department of Health Services' Division of Environmental Quality administers the County's waste water permitting process; and

WHEREAS, the Department of Health Services ("Department") also issues permits to food service establishments operating in Suffolk County; and

WHEREAS, these permitting processes are essential to protecting the public health and County groundwater, maintaining the quality of life enjoyed by visitors and residents of Suffolk County; and

WHEREAS, members of the business community have expressed concern that the Department takes too long to process permit applications and issue permits; and

WHEREAS, businesses in Suffolk County need waste water and, where applicable, food service permits to open, continue operation, and expand; and

WHEREAS, an exceedingly lengthy permitting process hurts businesses, preventing them from operating to their fullest potential and minimizes their ability to contribute to the local economy; and

WHEREAS, the Department may be experiencing these delays due to a difficulty in ensuring sufficient staff to administer these programs; and

WHEREAS, the County Legislature should establish an oversight committee for the Department of Health Services' waste water and food service programs to ensure that permit applications are reviewed and permits are issued in a timely, efficient manner while preserving the public health and ground water; now, therefore be it

1st **RESOLVED**, that a special Waste Water and Food Service Permitting Oversight Committee is hereby created to examine the Department of Health Services' waste water and food service permitting processes to ensure their efficient administration; and be it further

2nd **RESOLVED**, that this Committee shall have the following 5 members:

1) The chairperson of the County Legislature's Health and Human Services committee, or his or her designee;

2) The chairperson of the County Legislature's Environment, Planning and Agriculture committee, or his or her designee;

3) The chairperson of the County Legislature's Economic Development, Higher Education and Energy committee, or his or her designee;

4) The County Executive, or his or her designee; and

5) The Presiding Officer of the Legislature, or his or her designee;

and be it further

3rd **RESOLVED**, that the Committee shall examine the existing Department of Health Services permitting procedures for waste water and food services permits and work with the Department of Health Services to improve both permitting processes; and be it further

4th **RESOLVED**, that the Committee shall meet with the Department of Health Services at least monthly to ensure that all practicable steps are being implemented to improve the stated permitting processes; and be it further

5th **RESOLVED**, that the Committee shall regularly provide a status update on its efforts and those of the Department at meetings of the County Legislature's Health and Human Services Committee; and be it further

6th **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:

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County Executive of Suffolk County

Date:

s:\res\r-waste water and food service permit oversight

1914

Intro. Res. No. -2011 Laid on Table 10/11/2011
Introduced by Presiding Officer Lindsay

RESOLUTION NO. –2011, APPROPRIATING FUNDS IN CONNECTION WITH RENOVATIONS TO LONG ISLAND MARITIME MUSUEM (CP 7165)

WHEREAS, the East Gate House at the Long Island Maritime Museum (LIMM) is in need of HVAC improvements for conversion to an office space; and

WHEREAS, the storage barn at LIMM is in need of repair to stop water infiltration; and

WHEREAS, there are sufficient funds within the 2011 Capital Budget and Program to cover the cost of construction for said work under Capital Project 7165; and

WHEREAS, that this Legislature, by resolution of even date herewith, has authorized the issuance of $100,000 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 thirty-eight (38) 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 proceeds of $100,000 in Suffolk County Serial Bonds be and they hereby are appropriated as follows:

Project Number	JC	Project Title	Amount
525-CAP-7165.313	26	Renovations to Long Island Maritime Museum	$100,000

and be it further

3rd 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:

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County Executive of Suffolk County

Date:

T:\BRO\LIMM Barn & East Gate House - Lindsay.docx

1915

Intro. Res. No. -2011 Laid on Table 10/11/11
Introduced by Legislator Gregory

RESOLUTION NO. –2011, AUTHORIZING A COMMUNITY COLLEGE CHARGEBACK LINE ON REAL PROPERTY TAX BILLS

WHEREAS, the County Executive's Recommended 2012 Operating Budget proposes to charge back to the County's ten towns, the cost incurred by the County for residents attending the Fashion Institute of Technology; and

WHEREAS, the County has never charged the towns for costs incurred for out-of-county tuition; and

WHEREAS, such a charge back will inevitably lead the towns to raise property taxes; and

WHEREAS, the town governments have requested that they be authorized to inform their local taxpayers of the tax impact of this mandated cost; and

WHEREAS, the towns should have the ability to identify this mandate on the tax bill; now, therefore be it

1st **RESOLVED**, that the real property tax bills prepared by the Receivers of Taxes of the ten towns of Suffolk County may set forth on a separate line attributable to the Town portion of the tax bills, the amount of taxes due as a result of the community college charge back proposed by the County Executive in his Recommended 2012 Operating Budget; 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:

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County Executive of Suffolk County

Date:

s:\res\r-chargeback-sccc-tax-bills

1916

Intro. Res. No. -2011 Laid on Table 10/11/11
Introduced by Legislator Romaine

RESOLUTION NO. –2011, DIRECTING THE DEPARTMENT OF PUBLIC WORKS TO INSTALL A FULL THREE-COLOR STOPLIGHT AT THE INTERSECTION OF CR 111 AND HALSEY MANOR ROAD

WHEREAS, pursuant to Resolution No. 1028-2007, a blinking traffic signal was placed at the intersection of CR 111 and Halsey Manor Road; and

WHEREAS, since the installation of the traffic signal, several accidents have occurred in the vicinity of this intersection; and

WHEREAS, due to development, traffic volumes have increased in recent years on both CR 111 and Halsey Manor Road; and

WHEREAS, to ensure the safety of these roads, the traffic signal should be reprogrammed as a full three-color stoplight; now, therefore be it

1st **RESOLVED**, the Department of Public Works is hereby authorized, empowered and directed to reprogram the existing traffic signal at CR 111 and Halsey Manor Road as a full three-color stoplight; 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:

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County Executive of Suffolk County

Date:

s:\res\r-traffic signal 111 halsey manor road