1735

Intro. Res. No. -2014 Laid on Table 7/29/14
Introduced by Legislator Spencer

RESOLUTION NO. -2014, ESTABLISHING A "PROTECT OUR DRINKING WATER" PUBLIC EDUCATION CAMPAIGN CONTEST TO INCREASE AWARENESS OF THE IMPORTANCE OF AQUIFER PROTECTION

WHEREAS, Suffolk County sits atop a sole source aquifer which provides the drinking water to its 1.5 million residents; and

WHEREAS, the County works hard through land preservation and clean water programs in the Department of Health Services to protect the aquifer from pollution; and

WHEREAS, all County residents should be concerned about protecting our drinking water and informed of actions they can take to ensure the aquifer continues to provide clean, safe drinking water for generations to come; and

WHEREAS, the County of Suffolk should take all possible steps to increase public awareness of the aquifer and the protection of our drinking water; now, therefore be it

1st **RESOLVED**, that the Office of the Presiding Officer of the County Legislature shall conduct an annual "Protect Our Drinking Water" campaign in high schools throughout the County of Suffolk, inviting students to participate in a contest where they create a video public service announcement on the importance of protecting the County's aquifer and steps residents can take to protect our drinking water; and be it further

2nd **RESOLVED**, that each Legislator may send letters and a copy of the aquifer protection pamphlet, published pursuant to the 5th RESOLVED clause of this Resolution, to the Superintendents of public school districts, located within their pertinent legislative district, advising the school as to the contest; and be it further

3rd **RESOLVED**, that each participating Legislator shall judge entries made by high schools and then recommend to the Presiding Officer of the County Legislature one (1) public service announcement to represent their legislative district; and be it further

4th **RESOLVED**, that the deadline for submitting eligible public service announcements to the Presiding Officer shall be May 1st of each year beginning with the year 2015; the Legislative Office of Budget Review shall then select the winning public service announcement, which shall be announced by the Presiding Officer at the first regularly scheduled meeting of the Legislature in June each year; and be it further

5th **RESOLVED**, that any student requesting to participate in said contest shall be furnished with a pamphlet from the Suffolk County Department of Health Services regarding the aquifer and County drinking water, as well as information from any other relevant organization dedicated to drinking water protection in Suffolk County; and be it further

6th **RESOLVED**, that said pamphlet shall be disseminated by the County Department of Health Services no later than January 31st each year; and be it further

7th **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-education-campaign-protect-our-drinking-water

1736

Intro. Res. No. -2014 Laid on Table 7/29/14

Introduced by Legislators Hahn and Stern

RESOLUTION NO. - 2014, ADOPTING LOCAL LAW NO. -2014, A LOCAL LAW TO BAN THE SALE OF PERSONAL CARE PRODUCTS CONTAINING MICROBEADS IN SUFFOLK COUNTY

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2014, a proposed local law entitled, "**A LOCAL LAW TO BAN THE SALE OF PERSONAL CARE PRODUCTS CONTAINING MICROBEADS IN SUFFOLK COUNTY**" now, therefore, be it

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

LOCAL LAW NO. -2014, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO BAN THE SALE OF PERSONAL CARE PRODUCTS CONTAINING MICROBEADS IN SUFFOLK COUNTY

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 a leader in preserving the environment and clean water for the health, safety and enjoyment of its residents and visitors.

This Legislature also finds and determines that over the past ten (10) years, manufacturers of a variety of personal care products added small plastic beads, commonly known as microbeads, to their products.

This Legislature further finds and determines that microbeads are made of polyethylene or polypropylene plastic.

This Legislature finds that microbeads can be found in facial scrubs, body wash, toothpaste, soaps and shampoos.

This Legislature determines that microbeads are very small, with many measuring less than 1 millimeter.

This Legislature also finds that microbeads enter the waste water system when a product is used and washed off the body. Due to their small size, microbeads are not filtered out by wastewater treatment systems.

This Legislature further finds that microbeads can become coated with toxic chemicals like PCBs, DDT, flame retardants and other industrial chemicals.

This Legislature also determines that the microbeads are similar in size to the food sources for a number of fish, leading fish to ingest them and the toxins that cling to the microbeads, contaminating the food chain.

This Legislature further determines that microbead pollution has been found in the Great Lakes as well as the Los Angeles River and the Pacific Ocean.

This Legislature finds that Suffolk County would be directly impacted by the health hazards associated with contaminated seafood, should local waterways be polluted with microbeads.

This Legislature also finds that microbeads can be easily replaced in personal care products by natural exfoliates such as pumice, oatmeal, apricot and ground walnut husks.

This Legislature further determines that the sale of personal care products containing microbeads has been banned in the State of Illinois.

This Legislature also finds that Suffolk County should bar products containing microbeads to protect the Atlantic Ocean, Long Island Sound, and the many surface waters within the County.

Therefore, the purpose of this law is to ban the sale of personal care products containing microbeads in Suffolk County.

Section 2. Definitions.

In this law, the following terms shall have the meaning indicated:

"COSMETICS" shall mean consumer products manufactured for use in beautification. Cosmetics shall include, but not be limited to, lip gloss, lipstick, lip balm, lip liner, eye shadow, eye liner, mascara, blush, foundation, concealer, powder, primer, blemish cover sticks, bronzer, skin lightening cream and hair and makeup removal products.

"MICROBEADS" shall mean micro polymer particles less than 5 millimeters in diameter, that are made of synthetic or semi synthetic polymeric materials, including, but not limited to, polyethylene, polypropylene, polyethylene terephthalate, polymethryl, methacrylate, or any combination of such polymers.

"PERSON" shall mean any natural person, individual, corporation, unincorporated association, proprietorship, firm, partnership, joint venture, joint stock association or any other entity or business organization of any kind.

"PERSONAL CARE PRODUCT" shall mean any consumer product manufactured for use in personal hygiene and beautification. Personal care products shall include, but not be limited to, antibacterial soaps, hand soaps, bar soaps, liquid soaps, body washes, lotions, moisturizers, facial and body cleansers, facial masks, exfoliating facial scrubs, sunscreens, acne treatment products, shampoos, conditioners, toothpaste, shaving creams or gels and foot care products. This term shall not apply to any product for which a prescription is required for distribution or dispensation as provided in NYS PUBLIC HEALTH LAW § 281 or NYS EDUCATION LAW § 6810.

Section 3. Prohibitions.

A. No person shall sell or offer for sale any cosmetic or personal care product which contains microbeads within the County of Suffolk.

B. This prohibition shall not apply to any personal care product that is regulated as a drug by the United States Food and Drug Administration.

Section 4. Penalties.

A. Any person who violates any portion of this law shall be subject to a civil fine of up to $250 for a first offense, a fine of up to $500 for a second offense and a fine of up to $1,000 for all subsequent violations. Each act in violation of this law shall be considered a separate and distinct violation.

B. No penalties shall be imposed by the Department of Health Services until a hearing is held by the Commissioner or his or her designee and the alleged violator is given an opportunity to be heard.

Section 5. Enforcement.

This law shall be enforced by the Suffolk County Department of Health Services in accordance with the provisions of Article II, §§ 760-202 through 760-220, of the Suffolk County Sanitary Code.

Section 6. Authority to Promulgate Rules and Regulations.

The Commissioner of the Suffolk County Department of Health Services is hereby authorized and empowered to promulgate such rules and regulations as he or she deems necessary to implement this law.

Section 7. Applicability.

This law shall apply to all sale of cosmetics and personal care products occurring on or after the effective date of this law.

Section 8. Reverse Preemption.

This local law shall be null and void on the day that federal and statewide legislation goes into effect, incorporating either the same or substantially similar provisions as are contained in this law, or in the event that a pertinent state or federal administrative agency issues and promulgates regulations preempting such action by the County of Suffolk. The County Legislature may determine via duly enacted resolution whether or not identical or substantially similar federal or statewide legislation, or pertinent preempting state or federal regulations have been enacted for the purpose of triggering the provision of this section.

Section 9. 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 10. 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 11. Effective Date.

This law shall take effect one hundred eighty (180) days following its filing in the Office of the Secretary of State.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\laws\l-ban-sale-microbeads

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: **July 24, 2014**

TO: **CLERK OF THE COUNTY LEGISLATURE**

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

PROPOSED LOCAL LAW YEAR 2014

TITLE: **I.R. NO. -2014; A LOCAL LAW TO BAN THE SALE OF PERSONAL CARE PRODUCTS CONTAINING MICROBEADS IN SUFFOLK COUNTY**

SPONSOR: **LEGISLATOR HAHN**

DATE OF RECEIPT BY COUNSEL: 7/24/14 **PUBLIC HEARING:** 9/9/14

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

This proposed local law would ban the sale of "microbeads", which are small synthetic plastic particles less than 5 millimeters in diameter, commonly found in personal care products,[1] within Suffolk County. This law exempts any personal care product that is regulated as a drug by the FDA, as well as products for which a prescription is required for dispensation.

This law will be enforced by the Department of Health Services. Violation of this law shall be subject to a civil fine of up to $250 for a first offense, a fine of up to $500 for a second offense, and a fine of up to $1,000 for all subsequent offenses. Each act in violation shall be considered separate and distinct. Fines will not be imposed until after a hearing is held by the Commissioner or his designee and the alleged violator is given an opportunity to be heard.

This law would apply to all sales of cosmetics and personal care products on or after the effective date. This law will take effect 180 days following its filing in the Office of the Secretary of State.

GEORGE NOLAN
Counsel to the Legislature

GN:

s:\rule28\28-ban microbeads

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[1] "Personal Care Product" is defined as "any consumer product manufactured for use in personal hygiene and beautification" and includes "antibacterial soaps, hand soaps, bar soaps, liquid soaps, body washes, lotions, moisturizers, facial and body cleansers, facial masks, exfoliating facial scrubs, sunscreens, acne treatment products, shampoos, conditioners, toothpaste, shaving creams or gels and foot care products."

1737

Intro. Res. No. -2014 Laid on Table 7/29/14

Introduced by Legislator Browning

RESOLUTION NO. - 2014, ADOPTING LOCAL LAW NO. - 2014, A LOCAL LAW TO SAFEGUARD EMPLOYEES IMPACTED BY PRIVATIZATION

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , a proposed local law entitled, "**A LOCAL LAW TO SAFEGUARD EMPLOYEES IMPACTED BY PRIVATIZATION**"; now, therefore be it

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

LOCAL LAW NO. -2014, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO SAFEGUARD EMPLOYEES IMPACTED BY PRIVATIZATION

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 continues to face chronic budget shortfalls years after the national economic meltdown.

This Legislature also finds that the County of Suffolk has employed many strategies to address budget deficits, but has now reached a point where it is forced to layoff employees and privatize functions and services.

This Legislature determines that the County of Suffolk has privatized several services and functions that were traditionally performed by public employees and continue to explore and analyze other programs and services that can be turned over to private entities.

This Legislature finds that while privatization may save taxpayer dollars in the short term, it is also sure to cause serious long-term negative consequences for the affected County employees.

This Legislature further determines that during this time of economic upheaval, the County of Suffolk has an obligation to provide minimum protections for workers who lose their County employment as a result of privatization.

Therefore, the purpose of this local law is to ensure that County employees who are affected by privatization retain employment for at least 90 days after they are separated from County service.

Section 2. Definitions.

As used in this law the following term shall have the meaning indicated:

"PRIVATIZE" - The transfer of responsibility for providing a service or performing a function from persons employed by the County of Suffolk to a private non-governmental entity. This term shall not include a plan, proposal, action or contract which supplements, and does not replace, work performed by employees of the County of Suffolk. This term shall not include the retention of private legal services by the County Attorney.

Section 3. Requirements for Privatization of Services and Functions.

A. No plan, proposal, action or contract which privatizes a service or function shall be implemented by any officer, employee or agent of the County of Suffolk, unless such plan, proposal, action or contract is approved by a duly enacted resolution of the County of Suffolk.

B. No plan, proposal, action or contract which privatizes a service or function and results in the termination of employment of any County employee, shall be approved by the County Legislature unless it:

   1. Provides that the non-governmental entity assuming the performance of the service or function will retain the County employees who previously provided the service or function on behalf of the County for at least 90 days after the responsibility for providing the service or performing the function is transferred from the County to the non-governmental entity.

   2. Includes a complete list of all employees to be retained for said 90 days. Such list shall include the employee's name, address, date of hire, and employment occupation classification.

C. A plan, proposal, action or contract to privatize a service or function may permit the non-governmental entity which assumes such a service or function to terminate former County employees for cause during the 90 day retention period.

Section 4. Notice to Employees.

Upon the execution of a plan, proposal, action or contract which privatizes a service or function and will result in the termination of employment of County employees, the County shall post a notice at the workplace(s) of the affected employees stating the rights of the employees pursuant to this law, including a copy of the list of employees provided to the non-governmental entity. Such notice shall also be provided to the employees' collective bargaining representative. The notice and list shall be posted in the same location and manner as all other statutorily required notices to employees are posted in the affected building(s).

Section 5. Applicability.

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

Section 6. 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 7. 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 8. Effective Date.

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

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-refile 971-2013-safeguard employees

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: **JULY 25, 2014**

TO: **CLERK OF THE COUNTY LEGISLATURE**

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

PROPOSED LOCAL LAW YEAR 2014

TITLE: **I.R. NO. -2014; A LOCAL LAW TO SAFEGUARD EMPLOYEES IMPACTED BY PRIVATIZATION**

SPONSOR: **LEGISLATOR BROWNING**

DATE OF RECEIPT BY COUNSEL: 7/25/14 **PUBLIC HEARING:** 9/9/14

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

This proposed local law would require any plan, proposal, action or contract which privatizes[1] a service or function provided or performed by County employees to be approved via a duly authorized resolution of the County Legislature. Further, this law prohibits approval of such a proposal unless it explicitly states that the non-governmental entity assuming the performance of the service or function will retain County employees who have previously provided same on behalf of the County for a minimum of 90 days.[2] The County must also provide to the non-governmental entity a list of all employees to be retained for the 90 day period.

This law would also require the County, upon execution of such an agreement, to notify affected employees of their rights under this law.

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-refile-971-2013 - safeguard employees

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[1] "Privatize" is defined as the transfer of responsibility for providing a service or performing a function from persons employed by the County of Suffolk to a private non-governmental entity. This term shall not include a plan, proposal, action or contract which supplements, and does not replace, work performed by employees of the County of Suffolk. This term shall not include the retention of private legal services by the County Attorney.

[2] The law allows former County employees to be terminated "for cause" during the 90 day retention period.

1738

Intro. Res. No. -2014 Laid on Table 7/29/14

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014 AUTHORIZING A LEASE AGREEMENT WITH SUNEDISON, LLC FOR USE OF PROPERTY AT FRANCIS S. GABRESKI AIRPORT

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

WHEREAS, SunEdison, LLC successfully partnered with Suffolk County in an application to participate in the LIPA Clean Solar Initiative II Feed-in-Tariff, and was selected to generate 6.8 Megawatts (DC) for LIPA under the Tariff (hereinafter, the "Project"); and

WHEREAS, SunEdison, LLC has submitted an application to lease 26.2 acres of property for the purpose of installing two ground mount solar (pv) arrays to generate the electrical power to sell to LIPA under the Tariff; and

WHEREAS, the Project, which is subject to Federal Aviation Administration site plan approval, 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, the Gabreski Airport Conservation and Assessment Committee, a community based group established pursuant to § A34-2 of the Suffolk County Administrative Code to review lease and license applications at Gabreski airport and issue advisory recommendations, has reviewed the proposed use of property and recommends that the lease be approved as noted in the Panel's written recommendations attached as Exhibit "A"; and

WHEREAS, the lease agreement, proposed for a term of 20 years, subject to approval of the Federal Aviation Administration, at an annual lease rate of $315,000, is submitted for legislative consideration; and

WHEREAS, as part of the Project, LIPAPSEGLINY will require utility easements on portions of the property where the solar energy facilities will be situated in order to facilitate utility interconnections with LIPA/PSEGLI's equipment; now therefore, be it

1st **RESOLVED,** that Suffolk County, as SEQRA Lead Agency, hereby classifies the proposed Project as an Type I Action under the provisions of Title 6 NYCRR Part 617.4(b)(6)(i) and Chapter 450 of the Suffolk County Code; and, be it further

2nd **RESOLVED,** that Suffolk County, as SEQRA Lead Agency, hereby finds and determines that the proposed Project, pursuant to Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code, will not have significant adverse impacts on the environment for the following reasons:

1. the proposed action will not exceed any of the criteria in Section 617.7 of Title 6 NYCRR which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form;

2. the proposed action is in conformance with the Francis S. Gabreski Airport's adopted 1990 Airport Master Plan Update and the 2008 Airport Master Plan Draft Update;

3. the parcels do not appear to suffer from any severe environmental development constraints (limiting soil properties, a high groundwater table, and/or unmanageable slopes);

4. the Project sponsor will confirm that there are no endangered species located in the proposed construction area and that the project is in conformance with NYSDEC's Endangered and Threated Species Regulations;

5. all Project stormwater runoff will be retained on site;

6. any Project plantings will be limited to native grasses;

7. this Project will result in the generation of renewable electricity and be in support of the New York State's Regional Portfolio Standards (RPS) policy which seeks to increase the proportion of renewable energy used by its residents;

8. this Project will enable the production of electricity without the use of fossil fuels or the emission of air pollutants; and, be it further

3rd **RESOLVED,** that Suffolk County hereby adopts a determination of non-significance (negative declaration) and the Council of Environmental Quality is hereby directed to circulate and file all necessary notices in accordance with this resolution; and, be it further

4th **RESOLVED,** that the County Executive or his designee, is authorized to execute a lease agreement for the use of the above described property between SunEdison, LLC and the County of Suffolk, in substantial accordance with the agreement annexed as Exhibit "B".

5th **RESOLVED**, that the grant of the necessary non-exclusive Utility Easements be and are hereby authorized to be granted to LIPA/PSEGLINY, and its successors and assigns, as may be necessary to facilitate the interconnection of the subject solar energy facilities located on County property to LIPA/PSEGLINY's equipment; and be it further

6TH **RESOLVED**, that the Commissioner of Economic Development and Planning is hereby authorized to execute such Utility Easements in a form in substantial compliance with the Model Utility Easement annexed hereto as "Exhibit C".

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 A LEASE AGREEMENT WITH SUNEDISON, LLC FOR USE OF PROPERTY AT FRANCIS S. GABRESKI AIRPORT

3. Purpose of Proposed Legislation

Authorizing a lease of airport property for the purpose of constructing a solar power project, which will generate clean, renewable energy and result in lease payments to Suffolk County.

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

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

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

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

~~N/A~~ SEE ITEM # 9 BELOW.

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact - Revenue

Upon signing the lease, County will receive a one-time payment of $51,369. Once project is built and connected, County will receive $315,000 per year for 20 years for a total of $6.3 Million.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Lisa Broughton Energy Director	Lisa Broughton	July 17, 2014

SCIN FORM 175b (10/95)

JAMES P. BURT
ASSISTANT BUDGET DIRECTOR

James P Burt 7/25/2014

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
DEPARTMENT OF ECONOMIC DEVELOPMENT & PLANNING

TITLE OF BILL:

Authorizing a lease agreement with SunEdison, LLC for use of property at Francis S. Gabreski Airport.

PURPOSE OR GENERAL IDEA OF BILL:

Authorizing a lease of airport property for the purpose of constructing a solar power project, which will generate clean, renewable energy and result in lease payments to Suffolk County.

SUMMARY OF SPECIFIC PROVISIONS:

SunEdison, LLC successfully partnered with Suffolk County in an application to participate in the LIPA Clean Solar Initiative II Feed-in-Tariff, and was selected to generate 6.8 Megawatts (DC) for LIPA under the Tariff. This resolution is to authorize the execution of a 20-year lease, subject to approval of the Federal Aviation Administration, of 26.2 acres of property for the purpose of installing two ground mount solar (pv) arrays to generate the electrical power to sell to LIPA under the Tariff.

JUSTIFICATION:

Installation of a solar (PV) project will generate clean, renewable energy, encourage economic development, and result in lease payments to Suffolk County. Suffolk County will be part of America's achievement of reducing greenhouse gases by offsetting the need to build conventional power plants. Project will offset the CO2 emissions from the electricity use of over 800 average American homes, equivalent to 5,480 metric tons of CO2 per year. Additionally, goals for this project include:

- Help the state of New York reach its Renewable Portfolio Standards (RPS);
- Improve air quality in Suffolk County, which has received an "F" from the American Lung Association;
- Serve as a demonstration project for other solar projects in the Northeast;
- Create construction jobs in the short-term and spur renewable energy industry in Suffolk County; and
- Find new revenue sources for the county, which lease payments from solar projects on county-owned properties will provide.

FISCAL IMPLICATIONS:

Suffolk County will not incur any fiscal impact. Suffolk County will realize an annual lease payment of $315,000 for 20 years or $6.3 Million, as well as a small, one-time payment of $51,369 at signing.

COUNTY OF SUFFOLK

OFFICE OF THE COUNTY EXECUTIVE

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Joanne Minieri
Deputy County Executive and Commissioner

Department of
Economic Development and Planning

MEMORANDUM

TO: **Jon Schneider, Deputy County Executive**
Office of the County Executive

FROM: **Lisa Broughton, Energy Director**
Department of Economic Development and Planning

DATE: **July 16, 2014**

RE: **RESO - AUTHORIZING A LEASE AGREEMENT WITH SUNEDISON, LLC FOR USE OF PROPERTY AT FRANCIS S. GABRESKI AIRPORT**

The Department of Economic Development and Planning requests the submittal of the attached resolution authorizing the lease of airport property to SunEdison, LLC, for the purpose of installation of solar (PV) arrays.

Suffolk County and SunEdison successfully partnered and were selected by LIPA to construct a 6.8 MW DC project as part of a 100 MW Feed-in-Tariff. The proposed 20-year lease, subject to approval by the Federal Aviation Administration, has a rate of $315,000 per year, with a one-time payment of $51,369.

Local Law 24-2012 established the Gabreski Airport Conservation and Assessment Committee. The Committee is charged with making recommendations on proposed uses at Gabreski Airport to the CEQ, the County Executive and the County Legislature. The panel's comments on the proposed use are included as the back up to the resolution.

Attached please find the draft resolution, related exhibits, the required Memorandum of Support and SCIN forms and backup letters of support. Electronic copies have been submitted as required.

Thank you.

Cc: Dennis M. Cohen, Chief Deputy County Executive
Joanne Minieri, Deputy County Executive/Commissioner
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
Neil Tomb, Intergovernmental Coordinator
Tony Ceglio, Francis. S. Gabreski Airport Manager
Carolyn E. Fahey, Intergovernmental Relations Coordinator

Attachments

EXHIBIT A

SUFFOLK COUNTY
FRANCIS S. GABRESKI AIRPORT
AIRPORT CONSERVATION & ASSESSMEN T COMMITTEE
By Resolution 214-2012 and 543-2012

Beecher Halsey **Chairman**	**Hank Beck** **Vice Chairman**	**Jaime Siegel** **Secretary**

July 15, 2014

Suffolk County Legislature
Hauppauge, NY

Re: SunEdison LLC
Lease for Approximately 27.7 Acres of Land for Photovoltaic solar cells

Dear Members of the Legislature:

Attached is the Airport Conservation and Assessment Committee's report on the County's Intent to enter into the Lease Agreement as noted above. The majority opinion of the panel is reflected within.

Respectfully submitted:

Jaime Siegel
Secretary

Gabreski Airport Conservation Assessment Committee Meeting
July 15, 2014

Description: **SunEdison LLC.**
Lease for Approximately 27.7 Acres of Land for Photovoltaic solar cells

Background:

The Gabreski Airport Conservation and Assessment Committee (GACAC) was established by local law through Resolution 214-2014 and amended by Resolution 543-2012. The committee is charged with evaluating applications for leases, lease renewals, lease extensions, lease modifications, and licenses, and issuing recommendations to the County Legislature, the CEQ and County Executive on the environmental, economic and community impacts of the application and to report its advisory findings and recommendations to the above parties.

The scope of the GACAC review shall be limited to assessing applications for the environmental, economic, and community impacts to the people of Suffolk County.

On July 15, 2014 a meeting was held to review an application from **SunEdison LLC..** to enter into a lease agreement for use of approximately 27.7 acres on the infield of Francis S. Gabreski Airport.

Purpose and Need:

Suffolk County released its Request for Proposals (RFP) for Development, Design, Construction, Operation, and Maintenance of a Solar PV Development on Suffolk County Property (RFP no.13032) in October 2013 to facilitate the cost-effective, utility-scale development of solar PVgenerating systems on county property. In hosting a PV solar project at the county-owned Gabreski Airport, Suffolk County aims to meet the following goals:

- Be part of America's achievement of reducing greenhouse gases by offsetting the need to build conventional power plants; Project will offset the CO2 emissions from the electricity use of over 800 average American homes, equivalent to 5,480 metric tons of CO2 per year.

- Help the state of New York reach its Renewable Portfolio Standards (RPS);

- Improve air quality in Suffolk County, which has received an "F" from the American Lung Association;

- Serve as a demonstration project for other solar projects in the Northeast;

- Create construction jobs in the short-term and spur renewable energy industry in Suffolk County; and

- Find new revenue sources for the county, which lease payments from solar projects on county-owned properties will provide.

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 a TYPE I NEG DEC Pursuant to NYCRR Part 617.4(b)(6)(i) because it is an action other than the construction of residential facilities that involves the physical alteration of more than 10 acres.

Other Recommendations:

The applicant agrees to Subject to a referral to NYSDEC, pursuant to 6NYCRR Part 182.9 (Requesting a determination as to whether the proposed action is subject to NYSDEC regulation under the New York State Endangered Species Act) confirming the applicant's reported absence of Threatened or Endangered Species that would be subject to further regulation or mitigation measures.

The applicant also agrees to complete a glint/glare study. Our SEQRA finding is based on the information presented.

EXHIBIT B

Gabreski Land Lease

LEASE AGREEMENT

between

COUNTY OF SUFFOLK

and

SunEdison Origination1, LLC

Premises: Part of the Property known as Gabreski Airport

Westhampton Beach, New York

Date for Reference Purposes: August 1, 2014

TABLE OF CONTENTS

		Page
Section 1:	Definitions	1
Section 2:	Purpose	5
Section 3:	Description	6
Section 4:	Term	7
Section 5:	Payments to County	7
Section 6:	Late Charges	8
Section 7:	Lessee's Duties and Obligations	8
Section 8:	Prevailing Wage	11
Section 9:	Apprenticeship Training Program	11
Section 10:	Other Construction By Lessee	12
Section 11:	Requirements of Governmental Agencies	12
Section 12:	Liens	12
Section 13:	Waiver of Nuisance	12
Section 14:	Temporary Storage	13
Section 15:	Insurance	13
Section 16:	Indemnity and Defense	15
Section 17:	Removal and Restoration	17
Section 18:	Ownership Attributes	17
Section 19:	Hazardous Substances and Waste	17
Section 20:	Signs	17
Section 21:	Quiet Enjoyment	18
Section 22:	Representations, Warranties and Covenants	18
Section 23:	Confidentiality	18
Section 24:	Successors and Assigns	18
Section 25:	Leasehold Financing	19
Section 26:	Condemnation	19
Section 27:	Additional Fees and Charges	20
Section 28:	Termination/Default Remedies and Damages	22
Section 29:	Force Majeure	22
Section 30:	Notices	24
Section 31:	Broker	24

Section 32: Paragraph Headings 25
Section 33: Legislative Approval 25
Section 34: Waiver of Jury Trial 25
Section 35: Off-set of Arrears or Default 25
Section 36: Cooperation on Claims 25
Section 37: Intentionally Omitted 26
Section 38: Local Preference 26
Section 39: Not a Co-Partnership or Joint Venture 26
Section 40: Independent Contractor 26
Section 41: County Representatives 27
Section 42: No Credit 27
Section 43: No Implied Waiver 27
Section 44: Certification 27
Section 45: Conflicts of Interest 27
Section 46: Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction 27
Section 47: Suffolk County Legislative Requirements 28
Section 48: Goveming Law 28
Section 49: Severability 28
Section 50: Interpretations 28
Section 51: Memorandum 28
Section 52: Execution in Counterparts 28
Section 53: Entire Agreement 28
Signature Page 29

EXHIBITS

Exhibit A – Descriptions of Property
Exhibit B – Approved Site Plan
Exhibit C – Airport Lease Requirements
Exhibit D - Form of Surety Bond
Exhibit E – Legislative Requirements
Exhibit F – Form of Memorandum of Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Lease**" or "**Agreement**"), made as of _____2014, by and between the COUNTY OF SUFFOLK, a municipal corporation whose address is County Center, Riverhead, New York (hereinafter the "**County**"), acting through its duly constituted Department of Economic Development and Planning (hereafter the "**Department**"), located at 100 Veterans Highway, 11th floor, Hauppauge, NY 11788 and its Division of Aviation, located at Francis S. Gabreski Airport Administration Building #1, Westhampton Beach, New York 11978 and SunEdison Origination1, LLC, a Delaware limited liability company, with an address at 12500 Baltimore Avenue, Beltsville, Maryland 20705 (hereinafter called the "**Lessee**"). County and Lessee shall hereinafter also be referred to as a "**Party**" or collectively, the "**Parties.**"

WITNESSETH, THAT:

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

Section 1. Definitions

Affiliate: means any partnership, corporation or other entity which controls, is controlled by, or is under common control with Lessee or Lessee's parent.

American Arbitration Association: means the organization selected to administer arbitration between the Parties regarding Restoration Cost estimates.

Approved Site Plan: shall have the meaning set forth at *Section 7.01.*

Business Day: means 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.

Calendar Quarter: means each three month period during the Calendar Year, i.e., January 1-March 31, April 1- June 30, July 1- September 30, and October 1-December 31.

Calendar Year: means January 1 through December 31.

Commencement Date: means the last date of execution of this Lease.

Condemnor: means an entity which has authority to take private property.

"**Control**" and the terms "controlled by" and "under common control with" mean (i) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, or (ii) the ownership, either directly or indirectly, of at least 51% of the voting stock or other equity or ownership interest of such Person.

Day: means a period of twenty-four (24) consecutive hours beginning at 00:00 hours EPT on any calendar Day and ending at 24:00 hours EPT on the same calendar Day.

Effective Date: means the last date of execution of this Lease.

Expiration Date: shall have the meaning set forth at *Section 4.01.*

FAA: means the Federal Aviation Administration.

Final Term: shall commence upon the expiration or earlier termination, as provided hereinafter, of the Primary Term and shall last no longer than six (6) months for the purpose of allowing for Lessee to decommission and remove the Solar Energy Facilities, unless extended per mutual written agreement of the Parties. If the Lease is extended, this this Final Term to allow for decommissioning andremoval of the Solar Energy Facilities shall likewise be applicable.

Force Majeure: means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Lease or from complying with all or a portion of the conditions under this Lease if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable control of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance and may include without limitation: an act of God or the elements such as heavy rains, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; strikes or other labor difficulties caused or suffered by a Party or any third party; site conditions (including subsurface conditions, environmental contamination, archaeological or other protected cultural resources, and endangered species or protected habitats); unavailability of materials; full or partial reduction in the electric output of the Solar Energy System caused by defective equipment or equipment failure due to equipment design defects or serial defects; full or partial reduction in the electric output of the Solar Energy System caused by systematic weather patterns that alter irradiation rates; System Emergencies; the inability of any warranty provider for the Solar Energy System to fulfill its warranty due to bankruptcy or other end of going concern event; or any restraint or restriction imposed by applicable Law or any directive from a Governmental Authority, (including the failure to grant or the repeal, rescinding, non-renewal or the like of any permit or Law, to the extent the affected Party exercised diligent and reasonable efforts to obtain or maintain such permit or the applicability of such Law).

Governmental Authorities: means the County of Suffolk, the State of New York, the Federal Government and/or any political subdivision, agency, department, commission, board, bureau or instrumentality of any of the foregoing, now existing or hereafter created, having jurisdiction over the Premises or any portion thereof.

Hazardous Materials: includes, without limitation, any "hazardous substance", "hazardous material", "toxic substance" "solid waste" or similar term as defined in any applicable Law pertaining in whole or part to the protection of the environment, natural resources or human health.

Improvements: means the Solar Energy Facilities, Solar Energy System and Transmission Facilities, collectively.

Initial Term: shall commence on the Effective Date and shall expire upon the Operation Date.

Laws: means all applicable laws, statutes, regulations, ordinances, directives, and requirements of all federal, state, Suffolk County 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.

Lender: means any lender providing senior or subordinated construction, interim or long-term debt or equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Solar Energy System, whether that financing or refinancing takes the form of private debt, public debt or any other form (including debt financing or refinancing provided to a member or other direct or indirect owner of Lessee), including any equity and tax investor directly or indirectly providing financing or refinancing for the Solar Energy System or purchasing equity ownership interests of Lessee and/or its affiliates, and any trustee or agent acting on their behalf, and any Person providing interest rate protection agreements to hedge any of the foregoing obligations.

LIPA: means the Long Island Power Authority, its successors and assignees.

Monetary Default: shall have the meaning set forth at *Section 27.03(1).*

Non-Monetary Default: shall have the meaning set forth at *Section 27.03.*

Notice of Termination: shall have the meaning set forth at *Section 27.04.*

Nuisances: shall have the meaning set forth at *Section 12.*

Obligor: shall have the meaning set forth at *Section 24.01.*

Operations Date: means the date on which electricity is first generated, delivered and sold (excluding start-up and testing of the Solar Energy System) by the Project or any portion thereof or used by Lessee.

Person: means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, general partnership, limited liability company or government or any agency or political subdivision thereof or other entity;

PILOTs: means payments in lieu of taxes.

Premises: shall have the meaning set forth at *Section 3.01.*

Primary Term: shall commence upon the Operations Date and continue for twenty (20) years. The Parties agree to execute a memorandum confirming the Operations Date.

Principal: when used with respect to any Person, means the chief executive officer, the chief financial officer, the chief operating offer or the chairperson of such Person or a Person that directly or indirectly through one of more intermediaries controls such Person.

Prohibited Person: means (i) any Person (A) that is in default or in breach, beyond any applicable notice and grace period, of its obligations under any written agreement with the County unless such default or breach has been waived in writing by the County, or (B) that directly or indirectly controls, is controlled by, or is under common control with a Person that is in default or in breach, beyond any applicable notice and grace period, of its obligations under any written agreement with the County, unless such default or breach has been waived in writing by the County, or (ii) any Person (A) that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure, or (B) that directly or indirectly controls, is controlled by, or is under common control with a Person that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure.

Property: means the County property a portion of which is the subject of this Lease, described in *Section 3.01.*

Renewable Energy Incentives: means (i) any federal, state, or local tax credits associated with the construction, ownership, or production of electricity from the Solar Energy System (including credits under Sections 38 and 45K of the Internal Revenue Code of 1986, as amended); (ii) any investment tax credits and any other tax credits associated with the Solar Energy System (including credits under Sections 38 and 48 of the Internal Revenue Code of 1986, as amended); (iii) any state, federal or private cash payments or grants relating in any way to the Solar Energy System or the output thereof; (iv) state, federal or private grants or other benefits related to the Solar Energy System or the output thereof, and (v) any other form of incentive that is not an Environmental Attribute that is available with respect to the Solar Energy System.

Requirements: means all rules, regulations, laws, ordinances, statutes, and requirements of all Governmental Authorities, 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.

Resolution: means Resolution No. @ of the Suffolk County Legislature.

Solar Energy Estate: means all or any portion of Lessee's right, title or interest under this Lease and/or in any Improvements.

Solar Energy Facilities: means individual units or arrays of solar energy collection cells, panels, mirrors, lenses and related facilities necessary to harness sunlight for photovoltaic energy generation, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight, and associated support structure, braces, wiring, plumbing, and related equipment.

Solar Energy System: shall have the meaning set forth at *Section 2.02*(b).

Term: shall include the Initial Term, Primary Term and Final Term.

Termination Date: means the date specified in the Notice of Termination upon which the Lease shall expire in the event Lessee fails to cure a Default.

Transmission Facilities: means any of the following improvements on the Property: underground and/or overhead distribution, collection and transmission lines; underground and/or overhead control, communications and radio relay systems and telecommunications equipment; energy storage facilities; interconnection and/or switching facilities, circuit breakers, transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery and equipment.

Section 2. Purpose

Section 2.01 The parties hereto acknowledge that the County is a municipal corporation and is entering into and executing this Lease by virtue of the authority of Resolution No. -2014 of the Suffolk County Legislature, dated the day of 2014, for the use, purpose and intent expressed in the Resolution, that the Resolution is incorporated herein by reference, and further that Lessee 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, the County hereby leases to Lessee for the Term, the Premises for the following purposes:

a. conducting studies of solar radiation, solar energy, soils and other meteorological on geotechnical data;

b. constructing, reconstructing, erecting, installing, improving, replacing, relocating and removing from time to time, and maintaining, using, monitoring and operating, existing, additional or new (i) Solar Energy Facilities, (ii) electrical transmission and distribution facilities, including without limitation, overhead and underground transmission, distribution or collector lines, circuit breakers, meters, conduit, footings, towers, poles, crossarms, guy lines, anchors, cabling and wires, (iii) overhead and underground control, communications and radio relay systems, (iv) substations, interconnection and/or switching facilities and electric transformers and transformer pads, (v) energy storage facilities, (vi) meteorological towers and solar energy measurement equipment, (vii) control buildings, control boxes and computer monitoring hardware, (viii) utility installation, (ix) safety protection facilities, (x) maintenance yards, (xi) roads and erosion control facilities, (xii) signs and fences, and (xiii) other improvements, fixtures, facilities, machinery and equipment associated or connected with the generation, conversion, storage, switching, metering, step-up, step-down, transmission, distribution, conducting, wheeling, sale or other use or conveyance of electricity (all of the foregoing, including the Solar Energy Facilities, collectively a "**Solar Energy System**");

c. the development, erection, installation, construction, improvement, interconnection, reconstruction, enlargement, removal, relocation, replacement and repowering, and the use, maintenance, repair and operation of, facilities for the storage, collection, distribution, step-up, step-down, wheeling, transmission and sale of electricity and for communications in connection with the Solar Energy System, including the

following that are developed, constructed and/or operated on the Premises and/or on property to be acquired by leasehold or by fee purchase, by or on behalf of Lessee the Parties acknowledging and agreeing that Lessee shall have an obligation to obtain the County's prior consent to the location of any Transmission Facilities;

d. drilling, digging and excavating one or more wells on the Property for the purposes of servicing, operating and maintaining the Solar Energy System. Lessee covenants and agrees to obtain the County's prior written consent and any necessary permits required in connection with such wells;

e. removing, trimming, pruning, topping or otherwise controlling the growth of any tree, shrub, plant or other vegetation; dismantling, demolishing, and removing any improvement, structure, embankment, impediment, berm, wall, fence or other object, on or that intrudes (or upon maturity could intrude) into the Property that could obstruct, interfere with or impair the Solar Energy System or the use of the Premises intended by Lessee hereunder;

f. subject to prior County/Airport Approval, vehicular and pedestrian access, ingress and egress to, from and over the Property, for purposes related to or associated with the Solar Energy System and/or the Transmission Facilities constructed, installed, maintained or repaired on the Property; or, subject to the prior written consent of the Airport Manager or Department: for promotional or marketing purposes; or on adjacent property owned by the County or other property acquired by leasehold, easement or fee simple purchase by or on behalf of Lessee; which, without limiting the generality of the foregoing, shall entitle Lessee to use and improve any existing and future roads and access routes (a) from time to time located on or providing access to the Property, (b) across any other adjacent property owned by the County or other property acquired by leasehold, easement, or fee simple purchase by or on behalf of Lessee and (c) across any access routes over which the County has the right to travel;

g. extracting soil samples, perform geotechnical tests, and conduct such other tests, studies, inspections and analysis of or on the Property as Lessee deems necessary, useful or appropriate; and

h. undertaking any other lawful activities directly related to the purposes of this Lease, whether accomplished by Lessee or a third party authorized by Lessee and approved by the County as otherwise required in this Lease, that Lessee determines are necessary, helpful, appropriate or convenient in connection with, incidental to or to accomplish any of the foregoing purposes.

Section 2.03 Without limiting the provisions of *Section 2.02*, the County acknowledges and agrees that the activities contemplated by this Lease may be accomplished by Lessee or one or more third parties authorized by Lessee and approved by the County as otherwise required in this Lease, subject to Lessee's contracts with any third party/subcontractors acknowledging that the Premises is subject to a Lease with the County and the third party/subcontractor agreeing to comply with the requirements therein.

Comment [BB1]: Rejected change

Section 2.04 Notwithstanding Lessee's right to use the Premises, the County retains the right to continue to use the Premises for aviation and such other public purposes not inconsistent with Lessee's use. Lessee acknowledges that the Property is subject to certain covenants and restrictions regarding its use for aviation purposes and other public purposes. The Parties agree and acknowledge that Lessee's use of the Premises as contemplated herein will not interfere with the aviation uses at the Property. The County further reserves the right to grant easements in areas of the Premises for installation of utilities and to use the Premises for such other purposes consistent with aviation purposes, provided that such use or the grant of such easements does not unreasonably or matierally interfere with Lessee's operation of the Solar Energy System and provided further that the County's access rights to the Premises are subject to Section 11.03 hereof.

Section 3. Description

Section 3.01 On and after the Effective Date, and in consideration of and subject to the terms, covenants, agreements, provisions, conditions, and limitations set forth in this Lease, the County hereby agrees to lease to Lessee a portion of property identified as Suffolk County Tax Map Numbers 0900-312.00-01.00-004.002, located at Gabreski Airport,

Westhampton Beach, New York (the "**Property**"), in connection with the installation and operation of the Solar Energy System, which property is more specifically identified as the highlighted area on the aerial map of the subject property attached hereto as "**Exhibit A**", together with any buildings, structures, improvements, additions, and permanent installations to be constructed and installed therein, thereon, or there under pursuant to the terms of this Lease (the "**Premises**"). Upon survey of the Premises, the actual survey shall replace the aerial map described above as **Exhibit A**. It is understood by Lessee that the Property is a public facility and as such, exclusive access to the Property is not permitted.

Section 3.02 Lessee accepts the Premises in its "as is" physical condition without any representation or warranty by the County as to the condition thereof or as to the use or occupancy which may be made thereof under any existing or future law, rule, regulation, or ordinance and the County shall not be liable for any latent or patent defect thereon. Lessee may use the Premises for the uses set forth in this Lease. Lessee will not do, or permit to be done, any action or thing which is contrary to any legal or insurable requirement or which constitutes a public or private nuisance or waste. Notwithstanding the foregoing, in the event pre-existing waste or contamination on the Premises is revealed during construction, which condition requires remediation, Lessee may cancel this Lease.

Section 4. Term

Section 4.01 The Term of this Lease shall begin on the Commencement Date and shall remain in effect until the the expiration of the Final Term (the "Expiration Date") subject to earlier termination as set forth hereinafter; provided, however, that if such date does not fall on a Business Day then this Lease shall end on the next Business Day).

Section 4.02 Hold Over: In the event Lessee shall continue to occupy the Premises beyond the Term without the County's written approval thereof, such holding over shall not constitute a renewal or extension of this Lease, but shall create a tenancy from month-to-month which may be terminated at any time by the County or Lessee by giving thirty (30) days written notice to the other party. Nothing in this Section 4 shall be deemed to modify Lessee's obligations under Section 16 of this Lease, relating to Lessee's obligation to repair and restore the Premises.

Section 5. Payments to County

Section 5.01 As consideration for County's leasing the Premises to Lessee, during the Initial Term, Lessee agrees to pay a non-refundable fee to the County in the amount of Fifty One Thousand Three Hundred Sixty Nine Dollars ($51,369.00). This non-refundable fee shall be paid by Lessee within fifteen (15) days from the Effective Date of this Lease. In the event the Operations Date does not begin within twelve (12) months of issuance of building permits for the Solar Energy Facilities, Lessee agrees to pay Four Thousand Two Hundred Eighty Dollars ($4,280) per month and any partial months shall be prorated. In the further event that Lessee does not achieve the Operations Date thirty-six (36) months after the Effective Date for any reason not excused due to Force Majeure or delay attributable to the County, the County shall be entitled to terminate this Lease in accordance with the provisions of **Section 29.04** and Lessee shall have no further right or interest in the Premises or the Property. Nothing in this *Section 5.01* shall be interpreted to modify any provisions of this Lease which survive termination of the Lease.

Section 5.02 Commencing on the Operations Date (the "**Payment Commencement Date**"), through the expiration of the Term, Lessee shall make quarterly payments to the County (the "**Quarterly Operating Payments**") in the amount of Seventy-Eight Thousand Seven Hundred Fifty Dollars ($78,750). Quarterly Operating Payments shall be paid, in arrears, no later than sixty (60) Days after the end of each Calendar Quarter during the Term unless such Day falls on a weekend or holiday in which case it shall be due on the next business Day. If the Payment Commencement Date is not the first Day of a Calendar Quarter, the Quarterly Operating Payment for the portion of the first Calendar Quarter shall be prorated on a per diem basis. Likewise, if the expiration of the Final Term is not the last Day of a Calendar Quarter, the Quarterly Operating Payment for the portion of the last Calendar Quarter shall be prorated on a per diem basis.

Section 5.03 Lessee shall pay all Payments without set-off, abatement, deductions, defense or claims, except as specifically set forth herein, to the County at the Department's address first set forth above or at such other place as the

County may designate in writing in lawful currency of the United States of America. All remittances shall be made payable to **"Suffolk County Treasurer's Office."**

Section 5.04 In the event that Lessee's underlying power purchase agreement with LIPA provides for any escalation(s) or increases in the amount paid by LIPA for energy generated by the Solar Energy System constructed and operated under this agreement, the Quarterly Operating Payment due the County by Lessee pursuant to *Section 5.02* above shall be increased by the same percentage of the escalation or proportionate share of any other increase paid by LIPA to Lessee. In no event shall the Quarterly Operating Payment due the County be reduced.

Section 5.05 The use and occupancy of the Premises by Lessee will be without cost or expense to the County.

Section 6. Late Charges

Section 6.01 If Lessee should fail to pay any amount required to be paid by Lessee under this Lease within fifteen (15) Days of the due date for such payment to the County, including without limitation, any payment of fees or any payment of utility or other charges, or if any such amount is found to be due as the result of an audit, then, in such event, the County may impose (by statement, bill or otherwise) a late charge with respect to each such unpaid amount, in the amount of 2.5% per month of any part of the invoiced amount which has become past due for each thirty (30) Day period the subject payment is late. Such penalty shall accrue on the unpaid balance until said unpaid balance is liquidated.

Section 6.02 Each late charge shall be payable immediately upon demand made at any time therefore by the County. No acceptance by the County of payment of any unpaid amount or of any unpaid late charge amount shall be deemed a waiver of the right of the County of payment of any late charge or late charges payable under the provisions of this Section with respect to such unpaid amount. Each late charge shall be and become additional fees, recoverable by the County in the same manner and with like remedies as if it were originally a part of the fees payable hereunder. Nothing in this Section is intended to, or shall be deemed to, affect, alter, modify or diminish in any way (i) any rights of the County under this Lease, including without limitation the County's rights set forth in **Section 28** of this Lease or (ii) any obligations of Lessee under this Lease. In the event that any late charge imposed pursuant to this Section shall exceed a legal maximum, such late charge payable under this Lease shall be payable instead at such legal maximum.

Section 7. Lessee's and County's Duties and Obligations

Section 7.01 Lessee hereby agrees to design, construct and install the Improvements in accordance with this Lease and the Approved Site Plan. For purposes of this Lease, the "**Approved Site Plan**" is the site plan depicting the initial location and specifications of the Improvements to be constructed and installed by Lessee which has been approved by the County. The Approved Site Plan shall be attached hereto as **Exhibit B** and incorporated herein by this reference. An "Amended Approved Site Plan" may be substituted as **Exhibit B** upon mutual agreement of the parties. Notwithstanding the foregoing, the parties agree that solar energy technologies are improving at a rapid rate and that it is probable that Lessee may (although Lessee shall not be required to) replace from time to time existing Solar Energy Facilities on the Premises with newer model or design Solar Energy Facilities which have increased energy capture and efficiency, subject to prior approval to the Department, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 7.02 Lessee agrees to be solely responsible for any plans and specifications used by it and for any loss or damages resulting from the use thereof. Notwithstanding any rights the County may have reserved to itself under this Lease, the County shall have no liabilities or obligations of any kind to any contractors or subcontractors engaged by Lessee or for any other matter in connection with the construction of the Improvements. Lessee shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fine, penalties, actions, damages, claims, demands, judgments, looses, suits or actions, costs, and expenses caused by the negligence, or any acts or omissions of Lessee's contractors or subcontractors, including reimbursement of the cost of reasonable attorneys' fees and other professional fees, incurred by the County, its officers, agents servants, representatives, and employees in any action or proceeding arising or alleged to arise out of, or in connection with construction associated with the Improvements, except for claims, liabilities and damages arising out of the County's or County's employees', agents' or representatives' negligence or willful misconduct.

Section 7.03 Lessee agrees to provide a construction schedule to the Department no less than thirty (30) days prior to the commencement of construction. The construction schedule shall provide for the completion of all Improvements within twelve (12) months of the receipt of building permits. The construction period shall be extended by the Department if completion of the Improvements is delayed through no fault of the Lessee.

Section 7.04 Lessee shall prevent activities associated with the construction or installation of the Improvements at the Premises from interfering with the other businesses or airport operations at the Property. Lessee shall also be responsible for installation, maintenance, and removal of all utilities which may be necessary during construction and which may be necessary for the operation of the Solar Energy Facilities, and shall at all times keep the construction area surrounding area in a clean, orderly and safe condition free of accumulated construction debris, stock piles exceeding FAR Part 77 surfaces, blowing debris or dust, and waste materials.

Section 7.05 During the Term of this Lease, Lessee, its authorized representatives, contractors and/or subcontractors shall have the right, at their own cost, expense, liability, and risk, of access to the Property for the purposes set forth in this Lease. Lessee shall use due care at all times Lessee, its authorized representatives, contractors and/or subcontractors are on County Property and shall perform all work in connection with the construction, installation, maintenance or repair of the Improvements in a safe manner. Lessee agrees to comply with any personnel badging and vehicle permitting which may be required pursuant to federal regulations of the Transportation Security Administration, the FAA and Department of Homeland and any costs which may be incurred in connection with complying therewith. If required, Lessee shall establish and maintain a secured (fenced) perimeter at its primary operations area and escort or provide escort for all vendors and suppliers requiring access to the Premises. Lessee shall confirm with the Airport Manager prior to the commencement of any work whether a secured perimeter is required.

Section 7.06 Lessee shall use commercially reasonable efforts to avoid interfering with the County's use of the Property outside of the Premises. No trees, vegetation or brush shall be trimmed, cut down and cleared, or otherwise destroyed now or hereafter on the Property not included as part of the Premises unless first approved by the Airport Manager, in writing; provided that the County shall cooperate in efforts pursuant to *Section 23.01* hereof to minimize shading on the Solar Energy Facilities.

Section 7.07 Lessee shall provide, at Lessee's sole cost and expense, all security measures reasonably necessary, in Lessee's opinion, subject to the Department's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed, for the Premises, including, warning signs, fencing, and other measures appropriate and reasonable to protect against damage or destruction of Lessee's Improvements or injury or damage to persons or property on the Premises. Lessee shall also provide and maintain obstruction lights and all similar equipment or devices now or at any time required by any applicable law, ordinance or municipal, state or federal regulation.

Section 7.08 Lessee shall pay or cause to be paid all claims lawfully made against it by its contractors, subcontractors, tradespersons and workers, and all claims lawfully made against it by other third persons arising out of or in connection with Lessee's use of the Premises under this Lease, and shall cause its contractors and subcontractors to pay all such claims lawfully made against them; provided, however, that nothing herein contained shall be construed to limit the right of Lessee to contest any claim of a contractor, subcontractor, tradespersons, workman, or other person and no such claim shall be considered to be an obligation of Lessee within the meaning of this Section unless and until the same shall have been finally adjudicated. Lessee shall use its best efforts to resolve any such claims and shall keep the County fully informed of its actions with respect thereto.

a. Nothing contained herein shall grant or be deemed to grant to any contractor, architect, supplier, subcontractor, or any other person engaged by Lessee or any of its contractors in the performance of any part of the duties or obligations under this Lease, any right of action or claim against the County, its officers, agents and employees with respect to any work any of them may do in connection with the project.

b. Nothing contained herein shall create or be deemed to create any relationship between the County

and any such contractor, architect, supplier, subcontractor, or any other person engaged by Lessee or any of its contractors in the performance of any part of the duties or obligations under this Lease and the County shall not be responsible to any of the foregoing for any payments due or alleged to be due thereto for any work performed or materials purchased in connection with the Improvements.

Section 7.09 This Lease includes the right of ingress to and egress from the Solar Energy System over, under, and along the Property by means of any existing roads and lanes thereon, and by such other, mutually agreed upon route or routes as Lessee may construct on the Property from time to time, subject to the Department's prior written approval, for the benefit of and for purposes incidental to Lessee's operation and maintenance in connection with the Improvements that are developed, constructed and/or operated on the Property. To the extent that Lessee requires any easements or rights-of-way in order to develop, construct, install, operate, maintain and repair the Solar Energy System or for any other purposes set forth under this Lease, the County will cooperate and assist Lessee, as necessary, to obtain such easements and rights-of-way on County property.

Section 7.10 The County shall not grant any rights in the Property purporting to permit others to conduct operations on the Property in derogation of Lessee's right to conduct operations on the Property in connection with the Solar Energy System; provided, however, that all aviation uses and operations and other existing uses at the facility shall be permitted.

Section 7.11 Lessee shall pay any personal property taxes, special assessments, PILOTs, or other imposition that may be levied or assessed on the Premises or Improvements (or any taxes that are directly attributable to the Improvements) due to Lessee's occupancy and use of the Premises. Lessee shall also pay for any increase in the ad valorem property taxes levied against the Property that are assessed for the period from and after the Effective Date until the end of the Term hereof to the extent such increase is caused solely by the Solar Energy System; provided, however, such obligation shall not include any recaptured taxes attributable to any period prior to the Effective Date or any interest or penalties thereon or to any increases in taxes due to reassessment upon a transfer of the fee interest in the Property by the County, and Lessee shall have the right, at its own expense, to appeal or contest any such taxes or increases thereto and to compromise and settle the same and the County shall execute such petitions and agreements and otherwise cooperate with Lessee to the extent reasonably necessary for Lessee to do so Lessee shall be responsible for all taxes, special assessments, or PILOTS that may be levied or assessed against the Premises. The County shall not levy any personal property taxes, special assessments or real property taxes on the Solar Energy System during the Term.

Section 7.12 Lessee shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the utility, mechanical, electrical, drainage and sewer systems, and other systems installed or located on the Property.

Section 7.13 Lessee shall provide submittal drawings approved by its engineering consultant of installation components and others and as reasonably requested by the Department for a review and approval prior to installation of any Improvements.

Section 7.14 To the extent the same exist, the County will provide Lessee with drawings, standard roadway and curbing details, and other information regarding existing site layouts and underground utilities. Lessee bears full responsibility for ensuring all underground utilities are identified prior to excavation and will be wholly liable for any damage to any utilities damaged in the course of its construction activities and/or in connection with any activities authorized under this Lease.

Section 7.15 The County understands that the point of connection to LIPA's utility system may be located on County property not included within the Premises under this Lease. Lessee agrees that it shall not install any equipment and appurtenances to deliver energy to LIPA unless prior written approval for the use of such property is granted by the Department in writing and the proposed installation is consistent with the purposes of this Lease and the permitted uses of the Property, and as long as Lessee complies with all requirements of LIPA, the New York's Small Generator Interconnection Process, the County, and the FAA.

Section 7.16 Lessee shall maintain and promptly repair the Premises to keep same in good repair and condition,

regardless of fault, except in the event of negligence or willful misconduct by the County or County's employees, agents or representatives, and in accordance with general industry practice in the operation of such Solar Energy System, at Lessee's sole cost and expense. Lessee acknowledges that the Property is used for public airport and agrees to maintain the Improvements in a manner which minimizes nuisances and inconvenience to persons using the airport facilities including, but not limited to, nesting birds and water run-off.

Section 7.17 Lessee shall have a physical inspection of all Improvements conducted by a licensed electrician at least twice a year during the Term to ensure that the Improvements continue to maintain structural stability. Upon a written request by the County, Lessee will provide a written report to the Department, setting forth the findings of such maintenance inspections within forty-five (45) Days of the inspection and delineating any remedial actions to be taken.

Section 7.18 Lessee warrants and represents that any exterior lighting installed as part of Lessee's Installation shall be in compliance with the Dark Skies legislation enacted by the County of Suffolk by Resolution # 838-2004. In the event existing lighting located on the Property needs to be altered as part of Lessee's Installation, Lessee agrees to provide, at its sole cost and expense, alternate lighting satisfactory to the Department

Section 7.19 Lessee understands that the Property may be located in high wind region of New York State. All designs shall be prepared to meet applicable wind, seismic, and snow loading criteria.

Section 7.20 Lessee shall not tie into, or in any manner use or otherwise access utility services to the Property in a manner which increases costs to the County.

Section 7.21 The Parties agree to be bound by the terms of the **"Airport Lease Requirements,"** annexed hereto as **Exhibit C**, and made a part hereof.

Section 8. Prevailing Wage

Regardless of whether the construction of the Improvements is deemed a public works project for purposes of determining applicability of Section 220 of the Labor Law, Lessee acknowledges and agrees to comply with the prevailing wage requirements in connection with the construction of the Improvements. No person performing, aiding in, or assisting in Lessee's construction of the Improvements shall be paid less than the said prevailing rates as defined and utilized under Section 220 of the Labor Law. The wages to be paid shall not be less than the prevailing rate of wages and supplements as set forth by law.

a. Lessee, its contractors, and subcontractors shall file transcripts of original payrolls for the construction of the Improvements under this Lease, in connection with the construction and preparation of the entire Premises, 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. Lessee, 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 Improvements, to ensure that Lessee, its contractors and subcontractors are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to Lessee, its contractors and/or subcontractors prior to the inspection.

b. Lessee agrees that it shall include clauses in all of its agreements with its contractors and subcontractors for the construction of the Improvements stating that: (i) said contractors and subcontractors shall pay prevailing wages, as agreed to in this Lease between the County of Suffolk and the Lessee; (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) Lessee, 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 Improvements to ensure that Lessee, its contractors and subcontractors are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to Lessee, its contractors and/or subcontractors prior to the inspection.

Section 9. Apprenticeship Training Program

Section 9.01 Lessee agrees that this Lease shall be subject to Article 23, Section 816b of the New York State Labor Law and Chapter 869 of the Suffolk County Code. Lessee agrees that, in connection with the construction and installation of the improvements, Lessee, Lessee's contractors, and all subcontractors shall participate in registered and approved apprentice training programs. Lessee and its contractors shall provide evidence of participation in approved apprentice training programs that are appropriate for the type and scope of work to be performed under this Lease.

Section 9.02 After execution of this Lease, and at least ten (10) working days prior to the commencement of any of Lessee's work performed pursuant to this Lease, Lessee and its contractors shall provide affidavits attesting to participation in the appropriate, approved apprentice training programs.

Section 9.03 Lessee or Lessee's contractor shall also submit an affidavit of participating in an approved apprentice-training program from each subcontractor performing any aspect of Lessees work under this Lease. The County will provide affidavit forms.

Section 10. Other Construction by Lessee

Section 10.01 Except as otherwise expressly provided herein, Lessee shall not erect any structures, make any improvements, or do any other work on the Property, or install any fixtures other than as set forth in the Site Plan and in *Section 7.01* without the prior written approval of the Department. In the event any construction, improvement, alteration, modification, addition, repair, or replacement is made without such approval, then upon reasonable notice to do so, Lessee shall remove the same or, at the option of the County, cause the same to be changed to the satisfaction of the County. In case of any failure on the part of Lessee to comply with such notice, the County may effect the removal or change and Lessee shall pay the cost thereof to the County.

Section 11. Requirements of Governmental Agencies

Section 11.01 Lessee will proceed with due diligence to construct and install the Solar Energy System and shall comply in all material respects with Laws, in force as of the Commencement Date, and all requirements, obligations and conditions of all instruments of record which may be applicable to the Premises. All work of Lessee and its subcontractors will be coordinated with the Department. Lessee reserves the right, in its sole discretion and at its sole expense, to contest the validity or applicability of any Laws.

Section 11.02 Lessee understands that the Suffolk County Department of Public Works ("DPW") is the authority having jurisdiction with respect to Building Permits relating to construction on County property. All Improvements constructed by Lessee pursuant to this Lease shall be coordinated with DPW to ensure and maintain the safety of the public. Lessee shall be in compliance with all pertinent codes and shall obtain all necessary permits for the construction, use, and/or operation of the Improvements. All documents (drawings, specifications, etc.) regarding the Improvements shall be prepared by and bear the seal and signature of a State Licensed Professional Engineer.

Section 11.03 Lessee agrees to comply with all reasonable requests for special inspections by DPW during construction including, but not limited to, concrete testing, and electrical inspections. During the Term of this Lease, the Department and/or DPW, or their authorized representatives, shall be permitted to enter the Premises at all reasonable times during usual business hours, upon at least three (3) days' prior notice or, in the case of an emergency, such notice as is

practicable, for the purposes of inspecting the Premises, provided that they follow any of Lessee's safety procedures. Lessee shall have the right to have its representative accompany the County personnel and/or its authorized representative during all or any part of such inspection. Lessee further agrees that, in the event of an emergency, the County or its representative, or the Air National Guard or its representative, shall have the right to access the Premises in connection with local emergency response efforts.

Section 12. Liens

Lessee shall keep the County's interest in the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies and equipment furnished in connection with Lessee's use of the Premises under this Lease. In the event it is permissible for any mechanics' or other liens to be filed against any portion of the Property by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall cause the same to be cancelled or discharged of record by bond or otherwise within sixty (60) Days after notice from the County of the filing thereof and Lessee shall indemnify and save the County harmless from and against all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting there from; provided, however, that nothing herein contained shall be construed to limit the right of Lessee to contest any claim of a contractor, subcontractor, tradespersons, workman, or other person and no such claim shall be considered to be an obligation of Lessee within the meaning of this Section unless and until the same shall have been finally adjudicated. If Lessee shall fail to cancel or discharge said lien or liens within said 90-Day period, the County may cancel or discharge the same and upon the County's demand, Lessee shall reimburse the County for the costs or expenses thereof, within sixty (60) days after receipt of an invoice therefore. Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of the County, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Property or any part thereof, nor as giving Lessee any right, power or authority to contract for or permit the rendering of such services of the furnishing of any materials that would give rise to the filing of any lien against the Property or any part thereof.

Section 13. Waiver of Nuisance

The County has been informed by Lessee and understands that the presence and operation of the Improvements on the Property may potentially result in some nuisance to the County, such as higher noise levels than currently occur at the Property and the surrounding area and visual impact ("**Nuisances**"). It is the intent of the parties hereto that these Nuisances shall be held to a commercially reasonable minimum. To this end Lessee shall take all possible care, caution and precaution and shall use its commercially reasonable efforts to minimize Nuisances.

Section 14. Temporary Storage

Section 14.01 Temporary Storage Space During Installation. The County will use reasonable efforts to identify and provide sufficient area on the Property, if needed, for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the installation of the Solar Energy System by Lessee. The County will also provide Lessee a reasonable area on the Property, if needed, for construction type lay-down and staging. The County and Lessee will coordinate and cooperate in determining the amount of space required for such purposes.

Section 14.02 Temporary Storage Space During Maintenance. The County will use commercially reasonable efforts to provide sufficient space adjacent to the Premises, if needed, for the temporary storage and staging of tools, materials and equipment during any maintenance of the Solar Energy System. The County and Lessee will coordinate and cooperate in determining the amount of space required for such purposes.

Section 15. Insurance

Section 15.01 Lessee shall procure and continuously maintain, without interruption, during the Term, insurance, naming the County as an additional insured, in amounts not less than as follows:

a. Commercial General Liability, 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 (such limits may be maintained by using a combination of primary and excess liability policy limits);

b. Automobile Liability Insurance (if any vehicles are used by Lessee in the performance of the Ground Lease) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand ($100,000.00) for property damage per occurrence; and

c. Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. Lessee shall furnish to the 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 Lessee shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law;

d. Builders Risk Insurance "All Risk" coverage in an amount equal to the total value of the Improvements which shall be obtained prior to commencement of construction of the Improvements and shall remain in effect until a permanent Certificate of Occupancy is obtained therefor. Such coverage shall include vandalism and malicious mischief, in broad form covering improvements in place and all material and equipment at the job site furnished under contract, but excluding contractor's, subcontractor's, and construction manager's equipment and property owned by contractor's or subcontractor's employees.

f. Mandatory Insurance – All insurance required by any Requirements.

With respect to insurance requirements during construction of the Improvements, Lessee may provide such insurance by requiring each contractor engaged by it for the construction to procure and maintain such insurance including such contractual liability endorsement, said insurance not to contain any care, custody or control exclusions, any exclusions for explosions, collapses, or damage to, bodily injury to, or sickness, disease, or death of any employee of Lessee or of any of its contractors which would conflict with or in any way impair coverage under the contractual liability endorsement. There shall be no self insurance retention aspects to such insurance unless agreed to in writing by the County.

Section 15.02 All policies of insurance described in this **Section 15** shall:

a. Be written as primary policies not contributing with and not in excess of coverage that County may carry;

b. Lessee shall furnish to the County certificates of insurance for each such policy and upon request, a true and 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 the Contractor shall furnish an endorsement page evidencing the County's status as an additional insured on said policy;

c. Expressly provide that the County shall have no liability for premiums;

d. Shall be issued by insurance companies with an A.M. Best rating of A- or better and are licensed to do business in the State of New York; and

e. Lessee shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in said policies. Such certificates, policies and other evidence of insurance and notices shall be mailed to the Department at its address as set forth in this Lease or at such other address of which the County shall have given the Contractor notice in writing.

Section 15.03 In addition to the obligations set forth in this **Section 15**, and all other insurance required under this Lease, the policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded Lessee thereunder with respect to any claim or action against Lessee by a third person shall pertain and apply with like effect with respect to any claim or action against Lessee by the County, and such endorsement shall not limit, vary, change, or affect the protections afforded the County thereunder as an additional insured. In addition, all the aforesaid policy or policies of insurance shall also provide or contain an endorsement providing that the protections afforded the County thereunder with respect to any claim or action against the County by Lessee shall be the same as the protections afforded Lessee thereunder with respect to any claim or action against Lessee by a third person, as if the County were the named insured thereunder.

Section 15.04 In the event Lessee shall fail to provide the Declaration Pages or certificates of insurance or to maintain any insurance required by this Lease, the County may, but shall not be required to, obtain such policies and add the cost thereof to payments due the County under this Lease or any other agreement between the County and Lessee.

Section 15.05 Notwithstanding the foregoing, it is specifically understood and agreed that the County shall have the right to submit, from time to time, in writing to Lessee, a request that one or more coverage line limits be increased; provided the County provides Lessee with a reasonable justification for said request. Lessee shall take all reasonable requests under consideration and comply by submitting a revised Certificate of Insurance to the County evidencing the limit increases.

Section 15.06 Each policy of insurance required by this **Section 15** shall contain a provision that the insurer shall not, without obtaining express advance permission from the Suffolk County Attorney, raise any defense involving in any way the jurisdiction of the court over the person of the County, the immunity of the County, its officers, agents or employees, the governmental nature of the County or the provisions of any statutes respecting suits against the County.

Section 15.07 If at any time any of the insurance policies shall cease to be available to Lessee, Lessee shall promptly obtain a new and satisfactory policy in replacement. Failure to maintain insurance in the amounts reasonably required and commercially available from insurers licensed to do business in the State of New York, and in accordance with industry standards shall constitute grounds to immediately terminate this Lease.

Section 15.08 If the Improvements are damaged or suffer loss (other than ordinary wear and tear) due to any natural event including any act of God or of the elements such as fire, earthquake or other casualty, or due to any of Lessee's own negligence, Lessee, at its own cost and expense, shall either (a) proceed with all reasonable diligence and speed to obtain any necessary governmental permits for such repair or restoration and thereafter repair, replace, and restore the Improvements as nearly as possible to the same value, condition, and character as existed immediately prior to such damage or loss or (b) if Lessee elects not to repair, replace or restore the Improvements to their previous condition, Lessee will be discharged from responsibility to repair the damage, but, subject to the rights of any Leasehold Mortgagee pursuant to a Leasehold Mortgage, and less an amount equal to the cost of removing and restoring the Premises in accordance with **Section 17** of this Lease, the balance of such proceeds of insurance shall be apportioned between the County and Lessee, with the County receiving the same proportion of such proceeds as the then expired portion of the term of this Lease bears to the full term of this Lease.

Section 15.09 Lessee agrees that no liability shall attach to the County for any damages or losses incurred or claimed by Lessee or any other person or party on account of the construction, installation or operation of the Improvements or other improvement to or upon the Property made by Lessee.

Section 16. Indemnity and Defense

Section 16.0 1 Lessee shall protect, indemnify and hold harmless the County, its officers, officials, employees, agents, servants, contractors, and representatives, from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, including, but not limited to, claims and demands for death or personal injuries, or for property damages, arising out of or in connection with Lessee's use of the Property or the Premises under this Lease, including reimbursement for the cost of reasonable attorneys' fees incurred by the County in any action or proceeding arising out of or in connection with the Lessee's use of the Property or the Premises, except for claims, liabilities and damages arising out of the County's or County's employees', agents' or representatives' negligence or willful misconduct.

Section 16.02 Lessee hereby represents and warrants that Lessee shall not infringe upon any copyright work or material in accordance with the Federal Copyright Act in connections with Lessee's use of the Property or Premises during the term of this Lease. Lessee shall protect, indemnify, and hold harmless the County and its officers, officials, employees, contractors, agents, servants, representatives, and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions arising out of or in connection with any claim asserted for infringement of copyright, including reimbursement for the cost of reasonable attorneys' fees incurred by the County in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

Section 16.03 Lessee shall defend the County and its officers, officials, employees, agents, servants, contractors, representatives, and other persons in any suit, including appeals, arising out of, or connection with the Lessee's use of the Property or Premises or any copyright infringement proceeding or action. At the County's option, the County may defend any such proceeding or action and require Lessee to pay reasonable attorney's fees incurred by the County for the defense.

Section 16.04 For any claim for which Lessee shall be required to indemnify or defend the County, its officers, officials, employees, agents, servants, contractors, or representatives, Lessee shall, at its own expense, defend any suit with counsel of Lessee's selection (approved by the County) based upon any such claim or demand (even if such suit, claim or demand is groundless, false or fraudulent), and in handling such it shall not, without obtaining express advance permission from the Suffolk County Attorney, make any material decisions related to the defense or settlement of the claim on the County's behalf.

Section 17. Removal and Restoration

Section 17.01 Simultaneous with any Notice of Termination or, at least three (3) months prior to the expiration of the Term hereof, Lessee shall present the County a decommissioning plan ("Decommissioning Plan") for the Improvements, which Decommissioning Plan shall include the removal of all physical material related to the Improvements, excluding any subsurface items such as buried electrical and communications lines. Underground structures, including concrete footings, materials, or other appurtenances which create an impediment to future renovation and/or development of the Premises must be removed and the Premises restored to substantially the same condition it was in as of the Effective Date, including lighting (reasonable wear and tear, condemnation, casualty damage and acts of God excepted (all hereinafter referred to as "**Restoration**"). Within twenty (20) business Days of receipt of such Decommissioning Plan, the County shall have the right to request that Lessee abandon all or any portion of the Improvements on the Premises (the "**Abandonment Request**"). In the event the County does not submit an Abandonment Request, Lessee shall proceed with the Decommissioning Plan. If the County does submit an Abandonment Request, Lessee shall then have ten (10) business Days to respond to such Abandonment Request with its acceptance or rejection of such Abandonment Request. Failure by the Lessee to respond to any Abandonment Request shall be deemed to be an approval of such Abandonment Request. If Restoration is required herein, Lessee shall use commercially reasonable efforts to complete the Restoration within ninety (90) Days following the expiration or earlier termination of this Lease. Further, Lessee shall execute and record a quitclaim deed of Lessee's right, title and interest in and to the Premises and, if applicable, title to any portion of the Improvements abandoned by Lessee following the expiration or earlier termination of the Lease shall be deemed to have vested in the County. In the event Lessee shall abandon all or any part of the Improvements, the Improvements may be retained by the County as its property or may be stored or disposed of as the County may see fit. If the Improvements not

so removed shall be sold, the County may receive and retain the proceeds of such sale and apply the same, at the County's option, against the reasonable expenses of the sale, moving and storage, payment arrears, and any damages to which the County may be entitled. Any excess proceeds from such sale shall be the property of the County. Lessee shall remain liable for any costs incurred by the County in removing and disposing of such Improvements in accordance with the provisions of this *Section 17.01* which are not otherwise recovered by the sale of the property.

Section 17.02 In the event the County requires a decommissioning surety, the County shall give Lessee written notice no earlier than nine (9) year(s) from the Effective Date to require Lessee to provide the County with a bond or one or more letters of credit with the County designated as the beneficiary, to be deposited with the Department of Economic Development and Planning, in the amount of the estimated costs of Restoration ("Restoration Costs"). Within no less than one hundred eighty (180) days after the receipt of the written notice, the County and Lessee shall determine the amount of the Restoration Costs as follows:

a. Lessee shall obtain an estimate of the Restoration Costs from a qualified contractor licensed in the state in which the Property is located and notify the County of the name and address of the contractor which it has selected. Within thirty (30) days thereafter, Lessee shall provide the estimate to the County. In the event the County is not in agreement with Lessee's estimate, the County may, at its own cost and expense, obtain its own estimate within thirty (30) days of Lessee presenting its estimate. If the bids are within a 10% difference of the cost of the other, Lessee shall be entitled to use the bid from its contractor as the basis for the Restoration Costs. In the event the bids are more than 10% different, a third contractor shall be selected by the existing contractors. If they cannot agree upon such third contractor within a sixty (60) day period, the third contractor shall be selected by an Arbitrator of the American Arbitration Association for the County in which the Property is located upon application of either party. Within thirty (30) days of the appointment of the third contractor, the three contractors shall meet and exchange their estimates and the Restoration Costs shall be the average of the estimates of the three contractors.

b. The letter of credit/bond shall remain in force through the expiration or earlier termination of this Lease and until the completion of such work. Upon written request, no more than once in any calendar year, the County may request that Lessee provide the County with information and documentation to confirm the existence and maintenance of such security in favor of the County.

Section 17.03 The letter of credit/bond for the performance of the decommissioning of the Improvements shall be in the form annexed hereto as **Exhibit D**, with a corporate surety licensed to do business in the State of New York.

Section 18. Intentionally Omitted

Section 19. Ownership of Attributes

The County acknowledges that Lessee shall have all right, title and interest in and to all "Environmental Attributes" and "Renewable Energy Incentives", and other items of whatever nature which are available as a result of solar energy being produced from the Solar Energy System. If any Environmental Attributes, Renewable Energy Incentives or other items are initially credited or paid to the County, the County will cause such environmental Attributes, Renewable Energy Incentives and other items to be assigned or transferred to Lessee without delay. The County will cooperate with Lessee in Lessee's efforts to meet the requirements for any certification, registration, or reporting program relating to Environmental Attributes or Renewable Energy Incentives.

Section 20. Hazardous Substances and Waste

Section 20.01 The County represents and warrants to Lessee that, to the best of its knowledge (i) no Hazardous Materials exist on, or have been released or are in imminent threat of release at, on, in to, or from the Premises nor (ii) shall the County use, store, dispose of or release on or to the Premises or (iii) cause or permit to exist or be used, stored, disposed of or released on or to the Premises any Hazardous Material except in such quantities as may be required in its agricultural

use of the Property and only if such use is not harmful to Lessee or its employees and is in full compliance with all applicable Laws.

Section 20.02 Lessee hereby covenants that Lessee shall not (i) use, store, dispose or release on or to the Property or (ii) cause or permit to exist or be used, stored, disposed of or released on or to the Property any Hazardous Material except in such quantities as may be required in its development of the Solar Energy System on the Property and only if such use is in full compliance with all applicable Laws. Should any claim or action be brought against Lessee in connection with its operations with respect to any of the foregoing, Lessee shall immediately notify the County and shall defend and indemnify the County with respect to such claim or action shall, in addition to complying with all other requirements of law or this Lease, pay to the County the reasonable fees incurred by the County for the services of attorneys, consultants, contractors, experts, laboratories, and all other reasonable costs incurred in connection with the investigation, required cleanup or remediation, including the preparation of any feasibility studies or reports and the performance of any required cleanup, remediation, removal, abatement, containment, closure, restoration, or monitoring work.

Section 20.03 Lessee shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from all fines, suits, procedures, claims and action of every kind, and all costs associated therewith (including attorney's and consultants' fees) arising out of or in any way connected with, directly or indirectly, any deposit, spill, discharge, leakage or other release of Hazardous Substances, flammable explosives, or contamination caused by Lessee, or as proximately caused by Lessee's use of the Property pursuant to this Lease. Lessee's obligations and liabilities under this Section shall survive the expiration or earlier termination of this Lease.

Section 20.04 To the extent permitted by law, County shall indemnify, defend, and hold harmless Lessee from all fines, suits, procedures, claims and action of every kind, and all costs associated therewith (including attorney's and consultants' fees) with regard to any Hazardous Substances that (i) are existing at the Property prior to the Effective Date; or (ii) any release caused by the County after the Effective Date. County's obligations and liabilities under this Section shall survive the expiration or earlier termination of this Lease.

Section 21. Signs

Except with the prior written approval of the County, Lessee shall not erect, maintain, or display any advertising, signs, or similar device on the Property, which approval shall not be unreasonably withheld.

Section 22. Quiet Enjoyment

The County agrees that Lessee shall quietly and peaceably hold, possess and enjoy the Premises pursuant to the terms of this Lease, and for the Term of this Lease without any hindrance or molestation caused by any party claiming by, through or under the County. The County shall defend title to the Property, and the use and occupancy of the same, against the claims of all others, except those claiming by or through Lessee. The County shall not enter into or modify any documents, including any declarations, easements, restrictions or other similar instruments, which may materially affect the rights and/or obligations of Lessee hereunder, without first obtaining the prior written consent of Lessee, which consent shall not be unreasonably withheld.

Section 23. Representations, Warranties and Covenants

Section 23.01 The County shall take all reasonable action as necessary to prevent buildings, structures or fauna from shading the Solar Energy System or otherwise interfering with the direct solar radiation of the Solar Energy System. In the event requested by Lessee, and subject to *Section 7.05* hereof, the County shall grant such temporary or permanent easements, rights of way, or other rights or encumbrances, necessary or convenient across, over, under or through any property adjacent to the Premises owned or controlled by the County or any Affiliate to further the purposes of this Section 23.01.

Section 23.02 If the County becomes aware of any circumstances relating to the Solar Energy System or the Property which creates an imminent risk of damage or injury to any person or any person's property, the County will immediately

notify Lessee of such threat. If the threat relates to the Property and not to the Solar Energy System, the County shall promptly take such action as is necessary or appropriate to prevent such damage or injury.

Section 23.03 The County will promptly notify Lessee of any physical conditions or other circumstances the County becomes aware of that indicate there has been or might be damage to or loss of the use of the Solar Energy System or that could reasonably be expected to adversely affect the Solar Energy System.

Section 23.04 Each person executing this Lease on behalf of the County represents and warrants that such person is duly and validly authorized to do so and that the County has the full right and authority to enter into this Lease, perform all of its obligations hereunder and grant the interests herein granted.

Section 23.05 Each person executing this Lease on behalf of Lessee represents and warrants that such person is duly and validly authorized to do so and that Lessee has the full right and authority to enter into this Lease and perform all of its obligations hereunder.

Section 23.06. The County represents and warrants to Lessee that it owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Lessee prior to the execution of this Lease and attached hereto in Schedule 23.06. The County will not subject the Premises to any additional liens, encumbrances, covenants, conditions, easements after the Effective Date of this Lease without the prior written consent of the Lessee, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 23.07 The County and Lessee agree to cooperate to provide Lessee with lawful and valid access to and from the Premises to existing public highways and roads, and sewer, electrical or other utility services, and all utilities which serve the Premises. All matters regarding access to and from the Premises shall be coordinated through the Airport Manager.

Section 23.08 The County shall have no ownership or other interest in any Improvements installed on the Property by or on behalf of Lessee, except as provided in **Sections 17** and **29**,and the County hereby waives any statutory or common law lien that it might otherwise have in or to the Improvements or any portion thereof. Lessee shall at all times retain title to the Improvements, with the right, at any time and in its sole discretion, to remove, replace or repair one or more Improvements as otherwise set forth herein, except as provided in **Sections 17** and **29**.

Section 23.09 Lessee warrants that the execution and delivery of this Lease was duly authorized by all necessary action of the Lessee, none of which action has been rescinded or otherwise modified. Lessee has full power and authority to execute and deliver this Lease and to perform its obligations under this Lease. No consents, approvals or permits are required for the performance of the terms and provisions herein, or, if any such consents, approvals or permits are required, they have been or will be obtained in a timely fashion. This Lease is a legal, valid, and binding obligation of the Lessee, enforceable against Lessee in accordance with its terms.

Section 24. Confidentiality

Fully executed contracts, including leases, are subject to the New York Freedom of Information Law (FOIL). Therefore, if Lessee believes that any information it may provide or is contained herein constitutes a trade secret or is otherwise information which if disclosed would cause substantial injury to its competitive position in the industry (collectively, "Lessee Confidential Information") and Lessee wishes such information to be withheld if requested pursuant to FOIL, Lessee shall submit a separate letter to the County, specifically identifying the page number(s), section(s), lines(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret or is other information which if disclosed would cause substantial injury to the competitive position of Lessee, and formally requesting that such information be kept confidential. Failure by Lessee to submit such a letter may constitute a waiver of any rights Lessee may have under the FOIL relating to protection of trade secrets. The proprietary nature of the information designated confidential by Lessee may be subject to disclosure if it is requested under FOIL and the County deems it disclosable or if ordered by a court of competent jurisdiction. A request that an entire Lease be kept confidential will not be considered.

Section 25. Successors and Assigns

Section 25.01 This Lease shall inure to the benefit of, and be binding upon, the County and Lessee, and their respective heirs, successors and assigns. Lessee covenants that it shall not sublet the Premises or any part thereof, by operation of law or otherwise. Except as otherwise provided in **Section 26** below, Lessee shall not assign the Lease or any portion thereof without the prior written consent of the County in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. In the event a request to assign is made by Lessee, considerations which may be taken into account by the County include, but are not limited to: (i) the financial capacity of the proposed assignee in relation to the Lease obligations, with sufficient, reasonably detailed financial information to make a judgment; (ii) the experience of the proposed assignee in the ownership and operation of similar assets as those referenced under this Lease; and (iii) the general business reputation of the proposed assignee and whether the proposed assignee or any Principal thereof is a Prohibited Person. The proposed assignee shall submit to the County all forms set forth on **Exhibit E** to this Lease that are required to be submitted pursuant to applicable Legislative Requirements. The County shall grant or deny any request by Lessee to assign this Lease within twenty (20) days after delivery to the County of Lessee's written request, setting forth the identity of the proposed assignee, its Principals, financials, and such other information described hereunder which will assist the County in making its decision.

Section 25.02 Any attempt by Lessee to assign this Lease or a portion thereof without the County's prior written consent shall be null and void, provided, however, that Lessee may, without obtaining the County's prior consent (but with complying with the other provisions of this Section), assign this Lease to (a) an "Affiliate," (b) a Lender in connection with any financing by Lessee of the Solar Energy System in accordance with **Section 26** below, or (c) to a Person or entity to which it sells or assigns all or substantially all of its assets or equitable ownership interest or with which it may be consolidated or merged (a "Successor Entity"), provided such Successor Entity shall also (i) be an entity having experience in the operation and maintenance of solar photovoltaic systems (ii) be financially capable of performing Lessee's obligations under this Lease, and (iii) agree to unconditionally assume all of Lessee's obligations under this Lease in writing, pursuant to a written assignment and assumption agreement. Each assignment and assumption shall be in writing, and Lessee shall deliver to the County a fully-executed original of such assignment and assumption within ten (10) Days following the full execution thereof.

Section 26. Leasehold Financing

Section 26.01 Right to Encumber. Lessee or any authorized successor or assignee under **Section 25** (each, an "**Obligor**" under this **Section 26**) may at any time assign, encumber, hypothecate, mortgage or pledge (including by mortgage, deed of trust or personal property security instrument) all or any portion the Solar Energy Estate to any Lender provided the County is given written notice of such assignment, encumbrance, hypothecation, mortgage or pledge within thirty (30) Days of the Solar Energy Estate being encumbered, such notice to include the name and address of the Lender and verification of recording data, and the County is given written notice of each amendment or other modification or supplement to the related instruments.

Section 26.02 Covenants for Lenders' Benefit. Should an Obligor assign, encumber, hypothecate, mortgage or pledge any of its interest as provided in *Section 26.01* above, the County expressly agrees for the benefit of Lessee and any Lenders of which the County has notice, as follows:

a. The County will not amend or modify, or take any action causing, consenting to or accepting an amendment or modification of this Lease if such amendment or modification would reduce the rights or remedies of any Lender hereunder or impair or reduce the security for any lien held by such Lender without the prior written consent of such Lender.

b. Lenders shall have the right to do any act or thing required to be performed by Obligor under this Lease, and any such act or thing performed by a Lender shall be as effective to prevent a default under this Lease and/or a forfeiture of any of Obligor's rights under this Lease as if done by

Obligor itself. Notwithstanding this right, each Lender shall notify the County in writing as soon as practicable that it will or has performed an act on behalf of the Obligor.

c. The right of a Lender to receive notices and to act on behalf of Obligor as set forth in this *Section 26.02* shall be available only to those Lenders which shall have notified the County (or which Obligor has notified the County of) in writing of their name and address (**"Registered Lenders"**). The County shall provide notice of the occurrence of any Event of Default hereof to all Registered Lenders. If the County shall become entitled to terminate this Lease due to an uncured Event of Default, as defined in *Section 29.03*, by Obligor, the County will not terminate this Lease unless it has first provided a Notice to Default to each Registered Lender, giving each Registered Lender at least thirty (30) Days after the expiration of the cure period which this Lease provides to Obligor under *Section 29.01* to cure the Event of Default itself. If within such thirty (30) Day period subsequent to the expiration of the cure period a Registered Lender notifies the County in writing that it must foreclose on Obligor's interest or otherwise take possession of Obligor's interest under this Lease in order to cure a Non-Monetary Event of Default, as defined in *Section 29.03*, the County shall not terminate this Lease and shall permit such Registered Lender a sufficient period of time as may be necessary for such Registered Lender, with the exercise of due diligence, to foreclose or acquire Obligor's interest under this Lease and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Obligor. In the event the Registered Lender does not cure the Event of Default, or the Registered Lender does not exercise due diligence to foreclose or acquire Obligor's interest under this Lease and to perform or cause to be all of the covenants and agreements to be performed and observed by Obligor, the County may terminate this Lease. In the event a Registered Lender shall elect to exercise its rights hereunder, the sole recourse of the County in seeking enforcement of its rights under this Lease or any new lease entered into pursuant to *Section 26.02*(d) shall be to such Registered Lender's interest under this Lease and the Improvements.

d. Subject to the provisions of paragraph (e) below, the County shall, upon written request of the Registered Lender made within forty (40) Days after notice to such Registered Lender, enter into a new lease agreement with such Registered Lender within twenty (20) Days after the receipt of such request. Such new lease agreement shall be effective as of the date of the termination of this Lease, and shall be upon the same terms, covenants, conditions and agreements as contained in this Lease. Upon the execution of any such new lease agreement, the Registered Lender shall (i) pay the County any amounts which are due the County from Obligor under this Lease, (ii) pay the County any and all amounts which would have been due under this Lease (had this Lease not been terminated) from the date of the termination of this Lease to the date of the new lease agreement, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Lease to be performed by Obligor to the extent that Obligor failed to perform the same prior to the execution and delivery of the new lease agreement.

e. If more than one Registered Lender shall request a new lease agreement pursuant to paragraph (d) above, the County shall enter into such new lease agreement with the Lender whose mortgage is prior in lien. The County, without liability to Obligor or any Lender with an adverse claim, may rely upon a title insurance policy issued by a responsible title insurance company doing business in the county where the Premises are located naming the County and the lessee under such new lease agreement as insureds (and paid for by such lessee), as the basis for determining the appropriate Lender who is entitled to such new lease agreement.

f. As long as there is a Solar Energy Estate, neither the bankruptcy nor the insolvency of Lessee shall operate to terminate, nor permit the County to terminate, this Lease as long as all payments and other charges payable by Lessee continue to be paid in accordance with the terms of this Lease.

g. The time available to a Lender to initiate foreclosure proceedings as aforesaid shall be extended by the number of Days of delay occasioned by judicial restriction against such initiation or occasioned by other circumstances beyond such Lender's reasonable control. Upon the sale or other transfer of any interest in the rights granted hereunder by any Registered Lender, such Registered Lender shall have no further duties or obligations hereunder.

h. Upon the request of a Registered Lender, the County and Obligor shall amend this Lease to include any reasonable provision requested by such Registered Lender to implement the protective provisions contained in this Lease for the benefit of such Registered Lender or to allow such Registered Lender reasonable means to protect or preserve the Solar Energy Estate granted hereby or the lien of its leasehold mortgage on the occurrence of an Event of Default under this Lease; provided, however, that the County shall not be required to amend this Lease in any way which would affect the Term or payments hereunder or otherwise in any material respect adversely affect any rights of the County under this Lease.

Section 27. Condemnation

Should title or possession of all or any portion of the Premises be taken in condemnation proceedings by a government agency, governmental body or private party under the exercise of the right of eminent domain, or should a partial taking render the remaining portion of the Premises wholly unsuitable for Lessee's use, then this Lease shall terminate upon such vesting of title or taking of possession. All payments made by a Condemnor on account of any taking of the fee estate by eminent domain shall be made to the County. Lessee shall be entitled to any portions of the condemnation awards relating to any Improvements taken, and Lessee shall, at its sole discretion also be entitled to seek a separate award from the Condemnor for any damages allowable by law, including but not limited to: (i) the removal and relocation Lessee's business, (iii) for the loss of goodwill, (iv) lost profits, (v) the loss and/or damage to any property that Lessee elects or is required not to remove, and (vi) for the loss of use of the Premises by Lessee and the County shall have no right, title or interest in or to any separate award made therefore. It is agreed that Lessee shall have the right to participate in any settlement proceedings with the Condemnor and that the County shall not enter into any binding settlement agreement with the Condemnor, without the prior written consent of Lessee, which consent shall not be unreasonably withheld. In the event of a partial taking that does not render the remaining portion of the Premises unsuitable for Lessee's use, as determined by Lessee in its sole discretion, this Lease shall continue in full force and effect (with an equitable reduction in the Quarterly Operating Payments). The Parties shall enter into an amendment of -the Lease to reflect such partial taking.

Section 28. Additional Fees and Charges

If the County is required or elects to pay any sum or sums, or incurs any obligations or expense by reason of the failure, neglect or refusal of Lessee to perform or fulfill any one or more of the conditions or agreements contained in this Lease, or as a result of an act or omissions or negligence of Lessee contrary to the said conditions and agreements, the County agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and the same may be added to any payment thereafter due under this Lease, and each and every part of the same shall be recoverable by the County in the same manner and with like remedies as if they were originally a part of the payments set forth in **Sections 5** and **6**. In no event shall this **Section 28** be construed as a limitation of the County's rights to contribution or indemnification under the New York Civil Procedure Laws and Rules.

Section 29. Termination/Default Remedies and Damages

Section 29.01 This Lease shall terminate at the end of the Term hereof and Lessee shall have no further right or interest in the Premises or the Property.

Section 29.02 Lessee may choose to terminate this Lease by providing written notice ("Lessee's Notice of Termination") to the County: (a) at any time and for any reason during the Primary Term with at least nine (9) months' advance written notice; (b) , at any time and for any reason during the Initial Term with at least ten (10) days' advance written notice; or (c) in the case of an extended Force Majeure which prevents Lessee from using the Solar Energy System over one hundred and eighty (180) consecutive days, upon thirty (30) days' advance written notice. All rights and obligations of the

parties hereunder shall terminate as of the termination date set forth in such Lessee's Notice of Termination (other than liabilities that accrued prior to such termination or which expreslly survive the termination of this Lease).

Section 29.03 The following shall constitute an "Event of Default":

a. Lessee shall fail duly and punctually to pay any installment under **Sections 5** or **6** of this Lease, or to make any other payment required hereunder when due to the County and such default shall persist in its failure for a period of six (6) months following the receipt of written notice of such default ("Notice of Default") from the County ("Monetary Default"); or

b. Lessee shall fail to keep, perform, or observe any material term set forth in this Lease on its part to be kept, performed, or observed, within thirty (30) Days after receipt of Notice of Default from the County (except where fulfillment of its obligation requires activity over a period of time and Lessee shall have commenced substantially to perform whatever may be required for fulfillment within thirty (30) Days after receipt of the Notice of Default and continues diligently such substantial performance without interruption except for causes beyond its control); or

c. Subject to the provisions of *Section 26.02(f)*, Lessee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or of any State thereof: or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

d. Subject to the provisions of *Section 26.02(f)*, by order of decree of a court Lessee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Lessee is a corporation, by any of the stockholders of Lessee, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any State thereof; or

e. Subject to the provisions of *Section 26.02(f)*, a petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against Lessee and shall not be dismissed within ninety (90) Days after the filing thereof; or

f. Subject to the provisions of *Section 26.02(f)*, by or pursuant to, or under authority of any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the Property of Lessee and such possession or control shall continue in effect for a period of ninety (90) Days.

The events described in subsections (c), (d), (e), and (f) above are collectively referred to herein as a "Non-Monetary Event of Default."

Section 29.04 Subject to the provisions of **Section 26**, upon the occurrence of either a Monetary or a Non-Monetary Event of Default other than an Event of Default described in *Section 29.03(b)*, and after the applicable cure periods have elapsed, or at any time thereafter during the continuance thereof or during the term of this Lease, the County shall be entitled to exercise any and all remedies available to it at law or in equity, including the right to terminate this Lease and/or evict Lessee from the Premises. Such termination to be effective on the date specified in the a notice of termination ("Notice of Termination"), which date shall not be less than thirty (30) Days from the date of the notice ("Termination Date"), in the event Lessee has not cured the default. In such case, Lessee's rights to the possession of the Premises shall end absolutely as of the Termination Date as fully and completely and with the same force and effect as if the day so specified were the Expiration Date, except for Lessee's liabilities arising prior to, out of, or following the Event(s) of Default and the ensuing termination.

Section 29.05 Upon the occurrence of an Event of Default described in subsection (b) of *Section 29.03* (after the applicable cure periods have elapsed), the County shall provide any Leasehold Mortgagee and the trustee under any Leasehold Mortgage with Notice of Default and provide an additional thirty (30) day period within which the Leasehold Mortgagee shall have the right, but not the obligation, to cure such default. If Leasehold Mortgagee elects to cure, but cannot remedy the default completely within this additional thirty (3) day period, then the County shall give the Leasehold Mortgagee a reasonable extension of time so to do, provided that Leasehold Mortgagee continues to pursue such remedies with reasonable diligence. County agrees that, so long as Leasehold Mortgagee shall have the right to cure any default by Lessee under this Lease, as provided herein, County shall not take any action to terminate this Lease.

Section 29.06 No waiver by the County of any default on the part of Lessee in performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by Lessee shall be a waiver by the County of any other or subsequent default in performance of any of the valid terms, agreements and conditions.

Section 29.07 Subject to the provisions of **Sections 17** and **26**, and subject to the limitations set forth in *Section 29.05* above, following the date specified in the Notice of Termination the County may take possession of the Improvements without the necessity of giving Lessee any additional notice to quit or any other further notice, with or without legal process or proceedings, and in so doing the County may remove Lessee's Improvements and make disposition thereof in such manner as the County may deem to be commercially reasonable under the circumstances. If such property not so removed shall be sold, the County may receive and retain the proceeds of such sale, which shall be the property of the County.

Section 29.08 Subject to the limitations set forth in *Section 29.05* above, the Parties may each enforce and protect their respective rights hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, and for the enforcement of any other appropriate legal or equitable remedy, including, without limitation, injunctive relief, and for recovery of all money due or to become due from Lessee under any of the provisions of this Lease. No rights or remedy herein conferred upon or reserved to the County or Lessee shall be exclusive of any other right or remedy, but shall be cumulative and in addition to all other rights and remedies given hereunder or now or hereafter existing at law.

Section 29.09 No delay or forbearance by either Party in exercising any right or remedy hereunder, or either Party's undertaking or performing any act or matter which is not expressly required to be undertaken by that Party shall be construed, respectively, to be a waiver of that Party's rights or to represent any agreement by that Party to undertake or perform such act or matter thereafter. Waiver by either Party of any breach by the other Party of any covenant or condition herein contained (which waiver shall be effective only if so expressed in writing) or failure by either Party to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the future of that Party's right to have any such covenant or condition duly performed or observed by the other Party, or of either Party's rights arising because of any subsequent breach of any such covenant or condition nor bar any right or remedy of that Party in respect of such breach or any subsequent breach. The County's receipt and acceptance of any payment from Lessee which is tendered not in conformity with the provisions of this Lease or following an Event of Default (regardless of any endorsement or notation on any check or any statement in any letter accompanying any payment) shall not operate as an accord and satisfaction or a waiver of the right of the County to recover any payments then owing by Lessee which are not paid in full.

Section 29.10 Except for the monetary obligations of Lessee, the County and Lessee 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 29.11 In the event the County shall fail to keep, perform, or observe any material term set forth in this Lease on its part to be kept, performed, or observed, within thirty (30) Days after receipt of written notice of default thereunder from the Lessee (except where fulfillment of its obligation requires activity over a period of time, and the County shall have commenced substantially to perform whatever may be required for fulfillment within thirty (30) Days after receipt of

the written notice and continues diligently such substantial performance without interruption except for causes beyond its control), the same shall constitute a default on the part of the County for which Lessee shall have all rights available under law.

Section 29.12 Except as set forth in Section 27 hereof, in no event shall either party be liable in any way, regardless of the form in which any legal or equitable action may be brought (whether in tort, contract, strict liability or otherwise), for any loss of use, interruption of business, lost profits, sales, data or goodwill, or any indirect, punitive, or consequential damages whatsoever, however caused, even if the Parties have been advised of the possibility of such loss or damage and regardless of whether these limitations cause any remedy to fail its essential purpose. The limitations of liability in this *Section 29.12* are material conditions to the Parties entering into this Lease and shall survive the termination or expiration of this Lease.

Section 30. Force Majeure

Section 30.01 Neither Party will be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take reasonable actions necessary to remove such inability with due speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. The obligation to use due speed and diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. Neither Party shall be considered in breach or have caused an uncured Event of Default of this Lease if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event. The occurrence and continuation of a Force Majeure Event shall not suspend or excuse the obligation of a Party to make any payments due hereunder.

Section 30.02 In the event of any delay or nonperformance resulting from a Force Majeure Event, the Party suffering the Force Majeure Event shall (a) as soon as practicable, notify the other Party in writing of the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance, and (b) notify the other Party of the cessation or termination of such Force Majeure Event, all as known or estimated in good faith by the affected Party; *provided, however*, that a Party's failure to give timely notice shall not affect such Party's ability to assert Force Majeure unless the delay in giving notice materially prejudices the other Party.

Section 31. Notices

Section 31.01 Any communication, notice or other submission necessary or required to be made by the parties regarding this Lease except with respect to *Section 29.02* shall be deemed to have been duly made upon receipt by: (a) if to Lessee, at Lessee's address first set forth above, and (b) if to the County, to the Department, Attn: Commissioner, at the Department's address first above set forth; or, (c) at such other address as Lessee or the County, respectively, may designate in writing.

Section 31.02 Any communication or notice regarding indemnification, termination, or litigation by either party to the other shall be in writing and shall be deemed to be duly given only if delivered: (i) personally (personal service on the County must be pursuant to New York Civil Practice Law and Rules Section 311); (ii) by nationally recognized overnight courier: or (iii) mailed by registered or certified mail in a postpaid envelope addressed: (a) if to the County, to the Department at the Department's address first above set forth; 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 Lessee, at Lessee's address first above set forth, or at such other address as Lessee or the County, respectively, may designate in writing.

Section 31.03 Notice shall be deemed to have been duly given (i) if delivered personally, upon delivery thereof on a Business Day or if not a Business Day, then the next succeeding Business Day, (ii) if by nationally recognized overnight courier, the first Business Day subsequent to transmittal and (iii) if mailed by registered or certified mail, upon the seventh Business Day after the mailing thereof. Any notice by either party to the other with respect to the commencement of any

law suit or legal proceeding shall be effected pursuant to and governed by the New York Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

Section 32. Broker

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

Section 33. Paragraph Headings

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

Section 34. Legislative Approval

This Lease is subject to the approval of the Suffolk County Legislature and shall not become effective until fully executed.

Section 35. Waiver of Jury Trial

The County and Lessee, to the extent allowed by law, hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of the County and Lessee, Lessee's use or occupancy of the Premises, any claim of injury or damage, or any emergency statutory or any other statutory remedy.

Section 36. Off-set of Arrears or Default

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

Section 37. Cooperation on Claims

Section 37.01 The Parties each agree to render diligently to the other any and all cooperation, without additional compensation, that may be required to defend the Party against any claims, demand, or action that may be brought against the other in connection with this Lease.

Section 37.02 The County shall fully support and cooperate with Lessee in the conduct of its operations and the exercise of its rights under this Lease including with Lessee's efforts to: (i) obtain from any Governmental Authority or any other person or entity any environmental impact review, permit, entitlement, approval, authorization or other rights; or (ii) to the extent permitted under this Lease, to assign or otherwise transfer all or any part of or interest under this Lease or obtain any financing in accordance with the provisions of this Lease, and the County shall perform all such acts including executing and delivering maps, instruments and documents within twenty (20) Days after receipt of a written request made from time to time by Lessee, as Lessee may reasonably specify to fully effectuate each and all of the purposes and intent of the Lease. Without limiting the generality of the foregoing, within ten (10) Days after receipt of a written request made from time to time by either Party to the other, the Party so requested shall: enter into any reasonable amendment hereto (a) to correct an error in this Lease, or (b) to amend the legal description attached hereto, including replacing said legal description with a revised description prepared or provided by Lessee's or the County's surveyor or title company.

Within ten (10) Days after receipt of a written request made from time to time by the Lessee, the County shall: (aa) execute and deliver to Lessee any owner's affidavit reasonably requested by any title company or Lessee; or (bb) enter into any reasonable consent and subordination and nondisturbance agreement with any Lender, or deliver any estoppel reasonably requested by such Lender, within ten (10) Days after written request from Lessee or any Lender as to any of the foregoing. Without limiting the generality of the foregoing, the County shall not oppose, in any way, whether directly or indirectly, any application by Lessee for any permit, approval or entitlement submitted in accordance with the terms and conditions of this Lease at any administrative, judicial, legislative or other level.

Section 38. Local Preference

Lessee shall use commercially reasonable efforts to use building trades contractors and subcontractors located and doing business within Suffolk County or Nassau County. For purposes of this Lease, 'located and doing business within Suffolk County or Nassau County' means (i) maintaining a place of business and staffed, operational office at an address within the geographical boundaries of Suffolk County or Nassau County for a period of at least one year, from which employees who perform services of the type Lessee will be contacting for are assigned, and (ii) maintaining during such period an active field staff of such employees performing services within Suffolk or Nassau County. In no event shall this clause be deemed to create a third party benefit to any person or entity.

Section 39. Not a Co-Partnership or Joint Venture

Nothing herein contained shall create or be construed as creating a co-partnership, Joint Venture or any other association between the County and Lessee other than the relationship of landlord and tenant.

Section 40. Independent Contractor

It is expressly agreed that Lessee's status hereunder is that of an independent contractor. Neither Lessee nor any person authorized by Lessee to use the Premises shall be considered employees of the County for any purpose. The relationship of the County to Lessee is that of landlord-tenant and Lessee, 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, agent, or employee of the County by reason hereof, and that Lessee, its owners and employees, shall not, by reason hereof, make any claims, demands or application to or for any right of privilege including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership of credit as officers, employees or agents of the County.

Section 41. County Representatives

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

Section 42. No Credit

Lessee agrees that this Lease shall not be pledged, hypothecated, or put up as security for a loan, credit or for any reason whatsoever, except as may otherwise be permitted in this Lease.

Section 43. No Implied Waiver

No waiver shall be inferred from any failure or forbearance of either Party to enforce any provision of this Lease in any particular instance or instances, but the same shall otherwise remain in full force and effect notwithstanding any such failure or forbearance.

Section 44. Certification

The parties to this Lease hereby certify that, other than the funds provided in this Lease and other valid Leases 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 five percent (5%) or more of any party to this Lease.

Section 45. Conflicts of Interest

Section 45.01 Lessee agrees that it will not, during the term of this Lease, engage in any activity that is contrary to and/or in conflict with the goals and purposes of the County.

Section 45.02 Lessee is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue during the term of this Lease. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

Section 46. 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 E** entitled "Suffolk County Legislative Requirements," attached hereto and incorporated herein by reference. In accordance with this law, Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. Contractor or employer, as the case may be, and any subcontractor or owner, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

Section 47. Suffolk County Legislative Requirements

Lessee agrees to be bound by the terms of the "Suffolk County Legislative Requirements," attached hereto as **Exhibit E**, and made a part hereof and to require compliance with same by its contractors and subcontractors engaged in work on the Premises. 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."

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

Section 48.02 Notwithstanding anything herein contained to the contrary, any summary proceedings against Lessee may be instituted in accordance with Article 7 of the New York Real Property Actions and Proceedings Law.

Section 49. Severability

It is expressly agreed that if any term or provision of this Lease, or the application thereof to any person or circumstance, shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, 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 shall be valid and shall be enforced to the fullest extent permitted by law.

Section 50. Interpretation

Each Party has reviewed this Lease and has been given an opportunity to obtain the assistance of counsel, and any rule of construction holding that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Lease.

Section 51. Memorandum

The County and Lessee shall execute in recordable form and Lessee shall record, a memorandum of this Lease substantially in the form of **Exhibit F**. The County consents to the recordation of the interest of any Lender or assignee of Lessee's interest in this Lease.

Section 52. Execution in Counterparts

This Lease may be executed in one or more counterparts, all of which together shall constitute one and the same instrument, and each of which shall be deemed an original.

Section 53. Entire Agreement

Section 53.01 This Lease consists of the following: **Sections 1** through **52** inclusive. The foregoing constitutes the entire agreement of the parties on the subject matter hereof. It may not be changed, modified, discharged or extended except by written instrument duly executed by the County and Lessee.

Section 53.02 References contained herein to Sections, Exhibits, and/or Schedules shall be deemed to be references to the Sections, Exhibits, and/or Schedules of and to this Lease unless specified to the contrary.

- Signature Page Follows -

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

SunEdison Origination1, LLC

By: _____
Name:
Title:

Date: _____

COUNTY OF SUFFOLK

By: _____
Dennis M. Cohen
Chief Deputy County Executive

Date: _____

APPROVED BY:
DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING

By: _____
Name Joanne Minieri
Title: Deputy County Executive/Commissioner

Date: _____

APPROVED BY:
DEPARTMENT OF PUBLIC WORKS

By: _____
Name Gilbert Anderson. P.E.
Title: Commissioner
Date: _____

APPROVED AS TO Form
Dennis M. Brown
County Attorney

By: _____
Basia Deren Braddish
Asst. County Attorney, Municipal Law Bureau

Date: _____

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ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2014 before me, the undersigned, personally appeared_____*[name]*, _____*[Title]* personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2014 before me, the undersigned, personally appeared ***Dennis M. Cohen,*** *Chief Deputy County Executive,* 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

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EXHIBIT A
DESCRIPTION OF PROPERTY

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EXHIBIT B
APPROVED SITE PLAN

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EXHIBIT C
AIRPORT LEASE REQUIREMENTS

Section 1. Non-Interference With Airport Operations

Lessee, by accepting this Lease, expressly agrees for itself, its successors and assigns, that it will not make use of the Premises in any manner which might interfere with the landing or taking off of aircraft at the Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached, the County reserves the right to enter upon the premises and cause the abatement of such interference , at Lessee's sole expense.

Section 2. Field Use

Lessee does not lease, and is prohibited from using, any aircraft parking apron or taxiway. Nothing in this Section, however, shall prohibit Lessee from the joint use with others at the Airport of roadways serving the Premises in accordance with the Airport's rules, regulations and/or restrictions. No service equipment may be stored on the Leased Premises without prior written consent of the Airport Manager.

Section 3. Obstruction Lights

Section 3.01 Lessee shall furnish such obstruction lights as the County shall direct, of the type and design approved by the County in compliance with standards and specifications required by the FAA, and shall install said lights in the locations designated by the County and shall maintain them in good operating condition at all times.

Section 3.02 Lessee shall furnish and install the bulbs and furnish the electricity necessary for the operation of said lights, and shall operate the same in accordance with the directions of Airport Management. The County hereby directs that all said obstruction lights shall, until further notice, be operated daily for a period commencing thirty (30) minutes before sunset and ending thirty (30) minutes after sunrise and for such other periods as may be directed by the Control Tower of the Airport or Airport Management.

Section 4. Unauthorized Use

Except persons who have been granted valid permits or permission from the County, Lessee shall not permit, foster, or allow on the Premises any persons who are not employees or contractors/subcontractor without prior written approval from the County.

Section 5. Rules and Regulations, Minimum Standards and Development Guidelines

Lessee shall observe and obey and shall compel others on the Premises to observe and obey the "Airport Rules and Regulations" as are now in effect or as may be promulgated from time to time for the government and conduct of operations of the Airport for reasons of safety, health or preservation of property, for the good and orderly appearance of the Premises and for the safe and efficient operation and use of the Premises. Copies of the Rules and Regulations are available to Lessee at the Office of the Airport Manager and via the Internet.

Section 6. Certification of Office of Foreign Assets Control (OFAC)

Section 6.01 Lessee certifies that:

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

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(2) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

Section 6.02 Lessee hereby agrees to defend, indemnify, and hold harmless County from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

Section 7. Suspension of Agreement

Section 7.01 During a time of war or national emergency, the County shall have the right to lease the Premises or any part thereof to the United States or the State of New York for military or other public purposes. If any such lease is executed, any provision of this instrument, which is inconsistent with the provisions of a lease with the United States or the State of New York, shall be suspended and this Lease shall immediately terminate.

Section 7.02 During a time of emergency declared by the County Executive pursuant to Executive Law Article II, the County shall have the right to temporarily suspend this Lease in its entirety or in part, so that the Premises may be used by the County in connection with local emergency response efforts, or other, related governmental purposes. If any such suspension is exercised, upon the mutual consent of the Parties, this Lease may be terminated. In the event the Parties do not terminate the Lease, the fees due under the Lease shall be adjusted proportionately until the suspension is lifted.

Section 8. Chemicals, Fungicides, Herbicides and Pesticides

All chemicals, fungicides, herbicides and pesticides (if any) applied to the Land shall be approved by the Commissioner of prior to use. Lessee shall comply with Suffolk County Code Chapter 380 (Pest Control) and any other applicable federal, state, and local laws relating to pesticides. Lessee shall apply for any necessary exemptions from Suffolk County Code Chapter 647. All notice and reporting requirements shall be adhered to.

Section 9. FAA Approval

In addition to compliance with all local, state and federal laws and regulations, Lessee shall comply with any and all applicable FAA required pre-approvals or approvals. This Lease is contingent upon the FAA issuing the requisite approvals to develop the Premises as described in this Lease. Lessee agrees to assume responsibility for any and all costs incurred by Lessee or the Airport in pursuing and/or securing the necessary FAA approvals in connection with this Lease.

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EXHIBIT D
FORM OF LETTER OF CREDIT/BOND

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Exhibit E

Suffolk County Legislative Requirements

1. **Contractor's/Vendor's Public Disclosure Statement**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller 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 Comptroller on or before the 31st day of January in each year of the Contract'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 the Contract, 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 Contract.

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

2. **Living Wage Law**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract 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 the Contract and to seek other remedies as set forth therein, for violations of this 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**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, 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. 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 the 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 the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract 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**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. 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

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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 the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on 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 site during such working hours.

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."

Suffolk County Lawful Hiring of Employees Law Form LHE-2; entitled "Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the 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.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. 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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, 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 the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has 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 section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. **Use of Funds in Prosecution of Civil Actions Prohibited**

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. **Youth Sports**

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. **Work Experience Participation**

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perfonn in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the

12. **Leadership in Energy and Environment Design (LEED) Requirement**

a. Resolution 126-2006, as amended by Resolution 551-2008 mandates the incorporation of LEED principles in County construction projects exceeding $1,000,000 in aggregate construction costs or planning of renovation of an existing County building which requires the expenditure of $1,000,000 or more or planning of new construction or renovation "built to suit" for long term lease by the County of Suffolk in an effort to promote energy efficiency and sound environmental practices. In the event this Project Construction Cost exceed this threshold, the Contractor shall apply the principles of the LEED Building Rating System 2.2, as a standard that meets environmental and economic perfonnance of commercial buildings, using established and/or advanced building principles, practices, materials and standards. An equivalent minimum rating of 26 credits is expected, however the Contractor is encouraged to obtain additional credits within budged amounts. Although reporting documentations submissions to the U.S. Green Building Council are not required, the Contractor shall submit a detailed report of compliance with the LEED Building Rating System 2.2 to the Department as part of the Sketch Study Phase and shall also reaffirm compliance with LEED Requirements upon final completion of the project.

a. Once approved by the Department of Public Works, the initial report will be forwarded to the County's Council of Environmental Quality (CEQ) as part of the SEQRA process, a prerequisite to appropriating the construction funding. Fifteen (15) copies of the approved report are required.

13. **Light Pollution**

It shall be the duty of the Contractor to read, become familiar with, and comply with Suffolk County Code, Chapter 149.

In the event this Agreement involves the design and/or construction of lighting or lighting systems, the Contractor's design and installation shall comply with the Suffolk County Code, Chapter 149 imposing certain requirements upon new or replacement outdoor lighting fixtures installed by the County on County-owned facilities.

14. **Suffolk County Local Laws Website Address**

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature:
http://legis.suffolkcountyny.gov/main.html

End of Exhibit E

EXHIBIT F
FORM OF MEMORANDUM OF LEASE

Recording Requested By and When Recorded Return To:
@

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, dated as of the ____ day of _____, 2014, between, COUNTY OF SUFFOLK, a municipal corporation of the State of New York having an office at H. Lee Dennison Building, 100 Veterans Memorial Highway, Hauppauge, New York 11788 (hereinafter "Landlord"), and @, a @ company, with an address at @(hereinafter "Tenant").

WITNESSETH:

1. **DEFINITIONS.** Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed to such terms in the Lease (as hereinafter defined).

2. **DEMISED PREMISES.** Landlord and Lessee have entered into a Lease dated as of _____ ____, 2014 (the "Lease"), pursuant to which Tenant has leased from Landlord certain land located at _____, in the Town of _____, County of Suffolk, State of New York (the "Premises") and further described on the legal description attached hereto and made a part hereof as Exhibit A.

3. **TERM.** The term of the Lease (the "Term") shall begin on the Commencement Date and shall remain in effect until the expiration of the Final Term unless earlier terminated as provided in the Lease.

4. **PURPOSE.** The purpose of this instrument is to give notice of the Lease and all of its terms, covenants and conditions to the same extent as if the Lease were fully set forth herein. This instrument shall in no way amend or be used to interpret the Lease, and in the event of any conflict or inconsistency between any of the terms and conditions of this Memorandum of Lease and any term and/or condition of the Lease, the term and/or condition of the Lease shall govern and control.

5. **COUNTERPARTS.** This Memorandum of Lease may be executed in counterparts, each of which shall be deemed to be and required and all of which, when taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above written.

LANDLORD:

COUNTY OF SUFFOLK

By:
Dennis M. Cohen
Chief Deputy County Executive

TENANT:

@

By:_____
Name:
Title:

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 201__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Signature and Office of individual
taking acknowledgment

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 201__ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Signature and Office of individual
taking acknowledgment

EXHIBIT C

SOLAR ENERGY/ELECTRIC INTERCONNECTION EASEMENT

THIS INDENTURE, made this ____ day of _____ , 201__ , by and between County of Suffolk, a municipal corporation of the State of New York with offices at Suffolk County Center, Center Drive, Riverhead, New York 11901 (hereinafter referred to as "Grantor"); and Long Island Power Authority PS Electric and Gas Long Island new York d/b/a LIPAPSEGLINY ("Authority"), a New York corporation, having its principal office at 333 Earl Ovington Blvd., Suite 403, Uniondale, New York 11553 (hereinafter referred to as "Grantee"). (Grantor and Grantee are collectively referred to herein as the "Parties".)

RECITALS

WHEREAS, the Grantor is the owner in fee simple absolute of a certain parcel of land and the estate therein, which parcel is located at Francis Gabreski Airport, Westhampton Beach, in the County of Suffolk, State of New York and which is a portion of the property designated on the Suffolk County Tax Map No. ("County Property");

WHEREAS, Grantee is willing to accept an easement over the County Property (the "Easement") for the uses and purposes and on the terms and conditions herein set forth;

WHEREAS, the Authority, an affiliate of Grantee, and SunEdison, LLC, a Delaware limited liability company, with an address at 12500 Baltimore Avenue, Beltsville, Maryland 20705 ("SunEdison") are parties to a certain Contract for the Purchase and Sale of Solar Energy, Renewable Energy Certificates and Capacity dated as of [date], as same may be amended, restated or otherwise modified from time to time (the "PPA"), pursuant to which SunEdison is to construct solar generating facilities ("SGFs") and related electrical transmission lines on the County Property;

WHEREAS, pursuant to the PPA, Authority is to cause Grantee to construct, install and maintain electrical interconnection lines between SunEdison's SGFs and Grantee's electrical system to be located on the County Property and in accordance with the terms and conditions set forth in that certain Solar Lease between SunEdison, as Lessee and Grantor, as Lessor, dated as of _____, 2014 (the "Solar Lease").

NOW, THEREFORE, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to the Grantee, and its successors and assigns, an easement in, on, under, over, upon, across and through a portion of the County Property described in Schedule "A" (hereinafter referred to as the "Easement Area"), attached hereto and made a part hereof, of which a map or survey is also attached herein and made a part hereof as

Schedule "B". **[Separate legal description will be provided in Schedule "A" and separate map provided in Schedule "B"].**

1. **Recitals.** The Parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Easement as if fully set forth herein.

2. **Grant of Easement.** Grantor does hereby grant and convey to the Grantee and its agents, successors and assigns, a non-exclusive easement in, on, under, over, upon, across and through the Easement Area for utility purposes including, but not limited to constructing, reconstructing, relocating, operating, repairing, maintaining and, at their pleasure removing overhead, underground or grade level electric interconnection systems, including but not limited to interconnection structures, poles, wires, cables, guys, anchors, switchgear and transformers together with the necessary manholes, conduits, appurtenances and accessories (collectively, the "Utility Facilities") as said Grantee may now and from time to time deem necessary, all within the Easement Area, as well as ingress and egress in, over, under, upon, across and through the Easement Area, with full rights and authority to enter upon and excavate the Easement Area.

3. **Use of Easement**. Grantee shall have the right to do all things necessary, useful or convenient for the purpose outlined in Section 2 hereof. Grantor hereby covenants with Grantee that Grantee shall have quiet and peaceful possession, use and enjoyment of the easement granted herein. The Grantee agrees to reasonably restore any Easement Area or other areas of the County Property disturbed by the Grantee to a condition reasonably similar to that which existed prior to the disturbance.

4. **Access From Street**. The privilege of such access from the street to the Easement Area as is necessary for the enjoyment of the easements and right-of-ways herein granted.

5. **Ownership of Utility Facilities**. The Utility Facilities from time to time installed, constructed and maintained by Grantee in the Easement Area shall at all times be and remain the property of Grantee, and be maintained and serviced exclusively by Grantee.

6. **Warranty of Title**. Grantor covenants that it is seized of the Property and, for itself, its successors and assigns, forever warrants its title thereto and will defend the easements and right-of-ways herein granted, forever, against all lawful claims and demands.

7. **Covenants Running with the Land**. This Easement, and all the rights, conditions, covenants and interests set forth herein and created hereby are intended to and shall run with the land and shall be binding upon and inuring to the benefit of the Parties hereto and their respective successors and assigns.

8. **Approvals/Effect and Duration of Easement**. [This Easement shall become effective when executed by both Parties and in accordance with Section 112 of

the New York State Finance Law, shall not be valid, effective or binding upon the Parties until the approval of the Comptroller of the State of New York, the New York State Attorney General and the approval of the Suffolk County Legislature have been received and the Parties agree to be bound by the clauses in Appendix A hereto, which is made a part of this Agreement.] **[LIPA NOTE: Subject to deletion depending on the parties' agreement to nominal consideration for the 20 year term. If the consideration has an estimated total value of $50K for the entire term, then the agreement is subject to OSC review and LIPA would be required to include the Appendix A provisions.]** This Easement shall remain in full force and effect until the later to occur of: (i) the twenty-first (21st) anniversary of the date on which electricity is generated, delivered and sold (excluding start-up and testing) by Eastern to LIPA for the last SGF to be installed, in accordance with the terms and conditions set forth in the PPA or, (ii) the date which is three (3) months after the expiration of the PPA.

9. **Rights Reserved**. The easement rights granted herein are non-exclusive in nature and are subject to all matters of record. Grantor shall have the right to use the Easement Area, or any portion thereof, or any property of Grantor adjoining the Easement Area for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of Grantee. Grantor agrees not to erect or maintain within the Easement Area any permanent buildings, structures or physical obstructions of any kind, including trees and shrubbery, or permit the same to be so erected or maintained, except such as Grantee may specifically consent to in writing, which consent shall not be unreasonably withheld or delayed.

10. **Compliance with Requirements**. Grantee covenants, warrants and represents that it shall, at all times, comply with any and all orders, directives, requests and rules and regulations of the Grantor and of each and every municipality, department and/or agency having jurisdiction of any work to be performed in the Easement Area.

11. **No Gratuities**. Grantor represents and warrants that neither the Grantor nor any official, officer, or employee of Grantor, has offered or given any gratuity to any official, employee or agent of Grantee, Suffolk County, New York State or any political party with the purpose or intent of 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 Grantor has read and is familiar with the provisions of Suffolk County Local Law Number 32-1980.

12. **Execution**. The Parties warrant and represent that their execution of this Easement has been properly authorized.

13. **No Waiver**. This Easement is not a waiver of any claim for damage or for use of any property not restored promptly to Grantor, nor a waiver of any claim for personal injury.

14. **Miscellaneous**. No modification or amendment of this Easement shall be of any force or effect unless in writing executed by both Grantor and Grantee and

recorded in the Suffolk County Clerk's Office. This Easement sets forth the entire agreement between Grantor and Grantee relating to the easement and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties.

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this Easement as of the date first above written.

The Long Island Lighting Company d/b/a LIPA

By: _____
Name:
Title:

Date: _____

County of Suffolk

By: _____
Name:
Deputy County Executive

Date: _____

Approved as to Form:
Dennis M. Brown, County Attorney

By: _____
Basia Deren Braddish
Assistant County Attorney

Date: _____

Approved:
Division of Real Estate

By: _____
Name:
Title:

Date: _____

[Approved By:
Office of the State Comptroller General

By: _____
Name:
Title:

Date: _____

Approved As To Form:
Office of the New York State Attorney

By: _____
Name:
Title:

Date: _____

[See Section 8 for conditions to deletion]

STATE OF NEW YORK}
SS:
COUNTY OF NASSAU}

On the _____day of _____ in the year 2014 before me, the undersigned, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(signature and office of individual taking acknowledgement)

STATE OF NEW YORK}
SS:
COUNTY OF }

On the _____day of _____ in the year 2014 before me, the undersigned, personally appeared_____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(signature and office of individual taking acknowledgement)

SCHEDULE A

[Legal Description of Easement Area]

SCHEDULE B

[Map/Survey of Easement Area]

APPENDIX A

[State Disclosures, ST-220-CA, ST-220-TD and Vendor Questionnaire depending upon valuation of Easement Area]

The Sustainability Institute at Molloy College

Neal Lewis, Executive Director
7180 Republic Airport,
Farmingdale, New York 11735
P: 516.323.4511
F: 631.777.8281

July, 14 2014

Suffolk County Council on Environmental Quality
Planning Department
P.O. Box 6100,
H. Lee Dennison Building- 4th floor,
Veterans Memorial Highway, Hauppauge, NY 11788

To Whom It May Concern:

I am writing to express the support of the Sustainability Institute at Molloy College for the installation of a 6.8 M, ground-mounted solar PV array at Gabreski Airport.

The project is part of a larger effort by LIPA and PSEG Long Island to meet NY State renewable energy portfolio goals, and reduce dependence on fossil fuels.

The project will provide enough electricity to power 1045 homes, with no carbon emissions. It is compatible with other activities at the airport and the airport master plan. Although the project is located in the Pine Barrens, it is in the compatible growth area, not the core, and the clearing of less than 7 acres of the 1,451 acre property is an acceptable trade off for the environmental and economic benefits that the project offers.

Thank you for considering the input on this issue.

Sincerely,

Neal Lewis
Executive Director

renewable energy
Long Island

renewable energy
Long Island

Clean Energy · Safe Environment · Healthy Planet

Lisa Broughton, Energy Director
Suffolk County
Department of Economic Development and Planning
H. Lee Dennison Bldg, 11th floor
Hauppauge, NY 11788
VIA email: lisaann.broughton@suffolkcountyny.gov

July 11, 2014

Dear Lisa:

Renewable Energy Long Island (reLI), established in 2003, is a membership-based, not-for-profit organization promoting clean, sustainable energy use and generation on Long Island. reLI is committed to transitioning Long Island to a 100% renewable energy economy. We fully support Suffolk County's plan to build a 6.8MW solar farm on the Francis S. Gabreski Airport property located in West Hampton Beach because it will:

- Build upon LIPA's Clean Energy Initiative (CEI) and Solar Pioneer programs;
- Diversify LIPA's on-Island energy resources;
- Increase reliability and security of the PSEG generation and distribution system by using a renewable energy source on distributed sites throughout PSEG's service territory;
- Reduce LIPA's and PSEG's dependencies on fossil fuels and its current on-Island fossil fueled electric generation resources; and
- Increase LIPA's and PSEG's renewable energy portfolio and reduce its carbon footprint.

This PV solar project will allow Suffolk County to meet the following goals:

- Be part of America's achievement of reducing greenhouse gases by offsetting the need to build conventional power plants;
- Help the state of New York reach its Renewable Portfolio Standard (RPS);
- Improve air quality in Suffolk County, which has received an "F" from the American Lung Association;
- Serve as a demonstration project for other solar projects in the Northeast;
- Create construction jobs in the short-term and spur renewable energy industry in Suffolk County; and
- Provide a new revenue sources for the county through the lease payments this project will provide.

We have a keen understanding of the energy requirements necessary for Long Island to wean itself off of fossil fuels and transition towards clean, renewable energy. The addition of this solar farm will provide a reliable energy source providing enough electricity to the grid to power the equivalent of 800 homes. Even

reLI is a 501(c)3 not-for-profit organization promoting clean, sustainable energy use for Long Island.
Gordian Raacke - Executive Director Renewable Energy Long Island (reLI) 62 Newtown Ln Ste 103 East Hampton NY 11937
631-329-8888 www.RenewableEnergyLongIsland.org *RELI@optonline.net*

more significant, these solar panels will be generating the most electricity during the hot summer afternoons when the need on Long Island is greatest. The energy produced by this solar farm will lessen our dependence on highly inefficient and polluting fossil powered peaker plants and also make the power grid more resilient by distributing the power away from major power plants. This property is a perfect place to locate a solar farm because:

- less than 7 acres of trees will be removed of the 27 acre project on the 1000+ acre airport;
- The airport is an industrial use and the proposed project is compatible with all the other uses at the airport;
- Ground mount solar does not require extensive excavation or disturbance to a site. Only minimal soil disturbance, some trenching along the runways is necessary; and
- While it is located in the Pine Barrens, it is in a Compatible Growth Area that has been designated for clearing according to the Airport Master Plan.

reLI is fully in favor of this proposed solar farm on the Francis S. Airport property in West Hampton Beach and hopes you will support this proposal as a necessary step in Long Island's inevitable transitions toward clean and renewable power.

Thank you,

Gordian Raacke

Gordian Raacke
Executive Director

Introductory Resolution No. 1739-14 Laid on Table 7/29/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. AUTHORIZING THE SALE, PURSUANT TO LOCAL LAW NO. 16-1976, OF REAL PROPERTY ACQUIRED UNDER SECTION 46 OF THE SUFFOLK COUNTY TAX ACT
EDWARD J. RYAN, JR. AND BRENDA MATTESON, AS TENANTS IN COMMON, EACH HOLDING AN UNDIVIDED ONE-HALF INTEREST
(SCTM NO. 0800-114.00-02.00-024.000)

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

ALL, that certain plot, piece or parcel of land, with any buildings and improvements thereon erected, situate, lying and being in the Town of Smithtown, County of Suffolk, and State of New York, described on the Tax Map of the Suffolk County Real Property Tax Service Agency as District 0800, Section 114.00, Block 02.00, Lot 024.000, and acquired by tax deed on November 21, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 23, 2011, in Liber 12677, at Page 487, and otherwise known and designated by the Town of Smithtown, as Part of Lot 147, on a certain map entitled "12th Map of House and Home", filed in the office of the Clerk of Suffolk County on May 17, 1900 as Map No. 572; and

FURTHER, notwithstanding the above description, it is the intention of this conveyance to give title only to such property as was acquired by the County of Suffolk by Tax Deed on November 21, 2011, from Angie M. Carpenter, the County Treasurer of Suffolk County, New York, and recorded on November 23, 2011 in Liber 12677 at Page 487.

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

WHEREAS, EDWARD J. RYAN, JR. AND BRENDA MATTESON, AS TENANTS IN COMMON, EACH HOLDING AN UNDIVIDED ONE-HALF INTEREST has made application of said above described parcel and EDWARD J. RYAN, JR. AND BRENDA MATTESON, AS TENANTS IN COMMON, EACH HOLDING AN UNDIVIDED ONE-HALF INTEREST has paid the application fee and has paid $73,616.06, as payment of taxes, penalties, interest, recording fees, and any other charges due the County of Suffolk, pursuant to Local Law, by applicant, through November 30, 2014; now, therefore be it

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

2nd **RESOLVED**, that the Director of Real Estate, and/or her designee, be and she hereby is authorized to execute and acknowledge a Quitclaim Deed to EDWARD J. RYAN, JR. AND BRENDA MATTESON, AS TENANTS IN COMMON, EACH HOLDING AN UNDIVIDED ONE-HALF INTEREST, 144 Old Neck Road, Center Moriches, NY 11934, to transfer the interest of Suffolk County in the above described property and on the above described terms.

DATED:

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval: _____

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution **X**

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
EDWARD J. RYAN, JR. AND BRENDA MATTESON, AS TENANTS IN COMMON, EACH HOLDING AN UNDIVIDED ONE-HALF INTEREST
0800-114.00-02.00-024.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes **X** No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

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

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

2014

10.

Typed Name & Title of Preparer	Signature of Preparer	Date
Peter Belyea		7/18/14
Theresa Lollo Budget Office		7/24/14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2013 AV TAX RATE PER $100	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00		$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 AV TAX RATE PER $100	2014 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, 2013.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

SUFFOLK COUNTY
DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
CLOSING STATEMENT

July 17, 2014

Tax Map No.: 0800-114.00-02.00-024.000
Name of Last Legal Fee Owner: EDWARD J. RYAN, JR. AND BRENDA MATTESON, AS TENANTS IN COMMON, EACH HOLDING AN UNDIVIDED ONE-HALF INTEREST

TREASURER'S COMPUTATION	$73,609.95
Taxes.....2013/2014	INCLUDED
Certified Mail Fees	$6.11
License/Storage Fee	OPEN
Repairs	OPEN
Other Expenses	OPEN
TOTAL	$73,616.06
Monies Received	$73,616.06
RESOLUTION AMOUNT	$73,616.06

PREPARED BY:

Peter Belyea
Redemption Unit
(631)853-5932

APPROVED:

A Brownell 7/18/2014
Accounting
PB:lag

COMPUTATION BY SUFFOLK COUNTY TREASURER

DISTRICT	SECTION	BLOCK	LOT
0800	114.00	02.00	024.000

A. PRINCIPAL AMOUNT DUE ON ALL UNPAID TAXES:

YEAR	AMOUNT
2008/09	$ 10,840.17
2009/10	$ 13,652.67
2010/11	$ 10,219.59
2011/12	$ 10,748.83
2012/13	$ 7,636.75
2013/14	$ 7,921.87

	TOTAL:	$ 61,019.88
B. INTEREST DUE		$ 9,084.83
C. TOTAL		$ 70,104.71
D. 5% LINE C		$ 3,505.24
SUBTOTAL		**$ 73,609.95**
E. FEE		
F. MISC	**CERTIFIED MAIL FEES**	**$ 6.11**
G. MISC		
H. MISC		
TOTAL AMOUNT DUE:		**$ 73,616.06**

CERTIFICATION BY COUNTY TREASURER

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

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

15-Jul-14

Diane M. Stuke
Deputy County Treasurer

**Interest and penalty computed to and including 01/11/15

DZ

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution **X**

2. Title of Proposed Legislation

Authorizing the sale, pursuant to Local Law No. 16-1976, of real property acquired under Section 46 of the Suffolk County Tax Act
EDWARD J. RYAN, JR. AND BRENDA MATTESON, AS TENANTS IN COMMON, EACH HOLDING AN UNDIVIDED ONE-HALF INTEREST
0800-114.00-02.00-024.000

3. Purpose of Proposed Legislation

Convey County owned parcel to prior owner

4. Will the Proposed Legislation have a fiscal impact? Yes **X** No____

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

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

6. If the answer to item 4 is "yes", provide detailed explanation of Impact

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

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

N/A

8. Proposed Source of Funding

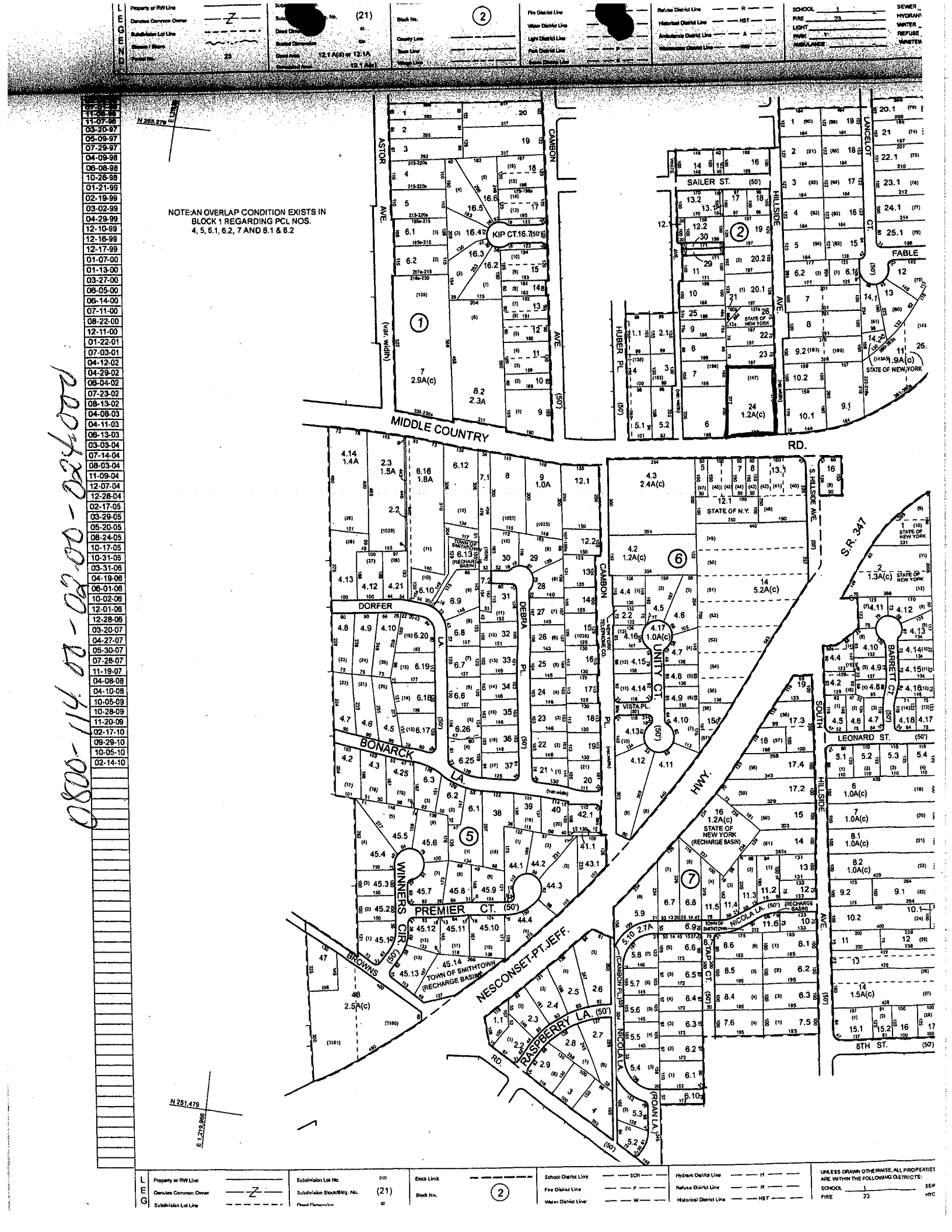
N/A

9. Timing of Impact

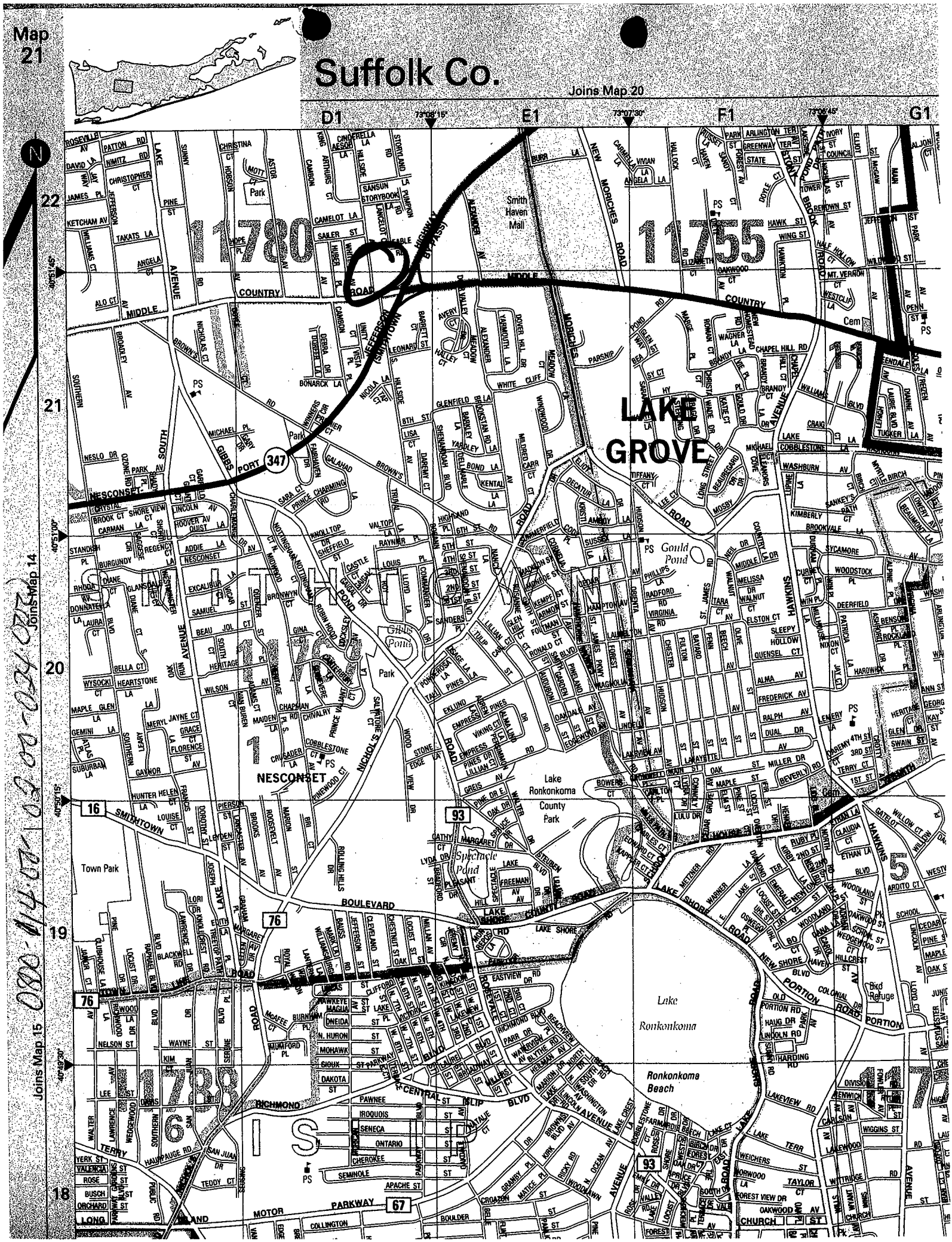
2014

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

Peter Belyea | | 7/18/14



LEGEND
Property or RW Line
Denotes Common Owner
Subdivision Lot Line
Sewer / Shore
Parcel No. 23
Subdivision Lot No. (21)
Deed Dimension
Scaled Dimension
Deed Area 12.1 A(d) or 12.1A
Block No. 2
County Line
Town Line
Village Line
Fire District Line
Water District Line
Light District Line
Park District Line
Refuse District Line
Historical District Line
Ambulance District Line
Wastewater District Line
SCHOOL 1
FIRE 23
LIGHT
PARK
AMBULANCE
SEWER
HYDRANT
WATER
REFUSE
WASTEW
NOTE:AN OVERLAP CONDITION EXISTS IN BLOCK 1 REGARDING PCL NOS. 4, 5, 6.1, 6.2, 7 AND 8.1 & 8.2
ASTOR AVE.
CAMBON AVE.
KIP CT.
SAILER ST.
HILLSIDE AVE.
LANCELOT CT.
FABLE
HUBER PL.
MIDDLE COUNTRY RD.
S. HILLSIDE AVE.
S.R. 347
DORFER LA.
DEBRA PL.
CAMBON PL.
UNITY CT.
VISTA PL.
BONARCK LA.
WINNERS CIR.
PREMIER CT.
BROWNS
NESCONSET-PT.JEFF.
RASPBERRY LA.
NICOLA LA.
TAP CT.
SOUTH HILLSIDE AVE.
BARRETT CT.
LEONARD ST.
8TH ST.
STATE OF NEW YORK
STATE OF N.Y.
TOWN OF SMITHTOWN (RECHARGE BASIN)
NEW YORK TELEPHONE CO.
N 253,279
N 251,479
E 1,219,966
0800-114.00-02.00-024.000
LEG
Property or RW Line
Denotes Common Owner
Subdivision Lot Line
Subdivision Lot No.
Subdivision Block/Bldg. No. (21)
Deed Dimension
Block Limit
Block No. 2
School District Line
Fire District Line
Water District Line
Hydrant District Line
Refuse District Line
Historical District Line
UNLESS DRAWN OTHERWISE, ALL PROPERTIES ARE WITHIN THE FOLLOWING DISTRICTS:
SCHOOL 1
FIRE 23


Map 21
Suffolk Co.
Joins Map 20
D1
E1
F1
G1
73°08'15"
73°07'30"
73°06'45"
22
21
20
19
18
40°51'45"
40°51'00"
40°50'15"
40°49'30"
Joins Map 14
Joins Map 15
11780
11755
11
11766
1
11788
6
5
LAKE GROVE
NESCONSET
Smith Haven Mall
Gould Pond
Gibbs Pond
Lake Ronkonkoma County Park
Spectacle Pond
Town Park
Lake Ronkonkoma
Ronkonkoma Beach
Bird Refuge
MIDDLE COUNTRY ROAD
NESCONSET PORT
SMITHTOWN BOULEVARD
LAKE SHORE ROAD
NEW MORICHES ROAD
HAWKINS
PORTION ROAD
CENTRAL ISLIP BLVD
RICHMOND
MOTOR PARKWAY
LONG ISLAND
347
16
93
76
67

COUNTY OF SUFFOLK

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Department of
Economic Development and Planning

Joanne Minieri
Deputy County Executive and Commissioner

Division of Real Property
Acquisition and Management

July 23, 2014

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

Re: Tax Map No. 0800-114.00-02.00-024.000
EDWARD J. RYAN, JR. AND BRENDA MATTESON, AS TENANTS IN COMMON, EACH HOLDING AN UNDIVIDED ONE-HALF INTEREST

Dear Mr. Schneider:

Enclosed herewith for your approval is an original of the proposed resolution with documentation pursuant to:

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

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

Very truly yours,

Wayne R. Thompson
Real Property Management Supervisor

WRT:PB:lag

Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Lynne Bizzarro, Chief Deputy County Attorney
CE Reso Review (e-copy)
Sarah Lansdale, Planning Director, Division of Planning and Environment (e-copy)
Alice Kubicsko, Inventory (e-copy)

DIVISION OF REAL PROPERTY
ACQUISITION AND MANAGEMENT
SPONSORS MEMO FOR COUNTY LEGISLATION

Resolution Title:

EDWARD J. RYAN, JR. AND BRENDA MATTESON, AS TENANTS IN COMMON, EACH HOLDING AN UNDIVIDED ONE-HALF INTEREST
0800-114.00-02.00-024.000

Purpose/Justification of Request:

Local Law No. 16 - 1976, as amended

Specify Where Applicable:

1. Is request due to change in law? yes___ no_X_
   If yes, please explain:
2. Has this resolution been submitted previously? yes__ no_X_
   If yes, give I.R.#, attach copy and reason for resubmittal:
3. Is backup attached? yes_X_ no___
4. Is this resolution subject to SEQRA review? yes___ no_X_

Fiscal Information:

Anticipated Revenue $73,616.06

Contact Person Peter Belyea Telephone Number (631)853-5932

1740

Intro. Res. No. -2014 Laid on Table 7/29/2014
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, AUTHORIZING EXECUTION OF COOPERATIVE GRANT AGREEMENT AND ANCILLARY AGREEMENTS WITH THE ARMY CORPS. OF ENGINEERS AND CORNELL COOPERATIVE EXTENSION IN CONNECTION WITH A RESTORATION PROJECT AT CEDAR BEACH COUNTY PARK IN SOUTHOLD (SCTM#1000-093.00-02.00-002.004)

WHEREAS, in 1965, Suffolk County acquired for park purposes certain property known as Cedar Beach County Park ("Cedar Beach") located in the hamlet of Southold in the Town of Southold and designated on the Suffolk County Tax Map as 100-093.00-02.00-002.004; and

WHEREAS, for over twenty years, Cornell Cooperative Extension Association of Suffolk County ("Cornell") has had an agreement with Suffolk County that includes, among other things, the use of and the operation of marine programs at the marine center facility located at Cedar Beach as well as other sites within Suffolk County; and

WHEREAS, the purpose of the marine programs provided by Cornell is to assist communities, businesses and individuals in protecting Suffolk County's valuable marine resources and providing for a cleaner environment by: helping to improve bays, beaches and recreational waters; restore, monitor, and maintain ecologically sensitive habitats essential for shellfish and finfish production as well as maintaining overall species diversity; and to preserve and enhance economic activity associated with commercial fisheries and the harvesting of shellfish species; and

WHEREAS, the operation of the marine center at Cedar Beach County Park by Cornell has been a valuable asset to the residents of Suffolk County; and

WHEREAS, Cedar Beach, which borders on Noyack Bay, over time has experienced significant marshland acreage loss which has threatened the habitat of wildlife and marine life in the area; and

WHEREAS, Cornell has applied for and received a grant through the Federal Estuary Restoration Act in the amount of $480,000 from the United States Department of the Army through the United States Army Corps of Engineers ("ACOE") to restore, create, and maintain marshlands, the creation and seeding of an oyster reef, and the establishment of new seagrass meadows at Cedar Beach along Noyack Bay (the "Project"), and said grant is subject to the execution of a cooperative agreement between the ACOE, Cornell, and the County of Suffolk as fee owner of Cedar Beach; and

WHEREAS, the funds received under this grant will be in the form of reimbursement directly paid to Cornell for its construction, implementation, and maintenance of the approved project; and

WHEREAS, Cornell has submitted plans to the Department of Parks (the "Department") which have been reviewed and approved by both the Department and the Suffolk County Board of Trustees of Parks, Recreation and Conservation with the latter having passed a resolution approving the project with County oversight; and

WHEREAS, plans have also been reviewed by the Department of Health Services, the Department of Public Works, and the Department of Economic Development and Planning and those departments have also found the plans to be satisfactory; and

WHEREAS, in order to complete the Project and to receive funds under the grant, Cornell has requested, and the ACOE will require, that the County of Suffolk give to Cornell and ACOE, sufficient access to Cedar Beach; and

WHEREAS, it is in the best of the County of Suffolk and its residents to permit this project to proceed for the restoration and future protection of Suffolk County's valuable wildlife and marine resources; and

WHEREAS, in CEQ Resolution No. _____, the Suffolk County Council on Environmental Quality recommended that the Project be classified as a Type I action under the State Environmental Quality Review Act ("SEQRA"), Env. Conserv. Law Art. 8, and that a negative declaration be issued; and

WHEREAS, the County Legislature has independently considered the Environmental Assessment Form for the Project and any oral or written testimony submitted in connection therewith; now, therefore be it

1st **RESOLVED**, that the use of the County-owned parkland as shown on Exhibit "A," attached, for the purpose of Cornell restoring marshland function at Cedar Beach County Park is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW; and be it further

2nd **RESOLVED**, this Legislature hereby authorizes and empowers the County Executive, or his designee, to enter into a cooperative agreement with the ACOE and Cornell as well as such other agreements, including contracts, easements, licenses, and permits necessary to allow completion of the Project by Cornell in accordance with the plans submitted to and as approved by the Department and upon such terms and conditions approved by the County Executive and the Department of Law; and be it further

3rd **RESOLVED**, that the cooperative agreement with ACOE and Cornell be at no cost to the County whether in the form of contribution under the cooperative agreement or any other agreement, or indirectly through the funding of programs under any other agreement between Suffolk County and Cornell; and be it further

3rd **RESOLVED**, that the use of the property by Cornell under this Project shall be subject to adequate insurance provided by Cornell to Suffolk County in an amount and form as determined by the Division of Risk Management and with Suffolk County held harmless by Cornell, and subject to such other terms and conditions as required by the Department and approved by the County Executive and the Department of Law, and be it further

4th **RESOLVED**, that any other ancillary agreements entered into by Cornell for the Project shall be subject to approval by Suffolk County, and with Suffolk County being held harmless; and be it further

5th **RESOLVED**, that this Legislature declares the County of Suffolk to be the lead agency for this Project, for purposes of SEQRA and Chapter 450 of the Suffolk County Code; and be it further

6th **RESOLVED**, that this Legislature hereby finds and determines that implementation of this Project will not have a significant impact on the environment for the following reasons:

> The proposed action will not exceed any of the criteria in 6 NYCRR § 617.7, which sets forth thresholds for determining significant effect on the environment as demonstrated in the Environmental Assessment Form;

and, be it further

7th **RESOLVED**, that the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to prepare and file any appropriate notices and determinations.

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 EXECUTION OF COOPERATIVE GRANT AGREEMENT AND ANCILLARY AGREEMENTS WITH THE ARMY CORPS OF ENGINEERS AND CORNELL COOPERATIVE EXTENSION IN CONNECTION WITH A RESTORATION PROJECT AT CEDAR BEACH COUNTY PARK IN SOUTHOLD (SCTM# 1000-093.00-02.00-002.004)

3. Purpose of Proposed Legislation

See # 2.

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

N/A

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

N/A

8. Proposed Source of Funding

N/A.

9. Timing Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Terry Maccarrone Coordinator of Community Based Programs Dept. of Parks, Recreation &Conservation	*Terry Maccarrone*	7/23/2014

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

2014 INTERGOVERNMENTAL RELATIONS MEMORANDUM OF SUPPORT

TITLE OF BILL: Authorizing Execution of Cooperative Grant Agreement and Ancillary Agreements with the Army Corps of Engineers and Cornell Cooperative Extension in Connection with a Restoration Project at Cedar Beach County Park in Southold (SCTM# 1000-093.00-02.00-002.004)

PURPOSE OR GENERAL IDEA OF BILL: To allow the County to authorize the execution of a cooperative grant agreement and ancillary agreements with the Army Corps of Engineers and Cornell Cooperative Extension.

SUMMARY OF SPECIFIC PROVISIONS: Cornell has applied for and received a grant through the Federal Estuary Restoration Act in the amount of $480,000.00 from the United States Department of the Army through the United States Army Corps of Engineers (ACOE) to restore, create, and maintain marshlands, the creation and seeding of an oyster reef, and the establishment of new seagrass meadows at Cedar Beach along Noyack Bay. Said grant is subject to the execution of a cooperative agreement between the ACOE, Cornell, and the County of Suffolk as fee owner of Cedar Beach.

JUSTIFICATION: Cornell Cooperative Extension Association of Suffolk County has had an agreement with Suffolk County that includes, among other things, the use of and operation of marine programs at the marine center facility located at Cedar Beach, as well as other sites within Suffolk County. The purpose of the marine programs is to assist communities, businesses and individuals in protecting Suffolk County's valuable marine resources and providing for a cleaner environment. Cedar Beach has experienced significant marshland acreage loss which has threatened the habitat of wildlife and marine life in the area. The funds received under this grant will reimburse Cornell for its construction, implementation, and maintenance of the approved project.

FISCAL IMPLICATIONS: There are no fiscal implications to the County.

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

SUFFOLK COUNTY PARKS

COUNTY OF SUFFOLK

STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF
PARKS, RECREATION AND CONSERVATION

GREG DAWSON
COMMISSIONER

TO: **JON SCHNEIDER, Deputy County Executive**

FROM: **GREG DAWSON, Commissioner**

CC: **DENNIS M. COHEN, Chief Deputy County Executive**
LISA SANTERAMO, Assistant Deputy County Executive
TOM VAUGHN, Director of Intragovernmental Relations

DATE: **July 23, 2014**

RE: **AUTHORIZING EXECUTION OF COOPERATIVE GRANT AGREEMENT AND ACILLARY AGREEMENTS WITH THE ARMY CORPS. OF ENGINEERS AND CORNELL COOPERATIVE EXTENSION IN CONNECTION WITH A RESTORATION PROJECT AT CEDAR BEACH COUNTY PARK IN SOUTHOLD (SCTM # 1000-093.00-02.00-002.004)**

Enclosed please find a draft resolution and supporting documentation relative to the above-captioned. An e-mail version of this resolution was sent to CE RESO REVIEW under the file name "RESO-PKS-Authorizing Execution of Cooperative Agreement and Ancillary Agreements.doc."

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

Enclosures

MONTAUK HIGHWAY – P.O. BOX 144 WEST SAYVILLE, NEW YORK 11796-0144 (631) 854-4949 FAX: (631) 854-4977

SUFFOLK COUNTY PARKS

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 Parks, Recreation and Conservation PO Box 144 W. Sayville, NY 11796	Terry Maccarrone 854-4947

Suggestion Involves:

Technical Amendment _____

Grant Award _____

New Program _____
Contract _____
New _____
Rev. _____
Other X

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

A resolution is needed to authorize the execution of a cooperative grant agreement and ancillary agreements with the Army Corps of Engineers and Cornell Cooperative Extension in connection with a restoration project at Cedar Beach County Park in Southold.

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

N/A

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN Form 175a (10/95) Prior editions of this form are obsolete.

1741

Intro. Res. No. ___-2014
Introduced by Presiding Officer, on request of the County Executive

Laid on Table 7/29/14

RESOLUTION NO. -2014, ADOPTING LOCAL LAW NO. -2014, A LOCAL LAW TO EXTEND THE RED LIGHT CAMERA PROGRAM

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on , 2014, a proposed local law entitled, "**A LOCAL LAW TO EXTEND THE RED LIGHT CAMERA PROGRAM,**" and said local law in final form is the same as when presented and introduced; now, therefore, be it

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

LOCAL LAW NO. -2014, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO EXTEND THE RED LIGHT CAMERA PROGRAM

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

Section 1. Legislative Intent.

This Legislature hereby finds that Article VII of Chapter 818 of the SUFFOLK COUNTY CODE established a red light camera demonstration program in Suffolk County through December 1, 2014, consistent with the authorizing state legislation adopted through Chapter 23 of the Laws of 2009.

This Legislature further finds that the authorizing state legislation has recently been amended pursuant to Chapter 127 of the laws of 2014, to authorize the red light camera demonstration program in Suffolk County to be extended until December 1, 2019.

This Legislature determines that, in order to continue the red light camera demonstration program in Suffolk County, Article VII of Chapter 818 of the SUFFOLK COUNTY CODE must be amended consistent with such authorizing state legislation.

Section 2. Amendment.

Section 818-58 of the SUFFOLK COUNTY CODE is hereby amended to read as follows:

CHAPTER 818, VEHICLES AND TRAFFIC

* * * *

ARTICLE VII
Traffic Control Signal Monitoring System

* * * *

§ 818-58. Expiration date.

This article shall expire on December 1, 201[4]9, unless it is extended by the enactment of another local law pursuant to state authorization.

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) 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. 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 language
__ Underlining denotes addition of new language

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

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

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

DATE: **JULY 28, 2014**

TO: **CLERK OF THE COUNTY LEGISLATURE**

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

PROPOSED LOCAL LAW YEAR 2014

TITLE: **I.R. NO. -2014; A LOCAL LAW TO EXTEND THE RED LIGHT CAMERA PROGRAM**

SPONSOR: **PRESIDING OFFICER, ON REQUEST OF THE COUNTY EXECUTIVE**

DATE OF RECEIPT BY COUNSEL: 7/28/2014 **PUBLIC HEARING:** 9/9/2014

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

This proposed local law would extend the County's red light camera demonstration program through December 1, 2019 as authorized by the State Legislature.

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

GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\rule28\28-extend-red-light-camera-program

1742

Intro. Res. No. - 2014 Laid on the Table 7/29/14

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2014, REPEALING SUFFOLK COUNTY RESOLUTION NOS. 1055-1984 AND 1262-1985, ESTABLISHING A UNIFORM MOTOR VEHICLE TRAFFIC ACCIDENT REPORT WITHIN THE COUNTY OF SUFFOLK

WHEREAS, in 1984, the Suffolk County Legislature enacted Resolution No. 1055-1984, which directed the Commissioner of the Suffolk County Police Department (SCPD) to review, study, and develop a uniform traffic accident report for use by the SCPD; and

WHEREAS, Resolution No. 1055-1984 further specified that the uniform traffic accident report must include, but not be limited to, provisions for the detailed identification of witnesses, statements by witnesses, collision diagrams, and comparable information; and

WHEREAS, Resolution No. 1055-1984 also provided that the uniform traffic accident report, when approved by the Legislature, would be in addition to, and not as a substitute for, SCPD Field Reports, Police Accident Reports mandated by Section 603 of the New York Vehicle and Traffic Law, Police Evidence Recovery Sheets, Police Continuation Reports and Police Supplementary Reports; and

WHEREAS, in response to the directives of Resolution No. 1055-1984, the SCPD developed, and the Legislature approved via Suffolk County Resolution No. 1262-1985, the PDCS 1010c form, which serves as voluntary, handwritten account to be completed by the witness; and

WHEREAS, the SCPD has been utilizing the PDCS 1010c form in accordance with Resolution Nos. 1055-1984 and 1262-1985; and

WHEREAS, over the ensuing years, a decreasing amount of witnesses have opted to complete the voluntary form, the information contained on the form has become increasingly redundant of information collected through other State mandated forms, and the form, which requires hand-written accounts by the witnesses and which accounts are often illegible, is not conducive to inclusion in electronic format in the TRaCS computer program currently being utilized by the SCPD; and

WHEREAS, as a result of the foregoing, the use of the PDCS 1010c form is duplicative, impedes the efficiency of the SCPD when handling motor vehicle crashes and is outdated in assuring accurate and complete documentation of traffic accidents; now therefore be it

1st RESOLVED, that Suffolk County Resolution Nos. 1055-1984 and 1262-1985 are repealed in their entirety; 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 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.

DATED: , 2014

APPROVED BY:

_____

County Executive of the County of Suffolk

Date:

H:\MUNLAW\JHH\Work Assignments By Year\2014 Work Assignments\Local Motor Vehicle Accident Report Repealing 1055_1984.docx

1743

Intro. Res. No. -2014 Laid on Table 7/29/14

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, AMENDING THE ADOPTED 2014 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE INNOVATIVE ALTERNATIVE ON SITE WASTEWATER TREATMENT PROGRAM (8710.140)

WHEREAS, there are sufficient funds within the Reserved Fund Balance of Fund 477 for the purpose of Water Quality Protection; and

WHEREAS, the Suffolk County Water Quality Protection and Restoration Program Review Committee at its July 18, 2014 meeting, pursuant to Article XII of the SUFFOLK COUNTY CHARTER, has recommended funding this program as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative funds; and

WHEREAS, the Suffolk County Department of Economic Development and Planning will sponsor the Innovative Alternative Onsite Wastewater Treatment Program, in accordance with Article XII of the SUFFOLK COUNTY CHARTER; and

WHEREAS, the Innovative Alternative Onsite Wastewater Treatment Program is critical because nitrogen from septic and cesspools has led to the degradation in the local water quality, and has harmed groundwater, drinking water, wetlands and surface waters throughout the County; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2014 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, the project be initiated within three years of the date of adoption of this resolution; and

WHEREAS, there are sufficient funds available in Fund 477 within the Reserved Fund Balance for Water Quality related projects to support the appropriation of this project within the 2014 Capital Budget and Program; now, therefore be it

1st RESOLVED, that Suffolk County Government, having conducted a review and being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this proposed action constitutes a Type II action, in accordance with the provisions of 6 NYCRR §617.5 (C) (18) (20) (21) and (27) therefore the SEQRA review is complete and no further action needs to be taken; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of seventy-four (74) 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 sufficient funds exist within Fund 477's Water Quality Reserve Fund Balance component to cover the cost of said transfer; and be it further

4th RESOLVED, that the Adopted 2014 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 Reserve Fund Balance as follows:

EXPENDITURES:

Agency	Fund	Organization	Object	Description	Amount
IFT	477	E525	9600	Transfer to Capital Fund	$250,000

and be it further

5th RESOLVED, that the interfund revenues be and hereby are transferred and accepted in the Capital Fund as follows:

Agency	Fund	Rev Source	Organization	Description	Amount
IFT	525	R477	E525	Transfer from Water Quality Protection	$250,000
(Ref. 525 -CAP-IFTR-R477)					

and be it further

6th RESOLVED, that the 2014 Capital Budget and Program be and are hereby amended as follows:

Project No.: 8710
Project Title: Innovative Alternative Onsite Wastewater Treatment Program

	Total Est. Cost	Current 2014 Capital Budget & Program	Revised 2014 Capital Budget & Program
1. Planning	$250,000	$0	$250,000W
TOTAL	$250,000	$0	$250,000

and be it further

7th RESOLVED, that the interfund revenues in the amount of $250,000 be and hereby is appropriated as follows:

Project Number	JC	Project Title	Amount
525-CAP-8710.140	50	Innovative Alternative Onsite Wastewater Treatment Program	$250,000

and be it further

8th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to accept these interfund revenues and effectuate these interfund transfers, including the associated cash transfers to finance this capital project.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

RESOLUTION NO. -2014, AMENDING THE ADOPTED 2014 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE INNOVATIVE ALTERNATIVE ON SITE WASTEWATER TREATMENT PROGRAM (8710.140)

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

THIS RESOLUTION TRANSFERS FUNDS FROM FUND 477, WATER QUALITY PROTECTION, TO FUND 525- THE CAPITAL FUND- AND APPROPRIATES THESE FUNDS IN CAPITAL PROJECT 8710- WATER QUALITY PROJECT.

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

N/A

8. Proposed Source of Funding

FUND 477 RESERVE FUND BALANCE

9. Timing of Impact

UPON ADOPTION

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		July 28, 2014

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 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, 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title of Resolution:
AMENDING THE ADOPTED 2014 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE INNOVATIVE ALTERNATIVE ON SITE WASTEWATER TREATMENT PROGRAM (CP8710.1XX .)

PURPOSE OR GENERAL IDEA OF BILL:
To transfer funds from Water Quality Fund 477 to a Capital Projects budget line for use by the Suffolk County Department of Economic Development and Planning, the Department of Health Services and the Department of Public Works for implementation and management of a demonstration project regarding on-site innovative/alternative wastewater treatment systems on both private and county property.

SUMMARY OF SPECIFIC PROVISIONS:
This project will enable reduction of nitrogen loading into Suffolk County's ground and surface waters and will seek a qualified firm to provide Consulting Services to operationalize the Suffolk County Septic Cesspool Upgrade Program Enterprise with the implementation of demonstration program to test innovative alternative onsite wastewater treatment systems.

JUSTIFICATION:
The funding for this Innovative/Alternative On-Site Wastewater Treatment Systems Demonstration Project was recommended at the July 18, 2014 meeting of the WQPRP Review Committee. It was deemed by the Committee to be a prudent and beneficial use of the ¼% sales tax water quality funds through utilization of nitrogen reducing technologies.

FISCAL IMPLICATIONS
There is no fiscal impact to the General Fund. All funding will come from the existing ¼% sales tax generated fund for water quality protection projects.

COUNTY OF SUFFOLK

STEVEN BELLONE
COUNTY EXECUTIVE

DEPARTMENT OF ECONOMIC DEVELOPMENT AND PLANNING

JOANNE MINIERI
DEPUTY COUNTY EXECUTIVE AND COMMISSIONER

July 25, 2014

Mr. Jon Schneider
Deputy County Executive
H. Lee Dennison Building, 12th Floor
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

Enclosed for your consideration and submission is the proposed resolution pursuant to:

AMENDING THE ADOPTED 2014 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE INNOVATIVE ALTERNATIVE ON SITE WASTEWATER TREATMENT PROGRAM (8710.XXX)

There are sufficient funds included in the 2014 Operating Budget Fund 477 for this project. The Suffolk County Water Quality Review Committee, at its July 18, 2014 meeting, approved the "Innovative/Alternative On-Site Wastewater Treatment Systems Demonstration Program Consultant" initiative submitted by Suffolk County Department of Economic Development and Planning, Department of Health Services, and the Department of Public Works. This is an appropriate use of Suffolk County Water Quality Protection and Restoration Program funds in the amount of $250,000.

After your examination, please place this on the Legislative Agenda. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Sarah Lansdale
Director of Planning and Environment

SL:mc
Enc.

cc: Dennis Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Connie Corso, Budget Director

LOCATION
H. LEE DENNISON BLDG. – 4th FLOOR
100 VETERANS MEMORIAL HIGHWAY

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

PHONE (631) 853-5191
FAX (631) 853-4044

1744

Intro. Res. No. ____-2014 Laid on Table 7/29/14

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

RESOLUTION NO. -2014, TO APPOINT MEMBER OF SUFFOLK COUNTY YOUTH BOARD COORDINATING COUNCIL REPRESENTING LEGISLATIVE DISTRICT #15 (SHEILA ANN JOHNSON)

WHEREAS, Section A3-5(E)(1) of the SUFFOLK COUNTY ADMINISTRATIVE CODE provides for the appointment of members of the Suffolk County Youth Board Coordinating Council, including eighteen members representing each of the County's Legislative Districts; and

WHEREAS, Presiding Officer Gregory has recommended that Sheila Ann Johnson, currently residing in Amityville, NY to be appointed to represent the 15th Legislative District on the Suffolk County Youth Board Coordinating Council; now, therefore be it

1st **RESOLVED**, that, Sheila Ann Johnson currently residing in Amityville, NY is hereby appointed as a member of the Suffolk County Youth Board Coordinating Council to represent the 15th Legislative District on the Suffolk County Youth Board Coordinating Council for a term of three years commencing on the effective date of this resolution in accordance with Section A3-5(E)(3); and be it further

2nd **RESOLVED,** that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and/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, 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:

_____

Steven Bellone
County Executive of Suffolk County

Sheila Ann Johnson M.S.L.S., J. D.

Amityville, New York 11701

Tel: 631- Cell: 516- email

Education

Hofstra University School of Law, Hempstead, NY
Continuing Legal Education
Mediation Training 40 hours

Dale Carnegie Leadership Seminar, NYC, NY
Breakthrough Award and Vision Award

Touro College, Jacob Fuchsberg Law Center, Central Islip, NY
Degree: **Juris Doctorate 2004**
Research: African Americans and Their Legal Struggle for the Right to Read
Awards: CALI Awards for Academic Excellence in Rights of Children and Alternative Dispute Resolution
School Service Award, Exceptional Service to the Public and Community Award, Exceptional Service to the Contributions to the Growth of the Law School

Activities: 2003-2004 Not for Profit Law Clinic, Frederick Douglas Mock Trial Competition, Health and Law Society, President, Alternative Dispute Society, Treasurer, Program Committee, Brown v. Board of Education Commemoration, Law School Committee on Awards and Events
2002-2003 Black Law Student Association, Alumnae Liaison, Black Law Students Dinner, Awards Chair, Law School Committee on Awards and Events
2001-2002 Law School Committee on Awards and Events, Program Coordinator, commemoration of anniversary of Fair Housing Law Title VIII of the Civil Rights Act, attendee, Robert Cover Public Interest Retreat, New Hampshire, American Civil Liberties Union, Vice President for External Affairs, Health and Law Society Member, Black Law Students Association Member

Continuing Legal Education: Mediation Training 12 Hours

Atlanta University School of Library and Information Studies, Atlanta, GA
Degree: **M.S.L.S with a concentration in Special Librarianship 1976**
Honors: Dean's Scholar, Georgia Library Association Scholarship Recipient, Fellowship, Lawrence Livermore Laboratory

Spelman College, Atlanta, GA
Degree: **B.A., cum laude Pre-law History major and Political Science Minor**
Honors: Dean's List 1972-1976

Employment:

Nassau Suffolk Law Services 2007-present Islandia, NY
Director, Development and Government Affairs

NYS State Assembly 2002-2004 Brentwood, NY
Special Assistant Office of Assemblyman Philip Ramos

Brooklyn Public Library 1980-2002/2005-2007 Brooklyn, NY
Coordinator of Special Projects and Initiative, Division Chief, Science and Industry, Division Chief, Education and Job Information Center, Librarian, Social Sciences Division, History, Biography, Religion Division, Map Librarian, and Telephone Reference.

US Congress 1995-96 Brooklyn, NY
Deputy Director Office of Congressman Major Owens

Community Activities
Bethel A.M.E. Church of Copiague, New York
Long Island Minority AIDS Coalition Board
Long Island Women's Agenda Board
NAACP-Town of Islip
New York Chapter Spelman College Alumnae Association

Awards
Spelman College National Merit Award for Outstanding Service
NAFEO Outstanding Alumnae Award
New York City Council Women's Caucus Trailblazer Award

Membership
Association of Fundraising Professionals-Long Island Chapter

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution XX Local Law ____ Charter Law

2. Title of Proposed Legislation

TO APPOINT MEMBER OF SUFFOLK COUNTY YOUTH BOARD COORDINATING COUNCIL REPRESENTING LEGISLATIVE DISTRICT #15 (SHEILA ANN JOHNSON)

3. Purpose of Proposed Legislation

This resolution appoints Sheila Ann Johnson of Amityville to the Suffolk County Youth Board Coordinating Council to represent the 15th Legislative District, for a term of three years commencing on the effective date of the resolution. Legislator Gregory, from Suffolk County's 15th Legislative District, made the recommendation for this individual's appointment. Board members serve without compensation.

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

N/A

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

N/A

8. Proposed Source of Funding

N/A

9. Timing of Impact

Effective upon adoption

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Kim G. Brandeau Chief Budget Examiner		7-25-14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 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, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

1745

Intro. Res. No. - 2014 Laid on the Table 7/29/2014
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, REQUESTING LEGISLATIVE APPROVAL OF A CONTRACT WITH HUDSON RIVER HEALTHCARE, INC. (HRHCare) FOR THE OPERATION OF THE SOUTH BROOKHAVEN FAMILY HEALTH CENTER-WEST AND THE MARILYN SHELLABARGER SOUTH BROOKHAVEN FAMILY HEALTH CENTER EAST AT SHIRLEY

WHEREAS, there is a continuing unprecedented fiscal crisis in the County of Suffolk, in part due to substantial reductions in Article 6 State Aid funding for services provided in the County's network of Health Centers; and

WHEREAS, the New York State Department of Health (NYSDOH) has encouraged the Suffolk County Department of Health Services (SCDHS) to exit the direct health care business for primary care; and

WHEREAS, on October 30, 2013 a Request for Proposals (RFP) Waiver was approved for the Department of Health Services to enter into contractual agreements with Hudson River Healthcare, Inc. (HRHCare) for administrative, management and primary health care services at the South Brookhaven Family Health Center- West and the Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley (the Health Centers); and

WHEREAS, HRHCare is a not-for-profit, New York State licensed, Federally Qualified Health Center (FQHC) delivering culturally sensitive, linguistically appropriate, full life cycle primary, preventative, behavioral, and oral healthcare, as well as Family Planning, HIV, TB, and STD services, and other enabling services to medically underserved populations throughout the Hudson Valley and Long Island areas; and

WHEREAS, HRHCare is the only FQHC currently operating in Suffolk County; and

WHEREAS, this transaction will maintain continuity of care to patients during the transition and will expand services in compliance with FQHC program requirements; and

WHEREAS, the proposed agreement for the South Brookhaven Family Health Center-West requires payment to HRHCare from the County for a five (5) year period, expected to begin in late 2014, totaling $ 14.2 million over that period and the proposed agreement for the Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley requires payment to HRHCare from the County for a five (5) year period, expected to begin in late 2014, totaling $13.7 million over that period, resulting in a combined estimated net savings to Suffolk County over the five (5) year period of $ 31.5 million dollars; and

WHEREAS, HRHCare will provide for the continuation of programs for outpatient diagnosis and treatment of New York State mandated public health services on behalf of the County in a separate written agreement with the County; and

WHEREAS, HRHCare will operate the Health Centers at their current locations, though a sub-lease for the South Brookhaven Family Health Center-West and a lease with the County for the Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley and will continue using the name Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley in addition to its own name; now, therefore be it

1st **RESOLVED**, that the County Executive is hereby authorized to execute agreements with Hudson River Healthcare, Inc., in a form substantially similar to the draft attached hereto, for a term not to exceed five (5) years, subject to the approval of the County Attorney, for the operation of the South Brookhaven Family Health Center- West and the Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley (the Health Centers) under the Article 28 licenses of HRHCare, and to assist this entity in the establishment of FQHC Health Centers at these sites, contingent upon State approvals necessary for SCDHS to cease operations of its existing Article 28 health centers at the South Brookhaven Family Health Center- West and the Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley and also contingent upon federal and State approvals necessary for HRHCare to begin operation of an Article 28 FQHC health center at each location in a seamless transition; and be it further

2nd **RESOLVED,** that the financial arrangement with HRHCare shall be in the form of Community Benefit Grants limited to a term of five (5) years, a sub-lease with the County for the South Brookhaven Family Health Center-West and a lease with the County for the Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley; and be it further

3rd **RESOLVED,** that certain assets and inventory, including equipment and furniture, used to carry out the functions and operations of the Health Centers, as set forth in the proposed contract(s) presented with this Resolution are declared surplus to the County needs; and be it further

4th **RESOLVED,** that the agreement presented with this Resolution may include the transfer of designated equipment and furniture to HRHCare purchased with either County or State funds, a review by the County Attorney having determined that there are no bonding issues preventing transfer of the equipment and furniture; and be it further

5th **RESOLVED**, that HRHCare will operate the Health Centers at their current locations, using the name Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley for the Shirley location, in addition to its own name; and be it further

6th **RESOLVED,** that the County is authorized to execute all documents necessary to enable HRHCare to occupy the South Brookhaven Family Health Center-West located at 365 East Main Street, Patchogue, New York, subject to the approval of the County Attorney; and be it further

7th **RESOLVED,** that a lease for the Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley located at 550 Montauk Highway & Dorsett Place, Shirley, New York shall require approval via a duly enacted resolution of this Legislature; and be it further

8th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, subject to the approval of the County Attorney, to execute any and all related documents necessary to effectuate or otherwise give full force and effect to this transaction, the execution of which by the County Executive and/or his designee shall be conclusive evidence of the approval, the authorization and the direction thereof of this Legislature; and be it further

9th **RESOLVED,** that this Legislature, being the State Environment 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) 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.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval

HSV #23-2014

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

Title of Proposed Legislation
REQUESTING LEGISLATIVE APPROVAL OF A CONTRACT WITH HUDSON RIVER HEALTHCARE, INC. (HRHCare) FOR THE OPERATION OF THE SOUTH BROOKHAVEN FAMILY HEALTH CENTER-WEST AND THE MARILYN SHELLABARGER SOUTH BROOKHAVEN FAMILY HEALTH CENTER EAST AT SHIRLEY

3. Purpose of Proposed Legislation
This legislation is needed to approve a contract between Suffolk County and Hudson River Healthcare, Inc. for the operation of the South Brookhaven Family Health Center-West as a Federally Qualified Health Center located at 365 East Main Street, Patchogue, New York and the Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley as a Federally Qualified Health Center located at 550 Montauk Highway, Shirley, New York.

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 4 is "yes", Provide Detailed Explanation of Impact:
The fiscal impact of this agreement is a net savings to Suffolk County of $31.5 million over five years, while providing increased services at the health center through the Federally Qualified Health Center (FQHC) model of care: mental health services will be expanded, hours of operation will be expanded and dental services will be provided. The annual Community Benefit Grant (CBG) is significantly lower than the cost incurred by the County to provide the current level of services and a portion of the County CBG costs is eligible for Article 6 Public Health State aid. Suffolk County will commit to a five year annual Community Benefit Grant payment to HRHCare, Inc., which averages $5.6 million a year, or $27.9 million over the five-year term of the agreement.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
2014-2019

8. Proposed Source of Funding
There is adequate funding in the 2014 Adopted Operating Budget for the CBG agreement. Annual payments to HRH Inc. will be included in the 2015-2019 Suffolk County Operating Budgets.

9. Timing of Impact
2014

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*Date*
Diane E. Weyer *Principal Financial Analyst*	Diane Weyer	7/21/14
Chief Budget Examiner	[illegible]	7/21/14

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 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, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

WASP Tag	Description	Location	Serial No	Model	Purchase Cost
2928	addressograph	SW BROOKHAVEN HLTH CTR-PATCHOG	8600033818	860	500.00
2948	addressograph	SW BROOKHAVEN HLTH CTR-PATCHOG	8600007500	860	500.00
2957	addressograph	SW BROOKHAVEN HLTH CTR-PATCHOG	11484	860	500.00
2968	addressograph	SW BROOKHAVEN HLTH CTR-PATCHOG	8600031172	860	500.00
3001	addressograph	SW BROOKHAVEN HLTH CTR-PATCHOG	8600007501	860	500.00
3036	addressograph	SW BROOKHAVEN HLTH CTR-PATCHOG	9910	860	500.00
3038	addressograph	SW BROOKHAVEN HLTH CTR-PATCHOG	8600007498	860	500.00
771	addressograph - 2000	S BROOKHAVEN HLTH CTR-PATCHOG	2000081904	2000	500.00
2911	addressograph - 2000	SW BROOKHAVEN HLTH CTR-PATCHOG	2000005436	2000	500.00
2927	addressograph - 2000	SW BROOKHAVEN HLTH CTR-PATCHOG	2000030990	2000	500.00
2943	addressograph - 2000	SW BROOKHAVEN HLTH CTR-PATCHOG	2000030991	2000	500.00
2970	addressograph - 2000	SW BROOKHAVEN HLTH CTR-PATCHOG	2000030989	2000	500.00
3429	addressograph 2100	S BROOKHAVEN HLTH CTR-PATCHOG	2000039858	2100	500.00
2376	addressograph -700	S BROOKHAVEN HLTH CTR-PATCHOG	12153	700	500.00
2399	addressograph -700	S BROOKHAVEN HLTH CTR-PATCHOG	12152	700	500.00
2887	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	10937	700	500.00
2918	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12114	700	500.00
2932	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12128	700	500.00
2941	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12126	700	500.00
2942	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12132	700	500.00
2949	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12810	700	500.00
2954	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12127	700	500.00
2971	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12685	700	500.00
2987	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	10936	700	500.00
3021	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12809	700	500.00
3044	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12687	700	500.00
3045	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12122	700	500.00
3046	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12686	700	500.00
3047	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12497	700	500.00
3048	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12684	700	500.00
2407	addressograph-2000	S BROOKHAVEN HLTH CTR-PATCHOG	2000013277	2000	500.00
130079	Adult Scale	S BROOKHAVEN HLTH CTR-PATCHOG	NONE		154.50
2988	AutoClave - RITTER - 001	SW BROOKHAVEN HLTH CTR-PATCHOG	DM028818	M9-001	1,800.00
2964	Blood drawing chair	SW BROOKHAVEN HLTH CTR-PATCHOG		5r5211	500.00
2963	Blood drawing chair	SW BROOKHAVEN HLTH CTR-PATCHOG		5r5211	500.00
130188	BLOOD DRAWING CHAIR/BED	S BROOKHAVEN HLTH CTR-PATCHOG	NONE		1,558.62
100233	COLPOLSCOPE	S BROOKHAVEN HLTH CTR-PATCHOG	60477/0174385		14,650.00
2892	Crash Cart	SW BROOKHAVEN HLTH CTR-PATCHOG		0	1,500.00

2871	Cryomedics 2400	SW BROOKHAVEN HLTH CTR-PATCHOG	30103	2400	500.00
130408	CRYOSURGICAL UNIT	S BROOKHAVEN HLTH CTR-PATCHOG	713004		5,491.00
100235	DIGITAL SCALE WITH HEIGHT ROD	S BROOKHAVEN HLTH CTR-PATCHOG	597T003558		525.20
100236	DIGITAL SCALE WITH HEIGHT ROD	S BROOKHAVEN HLTH CTR-PATCHOG	597T003204		525.20
100237	DIGITAL SCALE WITH HEIGHT ROD	S BROOKHAVEN HLTH CTR-PATCHOG	597T003196		525.20
100101	EKG MACHINE	SW BROOKHAVEN HLTH CTR-PATCHOG	20011231		3,795.00
2899	EKG MACHINE	SW BROOKHAVEN HLTH CTR-PATCHOG			4,000.00
2900	EKG MACHINE	SW BROOKHAVEN HLTH CTR-PATCHOG			4,000.00
2894	EKG MACHINE-GE	SW BROOKHAVEN HLTH CTR-PATCHOG	14074	MAC-5000	4,000.00
2870	Electrosurgical Generator	SW BROOKHAVEN HLTH CTR-PATCHOG	AA1007028	1250	2,800.00
2931	EMEVS	SW BROOKHAVEN HLTH CTR-PATCHOG	710887673	3750	817.00
2935	EMEVS	SW BROOKHAVEN HLTH CTR-PATCHOG	207625716	3750	817.00
2944	EMEVS	SW BROOKHAVEN HLTH CTR-PATCHOG	207414246	3750	817.00
2945	EMEVS	SW BROOKHAVEN HLTH CTR-PATCHOG	207432753	3750	817.00
2946	EMEVS	SW BROOKHAVEN HLTH CTR-PATCHOG	207414516	3750	817.00
2950	EMEVS	SW BROOKHAVEN HLTH CTR-PATCHOG	710063806	3750	817.00
3031	EMEVS	SW BROOKHAVEN HLTH CTR-PATCHOG		3750	817.00
3030	EMEVS	SW BROOKHAVEN HLTH CTR-PATCHOG	710275841	3750	817.00
2866	Exam Chair	SW BROOKHAVEN HLTH CTR-PATCHOG	JX042677		1,200.00
2868	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2874	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2878	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2893	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2897	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2909	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2916	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2922	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2974	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2979	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2991	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2997	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
3005	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
3009	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
3018	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
3026	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
3033	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
3056	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
3057	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
3058	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2994	Exam Table	SW BROOKHAVEN HLTH CTR-PATCHOG			1,600.00

3003	Exam Table	SW BROOKHAVEN HLTH CTR-PATCHOG			1,600.00
3024	Exam Table	SW BROOKHAVEN HLTH CTR-PATCHOG			1,600.00
3039	Exam Table	SW BROOKHAVEN HLTH CTR-PATCHOG			1,600.00
3032	Exam Table - 100	SW BROOKHAVEN HLTH CTR-PATCHOG	CD018220	10-024	1,600.00
2847	Exam Table - Hausmann	SW BROOKHAVEN HLTH CTR-PATCHOG		4420	1,600.00
2850	Exam Table - Hausmann	SW BROOKHAVEN HLTH CTR-PATCHOG		4420	1,600.00
2923	Exam Table - Hausmann	SW BROOKHAVEN HLTH CTR-PATCHOG		4420	1,600.00
2858	Exam Table - Ritter 204	SW BROOKHAVEN HLTH CTR-PATCHOG	V570954	204-001	1,600.00
2976	Exam Table - Ritter 204	SW BROOKHAVEN HLTH CTR-PATCHOG	V560848	204-001	1,600.00
3016	Exam Table - Ritter 204	SW BROOKHAVEN HLTH CTR-PATCHOG	V430191	204-001	1,600.00
2875	Exam Table - Ritter 222	SW BROOKHAVEN HLTH CTR-PATCHOG	V139039	222	1,600.00
2910	Exam Table - Ritter 222	SW BROOKHAVEN HLTH CTR-PATCHOG	V139042	222	1,600.00
2972	Exam Table - Ritter 222	SW BROOKHAVEN HLTH CTR-PATCHOG	V139040	222	1,600.00
2989	Exam Table - Ritter 222	SW BROOKHAVEN HLTH CTR-PATCHOG	V139041	222	1,600.00
2854	Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5120	1,600.00
2882	Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5120	1,600.00
2982	Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5120	1,600.00
3008	Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5120	1,600.00
3040	Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5120	1,600.00
3059	Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5120	1,600.00
3060	Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5120	1,600.00
2862	Exam Table - UMF - 6120	SW BROOKHAVEN HLTH CTR-PATCHOG		6120	1,600.00
2934	Exam Table - UMF 5105	SW BROOKHAVEN HLTH CTR-PATCHOG		5105	1,600.00
2898	Exam Table - UMF 5140	SW BROOKHAVEN HLTH CTR-PATCHOG	59930	5140	1,600.00
2904	Exam Table - UMF 5140	SW BROOKHAVEN HLTH CTR-PATCHOG	59930	5140	1,600.00
3011	Exam Table - UMF 5140	SW BROOKHAVEN HLTH CTR-PATCHOG	59930	5140	1,600.00
130412	FETAL DOPPLER	S BROOKHAVEN HLTH CTR-PATCHOG	9130492		500.00
120166	Fetal Monitor	S BROOKHAVEN HLTH CTR-PATCHOG	FA005103		5,395.00
100008	Fetalgard Monitor & accessory	SW BROOKHAVEN HLTH CTR-PATCHOG	FA004382		4,255.00
2851	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2855	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2859	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2863	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2883	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2891	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2905	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2977	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2983	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2990	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
3025	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00

3017	infant scale/table	SW BROOKHAVEN HLTH CTR-PATCHOG		0	2,932.00
2955	Insurance swipe	SW BROOKHAVEN HLTH CTR-PATCHOG	207497244	3200SE	817.00
3034	microscope	SW BROOKHAVEN HLTH CTR-PATCHOG	149263		500.00
100131	NYS MEDICAID TERMINAL	S BROOKHAVEN HLTH CTR-PATCHOG	213-130-934		817.00
120154-120161	Otoscope & Ophthalamoscopes	S BROOKHAVEN HLTH CTR-PATCHOG	NONE		4,712.00
100029	POWER EXAM TABLE	SW BROOKHAVEN HLTH CTR-PATCHOG	V867985		3,595.00
100030	POWER EXAM TABLE	SW BROOKHAVEN HLTH CTR-PATCHOG	V855306		3,595.00
100031	POWER EXAM TABLE	SW BROOKHAVEN HLTH CTR-PATCHOG	V868632		3,595.00
3054	refrigerator - RTF	SW BROOKHAVEN HLTH CTR-PATCHOG	67116	HC-20HTTG	4,500.00
3042	SHREDDER - GBC	SW BROOKHAVEN HLTH CTR-PATCHOG	RK14391	6550	500.00
2966	SHREDDER - GBC	SW BROOKHAVEN HLTH CTR-PATCHOG	QPI2246	6550	1,000.00
110095	STANDARD COMPUTER	S BROOKHAVEN HLTH CTR-PATCHOG	6CMDGQ1		639.46
110098	STANDARD COMPUTER	S BROOKHAVEN HLTH CTR-PATCHOG	6CMHGQ1		639.46
110099	STANDARD COMPUTER	S BROOKHAVEN HLTH CTR-PATCHOG	6CMJGQ1		639.46
110100	STANDARD COMPUTER	S BROOKHAVEN HLTH CTR-PATCHOG	6CNKGQ1		639.46
100193	STERILIZER	SW BROOKHAVEN HLTH CTR-PATCHOG	V963199		3,359.00
120037	THERMAL PRINTER	SW BROOKHAVEN HLTH CTR-PATCHOG	2.37E+15		523.17
120040	THERMAL PRINTER	SW BROOKHAVEN HLTH CTR-PATCHOG	2.37E+15		523.17
2958	vein doppler	SW BROOKHAVEN HLTH CTR-PATCHOG		470	5,000.00
130060	Vital Sign Monitor	S BROOKHAVEN HLTH CTR-PATCHOG	201300853	67053	2,025.00
130061	Vital Sign Monitor	S BROOKHAVEN HLTH CTR-PATCHOG	201217565	67053	2,025.00
100219	VITAL SIGN MONITOR AND STAND	SW BROOKHAVEN HLTH CTR-PATCHOG	201017825		1,750.00
100220	VITAL SIGN MONITOR AND STAND	SW BROOKHAVEN HLTH CTR-PATCHOG	201017826		1,750.00
2846	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2849	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2853	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2857	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2861	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2865	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2873	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2877	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2881	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2889	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2896	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2903	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2908	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2915	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2921	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2973	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2978	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00

2984	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG	767 Wall Transformer	549.00
2992	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG	767 Wall Transformer	549.00
2995	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG	767 Wall Transformer	549.00
2998	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG	767 Wall Transformer	549.00
3006	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG	767 Wall Transformer	549.00
3010	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG	767 Wall Transformer	549.00
3013	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG	767 Wall Transformer	549.00
3019	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG	767 Wall Transformer	549.00
3027	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG	767 Wall Transformer	549.00
2901	X Ray Light	SW BROOKHAVEN HLTH CTR-PATCHOG		200.00
2906	X Ray Light	SW BROOKHAVEN HLTH CTR-PATCHOG		200.00
2961	X Ray Light	SW BROOKHAVEN HLTH CTR-PATCHOG		200.00
2965	X Ray Light	SW BROOKHAVEN HLTH CTR-PATCHOG		200.00
3029	X Ray Light	SW BROOKHAVEN HLTH CTR-PATCHOG		200.00

WASP Tag	Description	Location	Serial No	Model	Purchase Cost
3196	COLPOSCOPE	S BROOKHAVEN HLTH CTR-MASTIC	41CM-118		5,425.81
602	EKG MACHINE	S BROOKHAVEN HLTH CTR-MASTIC	26.00342		6,660.61
603	ZOOMSCOPE	S BROOKHAVEN HLTH CTR-MASTIC	AWS T 4 73		5,015.05
3214	POWER EXAMINATION TABLE	S BROOKHAVEN HLTH CTR-MASTIC	JX006573		6,949.66
605	CERVELLNCE DIG VIDEO COLPOSCPE	S BROOKHAVEN HLTH CTR-MASTIC	501208		16,000.00
606	RADIOGRPHC HIGH FREQ XRAY SYS	S BROOKHAVEN HLTH CTR-MASTIC	AZ904J1		24,700.00
3328	Satim 5000 Autoclave	S BROOKHAVEN HLTH CTR-MASTIC	131006C00015		5,766.05
3322	ABI Doppler System	S BROOKHAVEN HLTH CTR-MASTIC	VA002631		6,195.00
100217	VITAL SIGN MONITOR AND STAND	S BROOKHAVEN HLTH CTR-MASTIC	201017824		1,750.00
100218	VITAL SIGN MONITOR AND STAND	S BROOKHAVEN HLTH CTR-MASTIC	201017782		1,750.00
3113	addressograph	S BROOKHAVEN HLTH CTR-MASTIC	8600001179	860	500.00
3198	addressograph	S BROOKHAVEN HLTH CTR-MASTIC	8600037063	860	500.00
3314	addressograph	S BROOKHAVEN HLTH CTR-MASTIC	8600001180	860	500.00
3129	addressograph -700	S BROOKHAVEN HLTH CTR-MASTIC	12130	700	500.00
3133	addressograph -700	S BROOKHAVEN HLTH CTR-MASTIC	31068	700	500.00
3135	addressograph -700	S BROOKHAVEN HLTH CTR-MASTIC		700	500.00
3136	addressograph -700	S BROOKHAVEN HLTH CTR-MASTIC	12679	700	500.00
3148	addressograph -700	S BROOKHAVEN HLTH CTR-MASTIC		700	500.00
3206	addressograph -700	S BROOKHAVEN HLTH CTR-MASTIC	12678	700	500.00
3263	addressograph -700	S BROOKHAVEN HLTH CTR-MASTIC	12435	700	500.00
3267	addressograph -700	S BROOKHAVEN HLTH CTR-MASTIC	12436	700	500.00
3270	addressograph -700	S BROOKHAVEN HLTH CTR-MASTIC	12677	700	500.00
3287	addressograph -700	S BROOKHAVEN HLTH CTR-MASTIC	12676	700	500.00
3293	addressograph -700	S BROOKHAVEN HLTH CTR-MASTIC	12129	700	500.00
3165	addressograph - 2000	S BROOKHAVEN HLTH CTR-MASTIC	2000069310	2000	500.00
3268	addressograph - 2000	S BROOKHAVEN HLTH CTR-MASTIC	2000069311	2000	500.00
3212	EMEVS	S BROOKHAVEN HLTH CTR-MASTIC	210278453	3750	817.00
3128	EMEVS	S BROOKHAVEN HLTH CTR-MASTIC	207504038	3750	817.00
3137	EMEVS	S BROOKHAVEN HLTH CTR-MASTIC	207432106	3750	817.00
3149	EMEVS	S BROOKHAVEN HLTH CTR-MASTIC	317887674	3750	817.00
3150	EMEVS	S BROOKHAVEN HLTH CTR-MASTIC	710062216	3750	817.00
3264	EMEVS	S BROOKHAVEN HLTH CTR-MASTIC	207435321	3750	817.00
3134	emevs-5750	S BROOKHAVEN HLTH CTR-MASTIC	211652989	5750	817.00
3166	emevs-5750	S BROOKHAVEN HLTH CTR-MASTIC	211652993	5750	817.00
3122	emevs-3200	S BROOKHAVEN HLTH CTR-MASTIC	23437919	3200	817.00
3145	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3173	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3180	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00

WASP Tag	Description	Location	Serial No	Model	Purchase Cost
3186	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3191	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3192	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3201	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3207	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3211	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3215	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3221	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3226	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3229	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3238	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3243	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3750	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3255	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3260	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3281	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3291	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3295	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3306	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3311	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3317	Exam Lamp	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3146	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3174	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3181	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3187	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3193	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3202	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3216	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3222	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3227	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3230	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3237	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3244	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3249	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3256	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3261	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3282	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3292	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3296	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00

WASP Tag	Description	Location	Serial No	Model	Purchase Cost
3302	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3307	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3312	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3318	Wall Mounted Otoscope	S BROOKHAVEN HLTH CTR-MASTIC		767 Wall Transformer	549.00
3147	microscope	S BROOKHAVEN HLTH CTR-MASTIC	149233		750.00
3142	Infant Exam Table - UMF	S BROOKHAVEN HLTH CTR-MASTIC		5902	2,932.00
3242	Infant Exam Table - UMF	S BROOKHAVEN HLTH CTR-MASTIC		5902	2,932.00
3290	Infant Exam Table - UMF	S BROOKHAVEN HLTH CTR-MASTIC		5902	2,932.00
3301	Infant Exam Table - UMF	S BROOKHAVEN HLTH CTR-MASTIC		5902	2,932.00
3305	Infant Exam Table - UMF	S BROOKHAVEN HLTH CTR-MASTIC		5902	2,932.00
3316	Infant Exam Table - UMF	S BROOKHAVEN HLTH CTR-MASTIC		5902	2,932.00
3144	Exam Table - 304	S BROOKHAVEN HLTH CTR-MASTIC	GJ003840	304	1,600.00
3172	Exam Table - 104	S BROOKHAVEN HLTH CTR-MASTIC	KC006816	104	1,600.00
3185	Exam Table - 104	S BROOKHAVEN HLTH CTR-MASTIC	KC021050	104	1,600.00
3197	Exam Table - 104	S BROOKHAVEN HLTH CTR-MASTIC	KC008840	104	1,600.00
3200	Exam Table - 104	S BROOKHAVEN HLTH CTR-MASTIC	KC006813	104	1,600.00
3224	Exam Table - 104	S BROOKHAVEN HLTH CTR-MASTIC	KC021051	104	1,600.00
3254	Exam Table - 104	S BROOKHAVEN HLTH CTR-MASTIC	KC006815	104	1,600.00
3259	Exam Table - 104	S BROOKHAVEN HLTH CTR-MASTIC	KD004483	104	1,600.00
3280	Exam Table - 104	S BROOKHAVEN HLTH CTR-MASTIC	KC008838	104	1,600.00
3289	Exam Table - 104	S BROOKHAVEN HLTH CTR-MASTIC	KD004480	104	1,600.00
3300	Exam Table - 104	S BROOKHAVEN HLTH CTR-MASTIC	KC021048	104	1,600.00
3304	Exam Table - 104	S BROOKHAVEN HLTH CTR-MASTIC	KC008839	104	1,600.00
3310	Exam Table - 104	S BROOKHAVEN HLTH CTR-MASTIC	KC021049	104	1,600.00
3169	Exam Chair	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3170	Exam Chair	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3179	Exam Table Ritter 222	S BROOKHAVEN HLTH CTR-MASTIC	V139036	222-002	500.00
3220	Exam Table Ritter 222	S BROOKHAVEN HLTH CTR-MASTIC	V139037	222-002	1,600.00
3236	Exam Table Ritter 222	S BROOKHAVEN HLTH CTR-MASTIC	V139038	222-002	1,600.00
3308	X Ray Light	S BROOKHAVEN HLTH CTR-MASTIC			200.00
3319	X Ray Light	S BROOKHAVEN HLTH CTR-MASTIC			200.00
3294	X Ray Light	S BROOKHAVEN HLTH CTR-MASTIC			200.00
3279	X Ray Light	S BROOKHAVEN HLTH CTR-MASTIC			200.00
3262	X Ray Light	S BROOKHAVEN HLTH CTR-MASTIC			200.00
3257	X Ray Light	S BROOKHAVEN HLTH CTR-MASTIC			200.00
3251	X Ray Light	S BROOKHAVEN HLTH CTR-MASTIC			200.00
3245	X Ray Light	S BROOKHAVEN HLTH CTR-MASTIC			200.00
3239	X Ray Light	S BROOKHAVEN HLTH CTR-MASTIC			200.00
3231	X Ray Light	S BROOKHAVEN HLTH CTR-MASTIC			200.00

WASP Tag	Description	Location	Serial No	Model	Purchase Cost
3223	X Ray Light	S BROOKHAVEN HLTH CTR-MASTIC			200.00
3188	X Ray Light	S BROOKHAVEN HLTH CTR-MASTIC			200.00
3182	X Ray Light	S BROOKHAVEN HLTH CTR-MASTIC			200.00
3190	Exam Table - power	S BROOKHAVEN HLTH CTR-MASTIC	JX002678	411-016	6,494.66
3218	X Ray Light	S BROOKHAVEN HLTH CTR-MASTIC			200.00
3210	exam table - umf 5540	S BROOKHAVEN HLTH CTR-MASTIC		5540	1,600.00
3241	Exam Table	S BROOKHAVEN HLTH CTR-MASTIC			1,600.00
3247	Exam Table	S BROOKHAVEN HLTH CTR-MASTIC			1,600.00
3248	Infint Exam/scale Table	S BROOKHAVEN HLTH CTR-MASTIC			2,932.00
3271	exam table - healthometer	S BROOKHAVEN HLTH CTR-MASTIC			2,932.00
3272	Infant Exam Table - UMF	S BROOKHAVEN HLTH CTR-MASTIC		5902	2,932.00
3273	Exam Table - UMF - 5106	S BROOKHAVEN HLTH CTR-MASTIC			1,600.00
3274	Exam Table - UMF - 5080	S BROOKHAVEN HLTH CTR-MASTIC		5080	1,600.00
3125	embosser - 275	S BROOKHAVEN HLTH CTR-MASTIC	15550	275	10,400.00
3126	Embosser - 280	S BROOKHAVEN HLTH CTR-MASTIC	7941	280	10,400.00
3265	Embosser - 280	S BROOKHAVEN HLTH CTR-MASTIC		280	10,400.00
3232	EKG MACHINE	S BROOKHAVEN HLTH CTR-MASTIC	20005962		4,000.00
3297	EKG MACHINE	S BROOKHAVEN HLTH CTR-MASTIC	20006487		4,000.00
3329	Generator - Honda	S BROOKHAVEN HLTH CTR-MASTIC	EZGT-1012171	EB11000	500.00
3327	EMEVS - 3740	S BROOKHAVEN HLTH CTR-MASTIC	710324676	3740	817.00
3320	autoclave Ritter M11	S BROOKHAVEN HLTH CTR-MASTIC	ES006111	M11022	1,800.00
3321	cryogenic system	S BROOKHAVEN HLTH CTR-MASTIC			500.00
3324	audiometer - maico	S BROOKHAVEN HLTH CTR-MASTIC	75427	MA40	500.00
3233	Crash Cart	S BROOKHAVEN HLTH CTR-MASTIC		0	1,500.00
3234	Suction Machine	S BROOKHAVEN HLTH CTR-MASTIC			1,000.00
3208	pulse oximeter - GE	S BROOKHAVEN HLTH CTR-MASTIC	FBX064500355A	3800	650.00
3284	refrigerator - RTF	S BROOKHAVEN HLTH CTR-MASTIC		HC-20HTTG	4,500.00
3285	FREEZER-FRIGIDAIR 2	S BROOKHAVEN HLTH CTR-MASTIC	rb94500258	RB94500258	750.00
3278	Film Duplicator	S BROOKHAVEN HLTH CTR-MASTIC		MKV Mark V	1,000.00
3277	FILM PROCESSOR - KM	S BROOKHAVEN HLTH CTR-MASTIC		SRX-101A	11,400.00
3123	smoke evac machine	S BROOKHAVEN HLTH CTR-MASTIC	0807F4072	52009	1,000.00
3194	fetal doppler - GE	S BROOKHAVEN HLTH CTR-MASTIC	SAS053752440A	172	595.00
3195	autoclave-2006	S BROOKHAVEN HLTH CTR-MASTIC	2502722	2340EA	1,800.00
2403	addressograph -700	S BROOKHAVEN HLTH CTR-MASTIC	12155	700	500.00
800	addressograph-2000	S BROOKHAVEN HLTH CTR-MASTIC	2000081903	2000	500.00
2377	addressograph-2000	S BROOKHAVEN HLTH CTR-MASTIC	2000087443	2000	500.00
2395	addressograph-2000	S BROOKHAVEN HLTH CTR-MASTIC	2000090150	2000	500.00
2409	addressograph-2000	S BROOKHAVEN HLTH CTR-MASTIC	2000048358	2000	500.00
2440	addressograph-2000	S BROOKHAVEN HLTH CTR-MASTIC	2000090152	2000	500.00

WASP Tag	Description	Location	Serial No	Model	Purchase Cost
2396	addressograph 860	S BROOKHAVEN HLTH CTR-MASTIC	8600001229	860	500.00
3876	addressograph - 2000	S BROOKHAVEN HLTH CTR-MASTIC	2000048357	2000	500.00
3874	addressograph -700	S BROOKHAVEN HLTH CTR-MASTIC	12117	700	500.00
609	RALS Notebook System	S BROOKHAVEN HLTH CTR-SHIRLEY	CNU63216TQ		5,000.00
610	Instrument Washer/Sanitizer	S BROOKHAVEN HLTH CTR-SHIRLEY	23-1100-018		8,350.00
3189	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	60U0EA01605		-
3228	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	60U0EA01611		-
3204	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	60U0EA01633		-
3288	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	60U0EA01674		-
3183	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	60U0EA01690		-
3258	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	60U0EA01692		-
3119	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	60U0EA01702		-
3178	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	60U0EA01704		-
3235	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	60U0EA01706		-
3116	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	60U8D800697		-
3171	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	60U8D901120		-
3176	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	60U8E800323		-
3213	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	60U8E800542		-
3168	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	60U8E800551		-
3167	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	60U8E800570		-
3219	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF316229		-
3203	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF316237		-
3309	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF402512		-
3164	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF402533		-
3225	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF402567		-
3117	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF402575		-
3252	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF402583		-
3140	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF402600		-
3266	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF402602		-
3118	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF402603		-
3283	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF402618		-
3313	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF402626		-
3303	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF402634		-
3161	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF402678		-
3286	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF402691		-
3269	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF509086		-
3209	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF509111		-
3152	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	61SBF509156		-
3155	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	62LBG118511		-

WASP Tag	Description	Location	Serial No	Model	Purchase Cost
3111	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	62LBG120191		-
3162	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	62LBG120264		-
3177	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	62LBG120265		-
3151	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	62LBG120267		-
3315	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	62LBG120319		-
3240	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	62LBG120395		-
3132	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	6DSDG802050		-
3299	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	6DSDG802052		-
3175	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	6DSDG802072		-
3127	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	6DSDG802093		-
3217	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	6DSDG802117		-
3120	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	6DSDG802137		472.19
3112	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	6DSDG802148		472.19
3298	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	6DSDG802210		472.19
3115	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	6DSDG802292		472.19
3124	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	6DSDG802337		472.19
3139	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	6DSDH601947		450.38
3143	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	6DSDH603049		450.38
3276	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	6DSDH603288		450.38
3326	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	6GA0I471098		466.33
3141	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	S1E70C353240		745.00
3246	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	S1E70C353241		745.00
3154	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	S1E70C353243		745.00
3159	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	S1E70C353300		745.00
3158	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	S1E70C353316		745.00
3156	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	S1E71B800146		745.00
3163	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	S1E71C200133		745.00
3157	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	S1E71C200155		745.00
3153	Winterm 1	S BROOKHAVEN HLTH CTR-SHIRLEY	S1E71C200174		745.00
100247	manual Exam Table	S BROOKHAVEN HLTH CTR-SHIRLEY	V994410	0	950.00
100248	manual Exam Table	S BROOKHAVEN HLTH CTR-SHIRLEY	V994395	0	950.00
100249	manual Exam Table	S BROOKHAVEN HLTH CTR-SHIRLEY	V994229	0	950.00
100250	manual Exam Table	S BROOKHAVEN HLTH CTR-SHIRLEY	V994139	0	950.00
100251	manual Exam Table	S BROOKHAVEN HLTH CTR-SHIRLEY	V994217	0	950.00
100239	WALL MOUNT TRANSFORMER	S BROOKHAVEN HLTH CTR-SHIRLEY	NONE		598.05
100240	WALL MOUNT TRANSFORMER	S BROOKHAVEN HLTH CTR-SHIRLEY	NONE		598.05
100171	NYS MEDICAID TERMINAL	S BROOKHAVEN HLTH CTR-SHIRLEY	212-897-358		817.00
100252	EMERGENCY MEDICINE CRASH CART	S BROOKHAVEN HLTH CTR-SHIRLEY	58427		725.00
100253	EMERGENCY MEDICINE CRASH CART	S BROOKHAVEN HLTH CTR-SHIRLEY	58428		725.00

WASP Tag	Description	Location	Serial No	Model	Purchase Cost
110090-110094	5 STACKING CHAIRS	S BROOKHAVEN HLTH CTR-SHIRLEY	NONE		280.00
110101	STANDARD COMPUTER	S BROOKHAVEN HLTH CTR-SHIRLEY	6CNDGQ1		639.46
110102	STANDARD COMPUTER	S BROOKHAVEN HLTH CTR-SHIRLEY	6CLFGQ1		639.46
110360	Fax Machine	S BROOKHAVEN HLTH CTR-SHIRLEY	U60995G1J525731	UF880	289.44
120115	DIGITAL WHEELCHAIR SCALE	S BROOKHAVEN HLTH CTR-SHIRLEY	E11412-0185		2,140.00
120025	THERMAL PRINTER	S BROOKHAVEN HLTH CTR-SHIRLEY	2.37E+15		523.17
120026	THERMAL PRINTER	S BROOKHAVEN HLTH CTR-SHIRLEY	2.37E+15		523.17
120027	THERMAL PRINTER	S BROOKHAVEN HLTH CTR-SHIRLEY	2.37E+15		523.17
120170	EKG MACHINE W/CART	S BROOKHAVEN HLTH CTR-SHIRLEY	471189		4,325.00
130057	Vital Sign Monitor	S BROOKHAVEN HLTH CTR-SHIRLEY	201217638	67053	2,025.00
130058	Vital Sign Monitor	S BROOKHAVEN HLTH CTR-SHIRLEY	201217639	67053	2,025.00
130059	Vital Sign Monitor	S BROOKHAVEN HLTH CTR-SHIRLEY	201217483	67053	2,025.00
130205	INFANTOMETER	S BROOKHAVEN HLTH CTR-SHIRLEY	NONE		326.00
130133	PEDIATRIC DIGITAL SCALE	S BROOKHAVEN HLTH CTR-SHIRLEY	5530015766		331.73
100008	Fetalgard Monitor & accessory	SW BROOKHAVEN HLTH CTR-PATCHOG	FA004382		4,255.00
100029	POWER EXAM TABLE	SW BROOKHAVEN HLTH CTR-PATCHOG	V867985		3,595.00
100030	POWER EXAM TABLE	SW BROOKHAVEN HLTH CTR-PATCHOG	V855306		3,595.00
100031	POWER EXAM TABLE	SW BROOKHAVEN HLTH CTR-PATCHOG	V868632		3,595.00
100101	EKG MACHINE	SW BROOKHAVEN HLTH CTR-PATCHOG	20011231		3,795.00
100219	VITAL SIGN MONITOR AND STAND	SW BROOKHAVEN HLTH CTR-PATCHOG	201017825		1,750.00
100220	VITAL SIGN MONITOR AND STAND	SW BROOKHAVEN HLTH CTR-PATCHOG	201017826		1,750.00
100193	STERILIZER	SW BROOKHAVEN HLTH CTR-PATCHOG	V963199		3,359.00
2846	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2849	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2853	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2857	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2861	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2865	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2873	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2877	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2881	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2889	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2896	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2903	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2908	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2915	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2921	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2973	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2978	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00

WASP Tag	Description	Location	Serial No	Model	Purchase Cost
2984	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2992	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2995	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2998	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
3006	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
3010	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
3013	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
3019	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
3027	Wall Mounted Otoscope	SW BROOKHAVEN HLTH CTR-PATCHOG		767 Wall Transformer	549.00
2868	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2874	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2878	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2893	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2897	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2909	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2916	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2922	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2974	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2979	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2991	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2997	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
3005	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
3009	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
3018	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
3026	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
3033	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
3056	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
3057	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
3058	Exam Lamp	SW BROOKHAVEN HLTH CTR-PATCHOG			500.00
2847	Exam Table - Hausmann	SW BROOKHAVEN HLTH CTR-PATCHOG		4420	1,600.00
2850	Exam Table - Hausmann	SW BROOKHAVEN HLTH CTR-PATCHOG		4420	1,600.00
2923	Exam Table - Hausmann	SW BROOKHAVEN HLTH CTR-PATCHOG		4420	1,600.00
2851	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2855	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2859	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2863	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2883	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2891	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2905	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00

WASP Tag	Description	Location	Serial No	Model	Purchase Cost
2977	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2983	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2990	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
3025	Infant Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5902	2,932.00
2854	Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5120	1,600.00
2882	Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5120	1,600.00
2982	Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5120	1,600.00
3008	Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5120	1,600.00
3040	Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5120	1,600.00
3059	Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5120	1,600.00
3060	Exam Table - UMF	SW BROOKHAVEN HLTH CTR-PATCHOG		5120	1,600.00
2858	Exam Table - Ritter 204	SW BROOKHAVEN HLTH CTR-PATCHOG	V570954	204-001	1,600.00
2976	Exam Table - Ritter 204	SW BROOKHAVEN HLTH CTR-PATCHOG	V560848	204-001	1,600.00
3016	Exam Table - Ritter 204	SW BROOKHAVEN HLTH CTR-PATCHOG	V430191	204-001	1,600.00
2875	Exam Table - Ritter 222	SW BROOKHAVEN HLTH CTR-PATCHOG	V139039	222	1,600.00
2910	Exam Table - Ritter 222	SW BROOKHAVEN HLTH CTR-PATCHOG	V139042	222	1,600.00
2972	Exam Table - Ritter 222	SW BROOKHAVEN HLTH CTR-PATCHOG	V139040	222	1,600.00
2989	Exam Table - Ritter 222	SW BROOKHAVEN HLTH CTR-PATCHOG	V139041	222	1,600.00
2887	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	10937	700	500.00
2918	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12114	700	500.00
2932	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12128	700	500.00
2941	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12126	700	500.00
2942	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12132	700	500.00
2949	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12810	700	500.00
2954	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12127	700	500.00
2971	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12685	700	500.00
2987	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	10936	700	500.00
3021	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12809	700	500.00
3044	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12687	700	500.00
3045	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12122	700	500.00
3046	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12686	700	500.00
3047	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12497	700	500.00
3048	addressograph -700	SW BROOKHAVEN HLTH CTR-PATCHOG	12684	700	500.00
2862	Exam Table - UMF - 6120	SW BROOKHAVEN HLTH CTR-PATCHOG		6120	1,600.00
2892	Crash Cart	SW BROOKHAVEN HLTH CTR-PATCHOG		0	1,500.00
2866	Exam Chair	SW BROOKHAVEN HLTH CTR-PATCHOG	JX042677		1,200.00
2870	Electrosurgical Generator	SW BROOKHAVEN HLTH CTR-PATCHOG	AA1007028	1250	2,800.00
2894	EKG MACHINE-GE	SW BROOKHAVEN HLTH CTR-PATCHOG	14074	MAC-5000	4,000.00
2899	EKG MACHINE	SW BROOKHAVEN HLTH CTR-PATCHOG			4,000.00

WASP Tag	Description	Location	Serial No	Model	Purchase Cost
2900	EKG MACHINE	SW BROOKHAVEN HLTH CTR-PATCHOG			4,000.00
2898	Exam Table - UMF 5140	SW BROOKHAVEN HLTH CTR-PATCHOG	59930	5140	1,600.00
2904	Exam Table - UMF 5140	SW BROOKHAVEN HLTH CTR-PATCHOG	59930	5140	1,600.00
3011	Exam Table - UMF 5140	SW BROOKHAVEN HLTH CTR-PATCHOG	59930	5140	1,600.00
2901	X Ray Light	SW BROOKHAVEN HLTH CTR-PATCHOG			200.00
2906	X Ray Light	SW BROOKHAVEN HLTH CTR-PATCHOG			200.00
2961	X Ray Light	SW BROOKHAVEN HLTH CTR-PATCHOG			200.00
2965	X Ray Light	SW BROOKHAVEN HLTH CTR-PATCHOG			200.00
3029	X Ray Light	SW BROOKHAVEN HLTH CTR-PATCHOG			200.00
2871	Cryomedics 2400	SW BROOKHAVEN HLTH CTR-PATCHOG	30103	2400	500.00
2911	addressograph - 2000	SW BROOKHAVEN HLTH CTR-PATCHOG	2000005436	2000	500.00
2927	addressograph - 2000	SW BROOKHAVEN HLTH CTR-PATCHOG	2000030990	2000	500.00
2943	addressograph - 2000	SW BROOKHAVEN HLTH CTR-PATCHOG	2000030991	2000	500.00
2970	addressograph - 2000	SW BROOKHAVEN HLTH CTR-PATCHOG	2000030989	2000	500.00
2928	addressograph	SW BROOKHAVEN HLTH CTR-PATCHOG	8600033818	860	500.00
2948	addressograph	SW BROOKHAVEN HLTH CTR-PATCHOG	8600007500	860	500.00
2957	addressograph	SW BROOKHAVEN HLTH CTR-PATCHOG	11484	860	500.00
2968	addressograph	SW BROOKHAVEN HLTH CTR-PATCHOG	8600031172	860	500.00
3001	addressograph	SW BROOKHAVEN HLTH CTR-PATCHOG	8600007501	860	500.00
3036	addressograph	SW BROOKHAVEN HLTH CTR-PATCHOG	9910	860	500.00
3038	addressograph	SW BROOKHAVEN HLTH CTR-PATCHOG	8600007498	860	500.00
2931	EMEVS	SW BROOKHAVEN HLTH CTR-PATCHOG	710887673	3750	817.00
2935	EMEVS	SW BROOKHAVEN HLTH CTR-PATCHOG	207625716	3750	817.00
2944	EMEVS	SW BROOKHAVEN HLTH CTR-PATCHOG	207414246	3750	817.00
2945	EMEVS	SW BROOKHAVEN HLTH CTR-PATCHOG	207432753	3750	817.00
2946	EMEVS	SW BROOKHAVEN HLTH CTR-PATCHOG	207414516	3750	817.00
2950	EMEVS	SW BROOKHAVEN HLTH CTR-PATCHOG	710063806	3750	817.00
2934	Exam Table - UMF 5105	SW BROOKHAVEN HLTH CTR-PATCHOG		5105	1,600.00
2994	Exam Table	SW BROOKHAVEN HLTH CTR-PATCHOG			1,600.00
3003	Exam Table	SW BROOKHAVEN HLTH CTR-PATCHOG			1,600.00
3024	Exam Table	SW BROOKHAVEN HLTH CTR-PATCHOG			1,600.00
3039	Exam Table	SW BROOKHAVEN HLTH CTR-PATCHOG			1,600.00
3017	infant scale/table	SW BROOKHAVEN HLTH CTR-PATCHOG		0	2,932.00
3031	EMEVS	SW BROOKHAVEN HLTH CTR-PATCHOG		3750	817.00
3030	EMEVS	SW BROOKHAVEN HLTH CTR-PATCHOG	710275841	3750	817.00
3034	microscope	SW BROOKHAVEN HLTH CTR-PATCHOG	149263		500.00
3032	Exam Table - 100	SW BROOKHAVEN HLTH CTR-PATCHOG	CD018220	10-024	1,600.00
3042	SHREDDER - GBC	SW BROOKHAVEN HLTH CTR-PATCHOG	RK14391	6550	500.00
3054	refrigerator - RTF	SW BROOKHAVEN HLTH CTR-PATCHOG	67116	HC-20HTTG	4,500.00

WASP Tag	Description	Location	Serial No	Model	Purchase Cost
2955	Insurance swipe	SW BROOKHAVEN HLTH CTR-PATCHOG	207497244	3200SE	817.00
2966	SHREDDER - GBC	SW BROOKHAVEN HLTH CTR-PATCHOG	QPI2246	6550	1,000.00
2988	AutoClave - RITTER - 001	SW BROOKHAVEN HLTH CTR-PATCHOG	DM028818	M9-001	1,800.00
2958	vein doppler	SW BROOKHAVEN HLTH CTR-PATCHOG		470	5,000.00
2964	Blood drawing chair	SW BROOKHAVEN HLTH CTR-PATCHOG		5r5211	500.00
2963	Blood drawing chair	SW BROOKHAVEN HLTH CTR-PATCHOG		5r5211	500.00
120037	THERMAL PRINTER	SW BROOKHAVEN HLTH CTR-PATCHOG	2.37E+15		523.17
120040	THERMAL PRINTER	SW BROOKHAVEN HLTH CTR-PATCHOG	2.37E+15		523.17

2014 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Requesting Legislative approval of a contract with Hudson River Healthcare, Inc. (HRHCare) for the operation of the South Brookhaven Family Health Center- West and the Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to approve a contract between Suffolk County and Hudson River Healthcare, Inc. for the operation of the South Brookhaven Family Health Center-West as a Federally Qualified Health Center located at 365 East Main Street, Patchogue, New York and the Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley as a Federally Qualified Health Center located at 550 Montauk Highway, Shirley, New York.

SUMMARY OF SPECIAL PROVISIONS: None

JUSTIFICATION: This legislation will provide the County with net savings to their operating expenses by transitioning these Health Centers to a Federally Qualified Health Center (FQHC) managed by HRHCare. HRHCare is a not-for-profit, New York State licensed, Federally Qualified Health Center (FQHC) delivering culturally sensitive, linguistically appropriate, full life cycle primary, preventative, behavioral, and oral healthcare, as well as Family Planning, HIV, TB, and STD services, and other enabling services to medically underserved populations throughout the Hudson Valley and Long Island areas.

FISCAL IMPLICATIONS: The County will realize net savings of $31.5 million over a five year period.

Required Items & Check List
For the Submission of Resolutions

Substance:

✓ Request Letter

✓ Draft Resolution

✓ SEQRA Determination

✓ SCIN 175a

✓ SCIN 175b

✓ e-Copies Sent to CE RESO REVIEW

✓ 4 Hard Copies:
(Deputy CE for IR, Chief Deputy County Executive, Assistant Deputy CE, Director of IR)

Form:

✓ e-Copy with Proper Title

✓ Proper Sponsorship Line

✓ Proper Resolution Format

✓ Numbered Resolved Clauses

✓ Proofread Resolution

JW Preparer's Initials

Background Documentation:

_____ Award Letter (to accept a Grant)

_____ Copy of Grant Agreement (if available)

_____ Required Resolved Clause* (if Grant establishes a position)

✓ Other Background Documentation from County Atty ofc

✓ Memorandum of Support**

If this is a CN Request:

_____ Requesting Letter

_____ Rationale (the "Because Clause")

***RESOLVED**, that nothing contained herein shall be construed as obligating or committing the County of Suffolk to continue the employment of the individuals filling the positions created by this resolution at the conclusion of the grant funding provider for such position created by said Grant.
**New for 2013

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

JAMES L. TOMARKEN, MD, MPH, MBA, MSW
Commissioner

July 22, 2014

Jon Schneider, Deputy County Executive
County Executive's Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to request Legislative approval of a contract with Hudson River Healthcare, Inc. (HRHCare) for the operation of the South Brookhaven Family Health Center- West and the Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley. This legislation is needed to approve a contract between Suffolk County and Hudson River Healthcare, Inc. for the operation of the South Brookhaven Family Health Center-West as a Federally Qualified Health Center located at 365 East Main Street, Patchogue, New York and the Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley as a Federally Qualified Health Center located at 550 Montauk Highway, Shirley, New York.

I have enclosed a financial impact statement and all other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Diane Weyer at 4-0146. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-HRHCare Brkhvn HCs.docx."

Sincerely,

James L. Tomarken, MD, MPH, MBA, MSW
Commissioner

Enclosures

JLT/lw

C: Dennis M. Cohen, Chief Deputy County Executive
Thomas Vaughn, Director of Intragovernmental Relations
Lisa Santeramo, Assistant Deputy County Executive
Barry S. Paul, Deputy Commissioner
Jennifer L. Culp, Assistant to the Commissioner of Health Services
Diane E. Weyer, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

OFFICE OF THE COMMISSIONER
3500 Sunrise Highway, Suite 124, P. O. Box 9006, Great River, NY 11739-9006
Phone (631) 854-0000 Fax (631) 854-0108

1746

Intro. Res. No. -2014 Laid on Table 7/29/2014

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. 2014, APPROVING A SETTLEMENT AGREEMENT RELATING TO THE ASSESSMENT STABILIZATION RESERVE FUND

WHEREAS, there is pending the matter of *Long Island Pine Barrens Society, Inc. et al vs the County of Suffolk* et al under Index # 14-4753; and

WHEREAS, the action challenges, Budget Amendment Resolutions 897-2013 and 898-2013 relating to allocation of funds from the Assessment Stabilization Reserve Fund for general tax relief; and

WHEREAS, it is in the best interest of the County of Suffolk to resolve this matter without further litigation and to enter into the proposed stipulation of settlement as it shall settle all of the above allegations, avoid protracted litigation and avoid the potential for significantly greater financial impact to the County than what has been agreed to herein; now, therefore be it

1st **RESOLVED**, that the execution and delivery on behalf of and in the name of the County by the County Executive, or his designee, of the stipulation of settlement as presented to the members of the Legislature at this meeting in this Resolution is hereby authorized and directed, and the Suffolk County Executive, or his designee, is hereby empowered and directed to execute the stipulation of settlement in the form submitted herewith as Exhibit "A;" 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), (27) and (29), 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 and a civil enforcement proceeding, including a particular course of action specifically required to be undertaken pursuant to a judgment or order. As a Type II action, the Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

1747

Intro. Res. No. -2014 Laid on Table 7/29/14

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2014 APPROVING AND AUTHORIZING A CONTRACT FOR A NICOLLS ROAD ALTERNATIVES ANALYSIS STUDY

WHEREAS, the County of Suffolk, through its Department of Economic Development and Planning, issued a Request for Proposals (RFP) in May 2014, to provide the County with a Nicolls Road Alternatives Analysis Study; and

WHEREAS, the Purchasing Division of the Department of Public Works advertised for these services and received only one response from Parsons Brinckerhoff, Inc., located at One Penn Plaza, New York, NY 10119; and

WHEREAS, an independent evaluation committee will review this response on August 4, 2014 to determine if the County should move forward and enter into a contractual agreement with the provider; and

WHEREAS, Local Law No. 3-1996 requires the County Legislature to approve any contract in excess of $20,000 awarded pursuant to an RFP process in which only one party responds to the County's solicitation of proposals; now, therefore be it

1st **RESOLVED**, that upon receiving two-thirds vote of the County Legislature as required by Local Law No. 3-1996, the County Executive is authorized to execute an agreement with Parsons Brinckerhoff to provide the services outlined with in the Request for Proposal 14011; 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 law constitutes a Type II action pursuant to Section 617.5 (c) 20 and 27 of Title 6 of the New York Code of rules and Regulations (NYCRR) and within the meaning of Section 8-0109 (2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as routine or continuing agency administration and management and the 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 is hereby directed to circulate any appropriate SEQRA notices of non-applicability or non-significance in accordance with this law.

DATED:

APPROVED BY:

Suffolk County Executive
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

APPROVING AND AUTHORIZING A CONTRACT FOR A NICOLLS ROAD ALTERNATIVES ANALYSIS STUDY

3. Purpose of Proposed Legislation

The County of Suffolk, through its Department of Economic Development and Planning, issued a Request for Proposals (RFP) in May 2014, to provide the County with a Nicolls Road Alternatives Analysis Study. Local Law No. 3-1996 requires the County Legislature to approve any contract in excess of $20,000 awarded pursuant to an RFP process in which only one party responds to the County's solicitation of proposals. This resolution authorizes the County to enter into an Agreement with Parsons Brinckerhoff the sole respondent to the above RFP.

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

Federal funds

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

8. Proposed Source of Funding

Federal and/or State funds available from the Federal Highway Administration for this project, identified as PIN 070632 (formerly PIN No. OT2425), under the Federal Highway Administration (FHWA) funding, with a share allocation of eighty percent (80%) Federal funds and twenty percent (20%) County funds as detailed in IR 1576, copy attached.

9. Timing of Impact

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Carolyn E. Fahey Intergovernmental Relations Coordinator	Carolyn E. Fahey	7/28/14

SCIN FORM 175b (10/95)

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT
DEPARTMENT OF ECONOMIC DEVELOPMENT & PLANNING

TITLE OF BILL:

APPROVING AND AUTHORIZING A CONTRACT FOR A NICOLLS ROAD ALTERNATIVES ANALYSIS STUDY

PURPOSE OR GENERAL IDEA OF BILL:

To authorize the County Executive to enter into an Agreement with Parsons Brinckerhoff to provide the Nicolls Road Alternatives Analysis Study.

SUMMARY OF SPECIFIC PROVISIONS:

The County advertised RFP 14011 on May 22, 2014. A consulting team led by Parsons Brinckerhoff (PB) submitted the sole proposal for this study. An RFP evaluation committee meeting is scheduled for August 4, 2014, to review and score PB's proposal. This resolution will allow the County to award the contract for the Nicolls Road Alternatives Analysis to Parsons Brinckerhoff if recommended by the evaluation committee.

JUSTIFICATION:

Local Law No. 3-1996 requires the County Legislature to approve any contract in excess of $20,000 awarded pursuant to an RFP process in which only one party responds to the County's solicitation of proposals.

FISCAL IMPLICATIONS:

None

COUNTY OF SUFFOLK

OFFICE OF THE COUNTY EXECUTIVE

Steven Bellone
SUFFOLK COUNTY EXECUTIVE

Joanne Minieri
Deputy County Executive and Commissioner

Department of
Economic Development and Planning

MEMORANDUM

TO: Jon Schneider, Deputy County Executive
Office of the County Executive

FROM: Carolyn E. Fahey, Intergovernmental Relations Coordinator
Department of Economic Development and Planning

DATE: July 29, 2014

SUBJECT: **RESOLUTION APPROVING AND AUTHORIZING A CONTRACT FOR A NICOLLS ROAD ALTERNATIVE ANALYSIS STUDY**

****

The Department of Economic Development and Planning requests the submittal of the attached resolution authorizing the County to enter into an Agreement with Parsons Brinckerhoff to provide the County with a Nicolls Road Alternatives Analysis Study. The Request for Proposals #14011 resulted in one response. Local Law No. 3-1996 requires the County Legislature to approve any contract in excess of $20,000 awarded pursuant to an RFP process in which only one party responds to the County's solicitation of proposals. The Evaluation Committee will meet on August 4th to officially review the proposal. In an effort to expedite the Legislative approval process we are asking that is draft resolution be Laid on the Table at the July 29, 2014 meeting.

Attached please find the draft resolution and the required documentation. Electronic copies have been filed as required.

Thank you.

Attachments

cc: Dennis Cohen, Chief Deputy County Executive
Joanne Minieri, Deputy County Executive and Commissioner
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations
Lou Bekofsky, Senior Project Manager

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 Planning H. Lee Dennison Bldg. -- 11th Floor Hauppauge	Carolyn E. Fahey Intergovernmental Relations Coordinator (631) 853-4833

Suggestion Involves:

Technical Amendment_____

Grant Award _____

New Program _____

Contract: New _____Rev. _____

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

The County of Suffolk, through its Department of Economic Development and Planning, issued a Request for Proposals (RFP) in May 2014, to provide the County with a Nicolls Road Alternative Analysis Study. Local Law No. 3-1996 requires the County Legislature to approve any contract in excess of $20,000 awarded pursuant to an RFP process in which only one party responds to the County's solicitation of proposals.

This resolution authorizes the County to enter into an Agreement with Parsons Brinckerhoff the sole respondent to the above RFP.

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

1748

Intro. Res. No. -2014 Laid on Table 7/29/14

Introduced by Legislators McCaffrey and Browning

RESOLUTION NO. - 2014, ADOPTING LOCAL LAW NO. -2014, A LOCAL LAW TO CLARIFY COLLECTIVE BARGAINING REQUIREMENTS FOR COUNTY CONTRACTORS

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2014, a proposed local law entitled, "**A LOCAL LAW TO CLARIFY COLLECTIVE BARGAINING REQUIREMENTS FOR COUNTY CONTRACTORS**" now, therefore, be it

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

LOCAL LAW NO. -2014, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW TO CLARIFY COLLECTIVE BARGAINING REQUIREMENTS FOR COUNTY CONTRACTORS

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 spends tens of millions of dollars each year to contract for the purchase of goods, services and public works that benefit Suffolk County residents.

This Legislature also finds that the County of Suffolk enacted Local Law No. 26-2003 to ensure that monies appropriated by the County to purchase goods and services would not be used to promote or deter union organizing.

This Legislature also finds that Local Law No. 26-2003, which is codified at Chapter 803 of the SUFFOLK COUNTY CODE, requires County contractors to adopt non-confrontational policies and procedures for the orderly resolution of their labor disputes.

This Legislature further determines that card check procedures, by which employers agree to recognize a union based on a majority of bargaining unit employees signing authorization cards, are desirable because they help reduce conflict between employers and their workers, improve labor relations and ensure the efficient delivery of goods and services.

This Legislature further finds that in enacting Local Law No. 26-2003, the County Legislature determined that "the County's financial interests are advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes."

This Legislature concludes that Local Law No. 26-2003 needs to be strengthened and clarified to ensure that the law is effectively implemented.

Therefore, the purpose of this local law is to clarify the requirements of Local Law No. 26-2003, to ensure that County contractors utilize non-confrontational procedures to resolve their labor conflicts and thereby ensure that the County's limited financial resources are used efficiently.

Section 2. Amendments.

Chapter 803 of the SUFFOLK COUNTY CODE is hereby amended as follows:

CHAPTER 803. UNION ORGANIZING

Article I. Use of County Resources to Interfere with Collective Bargaining Activities

* * * *

§ 803-6. Implementation.

* * * *

E. Ensure that every contract for the provision of services, which services were provided by County employees immediately prior to such contract, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor accept, at the least, a neutrality agreement and a majority authorization card agreement.

* * * *

Section 3. Applicability.

This law shall apply to contracts entered into by the County of Suffolk 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 its filing in the office of the Secretary of State.

___ Underlining denotes addition of new language

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

s:\laws\l-clarify-collective-bargaining-requirements

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: JULY 29, 2014

TO: CLERK OF THE COUNTY LEGISLATURE

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

PROPOSED LOCAL LAW YEAR 2014

TITLE: I.R. NO. -2014; A LOCAL LAW TO CLARIFY COLLECTIVE BARGAINING REQUIREMENTS FOR COUNTY CONTRACTORS

SPONSOR: LEGISLATORS MCCAFFREY AND BROWNING

DATE OF RECEIPT BY COUNSEL: 7/28/2014 **PUBLIC HEARING:** 9/9/2014

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

This proposed local law would amend Chapter 803 of the SUFFOLK COUNTY CODE ("Union Organizing") to require that the County's service contracts, which involve services that were previously provided and performed by County employees, contain a provision requiring the County contractor[1] to adopt, at a minimum, a neutrality agreement and majority authorization card agreement with its employees.

This law will apply to contracts entered into by the County on or after the effective date of this law.

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

GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\rule28\28-clarify-collective-bargaining-requirements

[1] This law applies to contractors who receive more than $50,000 in County funds for supplying services to the County.

1749

Intro. Res. No. -2014 Laid on Table 7/29/14

Introduced by Presiding Officer Gregory and Legislators Calarco and Lindsay

RESOLUTION NO. -2014, APPOINTING GREGORY T. CASAMENTO AS A MEMBER OF THE SUFFOLK COUNTY INDUSTRIAL DEVELOPMENT AGENCY (IDA)

WHEREAS, Resolution Nos. 1142-1975 and 1245-1975 implemented the creation of the Suffolk County Industrial Development Agency ("IDA") pursuant to Section 991-a of the NEW YORK GENERAL MUNICIPAL LAW and made the initial appointments to that Agency; and

WHEREAS, Section 856 (2) of the NEW YORK GENERAL MUNICIPAL LAW permits the appointment of seven (7) members to said IDA; and

WHEREAS, all such members of the IDA serve at the pleasure of the Suffolk County Legislature; now, therefore be it

RESOLVED, that Steven Rossetti has resigned as a member of the Suffolk County Industrial Development Agency; and be it further

RESOLVED, that Gregory T. Casamento, residing in Dix Hills, New York, is hereby appointed as a member of the Suffolk County Industrial Development Agency (IDA) to replace Steven Rossetti; and be further

RESOLVED, that such member so appointed shall serve at the pleasure of the Suffolk County Legislature; and be it further

RESOLVED, that this resolution shall take effect immediately.

DATED:

EFFECTIVE PURSUANT TO SECTION 2-15 (A) OF THE SUFFOLK COUNTY CHARTER AND SECTION 856 (2) OF THE NEW YORK GENERAL MUNICIPAL LAW

s:\res\r-appt-ida-casamento

Gregory T. Casamento

Partner

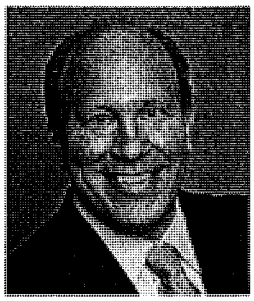
Gregory Casamento is a member of the Firm's Board of Directors, co-chair of the Firm's Business Technology Group and chair of the Firm's Advertising, Marketing & Social Media Section. Greg focuses on business, commercial, advertising, technology and intellectual property litigation and arbitration. As an experienced litigator and trial lawyer, his experience includes litigating antitrust price-fixing class actions, unfair competition, contract, trade secrets, non-compete and restrictive covenants disputes, and technology issues. His practice often results in his seeking or defending against temporary restraining orders and preliminary injunctions on behalf of his clients, resulting in his having a high level of knowledge and experience in this area. Greg has arbitrated in a number of forums on behalf of his clients and qualified as a neutral for the New York State, Commercial Division, Dispute Resolution Program.

Representative Experience

Antitrust

- ***In re Domestic Drywall Antitrust Litigation, MDL No.* 2437:** Presently representing Defendant PABCO Building Products, LLC in a class action price-fixing case against the leading suppliers of drywall in the U.S. The plaintiffs allege that the defendants have violated Section 1 of the Sherman Act by conspiring to fix, raise, maintain, and stabilize prices for drywall. Twenty-one cases are now pending in three different U.S. district courts, and motions have been filed with Judicial Panel on Multidistrict Litigation to consolidate the cases in a single court. Brad Weber and Greg Casamento are the lead lawyers representing our client in this matter.

- ***In re LIBOR-Based Financial Instruments Antitrust Litigation, MDL No. 2262:*** Presently defending a global financial institution in multidistrict class action antitrust litigation against more than 20 banks and financial services companies. The plaintiffs allege that our clients and other international banks violated Section 1 of the Sherman Act and other statutes by conspiring to manipulate the "London Interbank Offered Rate" for two currencies, the U.S. Dollar and Japanese Yen. This multidistrict litigation matter was consolidated in the U.S. District Court for the Southern District of New York. Greg Casamento is one of the lead lawyers for our clients in this litigation.



Three World Financial Center
New York, New York 10281-2101
Direct Dial: (212) 812-8325
Direct Fax: (212) 812-8385
gcasamento@lockelord.com

Practices
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Business Technology
IP Litigation
IP Transactional
Labor & Employment
Trademark, Copyright & Advertising
Advertising, Marketing & Social Media
Trademark, Copyright & Branding
Privacy and Data Security
TCPA Class Action Litigation
Financial Regulatory Reform Group

Education
Command & Staff Diploma, Naval War College, 2000

J.D., Boston University, 1996
Paul J. Liacos Scholar
Managing Editor, *Boston University International Law Journal*

B.S.B.A., Boston University, 1992
Full wrestling scholarship
Dean's List

Bar Admissions
New York, 1998
Massachusetts, 1997
U.S. Supreme Court

Court Admissions
U.S. District Court for the Eastern District of New York, 2001

U.S. District Court for the Southern District of New York, 2001
U.S. Court of Appeals for the Armed Forces, 2002

TRO/Preliminary Injunctions/Restrictive Covenants

- NYCB v. Pourro and Murphy, Sup. Ct. Nassau County, NY.
- Defended bank executives from TRO/Preliminary Injunction action brought by clients' former employer alleging breach of restrictive covenants. Obtained award of attorneys' fees in subsequent related action.
- BMC Software v. Sharpe. Sup. Ct. New York County, NY. Represented BMC Software in a dispute involving the breach of restrictive covenants and the theft of trade secrets by one of BMC's former New York sales representatives.
- U-Haul v. Universal, Sup. Ct. N.Y. Co. Obtained a TRO on behalf of U-Haul effectively shutting down Universal's business operations thereby forcing a settlement, and obtained a six-figure judgment for the client that resulted in the closure of six competing truck rental locations and a six figure settlement.

Contract

- *Unity Management and Decter v. Select Ins. Co.*, Sup. Ct. N.Y. Co. Obtained dismissal of claims seeking coverage ($2.83 Million), punitive damages and attorney's fees under an investment advisors insurance policy by the insured company and one of its directors.

Administrative Proceedings

- New York State Dept. of Insurance. Representation of clients before the Department of Insurance on licensing and related issues.
- Secretary of Labor v. U-Haul, OSHRC. Litigated 9 OSHA citations (repeat, serious and other classifications) and the corresponding fines, which were all resolved through a settlement agreement dismissing three citations, reclassifying three serious citations to other, and reducing the total fine paid by his client by over 95%.
- SEC Investigations. Represented parties in several SEC Investigations.

Reported Decisions

- *Honkala v. U-Haul*, 2002 N.Y. Slip Op. 09407
- *HSBC Bank USA, N.A. v. A.T.A Constr. Corp.*, 2009 U.S. Dist. LEXIS 43928; 69 U.C.C. Rep. Serv. 2d (Callaghan) 515 (E.D.N.Y. 2009)
- *Care Comm, Inc. v. PBM Prods.*, 2007 U.S. Dist. LEXIS 19812 (W.D.Ky. 2007)

- *Riverside Mktg., LLC v. SignatureCard, Inc.*, 425 F. Supp. 2d 523 (S.D.N.Y. 2006)

Professional History

- Partner, Locke Lord LLP
- Member, Locke Lord LLP Board of Directors
- U.S. Navy, JAGC (1996 - 2000)

Professional Affiliations and Awards

- Member, Association of the Bar of the City of New York
- Member, New York State Bar Association, Federal and Commercial Litigation Section, Intellectual Property Section
- Member, South Jersey Wrestling Hall of Fame
- Neutral, New York Supreme Court, Commercial Division Mediation Program
- Member, International Trademark Association (INTA)

Publications & Presentations

Publications

- Contributor, "TCA's AdMark Buzz," Locke Lord LLP
- Co-Author, "Locke Lord QuickStudy: FTC Updated Dot Com Disclosure Guide - How to Make Your Website, Mobile Apps, Social Media and Online Media Comply," Locke Lord (April 8, 2013)
- Co-Author, "Law360 Expert Analysis: Elements Of A Takedown Notice After Viacom V. YouTube, Law360 (July 18, 2012)
- Co-Author, "Locke Lord QuickStudy: Court Enforces Life Insurance Beneficiary Change Using Electronic Signature Process," Locke Lord (June 20, 2012)
- Co-Author, "Locke Lord QuickStudy: New Risks the DMCA Safe Harbor Does Not Always Apply Online," Locke Lord (May 22, 2012)
- Co-Author, "Locke Lord QuickStudy: The Status of Cell Phone as Carcinogens Litigations," Locke Lord (February 8, 2012)
- Co-Author, "Locke Lord QuickStudy: Adopting Zubulake, New York Appellate Court Upholds Sanctions for Spoliation of E-Mail," Locke Lord (February 1, 2012)
- Co-Author, "Locke Lord QuickStudy: Court Rules Website Operator Not Liable Without Specific Knowledge of Copyright Infringement," Locke Lord (January 25, 2012)
- Contributor, "Legal Strategies in Social Media," Locke Lord Brochure (January 24, 2012)
- Co-Author, "Locke Lord QuickStudy: Social Media Site Ownership -

Who Controls Your Account?," Locke Lord (January 23, 2012)

- Co-Author, "Locke Lord QuickStudy: NAD Approves Using Promotion to Increase Facebook "Likes" For Marketing," Locke Lord (December 14, 2011)
- Co-Author, "Locke Lord QuickStudy: Scope Broadens for Regulation of Online Data Collection for Behavioral Advertising," Locke Lord (December 13, 2011)
- Co-Author, "Locke Lord QuickStudy: Congressmen Ask FTC to Investigate Secret Use of Supercookies for Behavioral Advertising," Locke Lord (November 30, 2011)
- Presenter, "Locke Lord: Your Social Media Professionals," Locke Lord (November 2011)
- Co-Author, "Locke Lord QuickStudy: Think Your Ad or Package Claims Have Adequate Substantiation?," Locke Lord (October 24, 2011)
- Co-Author, "Locke Lord QuickStudy: FTC Considers Updating Online Advertising Guide," Locke Lord (June 21, 2011)
- Co-Author, "Locke Lord QuickStudy: Barwick v. GEICO," Locke Lord (April 13, 2011)
- Co-Author, "Locke Lord's QuickStudy: The New York Wage Theft Prevention Act," Locke Lord (March 16, 2011)
- Contributor, "Brochure: eMatters," Locke Lord (February 7, 2011)
- Contributor, "Looking Ahead 2011: Technology," Locke Lord (January 26, 2011)
- Contributor, "Looking Ahead 2011: Trademark, Copyright and Advertising," Locke Lord (January 26, 2011)
- Client Alert: FTC Unveils Proposed New Guides for Environmental Marketing Claims, (October 13, 2010)
- Co-Author, "Client Alert: SMS "Text Message" Advertisers Beware," Locke Lord (June 10, 2010)
- Co-Author, "Client Alert: FTC Extends Deadline for Identity Theft Red Flags Rule Until December 31, 2010," Locke Lord (June 2, 2010)
- Co-Author, "Enhancing the Admissibility and Enforceability of Electronically Signed Documents," Bloomberg Law Reports (December 14, 2009)
- Co-Author, "Client Alert: Sellers and Buyers of Wholesale Petroleum Products Beware: Newly Effective FTC Energy Market Manipulation Rule Creates Potential Liability," Locke Lord (November 5, 2009)
- Client Alert: New FTC Guidelines - "Results May Vary," Social Media Marketing and Celebrity Endorsements, (October 15, 2009)

1750

Intro. Res. No. -2014 Laid on Table 7/29/14

Introduced by Legislator Schneiderman

RESOLUTION NO. -2014, SALE OF COUNTY-OWNED REAL ESTATE PURSUANT TO SECTION 72-h OF THE GENERAL MUNICIPAL LAW (TOWN OF SOUTHAMPTON) (S.C.T.M. # 0900-123.00-02.00-017.002)

WHEREAS, the COUNTY OF SUFFOLK is the fee owner of a parcel in the Town of Southampton, Tax Map # 0900-123.00-02.00-017.002, which is surplus to the County's needs; and

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

WHEREAS, the trustees of the Freeholders and Commonalty of the Town of Southampton ("Southampton Trustees") has requested that the County of Suffolk convey to the town the subject 4.2 acre parcel; and therefore be it

1st **RESOLVED**, that the Director of Real Estate, and/or her designee, hereby is authorized to execute and acknowledge a Quitclaim deed to transfer the interest of Suffolk County in the above described property and on the terms and conditions as hereinafter described to the Town of Southampton Trustees for the sum of $41,412.28, and be it further

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

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

4th **RESOLVED**, this Legislature, being the State Environmental Quality Review Act (SEQRA) Lead Agency, hereby finds and determines that adoption of this law is not an action within the meaning of the State Environmental Quality Review Act and the regulations adopted thereto. See 6 N.Y.C.R.R. Section 617.2(b) (2). The Legislature further finds and determines that even if the adoption of the local law is an action within the meaning of SEQRA, the adoption of the law is a Type II action constituting a legislative decision in connection with routine or continuing agency administration and management, not including new programs or major reordering of priority. See 6 N.Y.C.R.R. Sections 617.13(d) (15) and (21). As a Type II action, the Legislature has no further responsibilities under SEQRA 6 N.Y.C.R.R. Section 617.5(a) (1).

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-72-h southampton

1751

Intro. Res. No. - 2014 Laid on Table 7/29/2014
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. -2014, AUTHORIZING A LEASE AGREEMENT FOR USE OF COUNTY PREMISES LOCATED AT 550 MONTAUK HIGHWAY & DORSETT PLACE, SHIRLEY, NEW YORK BY HUDSON RIVER HEALTHCARE, INC. (HRHCare)

WHEREAS, on October 31, 2013 a Request for Proposals (RFP) Waiver was approved for the Department of Health Services to enter into a contractual agreement with Hudson River Healthcare, Inc. (HRHCare) for administrative, management and primary health care services at County-operated centers, including the Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley; and

WHEREAS, HRHCare, a not-for-profit, New York State licensed, Federally Qualified Health Center (FQHC) delivering culturally sensitive, linguistically appropriate, full life cycle primary, preventative, behavioral, and oral healthcare, as well as Family Planning, HIV, TB, and STD services, and other enabling services to medically underserved populations throughout the Hudson Valley and Long Island areas is the only FQHC currently operating in Suffolk County; and

WHEREAS, the transition of the Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley to a FQHC operated by HRHCare shall maintain continuity of care to patients and will expand services in compliance with FQHC program requirements; and

WHEREAS, HRHCare has expressed its desire to enter into a lease agreement with the County for the use of the premises located at 550 Montauk Highway & Dorsett Place, Shirley, New York to enable HRHCare to operate without a loss in accordance with federal requirements and to facilitate the seamless transition of the Health Center; and

WHEREAS, said lease shall be for a duration of fifteen (15) years commencing on or about November 17, 2014 in exchange for the in-kind health care services that HRHCare provides to the County's underserved populations; and

WHEREAS, the Space Management Steering Committee has reviewed this application and recommended the approval of a Lease at its July meeting; now, therefore, be it

1ST **RESOLVED,** that this Legislature, being the State Environment 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) 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; and be it further

2ND **RESOLVED,** that the County Executive be and hereby is authorized to execute a lease agreement for fifteen (15) years in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed hereto.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

DATE:

1751

LEASE AGREEMENT

COUNTY OF SUFFOLK

Landlord

and

HUDSON RIVER HEALTHCARE, INC.

Tenant

Date for Reference Purposes: September 1, 2014

The Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley
550 Montauk Highway & Dorsett Place, Shirley, NY 11967

TABLE OF CONTENTS

SECTION 1: DESCRIPTION
SECTION 2: PURPOSE
SECTION 3: TERM
SECTION 4: RENT
SECTION 5: REAL ESTATE TAXES
SECTION 6: UTILITIES
SECTION 7: CONDITIONS OF PREMISES AND PRIOR ACCESS
SECTION 8: NO WARRANTIES
SECTION 9: CARE AND REPAIR OF PREMISES BY HRH
SECTION 10: HRH'S SERVICES OBLIGATIONS
SECTION 11: ALTERATIONS
SECTION 12: RIGHT OF ENTRY-INSPECTION
SECTION 13: LIENS
SECTION 14: CARE OF PREMISES BY COUNTY
SECTION 15: PREVAILING WAGE
SECTION 16: LAWFUL HIRING
SECTION 17: INSURANCE
SECTION 18: INDEMNIFICATION
SECTION 19: SIGNS
SECTION 20: DAMAGE TO PREMISES
SECTION 21: ASSIGNMENT AND SUBLETTING
SECTION 22: DEFAULT REMEDIES/DAMAGES
SECTION 23: INTENTIONALLY OMITTED
SECTION 24: NOTICES
SECTION 25: NO COUNTY LIABILITY FOR HRH'S FAILURE
SECTION 26: SURRENDER OF PREMISES; HOLDOVER
SECTION 27: USE OF THE ROOF
SECTION 28: ENVIRONMENTAL RESPONSIBILITIES
SECTION 29: SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS
SECTION 30: PARAGRAPH HEADINGS
SECTION 31: QUIET ENJOYMENT
SECTION 32: MISCELLANEOUS
SECTION 33: NO REPRESENTATIONS

SECTION 34: NO WAIVER; ORAL CHANGES

SECTION 35: GOVERNING LAW

SECTION 36: COOPERATION ON CLAIMS

SECTION 37: NOT A CO PARTNERSHIP OR JOINT VENTURE

SECTION 38: BROKER

SECTION 39: CERTIFICATION

SECTION 40: SUCCESSORS BOUND

SECTION 41: COUNTY REPRESENTATIVES

SECTION 42: INDEPENDENT CONTRACTOR

SECTION 43: EXECUTION BY HRH

SECTION 44: EXECUTION BY COUNTY

SECTION 45: SEVERABILITY

SECTION 46: INTERPRETATION

EXHIBIT A - BUILDING PLAN

EXHIBIT B - SUMMARY OF RESPONSIBILITIES

EXHIBIT C - SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

EXHIBIT D – ITEMS TO BE REMOVED BY COUNTY

LEASE BETWEEN COUNTY OF SUFFOLK AND HUDSON RIVER HEALTHCARE, INC.

THIS LEASE ("**Lease**") is made as of the day of , 2014, between 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 PUBLIC WORKS** ("**Department**"), located at 335 Yaphank Avenue, Yaphank, New York 11980 on behalf of the **DEPARTMENT OF HEALTH SERVICES** ("**DHS**"), located at 3500 Sunrise Highway, Suite 124, P.O. Box 9006, Great River, New York 11739-9006, and **HUDSON RIVER HEALTHCARE, INC.** ("**HRH**"), a New York not for profit corporation licensed to operate under Article 28 of the New York Public Health Law with a principal office at 1200 Brown Street, Peekskill, New York 10566. The County and HRH may collectively be referred to as the "**Parties**" and each, individually, as a "**Party**."

W I T N E S S E T H:

WHEREAS, the County has selected HRH, to establish, maintain, and operate a Federally Qualified Health Center ("**FQHC**") at the Marilyn Shellabarger South Brookhaven Family Health Center East at Shirley, 550 Montauk Highway & Dorsett Place, Shirley, NY 11967 (the "**Premises**") as part of a plan to provide better and more comprehensive care to residents in the area with less net cost to the County. An FQHC receives federal grant support from the Health Resources Services Administration within the United States Department of Health and Human Services pursuant to Section 330 of the Public Service Act;

NOW THEREFORE, the County and HRH, in consideration of the mutual covenants contained herein hereby enter into this Lease upon the terms, covenants, and conditions set forth below.

SECTION 1. DESCRIPTION

Section 1.01 County hereby leases to HRH the Premises including, without limitation, the entire building located at 550 Montauk Highway & Dorsett Place, Shirley, NY 11967, known as the Marilyn Shellabarger South Brookhaven Family Health Center East Shirley, together with all related facilities, improvements, and permanent installations constructed and installed or to be constructed and installed therein and used in the operation of the Marilyn Shellabarger South Brookhaven Family Health Center East Shirley, and further identified as a portion of:

S.C. Tax Map No.	Dist.	Sect.	Blk	Lot
	0200			

Section 1.02 HRH agrees to allow the County to use approximately square feet of office space located at the Premises, at no cost to the County, to be used for County staff and equipment to operate the Women, Infants and Children's ("**WIC**") Nutrition Program at this location, as shown on the floor plan attached hereto as **Exhibit A,** or as otherwise mutually agreed to by the Parties (the "**County Reserved Space**"), together with such areas of the Premises as may be designated by HRH for the shared common use of both HRH and the County including, without limitation, parking areas, bathrooms, access ways and kitchen areas (collectively, the "**Shared Space**"). The County Reserved Space is accepted by the County in its present, "AS IS" condition on the date of this Lease. The County agrees to abide by the reasonable rules and regulations from time to time established by HRH concerning the use of the Shared Space relating to days and hours of operations, access, parking, security and other similar matters that require coordination between HRH and the County. In no event shall HRH be responsible for maintenance, repair and/or janitorial service in respect of the County Reserved Space to the extent any such maintenance,

repair and/or janitorial service is required as a result of the County's misuse of the County Reserved Space and, in such event, the County shall be responsible at its sole cost and expense for any such maintenance, repair and/or janitorial service. In no event shall HRH's obligation for maintenance and/or repair of the County Reserved Space exceed HRH's obligation for maintenance and/or repair of the balance of the Premises as in this Lease provided.

SECTION 2. PURPOSE

Section 2.01 The Parties hereto acknowledge that the County is a municipal corporation and is entering into and executing this Lease by virtue of the authority of Suffolk County Resolution No. _____-2014, dated the ____ day of _____, 2014 (the "**Resolution**"), that the Resolution is incorporated herein by reference, and further that HRH has examined the Resolution. HRH acknowledges and agrees to use the Premises (with the exception of the County Reserved Space) for the sole purpose of establishing and operating an FQHC (the "**Permitted Use**").

Section 2.02 HRH shall not use, occupy, maintain or operate the Premises, nor suffer or permit the Premises or any part thereof (with the exception of the County Reserved Space and the County Communications Equipment) 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 (with the exception of the County Reserved Space and the County Communications Equipment), 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 recorded as of the date of this Lease and 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, (e) cause physical damage to the Premises or any part thereof, beyond normal wear and tear of the Premises, to the extent such damage could reasonably have been anticipated and is not repaired in accordance with the terms of this Lease, (f) permit the excess accumulation of waste or refuse matter above that accumulated in the permitted use of the Premises (g) constitute a public or private nuisance.

For the purpose of this Lease and all agreements supplemental to this Lease, the term "**Legal Requirements**" shall mean all 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.

Section 2.03 The Premises are owned by the County of Suffolk and are operated as a center for health care services for the benefit of the public and in furtherance of health service goals, and as such, are under the exclusive jurisdictional control (subject to SEQR and NYS Environmental Conservation Law and related codes, rules and regulations) of the County, regardless of whether the County, a County contractor or a private entity is providing those health care services. The County is responsible for conducting all reviews and inspections and for the issuance of all approvals and permits in connection with the construction of capital improvements on County properties including, without limitation, the Premises.

Section 2.04 HRH agrees to protect, defend, indemnify and forever save and keep harmless the County, its agents, servants, officials, and employees from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any such violation or breach of Legal Requirements occasioned by any act, neglect or omission of the HRH, its employees, servants, agents or volunteers in connection with this Lease and/or use of the Premises.

Anything contained herein to the contrary notwithstanding, in no event shall HRH be required to provide indemnification in respect of any matter for which indemnification is provided under this Section 2 to the extent relating to or arising out of the misconduct, omissions, or negligence of the County, its agents, servants, officials, and employees.

Section 2.05 HRH shall, at its sole cost and expense, duly procure and thereafter maintain throughout the term any and all required governmental licenses, permits and/or certificates required for the proper and lawful conduct in the Premises of an Article 28 licensed facility pursuant to New York State Public Health Law and a FQHC.

Section 2.06 Notwithstanding anything to the contrary set forth in this Section 2, the County represents and warrants to and for the benefit of HRH, as follows: (i) there are no Legal Requirements that would limit the use and occupancy of the Premises for the Permitted Use, the instruments recorded against the Premises, if any, do not and will not impose any affirmative obligation on HRH, and all approvals which may be required pursuant to any such recorded instruments have been obtained; (ii) the Premises may, throughout the term of this Lease, be used and occupied by HRH for the Permitted Use; (iii) all work heretofore performed in respect of the Premises was performed in accordance with (or to the standards mandated by) Legal Requirements; (iv) the Premises were constructed in accordance with applicable requirements of the Americans with Disabilities Act and, with the exception of compliance with the Americans with Disabilities Act, the Premises presently comply with all Legal Requirements; and (v) all utilities and systems serving the Premises are in good working order as of the Commencement Date.

SECTION 3. TERM

Section 3.01 The term of this Lease ("**Term**") and HRH's obligations hereunder shall commence on or about 2014, on the date that is one (1) day after the date on which the County delivers possession of the Premises for use by HRH in connection with the operation of a health center (the "Commencement Date"), and subject to the condition that the County and HRH shall have entered into a separate Community Benefit Grant Contract with the County, relating to operations at the Premises for the first five (5) years of the Term.

Section 3.02 The Term shall expire on , 2029 ("**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, then this Lease shall end on the next preceding Business Day.

For the purposes of this Lease and all agreements supplemental to this Lease, the term "Business Days" 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 4. RENT

Section 4.01 HRH agrees to provide to the County in-kind consideration in the form of establishment, maintenance and operation of an Article 28 licensed facility pursuant to New York State Public Health Law and a FQHC on the Premises. With the exception of Miscellaneous Amounts, no other rent shall be paid by HRH during the Term, except as expressly otherwise provided in this Lease.

Section 4.02 It is understood by the parties that HRH will be operating the Premises as a Health Center pursuant to Article 28 of the New York Public Health Law and is a FQHC pursuant to Section 330 of the Public Health Service Act pursuant to a contract with the County. In the event of

a default under that contract by HRH that results in a termination of that contract or in the event that contract is terminated irrespective of any action by HRH, HRH may terminate this Lease on written notice to the County or continue to operate the Health Center. In the event the termination of the contract was due to HRH's default, or in the event HRH ceases its operation of the Premises as an Article 28 licensed facility pursuant to New York State Public Health Law and as an FQHC at any time after the expiration of the contract, HRH shall, in the event it determines to continue to occupy the Premises in accordance with this Lease, pay to the County the Fair Market Rental Value, as defined in *Section 4.03*, of the Premises, as determined by the County. In the event HRH elects to terminate this Lease in accordance with this *Section 4.02*, this Lease shall terminate on the date therefor set forth in HRH's notice and, thereafter, neither party shall have any further obligation under this Lease, except as herein expressly set forth to the contrary.

Section 4.03 **a.** For purposes of this Lease "**Fair Market Rental Value**" means the fixed rent that a willing lessee would pay and a willing lessor would accept for the Premises for the balance of the Term, determined as of the date that is immediately prior to an election by HRH, pursuant to *Section 4.02* above, to continue to occupy the Premises, taking into account all reasonably relevant factors. In the event that HRH does not agree on the Fair Market Rental Value determined by the County's Appraiser (as hereinafter defined) within fifteen (15) days of receipt of notice of such Fair Market Rental Value, then HRH may appoint an Appraiser and shall notify the County in writing of the name and address of the Appraiser so chosen. For purposes of this Lease, "**Appraiser**" shall mean a licensed M.A.I. Appraiser doing business in Suffolk County and having not less than ten (10) years of active experience as a real estate appraiser of commercial property in Suffolk County.

b. The Appraiser so chosen shall prepare a written appraisal setting forth such Appraiser's determination of the Fair Market Rental Value and provide such Appraiser's written determination of Fair Market Rental Value to the County within thirty (30) days. If the Appraiser does not timely submit its determination, then the Fair Market Rental Value as determined by the County's Appraiser shall be conclusive and binding upon HRH.

c. The Fair Market Rental Value specified by County's Appraiser shall herein be called "**County's Submitted Value**" and the Fair Market Rental Value specified by HRH's Appraiser shall herein be called "**HRH's Submitted Value**." If the higher determination of the Fair Market Rental Value is not more than one hundred five percent (105%) of the lower determination of the Fair Market Rental Value, then the County's Submitted Value shall be deemed to be the Fair Market Rental Value. If, however, the higher determination is more than one hundred five percent (105%) of the lower determination, then within ten (10) Business Days after the date the Appraiser submitted its Fair Market Rental Value determination, the County and HRH shall together appoint an Appraiser (the "**Final Appraiser**"). If the parties do not so agree within such ten (10) Business Day period, then either party, on behalf of both and on notice to the other, may request such appointment by the Suffolk County office of the American Arbitration Association (or any successor organization thereto; the "**AAA**") in accordance with its rules then prevailing or if the AAA shall fail to appoint said Final Appraiser within fifteen (15) Business Days after such request is made, then either party may apply, on notice to the other, to the Supreme Court, Suffolk County, New York (or any other court having jurisdiction and exercising functions similar to those now exercised by said Court) for the appointment of such Final Appraiser. Within ten (10) Business Days after the appointment of such Final Appraiser, the County and HRH shall submit their respective Submitted Values to such Final

Appraiser. Such Final Appraiser shall, within fifteen (15) Business Days after the end of such ten (10) Business Day period, select either County's Submitted Value or Lessee's Submitted Value as the Fair Market Rental Value and send copies of his or her determination promptly to both County and HRH specifying whether County's Submitted Value or HRH's Submitted Value shall be the Fair Market Rental Value, and such determination of such third Appraiser shall be conclusive and binding on County and HRH.

d. The Appraisers shall not have the authority to amend, modify, or rescind this Lease or any of the terms, covenants or conditions hereof and shall not have the authority to extend the time limits established in this Lease for the determination of any question in dispute.

e. Each party shall pay the fees and expenses of the original Appraiser appointed by or on behalf of such party; and the fees and expenses of the Final Appraiser, if any, shall be borne equally by both parties.

f. In the event that HRH does not agree on the Fair Market Rental Value first determined by the County, then pending determination thereof or resolution of any such dispute with respect thereto, HRH shall pay as Annual Rent an amount equal to the average of County's Submitted Value and HRH's Submitted Value and when the determination has been made, an appropriate retroactive adjustment shall be made: Overpayments shall be paid by County to HRH and underpayments shall be paid by HRH to County, within thirty (30) days after such determination.

Section 4.04 Any miscellaneous sums, charges, fees, expenses, or amounts ("**Miscellaneous Amounts**") payable by HRH to the County pursuant to the provisions of this Lease shall be payable by HRH to the County within thirty (30) days after the County gives HRH written notice that such payment is due. The County shall have the same rights against HRH for default in the payment of such Miscellaneous Amounts as for default in the payment of rent.

Section 4.05 HRH understands and agrees that, in the event the Lease is terminated HRH 's obligation to pay any Miscellaneous Amounts due the County, through the date of termination shall survive such termination of the Lease and shall remain in full force and effect until the Miscellaneous Amounts are paid. HRH hereby specifically acknowledges that neither the survival of the obligation with respect to any such amounts nor any other provision of this Lease shall grant or shall be deemed to grant any rights whatsoever to HRH to have the term of the Lease extended for any period beyond the end of the term as provided in **Section 3**, or affect in any way the County's right to terminate the Lease under **Section 22** hereof.

Section 4.06 Should HRH neglect to pay any charges for services supplied by the County (if any) pursuant to the terms of this Lease (and which HRH is obligated to pay under this Lease) when the same become due and payable, then the amount of said charges shall forthwith become, and shall under all circumstances and conditions be considered and be collectible as if the same were rent.

Section 4.07 HRH shall pay Miscellaneous Amounts without set-off, abatement, deductions, defense or claims, except as specifically set forth herein, to the County at the County's address set forth herein or at such other place as the County may designate in writing, in lawful currency of the United States of America. All remittances shall be made payable to **"Suffolk County Treasurer's Office."**

SECTION 5. REAL ESTATE TAXES

In no event shall HRH be required to pay any real property taxes, assessments, or Payments In Lieu of Taxes ("PILOTS") which may be lawfully levied against the Premises or any improvements placed thereon or HRH's occupancy or use of the Premises.

SECTION 6. UTILITIES

Section 6.01 All costs, fees, and charges for public or private utility services and other services for the Premises during the Term, together with any taxes thereon, shall be contracted for by HRH and shall be paid by HRH directly to the applicable utility company.

Section 6.02 Other services shall be paid as indicated on the "Summary of Responsibilities" annexed as **Exhibit B**.

Section 6.03 The County shall have no liability to HRH 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 HRH's requirements unless due to or resulting from the acts or omissions of the County, its agents, employees and/or contractors. The provisions of this section shall survive the expiration of this Lease.

SECTION 7. CONDITION OF PREMISES AND PRIOR ACCESS

Section 7.01 HRH acknowledges that the County has previously used and occupied the Premises as a health center for a continuous period and that, except as expressly set forth herein to the contrary, HRH hereby accepts the Premises in their "as is" condition. The County shall not be required to perform any work or furnish any materials in connection with the Premises except as provided in this Lease or pursuant to separate written agreement between the Parties. Notwithstanding anything contained in this Lease to the contrary, the County Agrees: (i) to correct latent defects at the Premises as to which HRH notifies the County in writing not later than ninety (90) days after the date of this Lease; and (ii) prior to and as a condition of the Commencement Date, to remove from the Premises the items listed on **Exhibit D** annexed hereto and made a part hereof. For purposes of this Lease, the term "**Latent Defects**" means defects in the construction of the Premises which HRH could not reasonably be expected to discover in its reasonable inspection of the Premises and which materially and adversely affect HRH in its use and operation at the Premises. If at any time HRH receives written notice that it or the Premises is in violation of or has failed to comply with applicable requirements of the Americans with Disabilities Act in respect of any condition existing at the Premises as of the date of this Lease, HRH shall promptly notify the County thereof in writing and the County shall, at its sole cost and expense, thereupon promptly correct such condition to the extent required by the Americans with Disabilities Act.

Section 7.02 Following execution of this Lease, but prior to the Commencement Date, the County hereby grants HRH, its officers, employees, agents, contractors, and subcontractors reasonable access to the Premises during normal business hours, or at such other times as are mutually agreed to in writing by the Parties, to enter the Premises for the purpose of evaluating, monitoring, and analyzing the facility systems, equipment, workflow, staffing support ratios, patient flow and other operational procedures, and to perform such data and wiring improvements necessary to facilitate a seamless transition of services from the County to HRH. HRH shall provide an advance schedule of the dates and times when HRH requires access to the Premises and HRH further agrees to use

reasonable efforts to cause minimal amount of interference with the present use and operation of the Premises.

Section 7.03 Any and all costs and expenses incurred by HRH in connection with its use and operation of the Premises shall be completely borne by, and shall be the sole obligation of HRH, except as otherwise set forth in this Lease to the contrary. In the event HRH fails to occupy the Premises by _____, 2014, HRH shall remove any improvements and/or installations made in anticipation of its occupancy, unless otherwise expressly approved by the County in writing, and shall restore the Premises to its prior condition, at HRH's sole cost and expense.

Section 7.04 HRH will comply with all applicable laws, statutes, regulations, ordinances, or directives of whatsoever nature (collectively the "**Requirements**") with respect to the performance of any work pursuant to this Lease, 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. HRH shall be responsible for proper resolution of any and all governmental violations, objections and/or disputes concerning such work, including any and all costs associated with such violations, objections and/or disputes, including attorney's fees.

Section 7.05 HRH 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 HRH to comply with *Section 7.04* and shall indemnify and save County harmless against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands because of HRH's failure to comply with the foregoing (unless such failure was due to the acts or omissions of the County, its agents, employees and/or contractors), and HRH 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. HRH, 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 HRH to comply with any such Requirement pending such contest, HRH 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 7.06 Any and all patient information which HRH may obtain as a result of its access to the Premises prior to the Commencement Date shall be kept confidential pursuant to the Health Insurance Portability and Accountability Act (**"HIPAA"**) and applicable State and local laws and regulations.

Section 7.07 HRH hereby agrees to hold the County and its respective officers, directors, agents, insurers and employees harmless from any and all liabilities, obligations, damages, penalties, actions, judgments, suits, costs, claims, losses, expenses, including reasonable attorney's fees, or disbursements of any kind and nature whatsoever which may be imposed upon, incurred by, or asserted against the County arising directly or indirectly out of, or in connection with, HRH's access to and use of the Premises prior to the Commencement Date, except to the extent that the losses or damages arise from the County's negligence or misconduct.

Section 7.08 HRH shall assume all liability on account of injury to any persons or entities, or damage to any property arising, directly in indirectly, out of or in connection with or from HRH's intentional acts, negligence, or misuse in connection with the use of the Premises or presence thereon, or the negligence of HRH's agents, employees, contractors, subcontractors, licensees, invitees, personnel, or representatives.

Section 7.09 HRH shall submit a written schedule of activities in a format to be determined by the County, for any and all activities contemplated for prior access, which schedule shall require prior approval by the County. Such approval shall not be unreasonably conditioned, delayed or withheld.

Section 7.10 HRH shall comply with all Legal Requirements affecting the Premises or the use thereof to the extent compliance is required because of HRH's specific use or manner of use of the Premises, or because of HRH's improvement of the Premises. The County shall comply, at the County's sole cost and expense, with any other Legal Requirements affecting the Premises which are mandated uniformly upon the owners of all similarly situated properties.

Section 7.11 Within ninety (90) days after the effective date of this Lease, and to the extent that repairs are necessary to bring the Premises into compliance with building requirements applicable to the occupancy, use and/or operation of the Premises for the Permitted Use pursuant to Legal Requirements, HRH shall identify the proposed repairs and the Legal Requirement necessitating the repair (in each instance, "**Identified Repairs**"). The County agrees to reimburse HRH up to fifty percent (50%) of the costs to be incurred by HRH for such required repairs (the "**County's Reimbursement Obligation**"). In the alternative, upon the mutual written consent of the parties, the County may perform the required repairs and HRH agrees to pay the County an amount representing 50% of the County's costs to perform the work. In no event shall the County's total financial obligation for repairs performed pursuant to this section exceed One Hundred Thousand Dollars ($100,000.00). In the event the County disputes whether an Identified Repair should be included in the County's Reimbursement Obligation, the County shall, not later than fifteen (15) days after HRH notifies the County of any Identified Repair, advise HRH of the County's determination in writing. If the County and HRH are thereafter, within the five (5) day period following the end of the aforementioned fifteen (15) day period, unable to agree as to whether the Identified Repair at issue is to be included in the County's Reimbursement Obligation, either party shall have the right, upon written notice to the other, to require that the matter be referred to an Arbiter (defined below), who shall be mutually selected by the parties within the seven (7) day period following the giving by a party of notice as aforesaid of the requirement that the matter be referred to an Arbiter, failing which either party shall have the right to apply to the American Arbitration Association for the appointment of an Arbiter and the decision of the American Arbitration Association shall be final and binding on the parties. The parties agree to split equally the cost of the Arbiter and any cost to have the American Arbitration Association appoint an Arbiter. For purposes of this Lease, an "**Arbiter**" shall mean any New York State licensed engineer or firm of engineers having not less than ten (10) years of experience in building services engineering and experience working with health centers. .

SECTION 8. <u>NO WARRANTIES BY COUNTY</u>

Section 8.01 HRH acknowledges that, except as otherwise set forth in this Lease, HRH 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 HRH.

SECTION 9. CARE AND REPAIR OF PREMISES BY HRH

Section 9.01 Subject to the provisions of **Section 14** and in accordance with the Summary of Responsibilities, HRH shall make and be responsible, at its sole cost and expense, for all ordinary maintenance and repairs relating to the Premises, regardless of whether or not the need for such repairs occurs as a result of HRH's use, any prior use, the elements or the age of the Premises, including, but not limited to, all equipment or facilities, such as plumbing, heating, ventilating, air conditioning, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, floors, windows, doors, or plate glass (herein, referred to as, "**HRH's Repair Obligation**"). HRH, in keeping the Premises in good order, condition and repair as aforesaid, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by *Section 9.02* below.

Section 9.02 HRH shall, at HRH's sole expense, procure and maintain contracts, with copies to the Suffolk County Department of Public Works, Operations and Maintenance, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) roof covering and drains, and (v) any other equipment, if reasonably required by the County.

Section 9.03 Any maintenance and/or repairs performed by HRH are to be conducted in a good and workmanlike manner. Such maintenance and/or repairs shall be made promptly as and when necessary. All maintenance and/or repairs 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 9.04 On default of HRH in making such maintenance and/or repairs, upon ten (10) days written Notice to HRH, County may, but shall not be required, to make such maintenance and/or repairs for HRH's account. The expenses thereof shall be a cost to HRH, payable in accordance with *Section 4.04* above.

SECTION 10. HRH's SERVICES OBLIGATIONS

Section 10.01 Throughout the entire Term, HRH shall provide administrative, management and primary healthcare services (**"Services"**) at the Marilyn Shellabarger South Brookhaven Family Health Center East, located at the Premises, as more fully set forth below:

a. HRH warrants that it is, and shall remain during the term of this Lease, an Article 28 licensed facility pursuant to New York State Public Health Law and HRH shall notify DHS within one (1) business day of any changes relative to its status as an Article 28 licensed facility.

b. HRH warrants that it is, and shall remain during the term of this Lease, an FQHC that receives federal grant support from the Health Resources Services Administration within the United States Department of Health and Human Services pursuant to Section 330 of the Public Service Act to provide or arrange for the provision of high quality, cost effective community-based comprehensive primary and preventive health care and related services to medically underserved communities and HRH shall immediately notify DHS of any changes relative to its status as an FQHC.

c. HRH agrees that during the Term of this Lease and for the period of time that the HRH is operating the Health Center in the Premises, and unless the parties agree otherwise in writing, HRH shall provide Comprehensive Family Planning and Reproductive Health Care Services (**"Family Planning Services"**). Such services shall include: 1) a screening medical history and physical examination; 2) screening for health risk factors, including cervical cancer, sexually transmitted diseases and HIV/AIDS; 3) disease prevention/health promotion education and counseling; and 4) pre-conceptual counseling.

d. In accordance with applicable laws, including HRH's Board of Directors bylaws and nominating process, HRH agrees that its Board of Directors shall include two (2) Suffolk County residents for the Term of this Lease.

e. HRH shall maintain the name "Marilyn Shellabarger South Brookhaven Family Health Center East" both on the exterior façade of the Premises and on all documents required for operation of the facility. Nothing in this Section shall prohibit HRH from using its own name in addition to "Marilyn Shellabarger South Brookhaven Family Health Center East."

Section 10.02 In years five (5) through twelve (12) of the Term of this Lease, HRH shall be responsible for issuing timely reports in writing, and/or in electronic format, on the status of the operation of the health center on the Premises in a form and manner as may reasonably be requested by DHS including but not limited to copies of annual reports provided by HRH to State and federal entities.

Section 10.03 HRH agrees to provide, at no cost to the County, janitorial services, security service, and such other building services to the extent provided in the Premises in connection with the County Reserved Space, subject nevertheless to *Section 1.02*. HRH further agrees to provide to the County all utility services to the extent used by HRH at the Premises in connection with the County Reserved Space, except telephone and data services, at no cost to the County.

SECTION 11. ALTERATIONS

Section 11.01 HRH shall have the right, during the term of this Lease, to make any "Alterations," "Alterations" meaning any alterations, installations, improvements, additions, or renovations to the Premises or any part or portion thereof, with notice to, but without the prior consent of, the County which are non-structural and do not affect exterior walls, the foundation or roof of the building, or which do not affect or pertain to any plumbing, electrical, heating, ventilation, air-conditioning, mechanical, vertical transport, or other systems and equipment (collectively "**Building Systems**"). HRH may make Alterations that are structural or affect any Building Systems, or that consist of exterior landscaping, fencing or security enhancement, with the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. HRH need not

notify the County, provide plans or obtain the County's consent with respect to Alterations that are decorative or of a cosmetic nature such as, for example, wall coverings, painting, flooring, etc. For purposes of this Lease, the "structural" components of the Premises shall include the foundations, footings, floor slabs, load bearing walls, beams and columns, exterior walls, the roof, site drainage and water and sewer lines.

Section 11.02 HRH shall deliver to the County a copy of the Approved Final Plans and Specifications which show the actual construction for all Alterations made by HRH.

Section 11.03 In addition to, and without limiting the generality of, the provisions of **Section 9**, HRH shall be solely responsible for and shall, to the extent permitted by law, indemnify the County from and against all claims arising out of or relating to any Alteration performed by HRH or HRH's employees, contractors, sub-contractors, agents, or representatives, unless due to or resulting from the acts or omissions of the County, its agents, employees and/or contractors.

Section 11.04 HRH shall, before making any Alterations, at its expense, obtain all permits, approvals and certificates required by any Legal Requirement or Governmental Authority and (upon completion) certificates of final approval thereof and shall promptly deliver to the County duplicates of all such permits, approvals and certificates if same are not issued by the County. HRH agrees to carry, and to cause HRH's contractors and sub-contractors to carry, such workmen's compensation, general liability, personal and property damage and builder's risk insurance as the County may reasonably require in connection with any Alterations.

Section 11.05 All Alterations (excluding HRH's trade fixtures, moveable office furniture and moveable equipment) installed in the Premises, either by HRH or by the County on HRH's behalf, shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of the Lease, unless the County consents otherwise. In addition, the County reserves the right to require that medical equipment installed by HRH on the Premises be removed upon the expiration or earlier termination of the Lease. In the event HRH removes any Alterations or medical equipment pursuant to this *Section 11.05*, the same shall be removed from the Premises by HRH at HRH's cost and expense and HRH shall repair any damage to the Premises due to such removal. Nothing in this **Section 11** shall be construed to give the County title to or to prevent HRH's removal of its trade fixtures, moveable office furniture and equipment. HRH shall, at HRH's sole cost and expense, remove all of the HRH's personal property and those improvements made by the HRH 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 or neglect by HRH or HRH's agents, servants, or visitors excepted.

Section 11.06 In the event HRH is required to obtain the County's approval for any Alteration, the County agrees to approve or deny HRH's request for such approval not later than twenty (20) Business Days follow HRH's request therefor, accompanied by such materials as may be reasonably required in order that the County may properly evaluate HRH's request for approval. In the event the County fails to respond to any request for approval of an Alteration submitted by HRH within the aforementioned twenty (20) day period, the County shall be deemed to have approved HRH's request. If the County denies any request for approval of an Alteration, the County shall specify the reasons therefore with specificity, so that HRH can address the County's concerns upon any resubmittal of HRH's request for the County's approval of such Alteration. The County agrees to approve or deny any resubmitted request for approval of an Alteration not later than twenty (20) days after the resubmittal. In the event the County fails to respond to a resubmitted request for approval of an Alteration within the aforementioned twenty (20) day period, the County shall be deemed to have approved HRH's request. If the County denies HRH's

resubmitted request for approval, the County shall specify the reasons therefor with specificity and the resubmittal and review process as aforesaid shall continue until HRH's request is approved (or deemed approved) or abandoned by HRH.

SECTION 12. RIGHT OF ENTRY – INSPECTION

Section 12.01 At any time during the Term, the agents and employees of the County may, upon reasonable notice to HRH, at reasonable times, enter upon the Premises to determine the potential or actual compliance by HRH with the requirements of this Lease.

Section 12.02 The County may enter the Premises at any reasonable time for the purposes of inspection or the making of such repairs, replacements, and additions in, to, or about the Premises as necessary or desirable, or to perform any covenant, obligation or service contemplated in this Lease; provided however, that the County shall use reasonable efforts to provide advance notice of its access to the Premises and to cause a minimal amount of interference with HRH's use thereof.

SECTION 13. LIENS

Section 13.01 In the event it is permissible for any mechanics' or other liens to be filed against any portion of the Premises by reason of HRH's acts or omissions or because of a claim against HRH, HRH shall cause the same to be cancelled or discharged of record by bond or otherwise within ninety (90) days after notice from County. If HRH 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, HRH 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.

SECTION 14. CARE OF PREMISES BY COUNTY

Section 14.01 Except as otherwise specifically provided in this Lease, it is intended by the parties hereto that the County shall have no obligation, in any manner whatsoever, for the ordinary repair and/or maintenance of the Premises and the equipment therein, all of which obligations are intended to be that of HRH pursuant to **Section 9** of this Lease. It is intended by the parties that the terms of this Lease shall govern the respective obligations of the parties as to maintenance and repair of the Premises, and the parties expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

Section 14.02 Excepting damage arising out of the willful acts or negligence of HRH, its officers, employees, agents, or invitees, the County shall, at its sole cost and expense, provide general maintenance of the parking lots, walkways, and landscaped areas of the Premises, and shall provide snow removal on all parking lots and walkways of the Premises.

Section 14.03 Notwithstanding the provisions of *Section 14.01* and other provisions of this Lease, the County shall be responsible for making all repairs and/or replacements to the extent HRH is not obligated for the same as part of HRH's Repair Obligation under *Section 9.01* of this Lease, at the County's sole cost and expense (hereinafter referred to as, the "**County's Repair Obligation**"); provided, however, that the actual and reasonable out of pocket cost (the "**County's Cost**") of the County's Repair Obligation in respect of any such repair and/or replacement shall be subject to reimbursement by HRH as follows: the County's Cost in respect of any County's Repair Obligation shall be amortized on a straight line basis over the reasonably anticipated useful life of the item repaired and/or replaced (in the case of a repair, the parties agree that such useful life shall

be deemed to be a period of seven (7) years), plus an interest factor equal to the Interest Rate (defined below), and HRH shall be obligated to reimburse the County annually for one (1/2) half of the cost of such County's Repair Obligation amortized as aforesaid which coincides with the Term (pro-rated for any year that is less than a full year). For example, if a new roof was installed, the same would be treated as the County's Repair Obligation and the actual and reasonable out of pocket cost thereof the County's Cost. HRH would be obligated to reimburse the County annually for one (1/2) half of the County's Cost, amortized on a straight line basis over the reasonably anticipated useful life of the new roof, plus an interest factor equal to the Interest Rate, for the portion thereof that coincides with the Term (pro-rated for any year that is less than a full year). As an additional example, if a repair was made to the roof, the same would be treated as the County's Repair Obligation and the actual and reasonable out of pocket cost thereof the County's Cost. HRH would be obligated to reimburse the County annually for one (1/2) half of the County's Cost, amortized on a straight line basis over a period equal to seven (7) years, plus an interest factor equal to the Interest Rate, for the portion thereof that coincides with the Term (pro-rated for any year that is less than a full year).

For purposes of this *Section 14.03*, "**Interest Rate**" shall mean an annual rate of interest equal to the average annual coupon rate for the most recent County general obligation bond issue preceding the date of repair and/or replacement, but in no event shall the Interest Rate exceed seven (7%) percent per annum.

Section 14.04 In no event shall the County be responsible for any repairs and/or replacements if the same necessitated by reason of: 1) any machinery or equipment installed by or on behalf of HRH which was not contemplated as part of the original intended use of the Premises, or 2) because of any rearrangement of partitioning; or 3) any Alterations performed by HRH.

Section 14.05 The County agrees, at its sole cost and expense, to perform all necessary maintenance, repairs, and replacements to the Premises caused by the negligence or willful misconduct of the County or its officers, employees, contractors, subcontractors, agents, or representatives.

Section 14.06 Upon becoming aware of any damage or defects in the Premises which are the responsibility of the County under this **Section 14**, HRH shall give the County prompt written notice (notice by fax or e-mail being acceptable) of such damage or defects.

15. PREVAILING WAGE

Section 15.01 HRH agrees to comply with the prevailing wage requirements of Section 220 of the Labor Law in connection with any improvements or Alterations including, but not limited to the building lot, and all other portions of the Premises.

Section 15.02 No person performing, aiding in, or assisting in HRH's construction of any improvements or Alterations shall be paid less than the said prevailing rates as defined and utilized under Section 220 of the Labor Law.

Section 15.03 HRH, 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. HRH, 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 HRH, its contractors and subcontractors are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to HRH, its contractors and/or subcontractors prior to the inspection.

Section 15.04 HRH 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 HRH; (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) HRH, 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 HRH, its contractors and subcontractors are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to HRH, its contractors and/or subcontractors prior to the inspection.

Section 15.05 During the construction of any Alterations, HRH 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 15.06 During the construction of any Alterations, HRH shall provide to County employment attendance sheets for all employees of HRH's contractors, 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.

SECTION 16. LAWFUL HIRING OF EMPLOYEES LAW IN CONNECTION WITH CONTRACTS FOR CONSTRUCTION OR FUTURE CONSTRUCTION

Section 16.01 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 C** entitled "Suffolk County Legislative Requirements." In accordance with this law, HRH and any contractor or subcontractor, as the case may be, agrees to maintain the documentation mandated to be kept by this law on the Construction Site at all times. HRH and any contractor or subcontractor, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction Site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the Construction Site during such working hours.

SECTION 17. INSURANCE

Section 17.01 Unless otherwise specified by the County and agreed to by HRH in writing, throughout the term of this Lease and continuing during any holdover period as described in **Section 26**, below, HRH shall, at its own cost and expense, procure, pay the entire premium for, and maintain insurance in amounts and types as follows:

a. COMMERCIAL GENERAL LIABILITY INSURANCE, including contractual coverage, in an amount not less than Two Million Dollars ($2,000,000.00) combined single limit for bodily injury and property damage per occurrence in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage.

b. 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. HRH shall furnish to the County, prior to execution of this Lease the documentation required by the State of New York Worker's Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Worker's Compensation Law. In accordance with General Municipal Law §108, this Lease shall be void and of no effect unless HRH shall provide and maintain coverage during the term of this Lease for the benefit of such employees required to be covered by the provisions of the Workers' Compensation Law.

c. AUTOMOBILE LIABILITY INSURANCE in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence.

d. THEFT OR PILFERAGE - HRH assumes responsibility for all injury to or destruction of or loss by theft or pilferage of HRH's materials, tools, machinery, equipment, appliances, and personal property of employees, from whatever cause.

e. FIRE AND ALL RISK COVERAGE including vandalism and malicious mischief coverage, in amount equal to the full replacement value of the Building, fixtures, furniture and improvements installed by or at the expense of Tenant.

Section 17.02 Any contractors and subcontractors who may at any time be involved with construction or reconstruction of the Premises on behalf of HRH shall be required to procure and maintain throughout the term of construction insurance in the amounts and types specified in clauses a., b. and c. of *Section 17.01*. HRH must provide insurance, prior to construction, for any and all contractors including but not limited to, sub-contractors engaged by it for the Alterations.

Section 17.03 All policies required under this **Section 17** shall be issued by insurance companies with an A.M. Best rating of A- or better.

Section 17.04 HRH shall furnish to the County, prior to the execution of the Lease, certificates of insurance and endorsement pages for each policy of insurance, other than a policy for commercial general liability insurance, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, HRH shall provide certificates of insurance and endorsement page naming the County as additional insureds on said policy. Prior to the Commencement Date, HRH shall furnish to the County Declaration Pages for each policy of insurance described above, evidencing compliance with the aforesaid insurance requirements. HRH represents that such endorsement pages being provided are part of each policy of insurance it has obtained that relates to this Lease.

Section 17.05 All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of HRH to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy. Such Declaration Pages, certificates, policies, other evidence of insurance, and notices, shall be mailed to the Department at its address as set forth on the first page of this Lease or at other such address of which the County shall have given HRH written notice. Required limits of insurance are not to be modified by deductibles which the County deems excessive without the County's prior written permission.

SECTION 18. INDEMNIFICATION

Section 18.01 HRH hereby agrees to defend, indemnify and hold harmless the County, its officers, officials, employees, agents and servants (collectively "**Indemnified Parties**") from and against any and all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions (including appeals), costs, and expenses which arise out of or in connection with this Lease and/or HRH's use of the Premises including:

a. any work or thing done in, on or about the Premises, or any part thereof, or any use possession, occupation, condition, operation, maintenance, repair or management of the Premises, or any part thereof, by HRH or the respective employees, agents, licensees, contractors, servants or sublessees of HRH or any such person, or the breach by HRH or anyone claiming through or under HRH or the respective employees, agents, licensees, contractors, servants or sublessees of HRH or any such person of any term, covenant or conditions of this Lease;

b. any act or omission on the part of HRH or any person claiming through or under HRH, or the respective employees, agents, licensees, invitees, contractors, servants or sublessees of HRH or any such person; or

c. any accident or injury to any person (including death) or damage to property (including loss of property) occurring in, on, or about the Premises, or any part thereof, due to the negligence, acts or omissions by HRH, its employees, agents, licensees, invitees, contractors, servants or sublessees

Anything contained herein to the contrary notwithstanding, in no event shall HRH be required to provide indemnification in respect of: (i) any matter relating to or arising out of the misconduct, omissions, or negligence of any of the Indemnified Parties; and/or (ii) Pre-Existing Environmental Matters (defined below) or any matter for which the County is required to indemnify HRH under *Section 28.01*.

Section 18.02 HRH agrees that it shall protect, indemnify, and hold harmless the Indemnified Parties from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses actually incurred by the Indemnified Parties and arising out of any claim asserted against such Indemnified Parties for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the Indemnified Parties in defending any such action or proceeding arising out of or in connection with any claim asserted for infringement of copyright due to HRH's use of the Premises.

Section 18.03 The County shall indemnify and hold harmless HRH, its agents, employees and/or contractors from and against all liabilities, fines, penalties, damages, claims, demands, judgments, losses, suits or actions (including appeals), costs (including attorney's fees), losses and liabilities of

whatsoever nature arising out of: (i) the misconduct, omissions, or negligence of the County, its officers, agents, servants or employees in connection with the Premises including, without limitation, the use and occupancy by the County, its agents, employees, contractors and invitees of the County Reserved Space and the Shared Space; (ii) the breach by the County, or any of its agents, contractors and/or employees of any term, covenant or conditions of this Lease; and/or (iii) any Pre-Existing Environmental Matter. Anything contained herein to the contrary notwithstanding, in no event shall the County be required to provide indemnification in any matter relating to or arising out of the misconduct, omissions, or negligence of HRH, its agents, employees, contractors and/or invitees.

Section 18.04 The provisions of this **Section 18** shall survive the expiration or early termination of this Lease.

SECTION 19. SIGNS

Section 19.01 HRH shall not, without the prior written approval of the County, which approval shall not unreasonably be withheld, conditioned or delayed, 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, HRH may install necessary directional and identification signs. The provisions of *Section 11.06* shall be applicable to each request by HRH for the County's consent to the installation of signage as if the request for consent to the installation of signage were a request for consent to an Alteration.

SECTION 20. DAMAGE TO PREMISES

Section 20.01 The County shall not be obligated to rebuild or restore the Premises in the event of a partial or complete loss. In the event of partial or complete loss, HRH may notify the County, in writing, within sixty (60) days after the date of loss, of HRH's intention to repair/restore the Premises at its cost (utilizing the proceeds of property insurance procured by HRH and/or other funds of HRH) and, thereafter, with the consent of the County which consent shall not be unreasonably withheld, conditioned or delayed as to the methods and means of construction, shall promptly proceed to restore the Premises. HRH may, at its option, obtain any property insurance for the Premises. Any property insurance procured by HRH shall be primary notwithstanding any property or self- insurance maintained by the County.

Section 20.02 In the event HRH elects not to proceed with the repair and/or restoration of the Premises as provided in this **Section 20,** HRH shall so notify the County, in writing, of its intent to terminate within sixty (60) days after the date of loss and, upon the occurrence of such date, this Lease shall terminate and be of no further force or effect, and neither party shall have any further obligation to the other hereunder, except as herein expressly set forth to the contrary. In the event the Lease is so terminated, all proceeds of insurance covering damage or destruction to the Building structure (but not HRH's personal property and/or contents) obtained by HRH in accordance with *Section 17.01*(e) which are paid pursuant to said insurance shall in that circumstance be paid to the County, net of the cumulative cost to HRH for the premiums theretofore paid for such insurance, which HRH shall be entitled to retain, and otherwise free of any claim thereto by HRH.

Section 20.03 Anything in this Lease to the contrary notwithstanding, the County and HRH hereby waive any rights each may have against the other on account of any loss or damage occasioned to the County or HRH, as the case may be, their respective property, the Premises, or its contents, arising from any risk generally covered by fire and all risk coverage insurance, and the

parties, each on behalf of their respective insurance companies insuring the property of either the County or HRH against any such loss, waive any right of subrogation that it may have against the County or HRH, as the case may be.

Section 20.04 The risk of loss or destruction from any peril to the furniture, fixtures, equipment or other personal property of HRH while on the Premises shall be borne by HRH. It is further understood that HRH waives any right to subrogation against the County for loss or destruction or from any peril to the furniture, fixtures, equipment or other personal property of HRH while on the Premises except in cases due to any active or passive negligence of the County, its employees, officers and agents.

Section 20.05 The provisions of this **Section 20** shall survive the expiration or early termination of this Lease.

SECTION 21. ASSIGNMENT AND SUBLETTING

Section 21.01 HRH shall not: (i) assign, sell, mortgage, pledge, encumber or in any manner transfer this Lease or the estate or term hereby granted in whole or in part, (ii) sublet all or any part of the Premises, or allow any other person to occupy all or any part thereof, or (iii) assign or encumber any rents or other sums received by HRH under any Lease (each of which is a "**transfer**", and the respective transferring and transferred parties are a "**transferor**" and a "**transferee**"), without the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. A transfer shall be deemed to include the use or occupancy of the Premises by any agency, contract agency, department, division or office of HRH, which use is not consistent with the Permitted Use. Anything contained herein to the contrary notwithstanding, a transfer shall not include and the County's consent to a transfer shall not be required in the following circumstances (each, a "**Permitted Transfer**"): (i) a transfer to an Affiliate of HRH; (ii) a transfer in connection with a sale of all or substantially all of the assets of HRH; (iii) the merger or consolidation of HRH into or with another entity operating as an FQHC; and (iv) a transfer or transfers consisting of one or more subleases of less than twenty-five (25%) percent in the aggregate of the square footage of the building at the Premises for purpose of co-located services, lab service or Article 31 mental health facilities; provided, however, no Permitted Transfer set forth in clauses (i) – (iii) shall result in a change in the Permitted Use of the Premises or cause the Health Center to be operated other than by a FQHC. For purposes of this **Section 21**, an Affiliate of HRH shall mean an entity that controls, is controlled by or is under common control with HRH; "control" meaning the ability to: (x) manage the day to operations of a person or entity; and (x) direct the policies and affairs of such person or entity.

Section 21.02 An agreement where another person agrees to become responsible for all or a portion of HRH's obligations under this Lease shall be deemed a transfer.

Section 21.03 Notwithstanding anything contained herein to the contrary, in the event HRH requests, in writing, the County's consent to a proposed transfer of fifty percent or more of the Premises, the County shall thereupon have thirty (30) days to exercise the right and option (but no obligation) to cancel and terminate this Lease effective upon thirty (30) days written notice to HRH, provided that HRH shall have sufficient time to discontinue operations in accordance with applicable Legal Requirements. Subject to the preceding provisions of this **Section 21**, should HRH, in any other nature of transaction, permit or attempt to permit anyone other than HRH to occupy the Premises or any portion thereof, within thirty (30) days after the County's receipt of notice of such transaction, the County shall thereupon have the right and option (but no obligation) to cancel and terminate this Lease effective upon thirty (30) days written notice to HRH. If the

County exercises its option to retake the entire Premises and terminate this Lease, the Parties shall have no further obligation to one another except for monetary obligations which accrued prior to the effective date of termination.

SECTION 22. DEFAULT REMEDIES/DAMAGES

Section 22.01 This Lease and the Term and estate hereby granted are subject to the limitation that,

i) if HRH shall default in its obligation to establish, operate and maintain a health facility in accordance with the provisions of **Section 10** of this Lease, and any such default continues for thirty (30) days after the County shall give HRH a written notice specifying such default; or

ii) if HRH defaults in the keeping, observance or performance of any other covenant or agreement set forth in this Lease, and if such default continues and is not cured within thirty (30) days after the County gives HRH notice specifying same, or, in the case of a default which for causes beyond HRH's reasonable control cannot with reasonable diligence be cured within such period of thirty (30) days, if HRH shall not immediately upon the giving of such notice, (a) advise the County of HRH'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, then, in any such cases, in addition to any other remedy available at law or in equity, **or**

a. Filing by or the final adjudication against HRH 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 HRH; or

b. The making by the HRH of any general assignment for the benefit of creditors; or

c. The occurrence of any act which operates to deprive HRH permanently of the rights, powers and privileges necessary for the proper conduct and operation of its business granted herein; or

d. The abandonment and discontinuance of the operation of HRH; or

e. The failure of HRH to maintain all required insurance and to furnish evidence of same within ten (10) days of written demand by County;

the County may give to HRH a notice (the "**Termination Notice**") of intention to end the Term of this Lease specifying a day not less than Seven (7) Business Days thereafter.

Section 22.02 Upon the giving of the Termination Notice in accordance with **Section 24** of this Lease, 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 HRH shall terminate.

Section 22.03 From and after any date upon which a Termination Notice is given to HRH, the County, without further notice, may enter upon, re-enter, possess and repossess itself of the Premises, by force, summary proceedings, ejectment or otherwise, all in accordance with legal

process, and may dispossess and remove HRH and all other persons and property from the Premises and may have, hold and enjoy the Premises. As used in this Lease the words "**enter**" and "**re-enter**" are not restricted to their technical legal meanings.

Section 22.04 No waiver by any Party of a breach of any covenants, agreements, obligations or conditions of this Lease shall be construed to be a waiver of any future breach of the same or any other covenant, agreement, obligation or condition hereof. Failure by a Party to declare any default immediately upon its occurrence or delay in taking any action in connection with such default shall not waive such default but the County shall have the right to declare any such default at any time thereafter.

Section 22.05 The rights and remedies hereby created are cumulative, and the use of one remedy shall not be construed to exclude or waive the right to the use of another, or exclude any other right or remedy allowed by law, in equity or otherwise. In the event of a breach or threatened breach on the part of the County, or HRH with respect to any of the covenants or agreements on the part of or on behalf of the County or HRH, to be kept, observed or performed, the County or HRH, as the case may be, shall also have the right of injunction. Any amounts paid by a Party to the other may be applied by the Party receiving such payment, in such Party's sole discretion, to any items then owing by the paying Party to the other under this Lease and receipt of a partial payment shall not be deemed to be an accord and satisfaction or waiver of the failure to make full payment unless otherwise agreed to in writing by the Parties hereto.

Section 22.06 If either the County or HRH shall fail to perform any of its obligations under this Lease (**"non-performing party"**), the other Party may perform the same at the expense of the non-performing party (i) immediately, with forty-eight (48) hours' notice to the non-performing Party if practicable, in the case of (a) an Emergency; (b) if such failure unreasonably interferes with the efficient operation of the building, (c) if such failure may result in a violation of any Legal Requirements or in the cancellation of any Required Insurance, and (ii) in any other case if such failure continues after ten (10) days from the date of the giving of written notice to the non-performing Party, of such Party's intention so to perform the same or, in the case of a failure which for causes beyond such Party's reasonable control cannot with reasonable diligence be cured within such ten (10) day period, such ten (10) day period shall be deemed extended if such Party immediately upon the receipt of such notice, (i) advises the other of its intention to institute all steps necessary to cure such failure and (ii) institutes and thereafter diligently prosecutes to completion all steps necessary to cure the same. If either the County or HRH performs any of the obligations of the non-performing party, the Party performing the work shall be entitled to reimbursement of the costs thereof, together with an administrative fee equal to ten percent (10%) of such costs, from the non-performing party, within forty-five (45) days after receipt by of the non-performing party of a written statement as to the amounts of such costs and fees incurred.

An **"emergency"** shall mean any situation where a reasonable person would conclude that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid imminent material damage to all or any material portion of the Premises, (ii) to protect any person from imminent harm, or (iii) to avoid the imminent unforeseen and unforeseeable suspension of any necessary material service in or to the Premises, the failure of which service would have a material and adverse effect on the Premises or HRH's ability to utilize the Premises for its intended purposes.

SECTION 23. **[Intentionally omitted.]**

SECTION 24. **NOTICES**

Section 24.01 **Operational Notices:** Any communication consisting of periodic reporting and/or other notices which are not included within the scope of *Section 24.02* which are required or permitted to be made by the Parties regarding this Lease shall be in writing and shall be given to the County, or HRH, or their designated representative, by regular or certified mail in postpaid envelope or by Courier Service at the following addresses or at such other address that may be specified in writing by the Parties and must be delivered as follows: (a) if to the County, to the Suffolk County Department of Public Works, Attention: Commissioner, 335 Yaphank Avenue, Yaphank, New York 11980; with copies to the Department of Health Services, Attention: Commissioner, 3500 Sunrise Highway, Suite 124, P.O. Box 9006, Great River, New York 11739-9006, and the Suffolk County Department of Law, Attn: Suffolk County Attorney, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; (b) if to HRH, at HRH's address first set forth, or at such other address as the County or HRH, may designate in writing. Notice shall be deemed to have been duly given (1) if delivered by Courier Service, the first Business Day subsequent to delivery of the notice to the Courier Service and (2) if mailed by regular or certified mail, upon the seventh Business Day after the mailing thereof.

Section 24.02 **Notices Relating to Termination, Exercise of Lease Rights and/or Litigation:** In the event HRH or the County 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, the Party receiving such notice shall immediately deliver to the other, at the address set forth above, copies of all papers filed by or against it in such lawsuit or legal proceeding.

i) Any communication or notice regarding termination of this Lease or the exercise of a party's rights under this Lease including, without limitation, any request for any approval under this Lease or which is necessary in order to commence any time period under this Lease shall be in writing and shall be given to the addresses set forth in *Section 20.01* or at such other addresses that may be specified in writing by the Parties and shall be deemed to be duly given only if delivered: (i) personally [personal service on the County must be pursuant to New York Civil Practice Law and Rules Section 311]; (ii) by nationally recognized overnight courier; or (iii) mailed by registered or certified mail in a postpaid envelope addressed: notice shall be deemed to have been duly given (1) if delivered personally, upon acceptance or refusal thereof, (2) if by nationally recognized overnight courier ("**Courier Service**"), the first Business Day subsequent to delivery of the notice to the Courier Service and (3) if mailed by registered or certified mail, upon the seventh Business Day after the mailing thereof.

ii) Any notice by one Party to the other with respect to the commencement of any lawsuit or legal proceeding shall be effected pursuant to and governed by the New York Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

Section 24.03 Each Party shall give prompt written notice to the other Party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

SECTION 25. NO COUNTY LIABILITY FOR HRH'S FAILURE

Section 25.01 Failure of HRH 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, unless such failure is the result of the acts

or omissions of the County or any of the County's departments, officers, officials, bureaus, agencies, employees, agents or representatives.

SECTION 26. SURRENDER OF PREMISES; HOLDOVER

Section 26.01 On the Expiration Date or upon the sooner termination of this Lease or upon any re-entry following HRH's uncured default (after giving effect to any applicable notice, grace and/or cure period) by the County, HRH shall, at its expense, quit, surrender, vacate and deliver the Premises to the County in the same order, condition and state of repair existing on the final execution date of this Lease, ordinary wear, tear and damage by the elements, fire or other casualty excepted, together with all improvements and fixtures therein. Upon the expiration or earlier termination of this Lease, HRH shall, at its expense, remove from the Premises all of HRH's personal property and any personal property of persons claiming by, through or under HRH and all non- approved Alterations, and shall repair or pay the cost of repairing all damage to the Premises occasioned by such removal.

Section 26.02 Any personal property or Alterations remaining in the Premises after the early termination of this Lease shall be deemed to have been abandoned and either may be retained by the County as its property or may be stored or disposed of as the County may see fit. If such property not so removed shall be sold, the County may receive and retain the proceeds of such sale and apply the same, at the County's option, against the reasonable expenses of the sale, moving and storage, and any damages to which the County may be entitled. Any excess proceeds shall be the property of the County.

Section 26.03 Any personal property or Alterations remaining in the Premises after the Expiration Date shall be deemed to have been abandoned and either may be retained by the County as its property or may be stored or disposed of as the County may see fit. If such property not so removed shall be sold, the Landlord may receive and retain the proceeds of such sale and apply the same, at the County's option, against the reasonable expenses of the sale, moving and storage, and any damages to which the Landlord may be entitled. Any excess proceeds shall be the property of the County.

Section 26.04 Rent and Taxes: Notwithstanding any other provision of this Lease, in the event HRH shall remain in possession of the Premises after the termination of this Lease without the execution of a new lease between HRH and the County, HRH, subject to all of the other terms of this Lease insofar as the same are applicable to a holdover tenancy, and without waiving HRH's default or preventing the County from suing to obtain possession, shall be deemed to be occupying the Premises as a holdover, at a monthly rental determined in accordance with the provisions of *Section 4.03* of this Lease. In addition, HRH shall be liable to the County for the payment of Real Property Taxes, if any, and all other obligations of the County for the Premises not set forth in this Lease.

a. Rent for the Premises payable by HRH during any holdover shall be payable to the County, at the County's address first set forth above, or at such other place designated by the County in writing, in equal monthly installments, in advance, on the first day of each calendar month.

b. In addition to rent, HRH agrees to pay the County one-twelfth ($1/12^{th}$) of any Real Estate Taxes levied upon the Premises in the current year, for each month, or portion thereof, which HRH is a holdover in the Premises, plus any penalties which may be assessed.

i) The term "**Real Estate Taxes**" shall mean and be deemed to include all real property taxes, assessments, county taxes, transit taxes, payment in lieu of taxes (**"PILOT"**), 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 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 of which the Premises are a part, 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, increase in taxes due to a sale of the property, or capital levy that is or may be imposed upon the property owner.

Section 26.03 The provisions of this **Section 26** shall survive the expiration or earlier termination of this Lease.

SECTION 27. USE OF THE PREMISES BY THE COUNTY

Section 27.01 The County shall be entitled to construct, install, operate, maintain and repair antennae, microwave transmitters, receivers, stands, cell towers, sleds and other attachments and supports and other communications or radio equipment ("**County's Communications Equipment**") on the roof of the building. The County agrees that the exercise of the rights reserved to the County in this **Section 27** shall not increase HRH's obligations or decrease HRH's rights, other than, in either instance, to a de minimis extent, or otherwise materially adversely affect HRH's use and occupancy of the Premises as permitted by this Lease.

Section 27.02 HRH shall allow access to the County's Communications Equipment as necessary; provided however, that any of the County's Communications Equipment located on the roof of the building shall only be accessed during normal business hours of HRH. When accessing the roof of the building, the County must be escorted by HRH's building management during non-business hours. HRH shall provide the County with emergency access to the roof of the building on an "as needed basis" on the same basis that it provides such access to power, gas, and incumbent telecommunication service providers. Access to the Premises as provided in this **Section 27** and installation, use, repair, replacement and/or removal of the County's Communications Equipment shall be at the County's sole risk, cost and expense and HRH shall have no obligation in respect thereof. In furtherance of the foregoing, the County agrees to and hereby does indemnify, defend and hold HRH, its agents, employees and/or contractors harmless from and against any and all loss, liability, obligation, judgment, claim, demand, action, suit, proceeding, cost and/or expense including, without limitation, reasonable attorneys' fees and expenses, arising out of or in any way related to the County's exercise of its rights under this **Section 27**, provided, however, the County shall not be required to indemnify HRH, its agents, employees and/or contractors against matters arising out the negligence or willful misconduct of HRH, its agents, employees and/or contractors.

Section 27.03 HRH hereby agrees not to disturb the County's rights of possession, quiet use and enjoyment of the County's Communications Equipment so long as the County complies with its obligations under this Lease.

Section 27.04 HRH shall not acquire any interest in any portion of the County's Communication Equipment or any appurtenance thereto which shall be located on or affixed to the Premises.

Section 27.05 In furtherance of the County's use of the Premises pursuant to this Section, HRH shall allow the County access to the Premises as set forth in *Section 12.02*.

SECTION 28. ENVIRONMENTAL RESPONSIBILITIES

Section 28.01 The County represents and warrants that, to the best of its knowledge, the Premises have not been used for the generation, treatment, storage, or disposal of Hazardous Materials in violation of applicable Environmental Laws (defined below). If, during the Term, Hazardous Materials not in compliance with Legal Requirements are discovered in any part of the Premises (other than those Hazardous Materials introduced by HRH, its agents, employees, and/or contractors), the County will immediately undertake or cause to be undertaken remediation or removal of the Hazardous Materials to the extent required by and in accordance with all Environmental Laws. The County agrees to indemnify, defend and hold HRH and its agents, employees, contractors, officers, directors, sublessees, assignees and invitees (collectively, "**Affiliated Parties**") harmless against and reimburse HRH and its Affiliated Parties for: (i) all Hazardous Materials Liabilities asserted against or incurred by HRH or its Affiliated Parties arising out of a breach by the County of the representations, warranties or covenants set forth in this *Section 28.01*; and (ii) the generation, treatment, storage, discharge, spill, release or disposal of Hazardous Materials that occurred prior to the date of this Lease. ("**Pre-Existing Environmental Matters**").

The term "**Hazardous Materials**" as used herein means any substance (i) the presence of which requires special handling, storage, investigation, notification, monitoring, or remediation under any Environmental Law, (ii) which is toxic, explosive, corrosive, erosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, (iii) which is or becomes regulated by any governmental authority under any Environmental Law. The term "**Environmental Laws**" refers to all present and future Legal Requirements relating to (i) emissions, discharges, spills, releases or threatened releases of Hazardous Materials onto land or into ambient air, surface water, groundwater, watercourses, publicly or privately owned treatment works, drains, sewer systems, wetlands, or septic systems, (ii) the use, treatment, storage, disposal, handling, manufacturing, transportation, or shipment of Hazardous Materials, or (iii) the protection of human health or the environment.

Section 28.02 HRH will not use, generate, place, store, release or otherwise dispose of Hazardous Materials in the Premises, except in strict accordance with all Environmental Laws. In the event of a breach of the foregoing, HRH will undertake remediation or removal in accordance with all Environmental Laws. HRH will indemnify, defend and hold the County and the County's Affiliated Parties harmless against and reimburse the County and the County's Affiliated Parties for all Hazardous Materials Liabilities asserted against or incurred by the County or the County's Affiliated Parties for: (i) all Hazardous Materials Liabilities asserted against or incurred by the County or the County's Affiliated Parties arising out of a breach by the HRH of the representations, warranties or covenants set forth in this Section 28.02; and (ii) a discharge, spill, release or disposal of Hazardous Materials by HRH or its Affiliated Parties, its agents, employees and/or contractors during the Term. HRH shall, at its own expense:

a. Comply with all Environmental Laws regulating the use, generation, storage, removal, transportation, disposal, encapsulation or remediation of Hazardous

Substances introduced by HRH or its Affiliated Parties, in, on or under the Premises.

b. Make all submissions to, and provide all information required by, and comply with all Environmental Laws applicable to Hazardous Substances introduced in, on, or under the Premises by HRH or its Affiliated Parties;

c. 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 Materials at or from the Premises, only if introduced by HRH or its Affiliated Parties. If the deposit, spill, discharge or other release of Hazardous Materials at or from the Premises was introduced by the County, the County shall prepare and submit all required documents and undertake all required actions in a timely manner to comply with all Governmental Authority demands and deadlines; and

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

Section 28.03 If a Hazardous Substance is detected on the Premises for which HRH is liable under this Lease, and HRH 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 HRH, and HRH 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 28.04 HRH shall, upon becoming aware, promptly notify the County of any failure of the Premises to comply with Environmental Laws. Each of the parties agrees to cooperate with the other in all reasonable ways, but without cost, expense or liability to the cooperating party, to facilitate compliance by the other party with its obligations under this **Section 28**.

The term "**Hazardous Materials Liabilities**" as used herein means all claims, damages, losses, forfeitures, expenses (including investigation and laboratory fees, court costs and litigation expenses), fines, penalties, or liabilities arising from or caused in whole or in part, directly or indirectly, by a breach by the other party of its respective representations, warranties, or covenants under *Sections 28.01, 28.02* or *28.03*, including, without limitation, all costs of defense (including reasonable attorneys' fees and other costs of litigation), all consultants' fees, and all costs of investigation, repair, remediation, restoration, cleanup, detoxification or decontamination, and/or preparation and implementation of any closure, remedial action or other required plan.

Section 28.05 The provisions of this **Section 28** shall survive the expiration or earlier termination of this Lease.

SECTION 29. SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

Section 29.01 The Parties agree to be bound by the terms of Suffolk County Legislative Requirements, annexed hereto as **Exhibit C** and made a part hereof.

SECTION 30. PARAGRAPH HEADINGS

Section 30.01 The paragraph headings in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

SECTION 31. QUIET ENJOYMENT

Section 31.01 The County covenants that if and so long as HRH fully and faithfully performs the covenants hereof, HRH shall peaceably and quietly have, hold and enjoy the Premises for the term, subject to the provisions of this Lease.

SECTION 32. MISCELLANEOUS

Section 32.01 HRH may not record this Lease, any portion thereof, any memorandum thereof or make reference thereto in any other recorded document or instrument without the prior written consent of the County.

Section 32.02 The covenants and agreements contained in this Lease shall bind and inure to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

Section 32.03 The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one tenant and to any person, males or females, shall in all instances be assumed as though fully expressed. References contained herein to Sections, Exhibits and Schedules shall be deemed to be references to the Sections, Exhibits and Schedules of and to this Lease unless specified to the contrary.

Section 32.04 The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

Section 32.05 In any action brought by County for the enforcement of the obligations of HRH, County shall be entitled to recover interest at the statutory rate and reasonable attorney's fees.

Section 32.06 This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Executed facsimiles and/or PDF signatures of this Lease shall be treated as originals for all purposes and may be transmitted and delivered by the parties via electronic mail.

SECTION 33. NO REPRESENTATIONS

Section 33.01 The Parties have made no representations or promises, except as contained herein, or in some further writing signed by the Parties. The County has not made any representations or promises with respect to the physical condition of the Premises, permissible uses of the Premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the Premises except as herein expressly set forth, and no rights, easements, or licenses are acquired by HRH by implication or otherwise except as expressly set forth in the provisions of this Lease.

SECTION 34. NO WAIVER; ORAL CHANGES

Section 34.01 The failure of any of the Parties to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Lease cannot be changed or terminated orally but only by an agreement in writing signed by HRH and the County.

SECTION 35. GOVERNING LAW

Section 35.01 This Lease shall be construed and interpreted in accordance with the laws of the State of New York, and without regard to its conflict of laws provisions. Venues shall be designated as Suffolk County, New York or the United States District Court for the Eastern District of New York.

SECTION 36. COOPERATION ON CLAIMS

Section 36.01 Each of the Parties hereto agrees to render diligently to the others, without additional compensation, any and all cooperation, that may be required to defend the other Parties, its employees and designated representatives against any claim, demand or action that may be brought against the other Parties, its employees or designated representatives in connection with this Lease.

SECTION 37. NOT A CO-PARTNERSHIP OR JOINT VENTURE

Section 37.01 Nothing herein contained shall create or be construed as creating a co-partnership or joint venture between the Parties or to constitute HRH as an agent or employee of the County.

SECTION 38. BROKER

Section 38.01 HRH and the County, each to the other, represent and warrant that no broker or finder took any part in any dealings, negotiations, or consultations with respect to the Premises or this Lease. The Parties, each to the other, agree to indemnify, defend, and hold harmless the other against any claim, demand and judgment which may be made or obtained against said Party by any broker claiming a commission for bringing about this Lease.

SECTION 39. CERTIFICATION

Section 39.01 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 percent (5%) of any party to this Lease.

SECTION 40. SUCCESSORS BOUND

Section 40.01 This Lease shall bind, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, successors and assigns.

SECTION 41. COUNTY REPRESENTATIVES

Section 41.01 It is expressly understood and agreed by and between the Parties hereto that the officers, officials, employees and agents of the County are acting in a representative capacity for the County of Suffolk and not for their own benefit, and HRH shall not have any claim against them or any of them as individuals in any event whatsoever.

SECTION 42. INDEPENDENT CONTRACTOR

Section 42.01 It is expressly agreed that HRH's status hereunder is that of an independent contractor. Neither HRH, nor any person hired by HRH shall be considered employees of the County for any purpose.

SECTION 43. EXECUTION BY HRH

Section 43.01 HRH warrants that its entry into this Lease was duly considered and authorized by its organizational body and pursuant to its by-laws, operating agreements and/or internal procedures.

SECTION 44. EXECUTION BY COUNTY

Section 44.01 The County warrants that its entry into this Lease was duly considered and authorized by the County Legislature and pursuant to law and/or local or internal procedures.

SECTION 45. SEVERABILITY

Section 45.01 It is expressly agreed that if any term or provision of this Lease and/or any amendment hereto, or the application thereof to any person or circumstances, shall be held invalid or unenforceable to any extent, the remainder of this Lease and any amendment hereto, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Lease and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 46. INTERPRETATION

Section 46.01 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed and delivered as of the last date set forth below.

LANDLORD	**TENANT**
COUNTY OF SUFFOLK	HUDSON RIVER HEALTHCARE, INC.
By: _____	By: _____
Name: Dennis M. Cohen	Name:
Title: Chief Deputy County Executive	Title:
Date: _____	Date: _____

APPROVED AS TO FORM:
Dennis M. Brown, Suffolk County Attorney

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

Date:_____

_____, hereby certifies under penalties of perjury that I am an officer of Hudson River Healthcare, Inc., that I have read and I am familiar with §A5-7 of Article V of the Suffolk County Code, and that Hudson River Healthcare, Inc. meets all requirements to qualify for exemption thereunder.

_____
Name

Date_____

REVIEWED AND APPROVED:

DEPARTMENT OF HEALTH SERVICES

By: _____
Name:
Title:

Date: _____

REVIEWED AND APPROVED:

DEPARTMENT OF PUBLIC WORKS

By: _____
Name:
Title:

Date: _____

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:

On the ____ day of _____ in the year 2014 before me, the undersigned, personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

ACKNOWLEDGEMENT

STATE OF NEW YORK}
SS:
COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2014 before me, the undersigned, personally appeared _____, *Chief Deputy County Executive,* personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Exhibit A
Floor Plan

(See Attached)

EXHIBIT B
Summary of Responsibilities

ITEM	COUNTY	HRH
1) UTILITIES		
A) GAS		X
B) WATER		X
C) ELECTRICITY		X
2) H.V.A.C. EQUIPMENT		
A) REPAIR & REPLACE	Per Section 14	Per Sections 9 and 14
B) PREVENTIVE MAINTENANCE		X
C) CHANGE AIR FILTER		X
3) ELECTRIC EQUIPMENT		
A) REPAIR & REPLACE	Per Section 14	Per Sections 9 and 14
B) FIXTURE, LAMP & BALLAST REPLACEMENT		X
C) EMERGENCY LIGHTING AND EXIT LIGHTING		X
D) PARKING FIELD & EXTERIOR BUILDING LIGHTING	X	
E) PARKING FIELD LAMP REPLACEMENT	X	
4) PLUMBING		
A) REPAIR & REPLACE	Per Section 14	Per Sections 9 and 14
B) [Intentionally omitted.]		
C) CLEAN OUT: DRAINAGE STRUCTURES & SYSTEMS		X
D) CLEAN OUT: SEWAGE STRUCTURES & SYSTEMS		X
5) STRUCTURAL REPAIRS IN ACCORDANCE WITH SECTIONS 9 AND 14 OF THE LEASE (roof & roofing, interior, drainage structures & systems, sewage structures & systems)	X	X

ITEM	COUNTY	HRH
A) REPAIR: sidewalks, curbs, ramps, driveways, parking areas	X	
6) CUSTODIAL		X
7) CLEAN WINDOWS – EXTERIOR, 1X/year		X
8) CARTAGE		X
A) MEDICAL WASTE		X
9) SNOW & ICE REMOVAL TO PARKING AREAS, DRIVES, RAMPS & WALKS	X	
10) GROUNDS MAINTENANCE		
A) GRASS & LANDSCAPING MAINTENANCE	X	
B) IRRIGATION OF GRASS & LANDSCAPING	X	
C) PARKING FIELD	X	
D) PARKING FIELD SWEEPING AND DEBRIS REMOVAL	X	
11) INTERIOR REPAIR & MAINTENANCE	Per Section 14	Per Sections 9 and 14
12) INTERIOR PAINTING		X
15) GLAZING		X
16) TAXES (SEE SECTION 5)	N/A	
17) VERMIN AND RODENT EXTERMINATION		X
18) FIRE SPRINKLERS & RPZ – MAINTENANCE AND TESTING		X
19) FIRE AND SECURITY ALARM – INSTALLATION, MAINTENANCE AND REPAIR		X

EXHIBIT C

SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIRED FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE COUNTY ATTORNEY'S OFFICE AND THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller 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 Comptroller on or before the 31st day of January in each year of the Contract'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 the Contract, 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 Contract.

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

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract 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 the Contract and to seek other remedies as set forth therein, for violations of this 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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, 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. 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 the 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 the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate

circumstances, to terminate the Contract 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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. 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 the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on 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 site during such working hours.

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."

Suffolk County Lawful Hiring of Employees Law Form LHE-2; entitled "Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the 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.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. 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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, 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 the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has 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 section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

13. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Exhibit C

Intro. Res. No. 1752-2014 Laid on Table 7/29/2014
Introduced by the Presiding Officer

RESOLUTION NO. -2014, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED SUNEDISON FRANCIS S. GABRESKI AIRPORT SOLAR INSTALLATION PROJECT, TOWN OF SOUTHAMPTON

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed SunEdison Francis S. Gabreski Airport Solar Installation Project, Town of Southampton", pursuant to Section 6 of Local Law No. 22-1985 which project involves the 26.2 acre installation of two ground-mounted photovoltaic solar module arrays located within the Francis S. Gabreski Airport in the Town of Southampton that will produce up to 6 megawatts of AC electric power; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Economic Development and Planning and subsequently sent out to all concerned parties; and

WHEREAS, at its July 16, 2014 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Economic Development and Planning; and

WHEREAS, the CEQ recommended that the above activity be considered a Type I action, pursuant to the provisions of Title 6 NYCRR, Part 617.4(b)(6)(i) and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated July 21, 2014 of said recommendations; and

WHEREAS, Section 450-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore, be it

1st **RESOLVED**, that based on the information received and presented, a quorum of the CEQ hereby recommends to the Suffolk County Legislature and County Executive that the proposed activity be classified as a Type I action under the provision of Title 6 NYCRR Part 617.4(b)(6)(i) and Chapter 450 of the Suffolk County Code in that the action involves the physical alteration of more than 10 acres of land; and be it further

2nd **RESOLVED**, that this Legislature hereby determines that the Proposed SunEdison Francis S. Gabreski Airport Solar Installation Project, Town of Southampton constitutes a Type I action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code which project will not have significant adverse impacts on the environment for the following reasons:

1. The proposed action will not exceed any of the criteria set forth in Title 6 NYCRR, Part 617.7, which sets forth thresholds for determining

significant effect on the environment, as demonstrated in the Environmental Assessment Form;

2. The proposed action is in conformance with the Francis S. Gabreski Airport's adopted 1990 Airport Master Plan Update and the 2008 Airport Master Plan Draft Update;

3. The parcels do not appear to suffer from any severe environmental development constraints (limiting soil properties, a high groundwater table, and/or unmanageable slopes);

4. The project sponsor will confirm that there are no endangered species located in the proposed construction area and that the project is in conformance with the NYSDEC's Endangered and Threatened Species Regulations;

5. All project stormwater runoff will be retained on site;

6. Any project planting will be limited to native grasses;

7. This project will result in the generation of renewable electricity and be in support of the New York State's Regional Portfolio Standards (RPS) policy which seeks to increase the proportion of renewable energy used by its residents; and

8. This project will enable the production of electricity without the use of fossil fuels or the emission of air pollutants;

and be it further

3rd **RESOLVED**, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

4th **RESOLVED**, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 450-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\s-gabreski-solar-installation-project

Intro. Res. No. 1753-2014 Laid on Table 7/29/2014
Introduced by the Presiding Officer

RESOLUTION NO. -2014, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED PEDESTRIAN SAFETY IMPROVEMENTS TO CR 35, PARK AVENUE, TOWN OF HUNTINGTON

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Pedestrian Safety Improvements to CR 35, Park Avenue, Town of Huntington", pursuant to Section 6 of Local Law No. 22-1985 which project involves pedestrian safety improvements located on CR 35, Park Avenue from CR 86, Broadway-Greenlawn Road to NYS Route 25A in Huntington: will provide for the installation of new sidewalk or the replacement of deteriorated/non-standard sidewalk; the installation of new concrete curb or replacement of deteriorated curb; the replacement of driveway aprons if applicable; and the installation of drainage structures and pavement rehabilitation (northern section only), and will also provide for the construction of new handicap ramps with detectable warning fields; the installation of new crosswalks and pavement markings; replacement of traffic signs where applicable and traffic signal rebuilds (nine total); and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Public Works and a presentation was made by a representative from FST Engineers, Inc., and subsequently sent out to all concerned parties;

WHEREAS, at its July 16, 2014 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Public Works in connection with this project; and

WHEREAS, the CEQ recommended that the above activity be considered a Type I action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated July 21, 2014 of said recommendations; and

WHEREAS, Section 450-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore, be it

1st **RESOLVED**, that based on the information received and presented, a quorum of the CEQ hereby recommends to the Suffolk County Legislature and County Executive that the proposed activity be classified as a Type I action under the provision of Title 6 NYCRR Part 617.4(b)(6)(i) and Chapter 450 of the Suffolk County Code in that the action involves the physical alteration of more than 10 acres of land; and be it further

2nd **RESOLVED**, that this Legislature hereby determines that the Proposed Pedestrian Safety Improvements to CR 35, Park Avenue, Town of Huntington

constitutes a Type I action, pursuant to the provisions of Title 6 NYCRR, Part 617 and which project will not have significant adverse impacts on the environment for the following reasons:

1. The proposed action will not exceed any of the criteria set forth in Title 6 NYCRR, Part 617.7, which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form;

2. The proposal does not significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and the Suffolk County Code;

3. The project area does not appear to suffer from any severe environmental development constraints (limiting soil properties; a high groundwater table and/or unmanageable slopes); and

4. The proposed action will improve pedestrian/vehicular safety and stormwater drainage;

and be it further

3rd **RESOLVED**, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

4th **RESOLVED**, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 450-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

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1754

Intro. Res. No. -2014 Laid on Table 7/29/14
Introduced by the Presiding Officer

RESOLUTION NO. -2014, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED MODIFICATION TO THE VECTOR CONTROL AND WETLANDS MANAGEMENT LONG TERM PLAN

WHEREAS, at its July 16, 2014 meeting, the Suffolk County Council on Environmental Quality reviewed the EAF and associated information submitted by the Suffolk County Department of Public Works, Division of Vector Control; and

WHEREAS, a presentation regarding the proposal to allow the use of a new adulticide containing prallethrin in combination with sumithrin and piperonly butoxide ("Duet" and other product brands with the same chemical composition) by Suffolk County Vector Control was given at the meeting by Dominick Ninivaggi, Superintendent with the Suffolk County Department of Public Works, Division of Vector Control; and

WHEREAS, while the use of the adulticides, including the use of sumithrin and piperonly butoxide, has been addressed by the Vector Control and Wetlands Management Long Term Plan's Final Generic Environmental Impact Statement (FGEIS) the use of the prallethrin was not addressed by the FGEIS; and

WHEREAS, pursuant to Title 6 NYCRR Part 617.10(d) and the Finding Statement for the FGEIS, which was adopted by Suffolk County Resolution 285-2007, a proposed action not addressed in the FGEIS requires additional review; and

WHEREAS, this additional review may consist of the completion of an expanded EAF and the issuance of a Negative Declaration if it is determined that the action will not result in any significant adverse impacts to the environment or the completion of a supplement to the FGEIS if it is determined the action may result in significant adverse impacts to the environment; and

WHEREAS, the CEQ after reviewing the submitted EAF and additional information presented at its July 16, 2014 meeting recommended that the use of prallethrin in non-marine areas would not result in any significant adverse impacts to the environment and requested that additional information be submitted to the CEQ regarding the use of prallethrin in marine areas; now, therefore be it

1st **RESOLVED**, that based on the information received and presented, a quorum of the CEQ hereby recommends to the Suffolk County Legislature and County Executive that the proposed activity be classified as a Type I Action under the provisions of Title 6 NYCRR Part 617.10(d) and Chapter 450 of the Suffolk County Code in that the proposed action was not addressed in the Vector Control and Management Long Term Plans FGEIS; and, be it further

2nd **RESOLVED,** that based on the information received, a quorum of the CEQ recommends to the Suffolk County Legislature and County Executive, pursuant to Title 6 NYCRR Part 617 and Chapter 450 of the Suffolk County Code, that the proposed project will not have significant adverse impacts on the environment for the following reasons:

1. the proposed action, which allows the use of a new adulticide containing prallethrin in combination with sumithrin and piperonly butoxide ("Duet" and other product brands with the same chemical composition) by Suffolk County Vector Control, will not exceed any of the criteria in Section 617.7 of Title 6 NYCRR which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form; and

2. prallethrin has been registered for Mosquito adulticide use by the United States Environmental Protection Agency and the New York State Department of Environmental Conservation; and

3. the proposed action does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and the Suffolk County Code; and

4. the proposed action will be limited to non-marine environments; and

5. the proposed action is expected to enhance Suffolk County Vector Control's ability to control the Asian Tiger Mosquito which has emerged as an invasive mosquito species in Suffolk County that poses a serious human disease threat as a vector for diseases such as Dengue Fever and Chikungunya Virus;

and be it further

3rd RESOLVED, that it is the recommendation of the Council that the Legislature and County Executive adopt a SEQRA determination of non-significance (negative declaration).

DATED:

APPROVED BY:

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County Executive of Suffolk County

Date:

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Intro. Res. No. 1755-2014 Laid on Table 7/29/2014
Introduced by the Presiding Officer

RESOLUTION NO. -2014, MAKING A SEQRA DETERMINATION IN CONNECTION WITH THE PROPOSED INDIAN ISLAND/TERRY'S CREEK TIDAL WETLAND RESTORATION, TOWN OF RIVERHEAD

WHEREAS, the Suffolk County Council on Environmental Quality (CEQ) has reviewed a project designated as the "Proposed Indian Island/Terry's Creek Tidal Wetland Restoration, Town of Riverhead", pursuant to Section 6 of Local Law No. 22-1985 which project involves a NYSDEC Water Quality Improvement Grant funded project to restore approximately 10 acres of salt marsh which was used in the 1960-1970's as a disposal site for material dredged from Terry Creek; and

WHEREAS, said project seeks to remove spoil and dispose of it off-site at a NYSDEC approved facility, install tidal channels (the main tidal channel will require the placement of a bridge and road crossing), stabilize areas and plant suitable saltmarsh vegetation and reduce/eliminate need for mosquito control through habitat modification of known historic mosquito breeding areas; and

WHEREAS, the proposed project is a modification to a 2011 reviewed tidal wetland restoration project which included the creation of two ponds and the removal of a larger amount of material from the project site; and

WHEREAS, the 2011 Indian Island/Terry's Creek restoration project was reviewed by the CEQ and the Suffolk County Legislature and received a SEQRA determination of non-significance as indicated in Suffolk County Resolution No. 152-2011; and

WHEREAS, an Environmental Assessment Form (EAF) was prepared and submitted to the CEQ office by the Suffolk County Department of Economic Development and Planning and subsequently sent out to all concerned parties; and

WHEREAS, at its July 16, 2014 meeting, the CEQ reviewed the EAF and information submitted by the Suffolk County Department of Economic Development and Planning; and

WHEREAS, the CEQ recommended that the above activity be considered a Type I action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code; and

WHEREAS, the CEQ has advised the County Legislature and the County Executive by memo dated July 21, 2014 of said recommendations; and

WHEREAS, Section 450-5(H) of the SUFFOLK COUNTY CODE requires the Presiding Officer to introduce legislation for an appropriate SEQRA determination; and

WHEREAS, the Suffolk County Legislature has reviewed the EAF and the CEQ recommendations; now, therefore, be it

1st **RESOLVED**, that based on the information received and presented, a quorum of the CEQ hereby recommends to the Suffolk County Legislature and County Executive that the proposed activity be classified as a Type I action under the provision of Title 6 NYCRR Part 617.4(b)(6)(i) and Chapter 450 of the Suffolk County Code in that the action involves the physical alteration of more than 10 acres of land; and be it further

2nd **RESOLVED**, that this Legislature hereby determines that the Proposed Indian Island/Terry's Creek Tidal Wetland Restoration, Town of Riverhead constitutes a Type I action, pursuant to the provisions of Title 6 NYCRR, Part 617 and Chapter 450 of the Suffolk County Code which project will not have significant adverse impacts on the environment for the following reasons:

1. The proposed action will not exceed any of the criteria set forth in Title 6 NYCRR, Part 617.7, which sets forth thresholds for determining significant effect on the environment, as demonstrated in the Environmental Assessment Form;

2. The proposed action will restore highly productive estuarine salt marsh habitat;

3. The proposed action will result in improvements to nursery and spawning ground for estuarine species;

4. The proposed action will result in improvements to water quality and nutrient cycling;

5. The proposed action is expected to reduce the need for larviciding to control mosquitoes;

6. The proposed action is expected to provide suitable land for marsh adaptation toward sea level rise; and

7. The proposed action will result in enhanced recreational and educational enjoyment of the County park;

and be it further

3rd **RESOLVED**, that a copy of this Resolution shall be filed with the Suffolk County Clerk, the initiating unit of said project, and with the CEQ; and be it further

4th **RESOLVED**, that in accordance with Section C1-4(1)(d) of the SUFFOLK COUNTY CHARTER and Section 450-5(C)(4) of the SUFFOLK COUNTY CODE, the CEQ is hereby directed to prepare and circulate a SEQRA notice of determination of non-significance in accordance with this Resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

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